

Howard Ripley Ltd.

Terms & Conditions

Private Customers - Terms and Conditions of Sale

See also

- Trade customers T&Cs
- Storage T&Cs
- Website T&Cs

SECTION A: TERMS APPLICABLE IN ALL CASES

1. Interpretation

1.1 The definitions in this clause 1.1 shall apply throughout these terms and conditions:

Case – a case containing 6 x standard 75cl bottles or an equivalent volume (4.5 litres) of wine in other bottle sizes, unless otherwise specified.

Contract – the agreement between you and us for the sale and purchase of the Goods.

Duty Paid (DP) – [wine] in respect of which any applicable UK customs duty, excise duty but not VAT has been paid.

DP Wine – wine we sell to you Duty Paid.

En Primeur (EP) – [wine] in an unfinished state, before it is bottled and/or shipped by the producer.

EP Wine – wine sold En Primeur

Event Outside Our Control - any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Goods — the products that we sell to you under the Contract (whether DP Wine, IB Wine, EP Wine or a combination of them).

In Bond (IB) – [wine] that is and will remain in a bonded warehouse, with payment of any applicable UK customs duty, excise duty and VAT suspended, until removed by agreement from bond.

IB Wine – wine we sell to you In Bond.

Invoice — our written confirmation of the Order in the form of a sales invoice.

Howard Ripley Trust Account (HTRUST account) – a portfolio of wine that we store on a customer’s behalf on the terms set out in Section C.

Order – your order for the Goods.

Storage Account - an account in your name in a bonded warehouse, which can include an HTRUST account.

Terms — the terms and conditions set out below, including where applicable those set out in Sections B and C below dealing respectively with any En Primeur sales and your Private Reserve and your Trust Account.

We, us or our – Howard Ripley Limited, 18 Madrid Road, London SW13 9PD, Company No. 3945191.

writing or written means by post, fax or email using the contact information provided in clause 15.

1.2 Headings do not affect the interpretation of these Terms.

2. Basis of Contract

2.1 These Terms and the Invoice together set out the whole Contract. Please ensure that you read these Terms carefully, and check that the details on the Order, and any Invoices are complete and accurate, before you sign does this include email? Customers don’t sign order, they send emails or order over the phone or internet. Could read just submit? and submit the Order to us for us to accept or reject. If you think that there is a mistake or wish to amend your order, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us. When we accept an Order from you we will send you an Invoice which confirms all the details of the Order.

Note:

It is important that it is the consumer making the offer, offer or order? not the seller. This is because it is preferable that the consumer makes the offer, which can then (if appropriate) be accepted or rejected by the seller.

The advantages to the seller are that it will then know whether and when a contract has been entered into, and avoids the problems of analysing who made the final terms.

In addition, it means that the seller may reject the order, for example if:

- *The seller has made a mistake (for example, on price).*
- *The goods are out of stock.*
- *The consumer had contacted the trader to notify him that a delivery date is essential, so that failure to meet it would trigger a right to cancel the contract or Order immediately.*

Explain please

2.2 If any of these Terms is inconsistent with any term of the Invoice, the Invoice shall prevail. [*Note: Make sure the Invoice states that the Terms and Conditions apply to this*

Invoice and that if there is any inconsistency the invoice prevails] – make note on invoice too!

2.3 In the case of DP or IB Wine, these Terms shall become binding on you and us when we send you the Invoice [Is this the same point at which the customer orders the wine? yes, OK at which point the Contract shall come into existence between us. In the case of EP Wine, see clause 17 below.

2.4 It is a condition of the Contract that you enter into it as a consumer, and not on behalf of or in the course of a business in which you are employed or engaged. If you do not contract as a consumer, then our Trade Terms and Conditions in force at the date of the Invoice (which can be viewed on our website www.howardripley.com) shall apply instead of these Terms.

