

TERMS OF TRADING



LANCHESTER WINE CELLARS LTD, TRADING AS LANCHESTER WINES

1. Payment of Account

Payment must be made before the 15th of the month following the date on the Invoice. All payments to be addressed to Lanchester Wine Cellars Ltd.

2. Overdue Accounts

Accounts overdue will be charged at 4% interest per month after warning in writing has been given. Any represented cheques will be charged at £10.00 per presentation.

3. Title

Notwithstanding delivery and the passing of the risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the Goods as Sellers fiduciary Agent and Bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Sellers property. Until that time the Buyer shall be entitled to re-sell for the proceeds of the sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the property and the goods passes to the buyer (and provided the goods are still in existence and have not been re-sold) the seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

4. Claims

All goods must be examined on collection, signed for and any damages or partial losses noted against such signature. Claims for loss or breakage to be telephoned to us on the day goods are received and confirmed in writing with photographic evidence to ourselves within three days of the receipt of the goods.

**FAILURE TO OBSERVE THE ABOVE METHOD
WILL RESULT IN CLAIMS BEING DISALLOWED
BY THE CARRIERS AND OURSELVES.**

5. Prices

Prices shown on sales invoices are strictly net and include any authorised discounts.

6. Credit Accounts

No credit will be given until a Credit Account has been sanctioned so goods will only be supplied on a proforma invoice.

7. Credit Facilities

The Company reserves the right to suspend credit facilities any time and all invoices will become due immediately.

8. Value Added Tax

All prices quoted are Exclusive of Value Added Tax.

9. Minimum Free Delivery

5 cases locally / twenty cases nationally (9 Litres), otherwise a surcharge will be applied to invoice.

10. Vintages

Every effort will be made to supply vintages as listed, but substitutions will be made when stocks are exhausted.

E & OE All prices are correct at time of quote and valid for a period of 30 days following quotation.

All prices are subject to change without notice.

For a full copy of Terms and Conditions please visit our website www.lanchesterwines.co.uk