

Terms and Conditions of Sale

1. These Terms

1.1 These terms and conditions apply to all sales of wine and any other goods by **William Hancock, World Wine Consultants SA or Khatchasizingher Dynamics to you the customer**. These terms will apply to all orders you place with us whether via telephone, our website by email or in person.

1.2 These terms will apply to all sales of wine by us to you unless and until these terms are changed by written agreement between ourselves.

1.3 These terms will apply whether you are dealing with us as a private or trade customer. However certain terms, where indicated, will only apply where you are dealing with us as a consumer.

2. When the Contract is made

2.1 A contract for sale which incorporates these terms in full will come into existence when we expressly accept your order. Please note that an acknowledgement of your order by us by telephone, email or by our website does not constitute acceptance of your order. Your order will be accepted when we take payment from you or issue an invoice for the order.

2.2 We will accept your order and a binding agreement will come into force between us on the earlier of us issuing an invoice to you or deducting the pre-authorised amount from your debit card.

2.3 If we issue an invoice to you and we have not pre-authorised the payment on a debit card then payment will be due from you immediately. The issuing of an invoice by us will constitute acceptance but we shall not be obliged to deliver or make available the wines to you until the invoice is settled in full.

2.4 Please note that the contract between us is conditional on the wines being available for sale to you and coming into our possession and we will be entitled to decline any order at any time up to acceptance in the event that we are unable to secure the wines on your behalf.

2.5 We may agree to deliver the wines to you, in this event then we will provide you with an estimated delivery date and delivery charge. Any dates are estimates only and we do not guarantee to meet any fixed delivery date unless specifically agreed.

2.6 If we have not agreed to deliver the wines to you then the wines will be placed into storage and will be available for collection from our storage facility 21 days after we have issued an invoice to you (subject to payment of our invoice) or earlier if we agree early collection with you. Please note that your right to cancel your order will apply from this date.

2.7 In order to purchase wines from us you must be at least 18 years old or you must have reached the requisite age in your home territory for the purchase of alcohol.

3. Payment Terms

3.1 Payment will be due immediately when we issue an invoice to you. We reserve the right to collect debit card details in advance and to pre-authorise your card for the purchase price in advance of accepting your order. Once we accept your order we will charge the appropriate balance to your card.

3.2 We reserve the right to withhold any wines you have ordered for non-payment of any invoice (and for the avoidance of doubt this may include an invoice for other wines or services). We may refuse to release any wines to you until such time as you have made payment for your order in full.

4. Retention of Goods Pending Payment

4.1 We will retain title in all wines sold by us until all sums due or to become due to us from you in respect of your order have been paid in full. This includes wines held on your behalf in our storage facility duty paid or in bond and we reserve the right to take possession and sell wines held with us in storage in order to settle any debt you have with us.

4.2 You will obtain title in the wines in the event that you have paid us in full and such wines are in your personal physical possession.

4.3 In the event that any sum is outstanding we reserve the right to suspend or withhold any delivery or collection.

4.4 Where any invoice is outstanding for more than 30 days then we may send written notice to the invoice address of our intention (at our discretion):

a) to treat the order as cancelled;

b) to purchase the wines which are covered by the invoice and are in our possession in accordance with clause 5; and/or

c) to purchase any other wines of yours which are held by us in storage in accordance with clause 5.

5. Default

5.1 In the event that any amount is owing from you to us (whether that amount arises under these terms of sales or otherwise) then you agree that we will have the right to purchase any of your wines which are held by us at a price governed by these terms in satisfaction of your liabilities. We will then be free to sell or otherwise deal with the wines.

5.2 In order to exercise our right to purchase wines we hold for you to satisfy your liabilities to us we will send written notice to your last known invoice address of our intention to purchase the wines. Seven days after sending such notice we will be entitled to take ownership and possession and (at our discretion) dispose of some or all of your wines which are held by us.

5.3 Upon purchasing the wines, we will credit you with 80% of the market value of the relevant wines (the "credit amount"). Market value will be assessed based on our list prices or by making reasonable enquiries and will be assessed on the date which falls seven days after the notice referred to in clause 5.2 is sent by us.

5.4 We will set the credit amount off against any sums you owe to us (including any interest owed). If the credit amount exceeds the sums you owe to us we will account to you upon request for any excess but we will not be obliged to pay interest on such excess. After we have credited you with the credit amount we will hold title to the relevant wines and we will be free to dispose of those wines at our discretion and we will not be required to account to you for any further sums received by us for those wines.

5.5 If any balance remains outstanding owing to us after we have purchased the wines and credited the credit amount to you then the balance shall remain payable by you.

5.6 Our right to purchase wines we hold for you to satisfy your liabilities does not affect any other remedies we may have.

5.7 You agree that given that the credit amount represents the typical price we would pay for the relevant wines, and given the existence of fluctuating demand and prices for wines the above terms are reasonable.

5.8 After we have purchased wines in accordance with this clause you will remain liable for any amount that remains outstanding and interest will continue to accrue at the rate of 5% above the base rate of the Bank of England applicable for the given period.

6. Storage, Delivery and Collection

6.1 When purchasing wines from us you will need to choose whether to store the wines with us or take delivery of the wines.

6.2 Where you opt for us to store the wines on your behalf then our terms will apply. Please note that when we store wine on your behalf we will assign the wine you have purchased to your name but the wines will remain in our custody.

6.3 Where you opt to collect the wines from our storage facility we will let you know in advance of the expected time of availability and you must give us at least 72 hours' notice of collection. Collection must be between the hours of 9AM to 4PM Monday to Friday (excluding Bank Holidays). For high volume or large orders we may require more than 72 hours' notice.