2.5 We may revise these Terms from time to time for changes in relevant laws and regulatory requirements.

3. Cancellation

3.1 In the case of DP Wine you may cancel your Order at any time up to 14 working days [*Note: if wine is sold on line then consumers (not trade customers) have the right to cancel an order with 14 days of delivery - see website Ts and Cs*] after the day on which delivery of the Wine to you is completed (see clause 7.3 below), without penalty and without having to give any reason. If you decide to cancel:

3.1.1 you must notify us of your decision, in writing, within the 7 day period as above; and

3.1.2 you must return the Goods delivered to you, as soon as reasonably possible and at your own expense, to the UK mainland address that we specify in our acknowledgement of your cancellation notice; and

3.1.3 the Goods must be returned in substantially the same condition in which they were delivered, and must reach us no later than 14 days after the date of our acknowledgement of your cancellation notice; and

3.1.4 if you wish to exercise your right of cancellation in respect of any products supplied in sealed wooden cases or other special or presentation packaging, those products must be returned unopened (clause 10 below explains what to do in the case of faulty goods or incorrect deliveries); and

3.1.5 once you have returned the Goods as required above, we will within 30 days either refund the appropriate amount to you, or credit it against any other amount(s) you owe to us, and confirm what we have done in writing to you.

3.2 In the case of IB Wine you may cancel your Order at any time up to 7 working days after the day on which the Wine is transferred to your storage account, be it your HTRUST account or any other storage account you hold, without penalty and without having to give any reason. If you decide to cancel:

3.2.1 you must notify us of your decision, in writing, within the 7 day period as above;
and

3.2.2 you must return the Goods delivered to you, as soon as reasonably possible and at your own expense to a bonded warehouse that we specify. If you stored the goods with us, on receipt of your notification we will within 30 days remove the relevant Wine from your HTRUST account. We will either refund the appropriate amount to you or credit it against any other amount(s) you owe to us, and confirm in writing what we have done.

3.3 In the case of EP Wine, see clause 18 below.

3.4 You shall retain your rights to cancel any order within 14 days of the date of our acceptance of your order if it is ordered online on our website www.howardripley.com.

4. Availability of goods

4.1 There is no minimum order quantity, but we may oblige you to purchase wines in case quantities.

4.2 Goods are offered provided they are available for us to supply and no Event Outside Our Control has occurred.

4.3 In the case of DP or IB Wine we will only issue the Invoice if the Goods are in stock or on order from our supplier. It occasionally happens that wine is or becomes unavailable for reasons outside our control: e.g. if a supplier lets us down and an anticipated delivery of stock fails to arrive. We will inform you if, in any such case, this means that delivery of any of the Goods will be delayed or has become impossible. In the latter event:

4.3.1 we will do our best to offer you an acceptable substitute for the same or a lower price;

4.3.2 we shall otherwise have no liability to you other than to make a refund or credit as appropriate.

4.4 In the case of EP Wine, see clause 18.2 below.

5. Price of the Goods and delivery charges

5.1 The current list prices of the products we offer and details of our charges for delivery are published on our website www.howardripley.com. If a product is not listed, please contact us to check its availability and price.

5.2 In the case of a DP Wine, the contract price of the Goods, inclusive of any applicable UK customs duty, excise duty and VAT payable and any applicable delivery charges, will be as set out in the Invoice.

5.3 In the case of an IB Wine, the contract price of the Goods will be set out in the Invoice. Any applicable UK customs duty, excise duty and VAT payable and any applicable delivery charges will be invoiced separately at the prevailing rate.

5.3 Unless otherwise stated in the Invoice, prices stated are per Case.

6. Payment

We accept payment by debit card, bank transfer or cheque subject to clearance. We also accept VISA and Mastercard. If you do not make any payment due to us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

7. Delivery

7.1 In the case of DP Wine:

7.1.1 We will make every effort to deliver the Goods to you within 10 working days of the date of our Invoice or after we have received payment. In the event of any Event Outside Our Control we will inform you in writing of the delay, and the reason for it, and of the revised estimated delivery date. This will not affect your right to cancel the Contract under clause 3;

7.1.2 if we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we may elect to deliver it in instalments. We will not make any additional delivery charges for this. If you ask us to deliver the Order in instalments, we may make additional delivery charges. Each instalment shall be subject to these Terms. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

7.2 If a scheduled delivery fails to arrive by the latest estimated date, please advise us by telephone or in writing as soon as reasonably possible.

7.3 Delivery of DP Wine will be completed when we deliver that Wine to you or in accordance with your instructions at the delivery address stated in the Invoice.

7.4 We will make two attempts to complete delivery, after which any further attempt must be arranged and paid for by you.

7.5 In the case of IB Wine, delivery of that Wine to you will be completed when we transfer it to your storage account. In the case of EP Wine, see clause 19.2 below.

