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TWAITES & JONES
FINE WINE TRADERS

TERMS & CONDITIONS OF SALE

FOR PRIVATE CUSTOMERS

YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 12.

1. Interpretation

The following definitions shall apply throughout these terms and conditions:

Case – a case containing 12 x standard 75cl bottles or an equivalent volume (9 litres) of wine in other bottle sizes.

Contract – the agreement between you and us for the sale and purchase of the Goods, and “Contract” includes an EP Contract as defined in clause 17.

delivery – delivery of Goods to you or to a person nominated by you in accordance with clause 8.

Duty Paid (DP) – [wine] in respect of which any applicable UK customs duty, excise duty and VAT has been paid.

DP Wine – wine we sell to you Duty Paid.

En Primeur (EP) – [wine] in an unfinished state, before it is bottled and/or shipped by the producer.

EP Wine – wine sold En Primeur.

Goods — the products that we sell to you under the Contract (whether DP Wine, IB Wine, EP Wine or a combination of them).

In Bond (IB) – [wine] that is and will remain in a bonded warehouse, with payment of any applicable UK customs duty, excise duty and VAT suspended, until removed from bond.

IB Wine – wine we sell to you In Bond.

Order – your order for the Goods, being either:

- (a) an order placed by you online via our website; or
- (b) your written confirmation of order.

Order Confirmation— our written confirmation of acceptance of the Order.

Regulations – the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134).

Terms — the terms and conditions set out below, including where applicable those set out in Section B below dealing with any En Primeur sales.

we or us – Twaites & Jones Limited, a private limited company registered in England & Wales, registered office Almswood House, 93 High Street, Evesham, Worcestershire, WR11 4DU, registered number 719 8987.

our website – www.twaitesandjones.com.

writing or written means by post, fax or email.

Headings do not affect the interpretation of these Terms.

2. **Basis of Contract**

- 2.1 These Terms and the Order Confirmation, together with any terms incorporated into the Contract by operation of the Regulations, comprise the whole Contract.
- 2.2 If any of these Terms is inconsistent with any term of the Order Confirmation, the Order Confirmation shall prevail.
- 2.3 In the case of DP or IB Wine, the Contract shall be formed and become binding on both of us when we send you the Order Confirmation. In the case of EP Wine, see clause 18 below.
- 2.4 It is a condition of the Contract that you enter into it as a consumer, and not on behalf of or in the course of any trade, business, craft or profession in which you are employed or engaged. If you do not contract as a consumer, then our Trade Terms and Conditions in force at the date of the Order Confirmation (which can be viewed on our website) shall apply instead of these Terms.

3. **Cancellation**

Except in the case of EP Wine (see clause 19 below) or where delivery of the Goods is to be deferred (see clause 4 below), you may cancel the Contract, without penalty and without having to give any reason, at any time up to 14 days after the day on which the Goods are delivered to you (see clause 8.5 below) or, where they are delivered in more than one instalment, on which the last instalment is delivered. If you decide to cancel:

- 3.1 you must inform us of your decision, preferably in writing, during the 14 day period as above;
- 3.2 you must return the Goods delivered, without undue delay and no later than 14 days after the day on which you informed us that you wished to cancel, to the UK mainland address that we specify in our acknowledgement of your cancellation notice;
- 3.3 unless we elect to collect them, you must despatch the Goods to us at your own expense and risk, and in substantially the same condition in which they were delivered;
- 3.4 if you wish to exercise your right of cancellation in respect of any products supplied in sealed wooden cases or other special or presentation packaging, those products must be returned unopened (clause 11 below explains what to do in the case of faulty goods or incorrect deliveries);

- 3.5 where the value of any Goods is diminished as a result of their having being handled beyond what was necessary to establish their nature, characteristics and functioning, we shall be entitled to deduct the amount of the diminution in value from the contract price, or to receive that amount from you where it has already been refunded;
- 3.6 once we have received the Goods back, then – subject to clause 3.5 above – we will within 14 days thereafter refund the appropriate amount, including any standard delivery charge made to you for the relevant Goods, or credit it against any other amount(s) you owe to us, and confirm what we have done in writing to you.

4. Cancellation where delivery is to be deferred

- 4.1 Where the Contract is for the sale of Goods which we have offered to you on the basis that delivery will take place on a date which may be uncertain, but can only be more than 30 days after the day on which the Contract is entered into, you may cancel your Order for those Goods at any time up to 5 working days after the date of our invoice for the relevant Goods, without penalty and without having to give any reason. If you decide to cancel:
- 4.1.1 you must notify us of your decision, in writing, within the 5 day period as above;
- 4.1.2 on receipt of your notification we will within 30 days either refund any amount paid to you or credit it against any other amount(s) you owe to us, and confirm in writing what we have done.
- 4.2 Clause 4.1 does not apply to EP Wine – see clause 19 below.

