



## Terms and Conditions

In these conditions, “we” “us” and “our” refer to TryWines Expertise Limited  
“You” and “Your” refer to the buyer and/or agent.

### Availability

All wines are offered subject to availability. We aim to keep this list up to date on a regular basis and will inform you at the time of ordering when any wines sold out will become available.

### Prices

The prices displayed on this web site are per 75cl bottle, are inclusive of VAT (unless otherwise stated) and are correct at time of publication. The prices listed are for mainland UK, prices for Ireland and abroad upon application.

### Payment Terms

Currently payment is by or cheque and cheque guarantee card or setting up an account. Credit and debit card facilities will be available shortly. An invoice will be sent to you by post.

Title to all goods sold or delivered remains with us until full settlement of the invoice to which they relate. If an invoice is overdue we reserve the right to charge you interest on a daily basis at 2% per month (minimum) or the amount outstanding until payment.

### Delivery

Orders below £250.00 will be subject to £15.00 delivery charge. Wines will be dispatched once your cheque is cleared. Orders place by 11.30am will normally be delivered the next working day in the London area. Delivery outside London but within mainland UK will normally take 2-5 working days. These times are for guidance only. Delivery times and charges for other areas available on application.

Arrangements should be made for the best date and time for the delivery. All deliveries are to be signed for and additional charges may apply if a delivery has to be made again due to your unavailability.

### Risks, breakages and faults

Wines will be at our risk within the UK until delivered to you. The risk lies with you at all other times in all circumstances thereafter.

We will promptly replace at our cost all breakages occurring during delivery or send you a refund, but only if you have noted them in writing on the consignment note at the time of delivery. Our invoice remains payable at all times.

We will promptly replace at our cost all genuine faulty wines and bottles (other than breakages apparent on delivery) or send you a refund, but only if you notify us within 30 days of delivery and (if we ask) return the bottle and wine remaining.

### Collections and returns

We will promptly collect at our cost all incorrectly delivered orders or send you a refund, but only if you notify us within three working days of delivery and provided wines and their bottles to be returned are received by us in the same state in which they were delivered to you in all respects.

### Consequential loss and other claims

To the extent the law allows:

- our liability to you or to any third party is limited as set out in these Conditions, howsoever arising
- neither you nor any third party shall have a claim or make a claim against us (howsoever arising and whether or not arising from a contract between us) other than as provided for in these Conditions
- in no circumstances will we be liable for consequential loss and you agree to indemnify us against all claims and costs that may be made against us in excess of our liability set out in these conditions.

Our rights and remedies

In addition to our rights and remedies as set out in these conditions:

- We may enter your premises for the purpose of recovering wines of the title of which remains with us if a payment is unpaid by you.

### Force Majeure

We will not be liable to you or to any third party if we were unable to carry out a contractual obligation to you because of circumstances or events beyond our control.

### Data Protection Act 1984

You agree that we may record your name and address and other details about you for our own internal purposes. We undertake not to divulge any of this information to a third party without your consent, unless we are required to do so by law or a competent authority.

### Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) at 1999 does not apply, to the extent the law allows.

### Relevant Law

The laws of England and Wales apply to this contract and these Conditions, whose courts shall have exclusive jurisdiction to the extent the law allows.

### Entire Contract

This contract incorporates these Conditions as applicable.

The contract is the entire contract and may not be varied except in writing.

You acknowledge that you have not relied upon any representation inducing you to enter into this contract.

### Trade Enquiries

Please contact us for separate Trade Terms and Conditions.