

# TFW Fine Wines Terms and Conditions

These are the terms and conditions applying to all sales and are the basis upon which orders are accepted by TFW Fine Wines. They will apply to all sales unless varied in writing to all future transactions.

## Prices

Prices listed for products are quoted per bottle and sold by the case (12 x 75cl or the equivalent), Mixed cases are available. Prices are subject to currency and market fluctuations, changes in duty and VAT.

In the unlikely event we have under priced a product or service by mistake we will not be liable to provide the product or service to you at the incorrect price provided we notify you before dispatching the order or if we are not dispatching the order within two working days of Order Confirmation; subsequently we may cancel your order and refund any payments you have made. Alternatively you have the option to agree with the correct price and proceed with the order.

All prices shown are exclusive of delivery charges.

All prices are provisional and subject to our confirmation upon acceptance of order.

## Orders

Orders are accepted by the following methods:

Via our website account form: [www.tfwwinewines.co.uk](http://www.tfwwinewines.co.uk)

By email: [info@tfwwinewines.co.uk](mailto:info@tfwwinewines.co.uk)

Telephone: (01263) 768893 or (07941) 231447

## Payment

We accept payment by BACs transfer, cheque and cash. For non-account holders payment must be cleared prior to dispatch of goods. To set up an account please contact us.

## Terms of Sale

We accept payment when an order is placed. TFW Fine Wines reserves the right to refuse an order.

## Ownership

All wines offered are subject to availability and remain the property of TFW Fine Wines until payment is received in full.

## Delivery and Receipt of Goods

You should notify us immediately of any breakages or wine shortages by phone within 24 hours of receipt of goods. Breakages must be retained with the original packaging for examination. We are unable to guarantee credit or replacements unless we are notified within this time. We regret that neither TFW Fine Wines, nor its carriers can accept any responsibility for any subsequent loss or damage which occurs once the order has been left.

Should an order not be received within five working days of Order Confirmation we must be informed immediately.

### **Acceptance of Goods**

You undertake to inspect all goods when collecting or immediately upon delivery. You must notify us immediately of any shortage, damage or bottle deficiency. You will be deemed to have accepted the goods as satisfying your order 24hours after collection/delivery, and thereafter will not be entitled to reject the order for any reason.

### **Description/Quality Guarantees**

We undertake the proper safekeeping and storage of wines in our possession and will act in good faith when purchasing wine, but we will not be responsible for the state and condition of wines or whether the wine corresponds to the qualities which might be expected from its description.

### **Non Payment of Accounts**

In the event of non-payment of accounts (including but not inclusive to, all products, services, storage, VAT and duty), we reserve the right to exercise a lien over and/or to sell some of the customer's reserves and to deduct any outstanding amounts from the proceeds of the sale.

### **Force Majeure**

We shall not be liable for any failure to meet our obligations caused by circumstances beyond our control.

### **Law**

These Terms and Conditions and all our contracts are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.