5. Availability of goods

- 5.1 The minimum order quantity is one Case.
- 5.2 In the case of DP or IB Wine we will only issue the Order Confirmation if the Goods are in stock or on order from our supplier. It occasionally happens that wine is or becomes unavailable for reasons outside our control: e.g. if a supplier lets us down and an anticipated delivery of stock fails to arrive. We will inform you if, in any such case, this means that delivery of any of the Goods will be delayed or has become impossible. In the latter event:
- 5.2.1 we will do our best to offer you an acceptable substitute for the same or a lower price;
- 5.2.2 we shall otherwise have no liability to you other than to make a refund or credit as appropriate.
- 5.3 In the case of EP Wine, see clause 0 below.

6. Price of the Goods and delivery charges

- 6.1 In the case of DP or IB Wine, and subject to clause 6.3 below, the contract price of the Goods, inclusive of any applicable UK customs duty, excise duty and VAT payable and any applicable delivery charges, will be as confirmed to you in writing before you placed your Order, and as set out in the Order Confirmation.
- 6.2 Unless otherwise stated in the Order Confirmation, prices stated are per Case.
- 6.3 Prices, delivery charges, any applicable UK customs duty, excise duty and/or VAT are liable to change from time to time. In the case of DP or IB Wine no such changes will affect orders that we have confirmed in writing, except for DP Wine of which delivery

is to be deferred – see clause 4 above – in which case the rates of duty and VAT applicable at the date of delivery will apply.

6.4 In the case of EP Wine, see Section B below.

7. Payment methods

We accept payment by debit card, bank transfer or cheque subject to clearance.

8. Delivery

8.1 Wine purchased In Bond will be delivered to your account at the bonded warehouse you nominate. It is your responsibility to open and maintain the nominated account, and the warehouse's charges for handling and storage of the wine will be your responsibility.

8.2 Except where delivery is to be deferred (see clause 4 above), and subject to our having received payment in full for the Goods, we will deliver the Goods as soon as practicable and no later than 30 days after the date of our Order Confirmation. In the event of any unforeseen delay we will inform you in writing of the delay, and the reason for it, and of the revised estimated delivery date. This will not affect your right to cancel the Contract under clause 3.

8.3 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we may elect to deliver it in instalments. We will not make any additional delivery charges for this. If you ask us to deliver the Order in instalments, we may make additional delivery charges. Each instalment shall be subject to these Terms. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment (but this does not affect your right to cancel the whole Contract under clause 3).

8.4 If a scheduled delivery fails to arrive by the latest estimated date, you must ensure that we are informed by telephone or in writing as soon as reasonably possible.

8.5 Delivery will be completed when we deliver the Goods to you, or in accordance with your instructions, at the delivery address stated in the Order Confirmation, and you or the person nominated by you to accept delivery of the Goods will then be deemed to have physical possession of them.

8.6 We will make two attempts to complete delivery, after which any further attempt must be arranged and paid for by you.

8.7 In the case of EP Wine, see clause 20.2 below.

9. Title and risk

9.1 The Goods will be your responsibility and at your risk from completion of delivery as above.

9.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due in respect of (a) the Goods, and (b) any other goods or services that we have supplied to you.

10. Guarantee

10.1 In accordance with our legal duties to you, we guarantee that on delivery the Goods will:

10.1.1 conform in all material respects with their description;

- 10.1.2 be of satisfactory quality;
- 10.1.3 be fit for all the purposes for which goods of that kind are commonly supplied; and
- 10.1.4 comply with all applicable statutory and regulatory requirements.

10.2 This guarantee is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms.

11. Faulty goods or incorrect deliveries

- 11.1 It is your responsibility to check the Goods, or ensure that someone does so on your behalf, on or as soon as reasonably possible after their delivery.
- 11.2 Any broken, damaged, missing or incorrect products should be:
 - 11.2.1 reported to the carrier and noted on the delivery note and/or the carrier's electronic handheld device at the time of delivery; or, if that is not possible
 - 11.2.2 reported to us by telephone or in writing as soon as reasonably possible.
- 11.3 We shall be entitled to reject any claim for broken or damaged products, incorrect quantities or incorrect products if you do not notify us of it as soon as reasonably possible and within 7 days after the day of delivery at the latest.
- 11.4 If any of the Goods are believed to be unsatisfactory, they should be retained and you must inform us as soon as reasonably possible by telephone or in writing. If we are satisfied that the Goods were unsatisfactory at the time of delivery, we will replace them. If replacement is not reasonably possible, we will make an appropriate refund or credit to you. We reserve the right to collect the relevant Goods at our own expense. These Terms will apply to any replacement Goods we supply to you under the Contract.

