



## Broking Terms & Conditions

### Broking with Private Cellar

We are pleased to sell wines on behalf of our customers through our fine wine lists, provided that they have perfect provenance and have been stored in optimum conditions since their shipment ex-Château or Domaine.

The Seller's agreement to our proposed selling prices and our Terms & Conditions must be received in writing, prior to Private Cellar marketing their wines.

Where wines are jointly owned, all parties must sign an agreement to sell. Where wines are owned by a third party, proof of authority for sale must be provided by the agent.

### The Broking Process

- Upon receipt of a Seller's list of wines, Private Cellar will confirm the net value per case that the Seller will receive after sale.
- Private Cellar does not charge fees or commissions on the sale of wine but will add a small margin to the net value to cover costs of valuing, marketing, administration and fulfilment. Please note that Private Cellar reserves the right to charge a valuation fee for large portfolios. In this instance, the portfolios may be passed on to Liv-Ex (The London International Vintners Exchange) for an independent valuation and the charge passed on to the Seller, at cost (to be agreed by the Seller prior to the valuation process).
- Upon receipt of a written agreement to the quotation and acceptance of these Terms & Conditions, Private Cellar will market the wines through our international customer base.
- Unless your wines are already stored by Private Cellar Reserves, all wines must be delivered to London City Bond Vinothèque prior to the wines being offered for sale. In some instances, Private Cellar will be able to arrange collection, the cost of which will be passed on to the Seller.
- Prior to delivery to our Bond, Private Cellar requires a full list of the wines for sale, with details of their status (Duty Paid or In Bond), size (75cl bottles, 150cl magnums, etc), pack size (12 x 75cl, 6 x 75cl, etc) and, where the wines are held In Bond, the original purchase values (as required by HM Customs & Excise). In the case of Duty Paid wines, the Seller is responsible for ensuring that all required Duties and Taxes have been paid prior to receipt into Private Cellar's warehouse.

- Prior to agreeing to market the wines, Private Cellar reserves the right to physically inspect/verify the stock upon receipt, take bottle photographs where necessary and to charge a photography fee.
- All wines must be in perfect condition and in original cases and it is incumbent upon the Seller to ensure that the wines delivered exactly match their description. Private Cellar reserves the right to refuse wines which are not in a perfect saleable state or where the written and physical descriptions do not match. In this instance, the wines will be re-valued or returned to the Seller, at the Seller's cost.
- Wines will be held, pending sale, in the Seller's name, uniquely identified, with Private Cellar Reserves at London City Bond Vinothèque. A charge for RH&D (receiving, handling and despatch) is levied and our storage charge is payable for the period between receipt and sale. All charges are at the prevailing rates outlined in our general terms & conditions (please ask us for a copy or visit [www.privatecellar.co.uk](http://www.privatecellar.co.uk)).
- Following the sale of any wines, payment will be made after which time those wines have been paid for in full. Private Cellar reserves the right to deduct any outstanding amounts due on the Seller's sales ledger account from the proceeds.
- Private Cellar conducts a regular review of wines remaining unsold at which time we may contact the Seller to discuss a revision of pricing to reflect market values/conditions. In the event of a Seller deciding to withdraw the wines from sale, they will be returned to the owner, an alternative Bond or transferred to another account at Vinothèque according to the Seller's instructions. Our usual ex-reserve delivery charges will apply.

**E&OE**

Private Cellar Limited  
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T: 01353 721 999 | E: [james@privatecellar.co.uk](mailto:james@privatecellar.co.uk)

[www.privatecellar.co.uk](http://www.privatecellar.co.uk)



## Broking Consent Form

I/We confirm my/our authority to Private Cellar to sell the attached list of wines on my/our behalf.

I/We have read the Terms & Conditions of sale and confirm my/our acceptance of them.

I/We confirm that the wines being sold are not owned or part owned by anyone other than by those named below.

Signed: \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Email: \_\_\_\_\_

**Please return this signed form to:**

Private Cellar Limited  
57 High Street, Wicken, Cambridgeshire CB7 5XR  
T: 01353 721 999 | E: james@privatecellar.co.uk

[www.privatecellar.co.uk](http://www.privatecellar.co.uk)