

## SECKFORD WINES STORAGE TERMS & CONDITIONS

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These Terms & Conditions form a contract in relation to the provision of wine storage between Seckford Wines Ltd ('Seckford') and the 'Customer' being the person or company who contracts for the services of Seckford. The Registered Address of Seckford is Dock Lane, Melton, Suffolk, IP12 1PE. The Company Registered Number is 1924614.

Seckford reserves the right to suspend or terminate the Customer's account if it reasonably appears to Seckford that the Customer is in breach of any of the published Terms and Conditions.

By storing wine with Seckford the Customer agrees to the following:

#### CUSTOMER INSTRUCTIONS

Instructions will only be accepted and acted upon once received in writing from the person who Seckford believe to be the rightful owner. Instructions can be received either in writing by e-mail, facsimile, or via the Seckford website.

In respect of any Instructions, the following provisions shall apply:

- i) The Customer shall be responsible for the accuracy of all instructions.
- ii) Instructions given to Seckford shall not take effect unless actually received by Seckford.
- iii) Instructions shall continue in full force and effect until cancelled or superseded.
- iv) The Customer is responsible to assess the measure of security applicable to instructions and shall take reasonable care to ensure that instructions are secure and that unauthorised access to the Seckford online portfolio is prevented.
- v) Seckford shall be under no obligation to cancel or amend any instructions after receipt should the Customer so request, although Seckford shall use its reasonable endeavours to act on requests from a Customer for cancellation or amendment of such instructions prior to execution.

Where a request has been received via the Seckford online portfolio, Seckford will e-mail the Customer confirmation of their request. It is the responsibility of the Customer to ensure that the details contained within this document are correct. Should the customer fail to receive confirmation of their request within 1 hour, then it is the Customer's responsibility to advise Seckford as soon as possible.

### RECEIPT OF GOODS

Seckford will provide the Customer with a Confirmation of Receipt of Stock. It is the responsibility of the Customer to ensure that the details contained within this document are correct as Seckford is unable to accept any responsibility or financial liability for the input of incorrect data.

Seckford will only accept goods on behalf of the Customer if accompanied by valid, appropriate documentation.

i) A sales invoice showing purchase prices must accompany all wines not purchased from Seckford. Any wines received without values will be entered at the current market value.

ii) An invoice to show that all relevant UK taxes have been paid must accompany duty paid wines not coming from another UK bonded warehouse.

iii) Seckford must have prior warning in the form of a detailed list of all wines being delivered to a storage account. This should include in bond prices where applicable.

Unfortunately Seckford has experienced a number of shortages and instances of inferior wine being substituted before delivery to its store. Therefore, where wine for storage has not been purchased from Seckford:

- i) Seckford may, but will not (without express instructions) be obliged to open cases in order to verify the contents.
- ii) Where the contents of cases have not been verified by Seckford, Seckford will not be liable to the Customer or any other party for any losses however caused arising out of or connected to the discovery that the contents of the case(s) are not as described in the delivery documentation or on the outside of the case(s).
- iii) At the Customer's request, for a charge per case, plus VAT, Seckford will open cases to record and verify the contents of each case. Please contact Seckford for current charges.
- iv) Where the contents have been checked and a charge been levied, these details will be recorded on the system.

## STORAGE

All wine is stored in warehouses belonging to Seckford unless the Customer has been expressly notified otherwise.

Storage invoices are raised annually in advance and the fee is not refundable or part refundable should wine be removed from storage during that year.

A report detailing the Customer's stock will be produced annually with the annual invoice.

Mixed cases will not be accepted for storage, unless an official assortments supplied by the producer.

## DELIVERIES/COLLECTIONS

A delivery upon receipt of written instruction is charged. Please contact Seckford for a quote.

24 hours notice is required for the withdrawal of stock. Collection is from Melton. Any goods that have not been collected within three working days of the agreed collection date will be liable to be re-booked into stock, incurring additional administration and storage charges.

