



## Terms & Conditions

### Our Guarantee

We are proud to only source wines which are outstanding in their category and, by dealing direct with the growers and keeping our overheads low, we are able to offer them to you at very competitive prices. We will replace or credit wine which, for any reason, fails to give satisfaction within a month of purchase. Simply return it to us at 51 High Street, Wicken, Cambridgeshire CB7 5XR and we will credit your account. Please note that this does not apply to wines that have been shipped outside the UK mainland.

### Payment Terms, Prices and Title

Prices in our current Wine List are quoted in pounds sterling inclusive of UK duty and 20% VAT per bottle and per case of 12 bottles, unless otherwise stated. Payment for your first order with Private Cellar Ltd must be received before the goods are despatched. Title of the goods invoiced shall be retained by Private Cellar Ltd until payment in full settlement of the related invoice has been received. The information provided in our wine lists and on our website is for general information and does not form part of any contract. Products, vintages and prices may change throughout the life of a wine list.

Prices on our Fine Wine List are offered in pounds sterling, per case or unit as indicated, exclusive of VAT (DP) and exclusive of duty and VAT (IB) as indicated, and exclusive of delivery. At the time of going to press, duty rates are currently: £21.71 per case of 12 (£10.86 per case of 6) for still wine, £27.81 per case of 12 (£13.90 per case of 6) for sparkling wine and champagne and £28.94 per case of 12 (£14.47 per case of 6) for port. Duty is subject to VAT at the prevailing rate and the rates will change in line with UK law.

Orders may be placed by telephone, e-mail, post or fax and verbal acceptance by Private Cellar shall constitute a contract which will then be confirmed with the issue of an invoice. Payment can be made by direct bank transfer, cheque [payable to Private Cellar Ltd] or by Visa, MasterCard or debit card. For credit and debit card payments the amount will be debited at the time of order. We reserve the right to charge a surcharge for credit card payments. If settling your account by direct bank transfer, please refer to your invoice or call us on 01353 721 602 for our bank details. Please include your Private Cellar Ltd account number, which you will find on your invoice, as a reference. Unfortunately, we are unable to accept cash settlement for amounts in excess of £2,000. Please do not send cash through the post.

Private Cellar Ltd reserves the right to charge interest on overdue accounts and/or to resume possession of the goods to which those overdue accounts relate.

If, for any reason, we are unable to fulfil your order we will notify you as soon as possible, giving you the option to cancel your order or to accept a replacement of at

least equal quality and value. Where it is not possible to replace the products, all sums already paid by you will be refunded.

If any wines purchased from Private Cellar Ltd are found to be faulty or if a delivery is damaged on receipt, we will replace the wine or credit your account to the value of the original purchase providing the bottles are returned to us within 14 days. Please notify us on 01353 721 602 if you wish to make a return, letting us know the reason for it.

Any orders destined for export must be paid for in full before the goods are released for shipment. Please note that once a consignment has left the UK mainland we are not responsible for the quality of the shipment on arrival at its final destination (see Our Guarantee above).

If Private Cellar unintentionally publishes inaccurate information on the website or in print due to human error (e.g. the price, description or availability of a product you have ordered) we may have to cancel your order at any time up to the point we send you the product(s), even if you have received your order Confirmation email, and you will receive a full refund of any charges already paid.

### **Delivery in England and Wales**

Delivery is free of charge for 24 bottles or more in mainland England and Wales. All other deliveries in this area are charged at £14.50 including VAT. For deliveries outside mainland England and Wales, please telephone us on 01353 721 602 for a quotation. Please note that additional delivery charges may apply to deliveries to Scotland, the Highlands and Islands. Please ask for a quotation when placing your order.

We are unable to guarantee a specific delivery time. Our specialist carriers can only deliver when a signature for receipt is obtainable. If a customer gives a specific instruction to leave the wine without a signature being obtained or to leave the wine at an alternative address or location, we cannot accept responsibility for any consequential loss or damage.

Claims for breakages will only be considered if notice of the claim is given to us within three days of receipt of the consignment. Breakages must be retained with the packaging for examination by the carrier. Should a consignment not be received within ten days of order, we must be informed immediately on 01353 721 602.

### **Reserve Storage (Private Cellar Reserves LLP) and En Primeur**

1. **Private Cellar Reserves LLP** is a separate business set up to provide a storage and insurance service for Private Cellar customers. Wines in the Private Cellar Reserves LLP account are uniquely coded and each case is referenced unambiguously to its owner. Individual stock records are maintained and the wines are stored in the specialist wine storage facility of Vinothèque, Derbyshire. Wine can be stored In Bond or Duty Paid.
2. **Rental Charge:** Our rental year runs from 1st April to 31st March and our fee includes insurance at replacement value (excluding mixed cases). Charges are rendered annually in arrears, or when the wine is delivered, for the year

or part year. Our rental charge for the year 1<sup>st</sup> April 2011 - 31<sup>st</sup> March 2012 is £9.50 per case per annum, excluding VAT. Storage is not charged on wines lying overseas.

