

# Private Customer Terms and Conditions

(Online, Email and Telephone Sales)

Last updated: 30<sup>th</sup> May 2022

## About these Terms

These terms and conditions (these "**Terms**") apply to and form part of every contract between Armit Wines for purchases of wine and storage services made by private customers ("**the Customer**", "**you**" or "**your**") on our website or by telephone / email.

These Terms are set out in the following Parts:

Part 1 - General Terms (clauses 1 to 12)

Part 2 - En Primeur (EP) Wine (clauses 13 to 15)

Part 3 - Private Reserve (PR) Wine (clauses 16 to 30)

Please click here (</pdfs/private-customer-terms-and-conditions.pdf>) to download these Terms. No terms and/or conditions which the Customer may seek to impose or which may be implied by trade, custom, practice or course of dealing shall apply.

If you are a trade customer, please note that our Trade Terms will apply. Trade Terms can be viewed here (</trade-terms-conditions>).

We reserve the right to alter these Terms at any time. Any changes will take effect when posted on our website.

Nothing in these Terms affects your statutory rights, either as a consumer or otherwise.

## About us

Armit Wines Limited is a company registered in England and Wales (company number 05492886, VAT Number: 872 5765 85) whose registered office address is at The Triangle, 2<sup>nd</sup> Floor, 5-17 Hammersmith Grove, London, W6 0LG ("**Armit Wines**", "**we**", "**us**" or "**our**").

## Contacting us

You can contact us by telephoning our Customer Service team on 0207 908 0600 (tel:+442079080600), by email to [support@armitwines.co.uk](mailto:support@armitwines.co.uk) (mailto:support@armitwines.co.uk) or by post to Armit Wines Limited, The Triangle, 2<sup>nd</sup> Floor, 5-17 Hammersmith Grove, London, W6 0LG.

## Keeping your contact details up to date

It is important that we keep all your contact details up to date. You must tell us (using any of our above contact details) if you change your name, address, email address or telephone number. For security, we may then contact you to confirm your change of details.

## Part 1 - GENERAL TERMS

### 1. Definitions

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

**1.2 Contract** - the agreement between you (Customer) and us (Armit Wines) for the sale and purchase of the Goods and / or PR Services, including these Terms and any Order Confirmation.

**1.3 Customer's Own (CO) Wine** - wine which you have not bought from us and which is brought into your Private Reserve.

**1.4 Duty Paid (DP)** - wine in respect of which any applicable UK customs duty, excise duty and VAT has been paid. **DP Wine** is wine that we sell to you Duty Paid.

**1.5 En Primeur (EP)** - wine in an unfinished state, before it is bottled and/or shipped by the producer. **EP Wine** is wine that we sell to you En Primeur. See Part 2 below.

**1.6 EP Contract** - an agreement between you and us for the sale and purchase of EP Wine.

**1.7 Goods** - the wine that we sell to you under the Contract (whether DP Wine, IB Wine, EP Wine or a combination of them).

**1.8 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 it is removed from bond. **IB Wine** is wine that we sell to you In Bond.

**1.9 Order Confirmation** - our written confirmation of the Order.

**1.10 Order** - your order for the Goods or PR Services.

**1.11 PR Contract** - a contract under which we agree to provide PR Services to you on and subject to the terms set out in the section of these Terms titled "Customer's Private Reserve".

**1.12 PR Services** - our storage of your Private Reserve (including any CO Wine) on your behalf.

**1.13 Private Reserve (PR)** - means your private reserve that we store on your behalf. **PR Wine** is wine that we store in your Private Reserve (including any CO Wine). See Part 3 below.

**1.14 Site** - a warehouse at which any PR Wine is held for the time being, whether In Bond or Duty Paid.

**1.15 Terms** - these terms and conditions, including where applicable the sections dealing respectively with any En Primeur sales (see Part 2 below), and your Private Reserve (see Part 3 below).

## **2. Our contract with you**

**2.1** These Terms and the Order Confirmation together set out the whole Contract between the Customer and Armit Wines. If any of these Terms are inconsistent with any term of the Order Confirmation, then the Order Confirmation shall prevail.

**2.2** In the case of DP or IB Wine, a contract for the sale and purchase of Wine on these Terms shall become binding on you and us when we send you the Order Confirmation. For EP Wine specific Terms apply. Please see Part 2 below.

**2.3** You must check that the Order Confirmation is complete and accurate and inform us immediately of any discrepancy as we will not be responsible for any errors in your order.

