



JF TOBIAS

## **Storage of Wines: Terms & Conditions**

### **Terms and Conditions of Storage by JF Tobias.**

#### **1. Terms and Conditions of storage**

- 1.1. These terms and conditions apply to any storage or similar services provided by us, JF Tobias Limited (“we” or “us”) to you, the customer (“you”).
- 1.2. We will not be bound by any other terms and conditions which you may supply or seek to impose on us.

#### **2. Placing Wines into Storage**

- 2.1. In order to place wines in our storage facility you will need to notify us:
  - 2.1.1. when agreeing to buy the wines, where you opt for us to store wines you have bought from us; or
  - 2.1.2. in any other case in advance of sending the wines to us for storage in which case we will supply you with a booking-in reference. Should any wines arrive without a booking-in reference we reserve the right to refuse receipt of the goods into our storage facility. Prior to sending wine not purchased from us for storage you must provide copies of the original invoices as evidence of the in bond values. We do not accept for storage mixed cases or loose bottles purchased from third parties without our prior agreement.
- 2.2. Unless we have agreed to arrange for collection or we have sold the wines to you and are placing the wines immediately into storage, you will be responsible for sending the wines to us for storage. You will also be responsible for insuring the wines in transit unless we agree to collect the wines. We reserve the right to apply a collection charge if we collect wines for storage on your behalf.
- 2.3. If wines purchased from us are not collected or delivered within 60 days of the later of the date of the invoice or of the wines becoming available for collection or delivery you agree that we will place the wines into storage and these storage terms will apply.
- 2.4. Please note that we will not inspect wines when sent to us for storage. We will not take any steps to verify nor accept any liability for the authenticity, provenance, quality or condition of any wines bought from third parties when placing them in our storage facility or while storing the wines.
- 2.5. If you have purchased the wines from us and we have agreed to store them on your behalf then we will arrange for them to be delivered to and placed in our storage facility.

#### **3. Storage of the Wine(s)**

- 3.1. You agree and acknowledge that our storage facility is owned and operated by a third party in a facility where the temperature and humidity conditions are appropriate for the storage of fine wines. This third party is London City Bond Limited (LCB), and we use their dedicated storage facility for Fine Wines, Vinothèque (Derby Road, Burton-on-Trent, Staffordshire, DE14 1RY)

#### **4. Charges**

- 4.1. Our storage charges will be set out on our website and may change from time to time.
- 4.2. We will invoice you for our storage charges in arrears every twelve months for the rental periods of 1 April to 31 March each year.
- 4.3. Our storage charges will be charged on the basis of a charge for each 9 litre case of wine (or part thereof) per twelve-month period (or part thereof). For charging purposes, we will pro rate the storage charge per calendar month from receipt of the wine, and accordingly we will not refund any unused portion of a storage charge.
- 4.4. Your obligation to pay our storage charges for a case of wine will commence on the date we have received the wine into the storage facility.



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4.5. You agree to discharge the cost of any unpaid storage before removing any wines from storage. If we have not yet invoiced for a period of unpaid storage then we will issue an invoice when you ask to remove the wines from storage and this invoice will be immediately due for payment.

### 5. **Ownership and Insurance**

5.1. You will retain ownership of all of the wines we hold on your behalf at our storage facility, subject always to our rights under clause 7 below.

5.2. We agree to arrange for the wines held on your behalf to be insured against damage, loss or theft at the lower of replacement or market value. Please note that the insurance will be provided by a third party and will be subject to various exclusions and limitations. We will supply a copy of these exclusions and limitations to you on request. You agree that our liability with respect to any loss you may incur will be limited to such amount as we may recover under our insurance policy.

### 6. **Taking wine from Storage**

6.1. You will be entitled to collect any wines we are holding in storage for you by giving us at least two full business days' prior notice to be received by us before noon. For high volume or large requests we may require more than two business days' notice.