Seckford delivery charges apply to deliveries Monday to Friday during usual office hours (9am – 5pm). Subject to prior arrangement, Seckford reserve the right to apply an order surcharge for any delivery times specified outside these hours.

From time to time Seckford may use third party carriers and cannot be held directly responsible for their actions. Seckford should be notified in writing within 24 hours of any breakages or discrepancies.

All Under Bond orders must state the customers account, a valid bond address and accurate sales values, and will be fulfilled within the agreed delivery criteria subject to acceptance by the receiving warehouse.

## PAYMENT TERMS

Storage invoices are due on receipt and should be settled in full by return.

Seckford expressly reserves a lien over the entire Customer's wine under the Company's control for any storage or other charge or money owing to it by the customer.

Seckford reserve the right to refuse the release of Customer stock pending receipt of cleared funds to ensure that the Customer's outstanding debt remains below the cost value of stock held with Seckford.

Seckford Wines shall be entitled to charge interest on unpaid invoices at 8% per annum over the Bank of England base rate from the date payment was due.

## CLAIMS & LIABILITY

If a Customer claim is accepted by Seckford, Seckford will settle within 28 days of the claim being accepted by Seckford. Where a Customer claim is subject to insurance or

other third party recovery by Seckford, Seckford cannot accept the claim until agreement has been obtained from the insurer or other third party.

Seckford shall not be liable for any act or omission or delay or non-performance of any of its obligations caused by events beyond Seckford's power or control.

The Customer shall indemnify and hold harmless Seckford against all damages, actions, claims, losses, costs (including all legal costs), taxes and expenses that are suffered or incurred by Seckford whether or not foreseeable or avoidable, which arise directly or indirectly from:

i) Any breach or alleged breach by the Customer of these Terms and Conditions, or

ii) Fraudulent activities of, or misuse by the Customer, their employees, representatives or agents or persons and or parties passing themselves off as the Customer, their employees representatives or agents, or

iii) Incomplete, incorrect or wrong instructions supplied by the Customer.

## INSURANCE

Seckford agree to purchase extended insurance coverage for its liability for Customer's goods whilst in their custody or control for 'All Risks' of accidental physical loss and or damage, subject to standard policy terms conditions and acceptance. This insurance is intended to cover a Customer for loss of stock incurred during 'day to day' business activities and through natural catastrophe (such as flood). Specifically excluded from this insurance are loss and or damage and or expenses:

i) Caused by depreciation other than as a result of damage forming the subject of a valid claim hereunder;

ii) Caused by inherent defect, wear and tear, nature of the subject-matter insured gradual deterioration, atmospheric or climatic conditions, or the action of light;

iii) Which is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not) or acts of terrorism.

iv) Which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority.

v) Discrepancies found in unopened cases not purchased from Seckford.

Seckford's liability shall be limited to the replacement or market value of the goods, whichever shall be the lower.

'All Risks' cover is conditional upon the Customer not breaching Seckford's payment terms. In the event of a breach of Seckford's payment terms 'All Risks' cover will automatically cease without any notice to the Customer.

## RIGHT OF LIEN

Sufficient stock must be held in Seckford's cellars at all times to cover all outstanding monies.

Seckford has, in addition to any other right or remedy available to it, a lien and power of sale over the goods belonging to the Customer (Customer's Goods) for all fees, costs and expenses charged under or in connection with this agreement. If any such sum remains unpaid (in full or in part) more than 3 months after it becomes due, Seckford is entitled to:

i) Retain the Customer's Goods in its possession until full payment is made; and

ii) Dispose of the Customer's Goods in such manner and at such price as Seckford thinks fit on the expiry of 21 days' notice to the Customer. Such notice shall be:

- a. Given in accordance with the Notices clause below;
- b. State the amount due; and
- c. State Seckford's intention to dispose of the Customer's Goods unless the amount due is paid in full by the expiry of the notice period.

