

FINE+RARE Storage

Terms and Conditions

By using the Service, you agree to these terms and conditions

1. We are Fine+Rare Wines Ltd and you are the customer. These are the contractual terms applying to the Service we provide for the storage of your wine.
2. The Service comprises:
 - 2.1 Arranging the receipt of your wine delivered to our nominated warehouse;
 - 2.2 Condition Report of the wine delivered if requested;
 - 2.3 Arranging secure and insured professional storage of your wine by our nominated warehouse keeper;
 - 2.4 Market valuations free of charge;
 - 2.5 Sales and disposal support;
 - 2.6 Arranging delivery by our nominated deliverer when storage ends, or making available for collection by your nominated agent.
3. What you must do for us to deliver the Service:
 - 3.1 Promptly give us necessary information accurately and completely. (See "CUSTOMER PROCEDURES AND INFORMATION")
 - 3.2 Follow the simple procedures required (See the "CUSTOMER PROCEDURES AND INFORMATION")
 - 3.3 Prevent any passwords or information held by you reaching anyone who is not authorised to give instructions on your behalf.
4. Our charges
 - 4.1 We will charge you annually in arrears from 1st April each year based on the rate per case or pro rata (see the "Storage Charges" section of our website) for wines taken into our storage between the month of receipt and the following 31st March. This charge includes storage and insurance costs and will be reviewed annually. Payment is due within 30 days of delivery of our invoice.

FINE+RARE

- 4.2 We will also charge you for handling your wine when it is either received into storage (see RH&D), or delivered in accordance with your instructions (see the “Storage Charges” section of our website).
 - 4.3 Upon your request we will check and confirm to you the contents of cases (Condition Report). There is a charge for this service in accordance with the “Condition Reports” section of our website.
 - 4.4 Our charges are for whole cases or part cases and are invoiced annually in arrears. We will also charge for part periods prior to delivery within the year or put on sale through us (where storage charges are waived) either at the end of the charging year (31 March) or at the time of delivery, whichever is the sooner.
5. Handling your wine
 - 5.1 We will only check the content of cases received into store as part of our Condition Reporting service. If loss or damage occurs it will be your responsibility (in the absence of verification Condition Report) to prove the content for the purpose of any claim.
 - 5.2 When wines are delivered out of store you will notify us by email or in writing to our main office address of any loss or damage within 7 days failing which we will have no legal responsibility to provide any remedy in relation to your loss.
 - 5.3 Your wine will be held by the warehouse keeper under our exclusive instructions and held in a sub-account for the purposes of identifying it as your property.
6. Non-payment
 - 6.1 If you do not pay us any sum due either for the Service or on any other account we will hold all of your wine and will not be required to deliver it in accordance with your instructions whilst any sum or any account is outstanding.
 - 6.2 We will charge you interest on overdue amounts at 5% p.a. above Lloyds Bank base rate and compound this quarterly.
 - 6.3 If any payment is more than three months overdue we may give you notice that unless payment is made your wine will be sold at the expiry of 28 days and then sell some or all of the wine in store as we consider appropriate. We will have a free choice as to the method of sale. Upon sale we will credit your account with 80% of the net proceeds and if after the discharge of the sums due to us any balance remains we will send it to you.
7. Insurance
 - 7.1 We will ensure that each item of wine is covered by insurance against loss or damage by the nominated warehouse keeper. We will account to you within 28 days for any proceeds of any insurance claim but will otherwise have no liability to make any payment in respect of any loss or damage unless this has been caused by a failure on our part to deliver the service. You will be responsible for providing any evidence of your loss

FINE+RARE

required by insurers. We will use reasonable endeavours to assist your claim but will not be obliged to incur any costs to pursue it.

8. Information

8.1 We make every effort to ensure that the information provided to you either through our website or through our free services is accurate but it is not intended that you should rely upon it for the purpose of any transaction. We are happy to provide formal written advice for a fee as a reliable basis for your decisions.

8.2 We will keep your personal information confidential and only use it for the purposes of the services we supply to you. We may in the event of payment default supply appropriate financial information to debt collection or credit reference agencies.

9. Termination and Suspension

9.1 Subject to paragraph 6 you may withdraw your wine from store at any time on 14 days notice in accordance with our Customer Procedures.

9.2 We may terminate the provision of our service to you in respect of some or all of your wines at any time on 28 days notice and you will give instructions for delivery out of store to take place within that time.

9.3 We will not be liable for any failure to perform any of our obligations caused by factors outside of our reasonable control including (without limit) any action or inaction of the keeper of the bonded store.

10. Miscellaneous

10.1 This contract is governed by English Law and subject to the exclusive jurisdiction of the English Courts.

10.2 Any notice required by these terms shall be in writing by post or email and may be given to you at the last address provided by you to us by notice for invoicing or email and to us at the addresses on our website at the time the notice is given.