8. Ownership of the Goods and Responsibility for the Goods

8.1 In the case of DP Wine:

8.1.1 you are responsible for this Wine from completion of delivery. If you permit our courier company to deliver to someone acting on your behalf e.g. a neighbour then we will no longer be responsible for the goods once they are delivered to that person;

8.1.2 ownership will only pass to you when we receive payment in full of all sums due in respect of (a) the Goods, and (b) any other goods or services that we have supplied to you.

8.2 Ownership of IB Wine transferred to your storage account will only pass to you when we receive payment in full of all sums due in respect of (a) the Goods, and (b) any other goods or services that we have supplied to you, and IB Wine in respect of which ownership has passed will remain subject to clause 29 below.

8.3 In the case of EP Wine, see clause 19.3 below.

9. Guarantee

9.1 We guarantee that on delivery to you, or transfer to your storage account, the Goods will:

9.1.1 conform in all material respects with their description;

9.1.2 conform to their description, be of satisfactory quality and fit for their purpose;

9.1.3 be fit for all the purposes for which goods of that kind are commonly supplied; and

9.1.4 comply with all applicable statutory and regulatory requirements.

9.2 This guarantee is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms.

10. Faulty goods or incorrect deliveries

10.1 It is your responsibility to check the Goods on their delivery to you.

10.2 Any broken, damaged, missing or incorrect products should be reported to the carrier and noted on the delivery note and/or the carrier's electronic handheld device at the time of delivery and reported to us within 7 days of the delivery date

10.3 If any of the Goods are believed to be unsatisfactory, please retain them and let us know as soon as reasonably possible by telephone or in writing. If we are satisfied that the Goods were unsatisfactory at the time of delivery, we will replace them. If replacement is not reasonably possible, we will make an appropriate refund or credit to you. We reserve the right to collect the relevant Goods at our own expense within the UK. If the wines have been shipped outside the UK, you will be liable for the cost of returning them to our warehouse. These Terms will apply to any replacement Goods we supply to you.

11. Limitation of liability and an Event Outside Our Control

11.1 We shall have no liability to you for any fault or deterioration in any wine we sell to you which arises, after its delivery to you or to your storage account, as a result of fair wear and tear, wilful damage, accident, negligence by you or any third party, or from your handling or storing the Wine inappropriately.

11.2 In the case of wine bought from us and stored in your HTRUST account, our responsibilities and liabilities to you shall be as set out in Section C below.

11.3 Subject to clauses 11.4 and 11.5, neither of us shall be liable to the other for any loss, costs, expenses or damages (together “loss”) resulting from a breach of the Contract unless, when the Contract was made, that loss was foreseeable to both of us as a consequence of the breach.

11.4 Subject to clause 11.5, we shall have no liability to you for any loss resulting from a breach of the Contract to the extent that it affects some business or commercial activity carried on or proposed by you.

11.5 Nothing in this clause 11 excludes or limits in any way our liability for:

11.5.1 death or personal injury caused by our negligence;

11.5.2 fraud or fraudulent misrepresentation;

11.5.3 any breach of the obligations for title to the Goods and quiet possession of the Goods implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

11.5.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);

11.5.5. defective products under the Consumer Protection Act 1987; or

11.5.6 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11.6 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.

We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. If this happens:

11.6.1 We will promptly contact you to let you know;

11.6.2 if you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you;

11.7 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 3. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in this Contract.

12. Data protection

Any information we obtain from you in connection with or for the purposes of the Contract will be held and processed in accordance with our privacy and data protection policy, which can be viewed in our website terms and conditions at www.howardripley.com.

13. Assignment

You may not transfer any of your rights or obligations under the Contract to another person without our prior written consent, which we will not withhold unreasonably. We may transfer any of our rights or obligations under these Terms to another organisation, provided we ensure that it will not affect your rights under the Contract.

14. General

14.1 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies, or that you no longer have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say in writing that it is a waiver.

14.2 Subject to clause 13, no person who is not party to the Contract shall have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

14.3 These Terms shall be governed by English law and the English courts will have exclusive jurisdiction to deal with any dispute that may arise between us out of or in connection with the Contract.

15. Contact details

You can contact us at any time in any of the following ways:

Post – Howard Ripley Limited, 18 Madrid Road, London SW13 9PD

Telephone – 44 (0) 20 8748 2608

Email – info@howardripley.com

SECTION B: EN PRIMEUR SALES

In addition to clauses 1 to 15 in Section A above, this Section B shall apply to the sale of any EP Wine by us to you. If there is any conflict between a provision in Section A and an applicable provision in Section B, the latter will prevail.