12. Limitation of liability

- 12.1 We shall have no liability to you for any fault or deterioration in any Goods which arises, after their delivery to you, as a result of fair wear and tear, wilful damage, accident, negligence by you or any third party, or from inappropriate handling or storage of any of the Goods.
- 12.2 Subject to clauses 12.3 and 12.4, neither of us shall be liable to the other for any loss resulting from a breach of the Contract unless, when the Contract was made, that loss was foreseeable to both of us as a consequence of the breach.
- 12.3 Subject to clause 12.4, we shall have no liability to you for any loss resulting from a breach of the Contract to the extent that it affects some business or commercial activity carried on or proposed by you.
- 12.4 Nothing in this clause 12 excludes or limits in any way our liability for any of the following: Death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; defective products under the Consumer Protection Act 1987; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

13. Data protection

Any information we obtain from you in connection with or for the purposes of the Contract will be held and processed in accordance with our privacy and data protection policy, which can be viewed on our website.

14. Assignment

You may not transfer any of your rights or obligations under the Contract to another person without our prior written consent, which we will not withhold unreasonably. We may transfer any of our rights or obligations under the Contract to another organisation, provided we ensure that it will not affect your rights under the Contract.

15. General

15.1 No variation or waiver of any term of the Contract shall be effective unless expressly agreed and confirmed in writing by us.

15.2 Subject to clause 14, no person who is not party to the Contract shall have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

15.3 The Contract shall be governed by English law and the English courts will have non-exclusive jurisdiction to deal with any dispute that may arise between us in connection with the Contract.

16. Contact details

You can contact us at any time in any of the following ways:

Post – Twaites & Jones Limited, Orchard House, Victoria Square, Droitwich Spa, Worcestershire, WR9 8DS

Telephone – +44 (0)1905 772561

Email – admin@twaitesandjones.com

Fax – +44 (0)1905 772562.

SECTION B: EN PRIMEUR SALES

In addition to Section A above, this Section B shall apply to the sale of any EP Wine by us to you. If there is any conflict between a provision in Section A and an applicable provision in Section B, the latter will prevail.

17. Further definition

The following further definition shall apply in this Section B:

EP Contract – an agreement between you and us for the sale and purchase of EP Wine.

18. Basis of an EP Contract

18.1 An EP Contract shall be formed and become binding on both of us when and to the extent that we send you an Order Confirmation which includes any EP Wine.

18.2 The amount payable immediately on our acceptance of your order for the EP Wine will be as stated in the Order Confirmation. It will be inclusive of the cost of shipping to the UK, but exclusive of any applicable UK customs duty, excise duty and VAT.

18.3 On formation of the EP Contract you will become entitled to receive from us on a future date (as estimated in the relevant offer) EP Wine in the quantities stated in our Order Confirmation, subject to:

18.3.1 payment of the amount payable immediately as above; and

18.3.2 clauses 19 to 20 below.

19. Cancellation of an EP Contract

We will make every effort to meet all EP Wine orders we have confirmed, but if any EP Wine you have ordered proves unobtainable for any reason, we shall be entitled to cancel the relevant Order in whole or in part without any liability to you other than to either refund to you any amount you have paid or credit it against any other amount(s) you owe to us, and confirm in writing what we have done.

20. Shipment and delivery

20.1 All EP Wines ordered will remain unascertained, and we will be under no obligation to deliver them to you, until they are shipped to us and appropriated by us to a relevant EP Contract.

20.2 When any EP Wine included in an EP Contract is delivered to us, we will notify you in writing of its arrival and request your instructions as to delivery, and whether it is to be DP or IB. If you require delivery DP, we will send you an invoice for the amount payable in respect of any applicable UK customs, excise duty, VAT and/or delivery charges (at the rates prevailing at the invoice date).

20.3 On receipt of your instructions, and subject to our having received payment in full of all sums due in respect of (a) the EP Wine, and (b) any other goods or services that we have supplied to you, delivery of the EP Wine will be arranged in accordance with clause 8 above.

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