

# The Supply/Storage of Wine Terms & Conditions

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The Customer's attention is drawn in particular to the provisions of clause 7.

**1. INTERPRETATION**

**1.1 Definitions:**

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
<b>Business Hours</b>	the period from 09.00 to 17:00 on any Business Day;
<b>Conditions</b>	the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3;
<b>Contract</b>	the contract between Seckford and the Customer for the sale and purchase of the Wines and/or any other goods or services provided by Seckford to the Customer (as the case may be) in accordance with these Conditions;
<b>Customer</b>	the party (including but not limited to an individual or corporate entity) who purchases the Wines from Seckford or engages Seckford for any other goods or services it provides (as the case may be);
<b>Delivery Location</b>	has the meaning given in clause 3.1;
<b>Force Majeure Event</b>	has the meaning given in clause 9.1;
<b>Market Value</b>	in the context of wine purchase, a price that a purchaser may reasonably expect to pay for the Wine from an unconnected third party on a certain date;
<b>Order</b>	the Customer's order for the purchase of the Wines and/or any other goods or services Seckford provides (as the case may be), as set out in the Customer's purchase order;
<b>Seckford</b>	Seckford Wines Limited (registered in England and Wales with company number 01924614) whose registered office is at Dock Lane, Melton, Woodbridge, Suffolk, IP12 1PE;
<b>Specification</b>	any specification for the Wines, that is agreed in writing by the Customer and Seckford;
<b>Storage Conditions</b>	Seckford's Terms of Storage found <a href="#">here</a> .
<b>Wine/s</b>	means a bottle or case or bottles or cases of wine or other alcoholic products (as the case may be) which is purchased by the Customer from Seckford or otherwise acquired by the Customer as set out in the Order;

**1.2 Interpretation:**

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** excludes fax but not email.

## **2. BASIS OF CONTRACT**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Wines or acquire other goods or services from Seckford in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 Subject to the availability of the Wines (where applicable) and for the purchase of Wines from Seckford a minimum Order value of £250.00 plus VAT (or any other applicable tax or duties) and/or for the storage of Wines a minimum Order of £44.00 plus VAT (or any other applicable tax or duties), the Order shall only be deemed to be accepted when Seckford issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 2.4 Any samples or advertising produced by Seckford, and any descriptions, valuations or illustrations contained in Seckford's website, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Wines referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 A quotation for the Wines given by Seckford shall not constitute an offer. A quotation shall only be valid for a period of twenty Business Days from its date of issue.

## **3. DELIVERY**

- 3.1 Subject to clause 3.7, Seckford or a third-party carrier who Seckford instructs shall deliver the Wines to the location set out in the Order or such other location as the parties may agree (**Delivery Location**). Delivery is completed on the completion of unloading of the Wines at the Delivery Location.
- 3.2 Where the Customer collects the Wines from Seckford it shall do so from Seckford's premises at Seckford Wines, Dock Lane, Melton, Suffolk, IP12 1PE within [three] Business Days of Seckford notifying the Customer the Wines are ready. Collection is completed when the Customer loads the Wines onto its vehicle from Seckford's premises.
- 3.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seckford shall not be liable for any delay in delivery of the Wines that is caused by a Force Majeure Event or the Customer's failure to provide Seckford with adequate delivery instructions or any other instructions that are relevant to the supply of the Wines.
- 3.4 If the Customer fails to collect or accept delivery of the Wines within thirty days of Seckford notifying the Customer that the Wines are ready, then, except where such failure or delay is caused by a Force Majeure Event or Seckford's failure to comply with its obligations under the Contract in respect of the Wines:
  - 3.4.1 delivery of the Wines shall be deemed to have been completed at 09.00 on the [third] Business Day after the day on which Seckford notified the Customer that the Wines were ready;

3.4.2 where the Customer is a non-trade Customer, Seckford shall store the Wines in accordance with the Storage Conditions, and charge the Customer for all related costs and expenses (including insurance); and/or

3.4.3 treat the Order as cancelled.

3.5 Seckford may deliver the Wines by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.6 Seckford expressly reserves a lien over Wines that are in its possession in respect of sums owed to it by the Customer for the Wines or anything else specified in the Order.