16. Further definition

The following further definition shall apply in this Section B:

EP Contract – an agreement between you and us for the sale and purchase of EP Wine.

17. Basis of an EP Contract

17.1 An EP Contract shall come into existence when and to the extent that we send you an Invoice which includes any EP Wine.

17.2 The amount payable immediately on our acceptance of your Order for the EP Wine will be as stated in our Invoice. It will be inclusive of the cost of shipping to the UK, but exclusive of any applicable UK customs duty, excise duty and VAT.

17.3 On formation of the EP Contract you will become entitled to receive from us on a future date (as estimated in the relevant opening offer) EP Wine in the quantities stated in our invoice, subject to:

17.3.1 payment of the amount payable immediately as above; and

17.3.2 the remaining clauses of this Section B below.

18. Cancellation of an EP Contract

18.1 You may cancel any Order for EP Wine at any time up to 7 working days after the date of our Invoice for the relevant Wine, without penalty and without having to give any reason. If you decide to cancel:

18.1.1 you must notify us of your decision, in writing, within the 7 day period as above;

18.1.2 on receipt of your notification we will within 30 days either refund any amount paid to you or credit it against any other amount(s) you owe to us, and confirm in writing what we have done.

18.2 We will make every effort to meet all EP Wine orders we have acknowledged but if any EP Wine you have ordered proves unobtainable for any reason, we shall be entitled to cancel the relevant Order in whole or in part without any liability to you other than to either refund any amount paid to you or credit it against any other amount(s) you owe to us, and confirm in writing what we have done.

19. Shipment and delivery

19.1 All EP Wines ordered will remain unascertained, and we will be under no obligation to deliver them to you, until they are shipped to us and appropriated by us to a relevant EP Contract.

19.2 When any EP Wine included in an EP Contract is delivered to us, we will notify you in writing of its arrival and deliver it to an address in the UK, prepare it for collection, or transfer it to your storage account on and subject to the terms of Section C.

19.3 You are responsible for the EP Wine once it is delivered to you. Ownership of EP Wine will only pass to you when we have received payment in full of all sums due in respect of (a) the EP Wine, and (b) any other goods or services that we have supplied to you.

19.4 if you have an HTRUST account, and have transferred any EP Wine to it:

19.4.1 the provisions of Section C below will then become applicable to that Wine; and

19.4.2 We will invoice you for the amount due in respect of HTRUST account charges in respect of our terms and conditions (see clause 26 below).

SECTION C: CUSTOMER'S PRIVATE RESERVE

In addition to Section A above, and to Section B in the case of any EP Wine, this Section C shall apply where any of the Goods are delivered to you by transfer to your HTRUST account. If there is any conflict between any provision in Sections A or B and an applicable provision in Section C, the latter will prevail.

20. Further definitions

The following further definitions shall apply in this Section C:

HTRUST account Contract – a contract under which we agree to provide HTRUST account services to you on and subject to the terms of this Section C.

HTRUST account Wine – wine held by us in your HTRUST account on your behalf.

Site – a warehouse at which any HTRUST account Wine is held for the time being, whether In Bond or Duty Paid.

21. Formation and duration of HTRUST account Contract

21.1 A HTRUST account Contract shall be formed when we first agree to establish a HTRUST account for you and to transfer wine bought from us to your HTRUST account.

21.2 The HTRUST account Contract shall come to an end when we no longer hold any HTRUST account Wine on your behalf, or it is terminated under clause 30.2 or 30.3 below.

21.3 By agreeing with us that any wine is to be transferred to your HTRUST account, you agree that (a) that wine, and (b) all other HTRUST account Wine we hold for you for the time being, will be held on and subject to the terms of this Section C as varied by us from time to time by notice to you.

22. Operation of Private Reserve

22.1 You may lay the following products bought from us down in your HTRUST account:

22.1.1 a full Case of a single wine;

22.1.2 a pre-mixed Case offered by us as a mixed case.

22.1.3 single bottles

22.3 We will store your HTRUST account Wine at the relevant Site physically separated from our own stock and identified as your property, and maintain a separate record of your HTRUST account holding at all times.