6.2. All fees and charges owed to us must be settled in full before you will be permitted to remove wines from storage. Where wines are held in a bonded storage facility (duty unpaid) you will be required to pay duty and VAT on the wines in order to remove them from the facility.

6.3. You agree to attend the facility and collect the wines on the date agreed. We may agree, as your agent, to arrange for delivery of the wines to you, in which case you will be responsible for all delivery costs.

### 7. **Unpaid Charges**

7.1. We will be entitled to charge interest on any sums owing to us at the rate of 8% above the Bank of England base rate from the date payment is due.

7.2. In the event that any amount is owing from you to us (whether that amount arises under our terms of sale, these storage terms, as a result of interest charges or otherwise) then you agree that we will have the right to purchase any of your wines which are held by us at a price governed by these terms in satisfaction of your liabilities. Upon that purchase, we will hold title to the relevant wines and we will then be free to sell or otherwise deal with those wines at our discretion and we will not be required to account to you for any further sums received by us for those wines.

7.3. In order to exercise our right to purchase wines we hold for you to satisfy your liabilities to us we will send written notice to your last known invoice address of our intention to purchase the wines. Thirty days after sending such notice we will be entitled to take ownership and possession and (at our discretion) dispose of some or all of your wines which are held by us.

7.4. Upon purchasing the wines, we will credit you with the purchase price of the relevant wines (the "credit amount"). The purchase price will be 80% of market value. Market value will be assessed based on our list prices or by making reasonable enquiries and will be assessed on the date which falls 30 days after the notice referred to in clause 7.3 is sent by us.

7.5. We will set the credit amount off against any sums you owe to us. If the credit amount exceeds the sums you owe to us we will account to you upon request for any excess but we will not be obliged to pay interest on such excess. If any balance remains outstanding owing to us after we have purchased the wines and credited the credit amount to you then the balance (including interest at the rate specified in clause 7.1) shall remain payable by you.

7.6. Our right to purchase wines we hold for you to satisfy your liabilities does not affect any other remedies we may have.

7.7. You agree that given that the credit amount represents the typical price we would pay for the relevant wines, and given the existence of fluctuating demand and prices for wines the above terms are reasonable.



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**8. Liability**

8.1. Our liability in connection with these terms and conditions is limited to:

8.1.1. in the case of loss or damage to the wines, the lower of market value and replacement cost but in all cases limited to such amount as we may recover under our insurance policy; and

8.1.2. in any other case an amount not exceeding the total fees and charges paid by you for storage in the previous 24 months.

8.2. This does not limit in any way our liability to the extent that it may not be excluded or limited as a matter of law.

8.3. We agree to hold and store the wines only and, for the avoidance of doubt, we will not be liable for the state and condition of the wine including (but not limited to) any change resulting in ullage, maturing, ageing, decomposition or deterioration of the wines or packaging. Given the nature of the product we do not provide refunds for corked wine.

8.4. We are not responsible for advising you about maturation dates or ideal drinking windows for the wines (which are, in any event, subjective).

8.5. We are not liable for any indirect or consequential loss or damage or for any loss of data, profit, anticipated savings, reputation, bargain, opportunity, revenue or business however caused, even if foreseeable.

8.6. We will not be liable for any failure to perform our duties under or in connection with this agreement for any reasons which are beyond our reasonable control. This may include any failure on the part of our designated warehouse operator or facility which is outside of our control, as well as strikes, lockouts or other industrial action; civil commotion, riot, invasion, war, threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

**9. General**

9.1. We reserve the right to alter these terms and conditions at any time. Any such changes will take effect when posted on our website. It is your responsibility to read the terms and conditions on each occasion the website is used or products ordered. Your use of the website or your agreement to place or retain wines in storage with us shall signify your acceptance to be bound by these latest terms and conditions.

9.2. If any provision of these terms and conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

9.3. We will not be liable for any failure to meet our obligations occasioned by circumstances beyond our reasonable control.

9.4. These terms and conditions shall be governed by the laws of England and Wales and you agree that the courts of England and Wales shall have exclusive jurisdiction in relation to.