**2.4** If you place an order on behalf of someone else, you confirm to us that you have all necessary authority to do so. You must not impersonate any other person or use a false name or a name that you are not authorised to use. We may require confirmation from the account holder of your authority, which may include limits on your purchasing authority.

**2.5** Irrespective of whether you buy any Goods or PR Services for a third party (including where you are acting as a trustee for a third party), or you agree to transfer the beneficial ownership of any Goods or any of your Private Reserve to a third party, and whether or not we have been informed of this, the Contract is personal to you and we will not have any responsibility to the third party. You alone will be responsible for all charges and amounts payable and for providing all instructions in relation to the Goods and your Private Reserve.

## **3. Purchase and availability of goods**

**3.1** It is against the law to purchase alcohol if you are under the age of 18 or for someone else who is under that age. By placing an order, you confirm that you are aged 18 years or over. We reserve the right not to sell or deliver any wine to anyone who is, or appears to be, under the required age.

**3.2** The minimum order quantity is one Case.

**3.3** All Goods are offered subject to availability.

**3.4** 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. If this happens, we will inform you if this means that delivery of any of the Goods will be delayed or has become impossible. In the latter event:

**3.4.1** we will do our best to offer you an acceptable substitute for the same or a lower price which you can choose to accept or reject;

**3.4.2** we shall otherwise have no legal responsibility to you other than to make a refund or credit as appropriate.

#### **4. Price of the Goods**

**4.1** The current list prices of the Goods we offer, details of our charges for delivery, and the current rates of any applicable UK customs duty, excise duty and VAT are published on our website. If a product is not listed, please contact us to check its availability and price.

**4.2** In the case of DP or IB Wine, 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 set out in the Order Confirmation.

**4.3** Unless otherwise stated in the Order Confirmation, prices stated are per Case.

**4.4** We reserve the right to change our prices. In the case of DP or IB Wine no such changes will affect orders in respect of which we have already issued an Order Confirmation, provided that delivery charges and any applicable UK customs duty, excise duty and VAT on DP Wine will be charged at the rates prevailing on the date of our invoice.

**4.5** The price may change if the Goods are subject to any taxes, duties or delivery charges applied in the country you have selected for delivery.

**4.6** We use all reasonable efforts to ensure that the prices shown on our website are accurate. However, errors may sometimes occur. If we discover an error in the price of a product, we shall be under no obligation to accept or fulfil an order at the incorrect price and reserve the right to cancel the order even after we have issued an Order Confirmation.

#### **5. Payment methods**

**5.1** Our standard policy is to process payment at the time of ordering. If we cannot supply you with the Goods that you ordered but you have already paid for them we will refund you as soon as possible and in any event within 30 days.

**5.2** Our preferred method of payment, excluding online transactions, is a bank transfer. We also accept most major credit and debit cards including Visa, Mastercard, Switch/Maestro although we do not accept Amex. Please allow three working days for bank transfers to clear. We also accept direct debit as a method of payment; please click here (<https://pay.gocardless.com/AL0003FM8P212Z>) to set up a mandate.

**5.3** When ordering over the phone, it is important that you quote your Customer number when making a payment to ensure that the payment can be easily identified and applied to your account.

**5.4** We will do all that we reasonably can to ensure that all of the information you give us when paying for the Goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this Contract or our Privacy Policy (see clause 11) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

## **6. Delivery of DP Wine**

**6.1** We will make every effort to deliver the Goods to you within seven working days of the date of our Order Confirmation if you are located in the mainland United Kingdom (delivery to the Highlands, Offshore Islands and Northern Ireland will take longer). In the event of any unforeseen delay outside of our control, we will inform you of the delay, the reason for it, and of the revised estimated delivery date in writing or by telephone. This will not affect your right to cancel the Contract.

**6.2** 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 apply additional delivery charges for each instalment. 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.

**6.3** If a scheduled delivery fails to arrive by the latest estimated date, please advise us by telephone or in writing as soon as reasonably possible and in any event within seven (7) days of the estimated delivery date.

**6.4** Delivery of DP Wine will be completed when we deliver that DP Wine to you or in accordance with your instructions at the delivery address stated in the Order Confirmation. You may be asked to provide our driver with a form of ID (passport or photocard driving licence).

**6.5** If nobody is available to take delivery, please contact us using the contact details at the top of these Terms. We will make two attempts to complete delivery, after which any further attempt must be arranged and paid for by you.

**6.6** We will not be responsible for any loss you suffer as a result of you instructing us to deliver DP Wine to a different address to that stated in the Order Confirmation.