22.4 We shall be entitled to sub-contract the warehousing of your HTRUST account Wine to any third party warehousing service provider of our choice, and may in our sole discretion determine at which Site your HTRUST account Wine shall be held from time to time.

22.5 Once a year we will send you a statement listing all your HTRUST account Wine, which acts as a stock certificate. Please keep the latest statement, and any amendment or supplement to it issued under clause 26.4, as proof of your title to your HTRUST account Wine, on and subject to these Terms.

22.6 We will take reasonable care in the preparation of annual statements, but we shall have no liability to you for any inaccuracy unless you can show that it was due to our failure to take such care.

22.7 Annual statements may also include brief recommendations whether to keep, drink or keep, or drink particular wines. Although given in good faith, any such recommendation is ultimately only an opinion. It is given without any express or implied warranty or guarantee on our part, and no liability shall attach to us in respect of any such recommendation.

22.8 You may inspect your HTRUST account Wine at any Site at which it is currently held at any time during normal business hours by prior arrangement. Please contact us if you would like to make an appointment for this purpose.

24. Our obligations in respect of HTRUST account Wine

24.1 When any Goods are delivered to your HTRUST account, our guarantee under clause 9 above applies at the time of completion of their transfer to your HTRUST account.

24.2 Subject to the limitations of liability set out in clause 35, our obligations in respect of HTRUST account Wine are:

24.2.1 to take all reasonable care to keep it safely and in optimum conditions; and

24.2.2 to perform all the other obligations that we expressly undertake as set out in this Section C.

25. Insurance of HTRUST account Wine

25.1 Your HTRUST account Wine will be insured on an 'All Risks' basis while it is held by us. This insurance is intended to cover a Customer for loss of stock incurred during 'day to day' business activities and through natural catastrophe (such as flood). Specifically excluded from this insurance are loss and or damage and or expenses:

25.1.2 Caused by depreciation other than as a result of damage forming the subject of a valid claim hereunder;

25.1.3 Caused by inherent defect, wear and tear, nature of the subject-matter insured gradual deterioration, atmospheric or climatic conditions, or the action of light;

25.1.4 Which is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not) or acts of terrorism.

25.1.5 Which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority.

'All Risks' cover is conditional upon the Customer not breaching our payment terms. In the event of a breach of our payment terms 'All Risks' cover will automatically cease without any notice to the Customer.

25.2 In the unlikely event of the total loss of any of your HTRUST account Wine we will aim to replace that Wine. If that is not possible, we will reimburse its fair market value at the date of such loss. Unless otherwise agreed, such market value shall be as certified by any independent fine wine price index as we determine.

25.3 Loss of any HTRUST account Wine in these circumstances shall, if it is not replaced, be treated as a withdrawal of that Wine for the purpose of calculating HTRUST account charges under clause 26.

26. HTRUST account charges

26.1 Our current charges for HTRUST account storage and handling, inclusive of VAT and insurance, are published on our website www.howardripley.com and are payable annually in advance.

26.2 Storage invoices are raised annually in advance and the fee is not refundable or part refundable should wine be removed from storage during that year.

26.3 By paying our invoice as above you agree that all HTRUST account Wine we hold for you for the time being will be held on and subject to the terms of this Section C as varied by us from time to time by notice to you.

26.4 Your storage fee is calculated upon the stock held in your account on the 1st May of every year. Any wine added to your HTRUST account after this date will not accrue storage charges until the following 1st May.

26.5 Where we have your authority to charge amounts payable by you from time to time to a debit or credit card, we shall be entitled to charge any amount due from you under any provision of this Section C of these Terms to any such card, in accordance with the terms of such authority.

27. Selling your HTRUST account Wine

27.1 If you inform us that you would like to sell any of your HTRUST account Wine, we may (but shall not be obliged to) either:

27.1.1 offer to buy some or all it from you, in which case clauses 27.2 to 27.5 below shall apply; or

27.1.2 agree to offer some or all of it for sale on your behalf, in which case clauses 27.6 to 27.10 below shall apply.

If we offer to buy the HTRUST account Wine

27.2 If we wish to buy some or all of the HTRUST account Wine in question we will confirm our offer to you in writing. Our offer will detail the price we are willing to pay, any VAT or duty that may be payable, and any other applicable conditions of purchase.

27.3 If you wish to accept our offer, then once we have received your confirmation in writing a contract will be formed between us for the sale of the relevant HTRUST account

Wine. Title to the HTRUST account Wine in question will then pass to us and we may withdraw it from your HTRUST account.