A list of reserves will be sent to each customer annually in April, with the invoice for rent and insurance. That invoice will show details of wines, rotation numbers, drinking dates and purchase price. We are not responsible for ullages or wines losing their condition. The drinking dates are for guidance and will depend on your personal preference. For further, bespoke, advice please speak with your salesperson.

Payment terms are upon presentation of invoice. We reserve the right to exercise a lien over stock and/or to sell some or all of a customer's reserves and to deduct from the proceeds of this sale any outstanding rental and insurance charges or other amounts due.

Reserves are insured against all risks of physical loss or damage as at the date of such loss or damage, subject to the policy terms and conditions. Storage and insurance charges will be reviewed annually.

3. **Delivery ex-Reserve:** A delivery charge will be payable for wines withdrawn ex-Reserve. Deliveries within England and Wales of less than 24 bottles will be charged at £14.50 including VAT; all other deliveries will be charged on at cost. Please contact us for a quotation. Withdrawals should be in multiples of one case upon receipt of instructions, in writing. In the case of wines held in joint names, we must receive written instructions signed by both parties. Duty and VAT must be paid before wines are delivered ex-reserve.
4. **Storage of wines purchased from other wine merchants:** We are happy to store wines purchased elsewhere but must insist on all information being sent to us in advance of delivery/transfer to our account at Vinothèque. Please download our transfer guide from our website or ask us to send you a copy, before issuing a transfer instruction to another merchant/Bond. Receiving, handling and labelling will be charged to cover administrative and Bond costs for the landing of the stock. Our current charge for this is £3.75 per case or part case, excluding VAT.
5. **Valuations:** We offer a portfolio valuation service for large collections using Liv-ex (the London International Vintners Exchange) for the provision of market price data at cost. Please contact us for a quotation.
6. **View your wine:** We can arrange for you to inspect your wine, by appointment.
7. **Sell your wine:** We are pleased to offer advice on your wine collection (whether stored with us or elsewhere) and to sell wines on your behalf through our fine wine lists. If you would like to discuss this further, please do not hesitate to contact us.

8. **En Primeur:** Wines purchased “en primeur” i.e. prior to being bottled and shipped, will be delivered up to 24 months after release, depending on the region. Prices for wines sold en primeur are quoted “in bond London”, exclusive of duty and VAT but including shipping. Payment terms are 30 days from date of invoice. Unless otherwise stated, prices quoted are per case of 12 bottles. Cancellation of an order for en primeur wines will be accepted by Private Cellar only if made within 7 working days from receipt of your invoice, in writing, to 51 High Street, Wicken, Cambridgeshire CB7 5XR.

Please confirm your eventual delivery instructions at the time of your order. When shipped, your wines can be delivered to you and you will be invoiced for duty, VAT and delivery at the prevailing rate. Payment for duty and VAT must be received by Private Cellar prior to delivery of the wines. Alternatively, your wines can be stored in bond in the Private Cellar Reserves LLP account at Vinothèque, for an annual rental and insurance fee (see above).

Private Cellar reserve the right to reimburse / credit the customer at replacement or current market value for wine originally purchased En Primeur and subsequently returned after delivery to the customer, not its original purchase price.

Private Cellar has many years of experience in providing advice for their customers on the use of wine as an alternative form of investment. Advice that we may give on investment does not constitute a binding agreement and customers must be aware that the market for wine can be volatile and no guarantees can be given on likely returns.

### **General**

Customers must be of the legal age to purchase alcohol in their country (18 years old in the UK) and by ordering from Private Cellar a customer confirms that s/he is of the applicable age limit. These terms and conditions and all our contracts are governed by English Law and are subject to the exclusive jurisdiction of the English Courts. We shall not be liable for any failure to meet our obligations caused by circumstances beyond our control. If any provision of these terms and conditions is found by a court to be invalid, ineffective or unenforceable, the remainder of these terms and conditions shall continue to be valid and enforceable.

Please drink responsibly, visit [www.drinkaware.co.uk](http://www.drinkaware.co.uk)

**E&OE**

Private Cellar Limited  
51 High Street, Wicken, Cambridgeshire CB7 5XR  
T: 01353 721 999 | F: 01353 724 074  
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