**6.7** In the case of IB Wine, delivery will be completed when we transfer it to your Private Reserve with us or another bonded location of your choice.

**6.8** For details of our delivery charges please click [here](/services-events/wine-delivery) (/services-events/wine-delivery).

## **7. Order Cancellation**

**7.1** In the case of DP Wine, you may cancel your Order at any time up to 14 days after the day on which you received the Goods, without penalty and without having to give any reason.

**7.2** If you decide to cancel:

**7.2.1** you must notify us of your decision, in writing, within the 14 day period as above using the contact details at the top of these Terms. You may use the model cancellation form available [here](/files/model-cancellation-form.docx) (/files/model-cancellation-form.docx), but it is not obligatory;

**7.2.2** you must return the Goods delivered to you, as soon as reasonably possible, to the UK mainland address that we specify in our acknowledgement of your cancellation notice. You will have to bear the direct cost of returning the Goods. The cost is estimated at a maximum of approximately £15 per order;

**7.2.3** the Goods must be returned in substantially the same condition in which they were delivered, with bottles unopened and all seals intact, and must reach us no later than 14 days after the date of our acknowledgement of your cancellation notice;

**7.2.4** if you wish to exercise your right of cancellation in respect of any Goods supplied in sealed wooden cases or other special or presentation packaging, those Goods must be returned unopened.

**7.3** You will lose the right to cancel if you do not follow the above.

**7.4** Once you have returned the Goods as required above, we will within 30 days either refund the appropriate amount to you (including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us)), or credit it against any other amount(s) you owe to us, and confirm what we have done in writing to you.

**7.5** We will make the refund using the same means of payment as you used for the initial purchase, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.

**7.6** We may withhold the refund until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.

**7.7** We may make a deduction from the reimbursement for loss in value of any Goods, if the loss is the result of unnecessary handling by you.

**7.8** In the case of IB Wine you may cancel your Order at any time up to 14 days after the day on which the Wine is transferred to your Private Reserve, without penalty and without having to give any reason. If you decide to cancel you must notify us of your decision, in writing, within the 14 day period as above.

**7.9** On receipt of your notification, we will within 30 days remove the relevant IB Wine from your Private Reserve, either refund the appropriate amount to you or credit it against any other amount(s) you owe to us and confirm in writing what we have done.

## **8. Title and risk**

**8.1** In the case of DP Wine, the Goods will be your responsibility from completion of delivery.

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

**8.3** Ownership of IB Wine transferred to your Private Reserve will only pass to you when we receive payment in full of all sums due in respect of the Goods, and any other goods or services that we have supplied to you, and IB Wine in respect of which ownership has passed will remain subject to clause 24 below.

## **9. Acceptance of Wine and quality control**

**9.1** It is your responsibility to check the Goods on or as soon as reasonably possible after their delivery to you.

**9.2** Any broken, damaged, missing or incorrect Goods should be:

**9.2.1** 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,

**9.2.2** reported to us by telephone or in writing (using any of our above contact details) as soon as reasonably possible.

**9.3** We shall be entitled to reject any claim for broken or damaged Goods, incorrect quantities or incorrect Goods if you do not notify us of it as soon as reasonably possible and within seven (7) days after the day of delivery at the latest.

**9.4** Armit Wines makes every effort to ensure that the wines we sell to you are of satisfactory quality and appropriate for the age of the wine.

**9.5** As wines may age and develop in a non-uniform manner, we will not have any responsibility for subjective judgements such as in respect of quality or drinkability. We do not provide refunds for wines that are corked or otherwise out of condition and older wines are therefore sold as seen.

**9.6** If any of the Goods are believed to be unsatisfactory, please retain them and let us know as soon as reasonably possible by telephone or in writing (using any of our above contact details).

**9.7** If we are satisfied that the Goods were unsatisfactory at the time of delivery, we will replace them.

**9.8** 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.

**9.9** These Terms will apply to any replacement Goods we supply to you.

**9.10** Nothing in these Terms will affect your legal rights. For detailed information regarding your legal rights please visit the Citizens Advice website (<https://www.citizensadvice.org.uk/>) or call 03454 04 05 06 (tel:+443454040506).

## **10. Our legal responsibility to you**

**10.1** If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

**10.2** We do not exclude or limit in any way our legal responsibility to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for



fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods.

**10.3** Due to the nature of the Goods, we shall have no legal responsibility to you for any fault or deterioration in any DP Wine we sell to you which arises, after its delivery to you, as a result of fair wear and tear, wilful damage, accident, negligence by you or any third party, or from your handling or storing the Goods inappropriately.

