Terms and Conditions
Sustainable Wine Solutions Ltd

Minimum order for free delivery within M25: 60Ltrs in any format. If the volume is below 60Ltrs then a £15 delivery charge will be applied
Outside M25: Minimum order 100ltr. If volume is below 100ltr then a £40 charge will be applied.

THE CONTRACT - All orders are accepted by the Seller only under these Terms which may not be altered except with the written agreement of a Company Director of the Seller. Any contrary or additional terms unless so agreed are excluded.

1. Orders are accepted subject to availability of Goods at the time of delivery. Orders which have been accepted by the Seller may be canceled only with the written agreement of a Company Director of the Seller and on terms that the Buyer will indemnify the Seller against all losses damages costs and expenses incurred by the Seller as a result of that cancellation. All equipment that is the property of Borough Wines will require a deposit as agreed and must be paid upfront with the first order. This deposit will only be refunded if and when the equipment is returned in the same condition minus the collection cost and reasonable wear and tare. All equipment that is rented from Borough Wines must be paid on the agreed dates. If payment is not made on time then Borough Wines have the right to collect the equipment without reimbursement. This includes full or part full wine kegs and returnable crates. All kegs are tracked and have a value of £60, any kegs that go missing will be charged to the Buyer on their next invoice. All plastic Return Bottle Crates are tracked and have a value of £10 and any crates that go missing will be charged to the Buyer on their next invoice

2. PRICE - Quotations and prices are based on costs and excise duty prevailing at the time when they are given or agreed. The price of Goods including excise duty shall be that ruling as the date of the delivery. All prices quoted are exclusive of delivery charges and of Value

Added Tax which is payable at the rate ruling at the date of delivery unless a zero rated or exempt from VAT. Any discounts, deductions, allowances or rebates agreed are only available if all sums due form the Buyer to the Seller are paid by the due date.

3. PAYMENT - Until such time as credit is granted, the Buyer will make payment in advance for all goods. Credit is granted and may be reviewed at any time at the Sellers's discretion. The Seller reserves the right to refuse to execute any order or Contract if the arrangements for payment or the Buyer's credit rating is not satisfactory to the Seller. The Buyer shall pay the price of the Goods within 30 days of the date of delivery. The Seller may charge interest, at the rate of 4% above The Barclays Bank base rate, on all amounts which are not paid by the due date.

4. DELIVERY - Delivery shall occur when the Goods have been collected by the Buyer or have been delivered to the address agreed by the Seller. The Buyer will indemnify the Seller in respect of all losses damages costs and expenses incurred as a result of delivery in accordance with the Buyer's instructions. This indemnity will be reduced in proportion to the extent that such losses, damages, costs or expenses are due to the Seller's negligence.

5. INSPECTION. The Buyer shall inspect the Goods at the place and time of loading if the Goods are collected and unloading if the Goods are delivered but nothing in these Terms shall require the Buyer to break packaging and/or unpack Goods unless the Seller or the delivery driver is notified forthwith and written notices is received buy the Seller on the same day of loading or unloading, any claim apparent on reasonable inspection for loss or damage in transit, short delivery. Failure to conform to the Contract the Goods will be deemed to have been delivered in accordance with the delivery documents and accepted by the Buyer and the Buyer shall not be entitled to and waives the right to reject the Goods. The Seller's liability for loss or damage in transit, short delivery, failure to conform to the Contract or apparent on reasonable inspection is limited to supplying the Goods as ordered and the Seller shall not be liable for any damages whatsoever. The Buyer remains liable to pay the full invoice price of other Goods delivered in accordance with the Contract.

6. TITLE AND RISK - Risk in the Goods shall pass to the Buyer when the Goods are delivered by the Seller or collected by the Buyer. The title to the Goods shall remain with the Seller until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other sums outstanding between the Buyer and the Seller whether in respect of this Contract or otherwise. Until title passes the Buyer:
a. shall hold the Goods as the Seller's fiduciary agent and bailee;
b. shall keep the Goods stored separately from any other goods, protected and insured, and shall not interfere with any identification marks, label, batch number or serial numbers on the Goods;
c. may sell the Goods as principles and not as the Seller's agent in the ordinary course of the Buyer's business subject to the following express conditions;
1- that the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for the Seller and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Seller's money; 2- that the Buyer will at the Seller's request and at the expense assign to the Seller all rights the Buyer may have against its customer;

3- that the Buyer's right to sell the Goods may be withdrawn by the Seller on notice at any time and will automatically cease in the event of the Buyer becoming insolvent. 4- The Seller shall be entitled at any time to recover any or all of the Goods to which it has title and for that purpose the Seller its employees or agents may with such transport as is necessary enter upon any premises occupier by the Buyer or to which the Buyer has access and where the Goods may be or are believed to be situated.
5- The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Seller, but if the Buyer does so, all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable, without prejudice to the foregoing none of the Goods are supplied on a "Sale or Return" basis.

7. DATA PROTECTION - If the Buyer is an individual or a group of individuals the Buyer agrees that the Seller may:
a. Seek, hold and process any information obtained about the Buyer from the Buyer or third parties for the purpose of and as a result of any applications or agreements the buyer has with the Seller. This will include a search with a licences credit reference agency which will keep a record of that search.

b. Use this information for credit assessment purposes including assessing the Buyer's credit limit and to administer and operate the credit account to the Buyer and analyse the conduct of that credit account. This may include further searches with licenced credit reference agencies.
c. Disclose any information the Seller holds about the Buyer to licensed credit reference agencies, other suppliers and creditors to help the Seller and others make credit decisions; to help prevent or detect fraud or other crimes; to trace debtors; to provide trade references on a confidential basis to the Seller's agents and sub-contractors; to insurance companies for the purpose connected with insurance products that relate or might relate to the Buyers credit account; to any person to whom the Seller proposes to transfer its rights and/or responsibilities under this Contract and to the extent the Seller is required or permitted to do so by the law.
d. Hold and use this information during and for 6 years after the trading relationship and thereafter destroy the information except for a record of credit limits and date of and grounds for account closure.
e. If the Buyer is a body corporate or incorporate the Seller may access information as above relating to the Buyer's directors, shareholders or members including searches with licenced credit reference agencies.
f.The Buyer agrees to provide the Seller with payment information and the Seller agrees to store this data securely.

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8. GENERALI. This Contract shall be governed and interpreted according to the Law of England and Wales and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts. The Seller shall not be liable for any breach of contract delay or failure to perform any of the obligations if the breach delay or failure was due to any cause beyond the Seller's reasonable control including without limit industrial action or trade disputes whether involving employees of the Seller or of a third party. The waiver by the Seller of any breach or default of these Terms shall not be construed as a continued waiver of any subsequent breach of the same or any other provision. If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in force and effect. No person may enforce any of these terms under the Contracts (Rights of the Third Parties) Act 1999. Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office, or principal place of business, or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed to have been received:
a. if sent by first class post: two working days after posting exclusive of the day of posting; b. if delivered by hand: on the day of delivery;
c. if sent by facsimile / email transmission: at the time of confirmation of transmission of the entire communication.

By signing the account form, I agree that I have read and understand the Terms and Conditions as detailed above of the application and sign to agree to abide by these terms, on behalf of the account below (by printing your name and dating below, this works as your signature for the account form) Additionally, the company Director(s) agree to be personally liable to their company debts and thus guarantee the financial obligation of the company in case of failure in making payment of its due invoices.