27.4 We will confirm completion of the sale to you in writing within 7 working days.

27.5 Within 30 days after the formation of a sale contract under clause 27.3 above we will:

27.5.1 transfer the agreed net price to you by crediting it to your client account with us; or

27.5.2 where you have requested us to do so, pay the agreed net price to you after deducting any amounts owed to us by you,

and, in either case, after the end of the month in which the sale took place supply a statement of your account updated to that month end.

If we agree to offer the HTRUST account Wine for sale on your behalf

27.6 If we agree to offer some or all of the HTRUST account Wine for sale as your agent on your behalf, we will in writing:

27.6.1 confirm our willingness to do so [*Note – is Howard Ripley buying the wine in the HTRUST account directly from the Private Reserve Customer or is the customer appointing Howard Ripley as his/her agent?*];

27.6.2 detail our proposed commission, any VAT or duty that may be payable, and any other applicable conditions; and

27.6.3 request your confirmation of the price at which you are willing to sell the relevant Wine, net of our commission and any VAT or duty that may be payable.

27.7 Once you have provided such confirmation in writing, we may offer the relevant Wine for sale by such methods and/or sales channels as we think appropriate. You may instruct us in writing not to continue offering the Wine for sale at any time, provided that we have not already received written acceptance from a buyer of an offer made by us in respect of some or all of the relevant Wine.

27.8 If and when we receive such written acceptance from a buyer, then:

27.8.1 a contract between us and the buyer will thereupon be formed for the sale of the relevant Wine at the price at which we offered it;

27.8.2 a contract for the sale of that Wine by you to us at that price less our agreed commission will also thereupon be formed; and

27.8.3 title to that Wine will pass to us or the buyer (as the case may be) once payment is received from the buyer and we may withdraw it from your HTRUST account.

27.9 We will confirm formation of any such sale contracts to you in writing within 10 days.

27.10 Within 30 days after any such sale contracts are formed we will:

27.10.1 transfer the agreed net price to you by crediting it to your client account with us; or

27.10.2 where you have requested us to do so, pay the agreed net price to you after deducting any amounts owed to us by you,

and, in either case, after the end of the month in which the sale took place supply a statement of your **account updated to that month end.**

27.10.3 Failure by the buyer to pay for the goods in accordance with the contract formed with the buyer and within 30 days of invoice will oblige us to cancel it. In this case the contract for the sale of that Wine by you to us listed on the invoice will be void.

28. Arranging withdrawal of HTRUST account Wine

28.1 HTRUST account Wines may be withdrawn at any time in the same way in which they were laid down (i.e. as unmixed Cases, pre-mixed Cases or single bottles). All you need to do is let us have a written withdrawal request:

28.1.1 listing the Wines you wish to withdraw; and

28.1.2 stating the address to which you wish them to be delivered.

28.2 Subject to clause 29 below, on receipt of your withdrawal request we shall arrange withdrawal and delivery of the relevant Wines to you, and send you an invoice for the amount payable in respect of any applicable UK customs, excise duty, VAT and/or delivery charges (at the rates prevailing at the invoice date, see our website www.howardripley.com).

28.3 Delivery will be completed when we deliver the relevant HTRUST account Wine to you or in accordance with your instructions at the delivery address stated in your withdrawal request.

28.4 We will make two attempts to complete delivery, after which any further attempt must be arranged and paid for by you.

28.5 It is your responsibility to check any HTRUST account Wine on its delivery to you.

28.6 Any broken, damaged, missing or incorrect products should be:

28.6.1 reported to the carrier and noted on the delivery note and/or the carrier's electronic handheld device at the time of delivery; and

28.6.2 reported to us by telephone or in writing as soon as reasonably possible and no later than 7 days after delivery to you.

28.7 We shall be entitled to reject any claim for broken or damaged products, incorrect quantities or incorrect products if you do not notify us of it as soon as reasonably possible and within 7 days after the day of delivery at the latest.

29. Our right of retention and lien

29.1 We reserve the right to decline to release wines held in your HTRUST account if and for so long as any amount due to us, however incurred, is outstanding on your account.

29.2 Sufficient stock must be held in Howard Ripley's cellars at all times to cover all outstanding monies. In the event of your failure to pay any amount due to Howard Ripley or to remove any of the Goods from the custody or control of Howard Ripley, Howard Ripley may, at the due time, in addition to its other rights and remedies against you, give notice in writing of its intention to sell or otherwise dispose of Goods.