Seckford will apply the proceeds of any disposal under this clause in the following order:

- i) Payment of disposal costs;
- ii) Payment of outstanding fees, costs, expenses charged under or in connection with this agreement;
- iii) Subject to the remainder of this clause, payment of any remainder to the Customer.

The Customer must keep Seckford informed of its current contact details (i.e. postal address, fax number and e-mail address). Seckford will use those details to send notices pursuant to this agreement (see the Notices clause below). If the Customer does not respond to a Final Notice (see below) during the Final Notice Period then the Customer will forfeit the remainder monies to Seckford and those monies shall be transferred absolutely to Seckford and be Seckford's property and Seckford shall be entitled to keep, dispose, use of apply those Remainder Monies as it sees fit.

If, having exercised its lien and power of sale, there are monies due to the Customer (Remainder Monies) then Seckford will notify the Customer in writing (Remainder Money Notice). Such notice shall be:

i) Given in accordance with the Notices clause below;

ii) State the amount to be remitted to the Customer;

iii) Request the Customer's payment details;

iv) State Seckford's intention to hold the Remainder Monies with no interest accruing to the Customer for 3 months from the date of the notice (Notice Period);

v) State that if Seckford does not hear from the Customer within the Notice Period then the Customer may forfeit the Remainder Monies which shall be transferred absolutely to Seckford.

If the Customer does not respond to a Remainder Monies Notice within the Notice Period then Seckford shall then send to the Customer another notice (a Final Notice). Such notice shall be:

i) Given in accordance with the Notices clause below;

ii) State that the Customer has not responded to the Remainder Monies Notice;

iii) Request the Customer's payment details;

iv) State Seckford's intention to hold the Remainder Monies with no interest accruing to the Customer for a further period of 3 months from the date of the Final Notice (Final Notice Period).

v) State that if Seckford does not hear from the Customer within the Final Notice Period then the Customer will forfeit the Remainder Monies which shall be transferred absolutely to Seckford.

## NOTICES

A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or email address or fax number given at the time of entering into this agreement or as subsequently notified in writing to the other party.

Any notice shall be deemed to have been received:

i) If delivered by hand at the time the notice is left at the proper address;

ii) If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting

iii) If sent by fax or email, at 9.00 am on the next Business Day after transmission.

#### **REMOVAL OF ENTIRE STOCKS**

All monies due to Seckford by the Customer must be paid and cleared in full prior to the final release of goods with sufficient reclaimable value to cover any amounts owing by the Customer and suspended duty and VAT. Removal of entire stocks terminates the contractual relationship in its entirety between the Customer and Seckford.

#### **SECKFORD ONLINE CONDITIONS OF USE**

Use of the Seckford online portfolio is at the Customer's own risk. Whilst Seckford will take all reasonable steps to ensure the information contained on the Website is as accurate as possible.

Seckford shall not be in breach of this contract in the event of failure to make available Seckford's online portfolio due to circumstances beyond its control.

Seckford reserve all rights to withdraw, amend or cancel the Website, with or without notice, and Seckford shall not be contractually bound to offer any service once it has been withdrawn, amended or cancelled.

#### **TERMINATION**

Either Seckford or the Customer may terminate this contract of storage by giving to the other 2 weeks notice in writing via any media. If to the Customer notice shall be to the Customer's last known address.

#### **EFFECTIVENESS OF TERMS & CONDITIONS**

These Terms and Conditions take effect immediately and supersede all previous versions that are now null and void.

Receipt of stock into the Seckford bond and or use of Seckford's online portfolio service are classed as acceptance of these Terms and Conditions by the Customer, unless otherwise agreed in writing by Seckford.

Seckford reserves the right to alter these Terms and Conditions subject to 28 days notice being given to the Customer.

#### **LAW/JURISDICTION**

English law shall apply to this contract. The Customer agrees to submit to the jurisdiction of the English.