**10.4** In the case of wine bought from us and stored in your Private Reserve, our responsibilities and liabilities to you shall be as set out in the Private Reserve section in Part 3 below.

**10.5** We are not liable for business losses. We only supply the Goods for your domestic and private use. If you use the Goods for any commercial, business or re-sale purpose we will have no legal responsibility to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**10.6** In entering the Contract, you have not relied on any statements or representations made orally or otherwise which are not included in these Terms.

**10.7** We will not be responsible to you for any delay or failure to comply with our obligations under this Contract if the delay or failure arises from any cause beyond our reasonable control.

## **11. Data protection**

**11.1** Any personal information we obtain from you in connection with the Contract will be held and processed in accordance with our Privacy Policy, which can be viewed here (</privacy-policy>).

**11.2** It is important that we keep all your contact details up to date. You must tell us (using any of our above contact details) if you change your name, address, email address or telephone number. For security, we may then contact you to confirm your change of details.

## **12. Other important terms**

**12.1** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the Contract within one month of us telling you about it and we will refund you any payments you have made in advance for Goods or services not provided.

**12.2** You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

**12.3** The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

**12.4** This Contract shall be binding on, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assigns, and references to the Customer or Armit Wines shall include that party's personal representatives, successors and permitted assigns.

**12.5** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**12.6** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Goods or PR Services, we can still require you to make the payment at a later date.

**12.7** Where the Customer is two or more persons your obligations under the Contract shall be obligations of each of you jointly and separately.

**12.8** In these Terms, a reference to writing or written includes email.

**12.9** These Terms are governed by English law and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods in either the Northern Irish or the English courts.

## **Part 2 - EN PRIMEUR SALES**

### **13. Our contract with you for EP Wine**

**13.1** An EP Contract shall come into existence when we send you an Order Confirmation which includes any EP Wine.

**13.2** You must pay the amount payable for the EP Wine as stated in the Order Confirmation immediately on our acceptance of your order. It will be inclusive of the cost of shipping to the UK, but exclusive of any applicable UK customs duty, excise duty and VAT and any subsequent costs for delivering the EP Wine to you upon its removal from a bonded warehouse. These costs will become payable upon removal of the EP Wine from a bonded warehouse based on the rates prevailing at that time as set by HMRC or our standard delivery charges (as applicable).

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

**13.3.1** payment of the amount payable immediately as above; and

**13.3.2** the remaining terms and conditions in this Part 2 below.

## **14. Order Cancellation of EP Wine**

**14.1** You may cancel any Order for EP Wine at any time up to 14 days after the date of our Order Confirmation for the relevant EP Wine, without penalty and without having to give any reason. If you decide to cancel:

**14.1.1** you must notify us of your decision, in writing, within the 14 day period as above using the contact details at the top of these Terms. You may use the model cancellation form available here ([/files/model-cancellation-form.docx](#)), but it is not obligatory;

**14.1.2** 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.

**14.2** We will make every effort to meet all EP Wine orders we have acknowledged 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 legal responsibility to you other than to 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.

**14.3** If you fail to pay for your EP Wine within 14 days of your prepayment invoice due date, then we reserve the right to cancel your order and reallocate the wines to other customers.

## **15. Delivery of EP Wine**

**15.1** 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.

**15.2** When any EP Wine included in an EP Contract is delivered to us, we will notify you in writing of its arrival and transfer it to your Private Reserve. Delivery of the relevant EP Wine to you will be completed upon that transfer.

**15.3** Ownership of EP Wine will only pass to you when we have received payment in full of all sums due in respect of the EP Wine, and any other goods or services that we have supplied to you, and EP Wine held in your Private Reserve in respect of

which title has passed will remain subject to our Right of Retention as set out in clause 24 below.

**15.4** Once we have transferred any EP Wine to your Private Reserve then the provisions of Part 3 below will become applicable to that EP Wine. We will also invoice you for the amount due in respect of Private Reserve charges for the balance of the charging year.

## **Part 3 - CUSTOMER'S PRIVATE RESERVE**

In addition to the terms above, the following shall also apply where any of the Goods are delivered to you by transfer to your Private Reserve, or you request us, and we agree, to hold any third-party supplied wine belonging to you in your Private Reserve.

### **16. Private Reserve Contract**

**16.1** A PR Contract shall be formed when we first agree to establish a Private Reserve for you and to transfer wine bought from us to your Private Reserve.

**16.2** You must provide us with a valid email address at which we can contact you in order to enter into a PR Contract with us.