29.3 The proceeds of the sale or disposal shall be sent to you after deduction for all expenses (including an administration charge) and all amounts due to Howard Ripley from you.

29.4 Where Howard Ripley have been unable to contact you and you have not paid any invoices due for 3 years, Howard Ripley reserve the right to sell your entire stock holding (whether Howard Ripley has previously exercised its right of lien and sold stock or not). The proceeds of the sale or disposal shall be held for you with no interest accruing for a minimum period of 6 years from the date of last contact with you, after deduction for all expenses (including an administration charge) and all amounts due to Howard Ripley from you.

29.5 In any such case you will remain fully liable for HTRUST account charges until you have cleared your account and we are able to release the wine to you.

30. Termination of the HTRUST account Contract

30.1 The HTRUST account Contract shall automatically come to an end when we no longer hold any HTRUST account Wine on your behalf.

30.2 If the contact between you and us has ceased then, after taking reasonable steps to trace or communicate with you, we shall have the right to terminate the HTRUST account Contract by giving you notice stating the proposed termination date, which will be not less than one month after the date of the notice.

30.3 We may terminate the HTRUST account Contract and require you to withdraw your HTRUST account Wine at any time by giving you notice as follows:

30.3.1 immediately if you have committed a serious breach of any obligation owed to us under any contract between us, or any serious unlawful act which we consider has caused or will cause us loss or damage;

30.3.2 immediately if you become insolvent or subject to any criminal investigation, charge or conviction involving dishonesty; or

30.3.3 in any other case, and without having to give any reason, by giving you at least one month's notice.

30.4 We may combine any notice of termination of the HTRUST account Contract under clause 30.2 or 30.3 with a notice of our intention to sell any HTRUST account Wine

held on your behalf if you fail to arrange for its withdrawal within three months after the date of such notice. In any such case we shall then have the right, without further notice to you and as soon as is practicable after the end of the three month period, to sell all such HTRUST account Wine at the market value then pertaining. When the Wine has been sold we shall be liable to account to you for the net proceeds of sale after deduction of all sums owing to us, including our further charges up to and including the date of sale and any other costs of or in connection with the sale.

30.5 For the avoidance of any doubt, we shall owe you no duty:

30.5.1 to incur any unreasonable expense or take any unreasonable step in order to trace or communicate with you;

30.5.2 to sell any HTRUST account Wine before it begins to approach the end of its drinking life and/or decline in value for any other reason; or

30.5.3 to pay interest on any unclaimed balance on your account.

30.6 You will remain fully liable for HTRUST account charges until your HTRUST account Wine is actually withdrawn or sold following any such termination.

31. Notices

Any notice or consent required or permitted to be given by us pursuant to or in connection with the HTRUST account Contract or any HTRUST account Wine shall be in writing and may be sent by post to your last known address, or such other address as you have notified to us in writing, and shall be deemed to have been received by you by noon on the second business day after the date of posting.

32. HTRUST account Contract personal to you

Irrespective of whether you have bought any HTRUST account Wine for a third party, or you agree to transfer its beneficial ownership to a third party, and whether or not we have been informed of this, the HTRUST account Contract will be personal to you. You may not assign the benefit of the HTRUST account Contract in whole or in part without our consent in writing. You alone will be responsible for all charges and amounts payable and for providing all instructions in relation to your HTRUST account. In the event that you have opened the HTRUST account in joint names then all named persons shall be jointly and severally liable under the Contract and for all amounts due to us.

33. Sale or transfer of HTRUST account Wine

The sale or transfer of any HTRUST account Wine to a third party may take place by special arrangement. Please contact us if you would like to arrange this.

34. Indemnity

You agree to indemnify us on demand in respect of all and any liabilities, losses, expenses and/or costs arising from:

34.1 any claim of any nature whatsoever made by any third party as a result of our performing our obligations and/or exercising our rights under the HTRUST account Contract; or

34.2 any breach by you of any term of the HTRUST account Contract.