6.4 We may, at your request and as your agent, arrange for delivery of the wines to you but where you are dealing with us in the course of a business we will not be liable for any failure on the part of the carriers selected. 6.5 If wines purchased are not collected or delivered and you have not opted for us to store the wines on your behalf within three months of the date on which we issued an invoice for the wines to you then we will assume that storage is required and our storage terms will apply and we will be entitled to make a reasonable storage and administration charge at our standard rates applicable at the relevant time in relation to the wines.

6.6 Please note that if you fail to pay our storage and administration charges then our right to sell the wines as set out in our storage terms and above will apply.

7. Cancellation of Orders

7.1 If you are a trade customer then once an order has been accepted by us in accordance with clause 2 above then you will not be able to cancel the order.

Consumers' right to Cancel under the Consumer Regulations

7.2 If you are dealing with us as a consumer you have a right to cancel your contract with us under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Regulations") and the following terms explain how to cancel and the effect of cancellation:

7.3 The cancellation period will expire after 14 days after the day on which the wines are made available to you. The wines are made available to you:

b) 21 days following acceptance of your order (when the wines will be available for collection from our storage facility).

7.4 To exercise the right to cancel, you must inform, William Hancock (on behalf of WWC SA) DTO:140, 89 Pall Mall, London SW1Y 5HS email: william@worldwineconsultants.com telephone: 00 54 11 39 08 08 38 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).

7.5 To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effect of Cancellation

7.6 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for supplementary costs arising if you chose an enhanced delivery option).

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

7.8 We will make the reimbursement without undue delay and not later than –

– 14 days after the day we receive back from you any wines supplied, or

– (if earlier), 14 days after the day you provide evidence that you have returned the wines, or- If there were no wines supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

7.9 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the wines back or you have supplied evidence of having sent back the wines, whichever is the earliest.

7.10 You shall send back the wines without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the wines before the period of 14 days expires.

7.11 You will have to bear the direct cost of returning the wines.

7.12 You are only liable for any diminished value of the wines resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the wines.

8. Inspection and Acceptance of Wines

8.1 You agree to inspect all wines purchased from us on delivery or release.

8.2 Where you have opted for us to store the wines on your behalf then you agree that you are entitled to attend the storage facility in person or through an agent in order to inspect the wines. We strongly recommend that you inspect the wines within 14 days of collection, delivery or release to you and you agree to notify us immediately of any defect, damage, or shortage in, or to the wines.

8.3 We strongly recommend that you inspect the wines, or ask a third party to do so on your behalf, even if you have opted to store the wines with us or at an alternative location.

8.4 Where you are a trade or business customer you will be deemed to have accepted the wines as satisfying your order 14 days following collection, delivery or release to you.

8.5 Where you are a consumer you agree to notify us of any defects in the wines within 30 days from the date on which the wines are collected, released or delivered to you and after 30 days you will be deemed to have accepted the wines

8.6 If you have asked us to store the wines in our storage facility the 30 day period in which you may notify us of defects will start 21 days after we have accepted your order (when the wines will be available for inspection or collection from our storage facility).

9. Warranty and Nature of wines

9.1 If you are a consumer then we warrant that the wines purchased from us will be of satisfactory quality. If you are a business then we confirm that we have made reasonable endeavours to ensure that wines sold by us are of satisfactory quality.

9.2 We do not warrant taste or drinkability of wines purchased as drinkability and taste are subjective judgements.

9.3 With respect to older or high-value wines we will make reasonable efforts to verify the provenance of such wines but we cannot guarantee the authenticity or quality of the wine in the bottle. Older products may age and mature in different ways which may not be to all tastes, and some wines may deteriorate in quality. Opinions as to authenticity and provenance will vary and in many cases even following scientific testing and detailed research it is not possible to establish the authenticity or provenance of a given wine definitively.

9.4 We regret that given the nature of the wines we sell we do not provide refunds for corked wines.

9.5 Where wines are not (in our opinion) in perfect condition then the wines will be sold at a discount and we will supply a condition report together with photographs and such other information as may be available to us and it will be your decision whether or not to proceed with the purchase based on this information.

9.6 Where you have purchased wines from us then you accept that these wines may be subject to defects, imperfections, shortages, damage and normal wear and tear. You accept that wines will be in the condition to be expected having regard to their age, provenance and nature or where we have notified you of any such condition or defect.

9.7 We do not accept liability for minor or inconsequential defects or imperfections.

9.8 We may provide provenance information to you which has been given to us by our supplier however we are not able to research, test or verify this information. We cannot and do not warrant any such statements.

9.9 You accept that given the nature of wines these terms are reasonable in all the circumstances.

10. Liability

10.1 Our liability in any circumstances under or in connection with any sale of wines will be limited to the purchase price paid by you for the wines. Our liability will also be limited as set out in clause 9 above.

10.2 We will not be liable for any indirect or consequential losses or damages including lost bargain, lost profit, lost reputation, loss of anticipated savings.

10.3 We will not be liable to you or to any other party following the onward sale of wines by you.

10.4 Our liability for death or personal injury arising due to our negligence is not limited.

11. General

11.1 We reserve the right to alter these terms and conditions at any time. Any such changes will take effect when posted on our website. It is your responsibility to read the terms and conditions on each occasion the website is used or products ordered. Your use of the website or your agreement to place wines in storage with us shall signify your acceptance to be bound by these latest terms and conditions.

11.2 If any provision of these terms and conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

11.3 We will not be liable for any failure to meet our obligations occasioned by circumstances beyond our reasonable control.

11.4 These terms and conditions shall be governed by the laws of England and Wales and you agree to the exclusive jurisdiction of the courts of England and Wales.

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