**16.3** The PR Contract shall come to an end when we no longer hold any PR Wine on your behalf, or it is terminated either by you or by Armit Wines for one of the reasons detailed below under clause 25 titled "Termination of the PR contract".

**16.4** By agreeing with us that any wine is to be transferred to your Private Reserve, you agree that that wine, and all other PR Wine we hold for you for the time being, will be subject to these terms as may be varied by us from time to time by notice to you.

### **17. Operation of Private Reserve**

**17.1** You may lay the following Goods bought from us down in your Private Reserve:

**17.1.1** a full Case of a single wine;

**17.1.2** a Case made up of a mix of wine selected by you, subject to an additional charge;

**17.1.3** a pre-mixed Case offered by us as a mixed case; or

**17.1.4** individual bottles.

**17.2** You may also lay down CO Wine in your Private Reserve (see clause 18 below).

**17.3** We will store your PR Wine at the relevant Site and maintain a separate record of your Private Reserve holding at all times.

**17.4** We shall be entitled to sub-contract the warehousing of your PR Wine to any third-party warehousing service provider of our choice, and may in our sole discretion determine at which Site your PR Wine shall be held from time to time.

**17.5** Once a year we will send you a statement listing all your PR Wine, which acts as a stock certificate. Please keep the latest statement, and any amendment or supplement to it, as proof of your title to your PR Wine.

**17.6** We will take reasonable care in the preparation of annual statements, but we shall have no legal responsibility to you for any inaccuracy unless you can show that it was due to our failure to take reasonable care.

**17.7** If you identify any error or omission in your annual statement, then please contact [reserves@armitwines.co.uk](mailto:reserves@armitwines.co.uk) (mailto:reserves@armitwines.co.uk) immediately and in any event within three months of your receipt of the annual statement. We work hard to ensure accuracy in our information but please understand that resolving issues becomes increasingly difficult as time passes. Unless otherwise agreed in writing, the annual statement is conclusive evidence of the description and quantity of the PR Wine we hold in storage for you and we cannot be responsible for any queries or errors or omissions which are not raised with us within three months of your receipt of the annual statement.

**17.8** Unless it expressly states otherwise, the annual statement will show the latest available estimated market value for every item of PR Wine held on your behalf. Any such estimate will be as supplied to us by Liv-Ex or such other independent fine wine price index as we determine. Although stated in good faith, it is ultimately only an opinion as to value. It is given without any warranty or guarantee on our part, and we shall not have any legal responsibility in respect of any such valuation. For a more accurate estimate, please contact our Reserves team at [reserves@armitwines.co.uk](mailto:reserves@armitwines.co.uk) (mailto:reserves@armitwines.co.uk).

**17.9** Annual statements may also include brief recommendations whether to keep or drink particular wines. Although given in good faith, any such recommendation is ultimately only an opinion. It is given without any warranty or guarantee on our part, and we shall not have a legal responsibility in respect of any such recommendation.

**17.10** You may inspect your PR Wine at any Site at which it is currently held at any time during normal business hours by prior arrangement. Please contact us if you would like to make an appointment for this purpose. Please note that there will be a charge for this service.

## **18. Storage of your own wine (CO Wine)**

**18.1** Once your Private Reserve is established in respect of wine bought from us, we will be prepared to store CO Wine in your Private Reserve. Such arrangements will usually be subject to individual negotiation, but the following terms shall apply unless otherwise agreed in writing.

**18.2** Should you wish to bring any CO Wine into your Private Reserve, you must first advise us in writing and list the wines and the quantity of each wine alongside any other requested information.

**18.3** Any such wine is warranted by you to be your property, and must be clearly identified as such. We will confirm the Site to which the wines should be delivered.

**18.4** We will advise you in writing if any wine received is not as described by you, or is missing, damaged or in unsatisfactory condition, and if for any reason we decline to accept any wine for storage. It will be your responsibility to arrange the uplift and removal from the relevant Site of any wine we decline to accept for storage.

**18.5** We will also invoice you for our charges for receiving, handling and verifying your wine, in accordance with our current tariff or as otherwise agreed.

**18.6** If you wish us to take photos of the wines upon receipt for you then we can arrange this for a charge. Contact [reserves@armitwines.co.uk](mailto:reserves@armitwines.co.uk) (mailto:reserves@armitwines.co.uk) for details of charges. We will then arrange for each individual Case to be opened and for its contents to be photographed (except where a Case appears to be chateau-banded and/or a sealed original case or carton, or where you inform us that you have purchased it EP and it will be delivered to us ex-winery, we will not open it and will photograph the unopened Case instead). We will send you a schedule of the wine received, and copies of the relevant photographs.