3.7 Seckford will not ship the Wines outside of the UK.

#### **4. QUALITY AND ACKNOWLEDGEMENTS**

4.1 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.2 The Customer acknowledges and agrees that:

4.2.1 Seckford does not guarantee the taste and drinkability of the Wines sold, for the avoidance of doubt Seckford is not responsible for any maturing, ageing, decomposition, deterioration of the Wines or other factors beyond Seckford's reasonable control and (provided Seckford has complied with its obligations under these Conditions) the Customer cannot reject the Wine on the grounds of taste or quality;

4.2.2 Seckford is not responsible for advising the Customer about the maturation dates or ideal drinking windows for the Wines nor is Seckford required to provide the Customer with additional information relating to the Wines (e.g. financial price or market information); and

4.2.3 the Wines can be subject to ullage, defects, cork taint, stained or damaged labels, capsule damage and any other factor beyond Seckford's reasonable control (provided Seckford has complied with its obligations under these Conditions), Seckford shall not be liable where this occurs.

#### **5. TITLE AND RISK**

5.1 Risk in the Wines shall pass to the Customer on completion of delivery or (where applicable) when the Wines are loaded onto the Customer's vehicle.

5.2 Title to the Wines shall not pass to the Customer until the earlier of:

5.2.1 Seckford receiving payment in full (in cash or cleared funds) for the Wines, in which case title to the Wines shall pass at the time of payment; and

5.2.2 the Customer resells the Wines, in which case title to the Wines shall pass to the Customer immediately before the Customer resells the Wines.

#### **6. PRICE AND PAYMENT**

6.1 The price of the Wines shall be the price set out in the Order, or, if no price is quoted, the price set out in Seckford's published price list in force as at the date of delivery.

- 6.2 Seckford may, by giving notice to the Customer at any time [up to five Business Days] before delivery, increase the price of the Wines to reflect any increase in the cost of the Wines that is due to:
- 6.2.1 any factor beyond Seckford's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other operating costs);
  - 6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Wines ordered, or the Specification; or
  - 6.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Seckford adequate or accurate information or instructions.
- 6.3 The price of the Wines (whether or not such items are chargeable in the UK or otherwise):
- 6.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Seckford at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 6.3.2 excludes the costs and charges of packaging, insurance, other applicable taxes, imports/export duties (where applicable), and transport of the Wines, which shall be invoiced to the Customer.
- 6.4 Unless agreed otherwise in writing between Seckford and the Customer, the Customer shall pay each invoice submitted by Seckford:
- 6.4.1 for a non-trade Customer the date on which the Seckford sends the invoice to the Customer; or
  - 6.4.2 for a trade Customer within thirty days of the date of the invoice or in accordance with any credit terms agreed by Seckford and confirmed in writing to the Customer,
  - 6.4.3 in each case full and in cleared funds to a bank account nominated in writing by Seckford.
- 6.5 If the Customer fails to make a payment due to Seckford under the Contract by the due date as set out in the invoice, then, without limiting Seckford's remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 6.6 All amounts due to Seckford under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.7 Without prejudice to any other rights it may have, where any invoice/s is outstanding for more than thirty days, Seckford at its sole discretion may treat the Order as cancelled.

## **7. LIMITATION OF LIABILITY**

- 7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 7.2.1 death or personal injury caused by negligence;
  - 7.2.2 fraud or fraudulent misrepresentation;
  - 7.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
  - 7.2.4 defective products under the Consumer Protection Act 1987.

- 7.3 Subject to clause 7.2, Seckford's aggregate liability to the Customer in relation to claims under this Contract shall not exceed the lower of either the Market Value of the Wines or the cost of replacement of the damaged or lost Wines.
- 7.4 For any claims for loss or damage to the Wines, the Customer, in accordance with clause 12.6, is required to notify Seckford within [ten] Business Days of it knowing or ought to have known that loss or damage to the Wines have occurred. Such notice should provide as much detail as possible relating to the nature of the claim and sums claimed against Seckford. Failure to do so will render any such claim time barred.
- 7.5 Subject to clause 7.2, the following types of loss are wholly excluded:
- 7.5.1 loss of profits;
  - 7.5.2 loss of sales or business;
  - 7.5.3 loss of agreements or contracts;
  - 7.5.4 loss of anticipated savings;
  - 7.5.5 loss of or damage to goodwill; and
  - 7.5.6 indirect or consequential loss.
- 7.6 This clause 7 shall survive termination of the Contract.

## **8. TERMINATION**

- 8.1 Without limiting its other rights or remedies, Seckford may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty days of that party being notified in writing to do so;
  - 8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 8.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 8.2 Without limiting its other rights or remedies, Seckford may suspend provision of the Wines under the Contract or any other contract between the Customer and Seckford if the Customer becomes subject to any of the events listed in clause 8.1.2 to clause 8.1.4, or Seckford reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, Seckford may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to Seckford all of Seckford's outstanding unpaid invoices and interest and, in respect of the Wines supplied but for which no invoice has been submitted, Seckford shall submit an invoice, which shall be payable by the Customer immediately on receipt.

