

elliston & southwick fine wines

Terms & Conditions

Purchasing

We will purchase your wine outright or if you prefer we can offer broking terms at 10% of sale price. We have the cash for outright purchases due to our extensive network of customers and contacts.

Storage

The majority of our wine is stored at London City Bond, either in their Tilbury or Dinton depots. We charge £12.50 per case/per year ex vat for wines being held In Bond or Duty Paid.

Insurance

'We purchase extended insurance cover for our liability for our Customers goods whilst in our custody or control at location or designated warehouses for 'All Risks' of accidental physical loss or damage, subject to standard policy terms and conditions.

Basis of settlement is market value at the time of loss'.

Prices

This list cancels all previous lists and offers. Unless the contrary is shown, the prices in this list are in Pounds Sterling, exclude VAT and delivery charges and are provisional, subject to our confirmation upon acceptance of an order.

Payment

Unless the purchaser has an existing thirty-day credit account, payment is required prior to the goods being delivered. Interest will be charged at 5% above Lloyds Bank base borrowing rate and calculated daily on overdue accounts. We reserve the right to cancel an order if payment is not received in full after this time. No order will be delivered outside the U.K. without payment being received first.

Default

If any payment is overdue for four weeks or the goods have not been collected within three months of being available, or there is an earlier indication from you that payment will not be made or the goods will not be collected, we shall be entitled to send written notice to the invoice address of our intention to deal with, sell or otherwise dispose of the goods and 10 days thereafter we shall be at liberty to do so. Any method of resale is entirely at our discretion.

Upon resale you receive a credit of the net proceeds of the resale less 20%. Such credit shall be limited to the amount of your indebtedness to us. Any balance after the credit shall remain payable by you and shall continue to carry interest.

The existence of this right does not effect any other remedies we would have.

Title

All wines remain the property of Elliston Fine Wines and or Southwick Court Fine Wines Ltd or its associates until payment is received in full. We retain the right to take possession of the goods at any time to secure any payments due.

Delivery / Collections

Deliveries can be arranged on your behalf and will be charged at cost (minimum delivery charge £20.00)

Force Majeure

Elliston Fine Wines Ltd and Southwick Court Fine Wines Ltd will not be liable for any failure to meet our obligations occasioned by circumstances beyond our control.

Orders

2 spice court, ivory square, plantation wharf, London, sw11 3ue

tel: +44 (0)20 7801 2433, fax: +44 (0)20 7228 6677

enquiries@es-finewines.com : www.es-finewines.com

elliston & southwick finewines

The placing and accepting of oral orders shall form a contract on these terms, condition upon our written confirmation of the order, which may be by the delivery of an invoice.

Overseas Orders

Duty paid wines for export outside the E.C. must be exported within three months of the invoice date, or be liable for U.K. VAT (charged at 17.5% of the value of the goods).

Party Service

We can supply champagne flutes for your party subject to you purchasing the champagne from us. There is no rental charge however unwashed glasses will be subject to a charge of £1.00 each and broken glasses will be charged at £3.00 each

We can also supply ice at £6.00 per bag.

Please advise at the time of ordering your wine, if you would like this service as it is run on a (first come - first served) basis.

Law

All our contracts are made under the English Law and are subject to the exclusive jurisdiction of the English Courts