**18.7** You must check the schedule and photographs for accuracy and notify any error or omission to us as soon as possible. Unless otherwise agreed in writing, the schedule and photographs shall be conclusive evidence of the description and quantity of any CO Wine we accept for storage.

**18.8** You will fully reimburse us in respect of any costs we incur in respect of any third-party claim in respect of any CO Wine, and in respect of any legal or other costs, losses or liabilities we may suffer as a result of accepting the transfer of any CO Wine into your Private Reserve or in respect of any CO Wine delivered to us with a view to PR storage which we decline to accept.

**18.9** By accepting any CO Wine for storage, we do not give you any warranty or make any representation to you, except that the CO Wine appears to be as described by you and that the contents of each Case were as depicted in the photographs sent to you, if requested and paid for, at the time they were taken.

**18.10** We cannot and do not give any warranty as to the nature or condition of the contents of any individual bottle. We shall owe you no duty or obligation:

**18.10.1** to inform or advise you of any matter concerning the condition or contents of any Case of CO Wine accepted for storage; or

**18.10.2** to carry out or suggest any tests in order to authenticate the contents of any individual Case or bottle.

**18.11** Our only obligations in respect of CO Wine shall be to take all reasonable care to keep it safely and in optimum conditions for storage of wine; and to perform all the other obligations that we expressly undertake as set out in Part 3 of these Terms titled "Customer's Private Reserve".

## **19. Our obligations in respect of PR Wine**

**19.1** As from the time when the Goods are delivered to your Private Reserve we shall take all reasonable care to keep the Goods safely and in optimum conditions for storage of wine.

## **20. Insurance of PR Wine**

**20.1** Your PR Wine will be insured on an "All Risks" basis while it is held by us. Please contact us for full details of the insurance cover which may differ according to the Site.

**20.2** In the unlikely event of the total loss of any of your PR Wine we will use reasonable efforts to replace that wine. If that is not reasonably possible, we will reimburse its fair market value at the date of the loss. Unless otherwise agreed, the market value shall be as certified by Liv-Ex or another independent fine wine price index that we nominate.

**20.3** If one or more of the bottles in a Case are lost or broken, and if so provided in the insurance applicable at the relevant Site, in addition to the value of the lost or broken bottle(s), we shall also reimburse an amount equal to 10 per cent. of the total value of the Case.

**20.4** Please note that the insurance is provided by a third party and will be subject to various exclusions and limitations. You agree that our liability with respect to any loss you may incur will be limited to the amount we may recover under our insurance policy.

**20.5** Loss of any PR Wine in these circumstances shall, if it is not replaced, be treated as a withdrawal of that wine for the purpose of calculating PR charges.

## **21. PR charges**

**21.1** Our current charges for PR storage and handling, inclusive of VAT and insurance, are published on our website (</services-events/storage-selling>) and are payable annually in advance. Wines withdrawn during the year are not eligible for a storage credit. There is a minimum charge equivalent to the cost of storing one 9-litre Case.

**21.2** Invoices will be issued annually, at the rate(s) current at the invoice date. By paying our invoice as above, you agree that all PR Wine we hold for you for the time being will be held on and subject to the terms set out in Part 3 of these Terms titled "Customer's Private Reserve".

**21.3** In relation to any wine added to your Private Reserve during a year, the amount payable in respect of storage, handling and insurance for the current year will be calculated pro rata from the month in which the wine is received into your Private Reserve, to the nearest whole month, and invoiced to you when the relevant wine is so received.

**21.4** If you dispute any element of an invoice issued to you under this clause 21, you must raise this with the Reserves team at [reserves@armitwines.co.uk](mailto:reserves@armitwines.co.uk) (<mailto:reserves@armitwines.co.uk>) within seven days of your receipt of the invoice. For the avoidance of doubt, any elements of the invoice which are not disputed shall become due and payable on the date set out in the invoice.

**21.5** Where we have your authority to charge amounts payable by you from time to time to a debit or credit card, we shall be entitled to charge any amount due from you under any provision of Part 3 of these Terms titled "Customer's Private Reserve" to any such card, in accordance with the terms of such authority. For Customers who have agreed a Direct Debit payment method with us, we shall also be entitled to collect monies owed by this method as part of the automated collection process.

**21.6** We will be entitled to charge interest on any sums owing to us at the rate of 4% above the Bank of England base rate from the date the payment is due.