8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 9. FORCE MAJEURE

9.1 **Force Majeure Event** means any circumstance not within a party's reasonable control, whether or not reasonably foreseeable, including, without limitation being:

9.1.1 acts of God, flood, drought, earthquake or other natural disaster;

9.1.2 epidemic or pandemic (including Covid-19);

9.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

9.1.4 nuclear, chemical or biological contamination or sonic boom;

9.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant necessary licence or consent;

9.1.6 collapse of buildings, fire, explosion or accident; or

9.1.7 non-performance by suppliers or subcontractors.

9.2 Subject to compliance with clause 9.3, if and to the extent a party is prevented, impeded, hindered, conditioned or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in performance of such obligations. The time for performance of such obligations shall be extended accordingly.

9.3 The Affected Party shall:

9.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the party not affected by the Force Majeure Event in writing of the Force Majeure Event and of its ability to perform any of its obligations under this Contract; and

9.3.2 use reasonable endeavours to mitigate, overcome or circumvent the effect of the Force Majeure Event on the performance of its obligations.

9.4 If the Force Majeure Event prevents, impedes, hinders, conditions or delays the Affected Party's performance of its obligations for a continuous period of more than thirty days, either party may terminate this Contract by giving two weeks written notice to the other party.

## 10. ADDITIONAL TERMS

10.1 For Seckford's privacy policy please refer to [here](#).

10.2 In the event the Customer (on the basis the Customer is a non-trade Customer) wishes to store the Wines with Seckford or the terms of this Contract require the Wines to be stored with Seckford, the Customer shall be subject

to the Storage Conditions. Where a conflict arises between the Storage Conditions and the Contract, the terms of the Storage Conditions shall prevail.

10.3 The Customer confirms (in the event they are an individual) that they are at least 18 years old (if domiciled in the UK) or the minimum legal age for purchasing alcohol in the jurisdiction they are currently domiciled in. Seckford reserves the right to cancel any Order (without any liability to it) where it reasonably believes the Customer is not or the Customer is purchasing alcohol on behalf of an individual who is not of minimum age to purchase alcohol.

10.4 Seckford is registered to trade alcohol under the UK Alcohol Wholesaler Registration Scheme (AWRS) and its unique reference number is AWRS XKAW00000102120.

## **11. CONSUMER PROVISION**

11.1 The provisions of this clause 11 shall only apply to a Customer who is acting as a consumer (not a business customer) and has ordered the Wines remotely, either online or by other remote communication, away from Seckford's business premises, but does not otherwise apply.

11.2 Subject to 11.4, the Customer shall have the right to cancel the Contract within 14 days without giving any reason.

11.3 Subject to clause 11.4, the cancellation period will expire after 14 days from the day in which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the Wines for the purpose of this Contract.

11.4 Where the Customer opens the Wines the right to cancel pursuant to clause 11.2 shall be lost. If the Wines are put into storage pursuant to the Storage Conditions within the cancellation period, the Customer hereby acknowledges and accepts that they shall be liable for any and all reasonable costs in connection with this Contract.

11.5 To exercise the right to cancel, the Customer must inform Seckford by either telephone, email or post of its decision to cancel the Contract by a clear statement. The details are set out below:

11.5.1 telephone number: +44 01394 44 66 22

11.5.2 email address: [sales@seckfordwines.co.uk](mailto:sales@seckfordwines.co.uk) or

11.5.3 postal address: Dock Lane, Melton, Woodbridge IP12 1PE.

11.6 Where the Customer cancels the Contract, Seckford will reimburse the Customer for all payments received from the Customer (except for the supplementary costs arising if the Customer chooses a type of delivery other than the least expensive type of standard delivery offered by Seckford).

11.7 Seckford will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless expressly agreed otherwise between the Customer and Seckford; in any event, the Customer will not incur any fees as a result of the reimbursement.

## **12. GENERAL**

### **12.1 Assignment and other dealings.**

12.1.1 Seckford may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Seckford.

### **12.2 Entire agreement.**

- 12.2.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.2.2 No party relies on and shall have no remedy in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 12.2.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 12.2.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 12.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.4 **Waiver.**
- 12.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.6 **Notices.**
- 12.6.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 12.6.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.6.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
- Seckford: [sales@seckfordwines.co.uk](mailto:sales@seckfordwines.co.uk)
- Customer: as specified on the Order.
- 12.6.2 Any notice shall be deemed to have been received:
- 12.6.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 12.6.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 09:00 on the second Business Day after posting; or
- 12.6.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

- 12.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 12.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.8 **Set off.** Seckford may at any time set off any liability of the Customer to Seckford against any liability of Seckford to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise of Seckford of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise. The right of set off shall not be extended to the Customer.
- 12.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 12.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.