## **22. Selling your PR Wine**

**22.1** If you inform us that you would like to sell any of your PR Wine, we may (but shall not be obliged to) either:

**22.1.1** offer to buy some or all of it from you; or

**22.1.2** agree to offer some or all of it for sale on your behalf.



**22.2** If we wish to buy some or all of your PR Wine, we will confirm our offer to you in writing. Our offer will detail the price we are willing to pay, any VAT or duty that may be payable, and any other applicable conditions of purchase.

**22.3** If you wish to accept our offer, once we have received your confirmation in writing a contract will be formed between us for the sale of the relevant PR Wine. Title to the PR Wine in question will then pass to us and we may withdraw it from your Private Reserve.

**22.4** We will confirm completion of the sale to you in writing within 7 working days.

**22.5** Within 30 days, following month end, after the formation of a sale contract we will:

**22.5.1** transfer the agreed net price to you by crediting it to your client account with us; or

**22.5.2** where you have requested us to do so, pay the agreed net price to you,

in each case, after deducting any amounts owed to us by you and we shall provide you with an updated statement of your account.

**22.6** If we agree to offer some or all of the PR Wine for sale on your behalf, we will in writing:

**22.6.1** confirm our willingness to do so;

**22.6.2** detail our proposed commission, any VAT or duty that may be payable, and any other applicable conditions; and

**22.6.3** request your confirmation of the price at which you are willing to sell the relevant PR Wine, net of our commission and any VAT or duty that may be payable.

**22.7** Once you have provided such confirmation in writing, we then have your authority to offer the relevant PR Wine for sale on your behalf by such methods and/or sales channels as we think appropriate and to accept on your behalf any offers received for purchase of the wine at the agreed selling price. You may instruct us in writing not to continue offering the PR Wine for sale at any time, provided that we have not already accepted an offer from a buyer in respect of some or all of the relevant PR Wine.

**22.8** If and when we accept on your behalf an offer from a buyer, then:

**22.8.1** a contract between you and the buyer will thereupon be formed for the sale of the relevant PR Wine at the agreed price at which we offered it;

**22.8.2** title to that PR Wine will pass to the buyer when we withdraw the PR Wine from your Private Reserve.

**22.9** We will confirm formation of any such sale contracts to you in writing within 10 days. Within 30 days, following month end, after any such sale contracts are formed we will:

**22.9.1** transfer the price received less our agreed commission to you by crediting it to your client account with us; or

**22.9.2** where you have requested us to do so, pay the agreed net price to you,

in each case, after deducting any amounts owed to us by you and we shall provide you with an updated statement of your account.

### **23. Arranging withdrawal of PR Wine**

**23.1** PR Wines may be withdrawn at any time in the same way in which they were laid down (i.e., as unmixed Cases, pre-mixed Cases, selected-mixed Cases or individual bottles). All you need to do is let us have a written withdrawal request:

**23.1.1** listing the PR Wines you wish to withdraw; and

**23.1.2** stating the address to which you wish them to be delivered.

**23.2** On receipt of your withdrawal request we shall arrange withdrawal and delivery of the relevant PR Wines to you, and 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, see our [website \(/services-events/wine-delivery\)](#) for full details). We reserve the right not to deliver the PR Wine until all applicable excise duty, VAT and delivery charges have been paid to us.

**23.3** Delivery will be completed when we deliver the relevant PR Wine to you or in accordance with your instructions at the delivery address stated in your withdrawal request.

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

**23.5** We will not be responsible for any loss you suffer as a result of you instructing us to deliver PR Wine to a different address to that stated in the Order Confirmation.

**23.6** It is your responsibility to check any PR Wine delivered on or as soon as reasonably possible after its delivery to you, including where delivery is made to another bonded warehouse in accordance with your instructions.

**23.7** Any broken, damaged, missing or incorrect Goods should be:

**23.7.1** 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,

**23.7.2** reported to us by telephone or in writing with a photo if possible as soon as reasonably possible.

**23.8** We shall be entitled to reject any claim for broken or damaged Goods, incorrect quantities or incorrect Goods if you do not notify us of it as soon as reasonably possible and within seven (7) days after the day of delivery at the latest.

## **24. Our right of retention**

**24.1** We reserve the right to decline to release wines held in your Private Reserve if and for so long as any amount due to us, however incurred, is outstanding on your account.

**24.2** In any such case you will remain fully liable for PR charges until you have cleared your account and we are able to release the wine to you.

## **25. Termination of the PR Contract**

**25.1** The PR Contract shall automatically come to an end when we no longer hold any PR Wine on your behalf.

**25.2** If the PR Contract between us has ceased then, after taking reasonable steps to trace or communicate with you, we shall have the right to terminate the PR Contract by giving you notice stating the proposed termination date, which will be not less than one month after the date of the notice. We shall be entitled to charge you for any reasonable costs we incur in attempting to trace you.

**25.3** We may terminate the PR Contract and require you to withdraw your PR Wine at any time by giving you notice as follows:

**25.3.1** immediately if you fail to pay our PR Charges in accordance with these Terms;

**25.3.2** immediately if you commit any other serious breach of any obligation owed to us under any contract between us, or any serious unlawful act which we consider has caused or will cause us loss or damage;

**25.3.3** immediately if you become insolvent or subject to any criminal investigation, charge or conviction involving dishonesty; or

**25.3.4** in any other case, and without having to give any reason, by giving you at least one month's notice.

**25.4** We may combine with any notice of termination of the PR Contract a notice of our intention to sell any PR Wine held on your behalf if you fail to arrange for its withdrawal within three months after the date of such notice. In any such case we shall then have the right, without further notice to you and as soon as is practicable after the end of the three month period, to sell all such PR Wine at the market value then pertaining.

**25.5** When the PR Wine has been sold we shall be liable to account to you for the net proceeds of sale after deduction of all sums owing to us, including any reasonable charges incurred attempting to trace you under clause 25.2 and our further charges up to and including the date of sale and any other costs of or in connection with the sale. This will include the normal commission fee applicable to the sale of Customer wine.

**25.6** For the avoidance of any doubt, we shall owe you no duty:

**25.6.1** to incur any unreasonable expense or take any unreasonable step in order to trace or communicate with you;

**25.6.2** to sell any PR Wine before it begins to approach the end of its drinking life and/or decline in value for any other reason; or

**25.6.3** to pay interest on any unclaimed balance on your account.

**25.7** You will remain fully liable for PR charges until your PR Wine is actually withdrawn or sold following any such termination.

## **26. Sale or transfer of PR Wine**

**26.1** The sale or transfer of any PR Wine to a third party may take place by special arrangement. Please contact us if you would like to arrange this.

## **27. Your obligation to us**

**27.1** You agree to reimburse us on demand if we suffer any loss arising from:

**27.1.1** any claim made by any third party as a result of our performing our obligations or exercising our rights under the PR Contract; or

**27.1.2** any breach by you of any term of the PR Contract.

## **28. Our legal responsibility for PR Wine**

**28.1** While we will take all reasonable care to ensure that your PR Wine is at all times carefully handled and stored in the optimum conditions for storage of wine, we shall have no legal responsibility to you for any ullage or deterioration that may occur over time through natural processes to which all wines, corks, bottles and/or packaging may be susceptible, however carefully handled and stored.

**28.2** While we are always happy to give our opinion, on request, as to the condition, saleability and/or drinkability of any of your PR Wine, we shall have no legal responsibility to you for any such opinion. We are not authorised to give financial or investment advice under Financial Services legislation, and we are not regulated under Financial Services legislation.

**28.3** Our maximum liability to you for any breach of the PR Contract or negligence on our part in relation to your PR Wine resulting in its total loss shall be limited to the lower of replacement value or the fair market value at the date of the relevant loss.

**28.4** We shall have no legal responsibility to you for any fault or deterioration in any of your PR Wine bought from us which arises, after its delivery to you, as a result of fair wear and tear, wilful damage, accident, negligence by you or any third party, or from your handling or storing the PR Wine inappropriately.

## **29. Transfer upon death**

**29.1** In the event we are holding PR Wine on behalf of a Customer who is deceased, we shall only release such PR Wine to the Customer's beneficiary or beneficiaries once we have been provided with proof of title setting out such beneficiary or beneficiaries entitlement to the PR Wine.

## **30. Notices**

**30.1** Any notice or consent required or permitted to be given pursuant to or in connection with the PR Contract or any PR Wine shall be in writing and may be sent by prepaid registered post sent first class or transmitted via email:

**30.1.1** if given by Armit Wines, notice shall be addressed to you and posted or emailed to your last known address / email address or any other address / email address that you have notified to us in writing; and

**30.1.2** if given by you, notice must be addressed to us and posted or emailed to our address / email address set out in the Contacting us section at the top of these Terms.

**30.2** Notice served by post shall be deemed served on the second working day after the date of posting. Notice served by email shall be deemed served on the next working day after the date of transmission.

**30.3** You must notify us promptly in writing of a change of your address, phone numbers and email address, and any change in your billing or payment details.