35. Limitations on liability

Clauses 11.2 to 11.5 above apply in respect of any Contract under which we sell Goods to you or where they apply to the HTRUST account Contract. *[Note - It is not possible to limit liability in a consumer contract any liability in the situations set out in clause 11.5 – accordingly this clause 35 does not restrict the customers rights under clause 11.5]. explain*

. These further limitations apply to the HTRUST account Contract:

35.1 while we will take all reasonable care to ensure that your HTRUST account Wine is at all times carefully handled and stored in the optimum conditions, we shall have no liability to you for any ullage or deterioration that may occur over time through natural processes to which all wines, corks, bottles and/or packaging may be susceptible, however carefully handled and stored;

35.2 while we shall always be happy to give our opinion, on request, as to the condition, saleability and/or drinkability of any of your HTRUST account Wine, we shall have no liability to you for any such opinion. We are not authorised to give financial or investment advice under Financial Services legislation, or regulated under such legislation;

35.3 our maximum liability to you for any breach of the HTRUST account Contract or negligence on our part in relation to any HTRUST account Wine resulting in its total loss shall be limited to its fair market value at the date of the relevant loss;

35.4 we shall have no liability to you for any fault or deterioration in any HTRUST account Wine bought from us which arises, after its delivery to you, as a result of fair wear and tear, wilful damage, accident, negligence by you or any third party, or from your handling or storing the Wine inappropriately.

Trade T&Cs

Terms & Conditions of Sale for Trade Customers

See also

- *[It is best not confuse private customers with trade customers and vice versa]*
- [Website T&Cs](#)

Goods are sold and supplied to the Buyer by Howard Ripley Limited (**Company**) upon the following standard terms and conditions of sale. Any variation in these terms and conditions must be agreed in writing. ‘**Contract**’ means a contract for the sale of any goods by the Company to the Buyer. “**Event Outside the Company’s Control**”: has the meaning given in clause 10.

1. Prices and availability

1.1 Prices are quoted per case, duty paid but excluding VAT, unless otherwise stated, and are correct at time of publication.

1.2 Prices quoted are subject to market fluctuation, changes in rates of currency and changes in duty and VAT. In the event of a price change between the date of the Company's order confirmation and the date of delivery or despatch, the Company will notify the Buyer in writing of the change, and the reason(s) therefore, and the Buyer will be bound to pay for the goods at the revised price.

1.3 All products are offered subject to availability. The Company shall have no liability for failure to meet a confirmed order where the products in question prove to be unavailable.

2. Case sizes

Unless otherwise stated, prices quoted for wines are per case of 6 bottles (75cl), 12 halves (37.5cl) or 3 magnums (150cl).

3. Acceptance of orders and Credit Terms

3.1 The Company will not supply any products to any Buyer on credit terms until the Company has approved the Buyer's application for a credit account.

3.2 No individual Contract will be formed until the Company has confirmed in writing its acceptance of the Buyer's order. *[Note: make sure that the order form and any acceptance refers to these Trade T&Cs] acceptance is invoice.*

3.3 These terms and conditions apply to the Contract with the Buyer to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.4 The order constitutes an offer by the Buyer to purchase the Goods in accordance with the order form and these terms and conditions. The Buyer is responsible for ensuring that the terms of the order and any applicable specification of the Goods submitted by the Buyer are complete and accurate.

3.5 The order shall only be deemed to be accepted when the Company issues a written acceptance of the order, at which point the Contract shall come into existence.

3.6 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

4. Payment

4.1 The Company's invoices are due for payment 30 days from date of invoice by electronic payment or such earlier date as the Company may stipulate at the time of granting credit, without any deduction, withholding or equitable set-off by the Buyer in respect of any alleged counter-claim.

4.2 The Company shall be entitled to charge interest at a rate of 8% per annum accruing on a daily basis from time to time on any payment which is overdue, from the due date until payment.

5. Delivery

Delivery of orders less than £250.00 ex VAT in value will be subject to a £15.00 plus VAT delivery charge within mainland UK.

Orders placed by 12.30pm will normally be delivered the next working day in the London area. Delivery outside London, but within England and Wales, will normally take 3-5 working days. Delivery times and charges for other areas, including Scotland and Northern Ireland, and for goods to be exported from the UK, are available on request and will be stated in the invoice. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by an Event Outside of the Company's Control or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply and/or delivery of the Goods. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

6. Claims

All goods must be checked by the Buyer on delivery. Claims for breakages and/or missing bottles or cases must be noted in writing on the consignment note or electronic handheld device at the time of delivery and notified to the Company within 3 working days thereafter. Claims for total non-delivery must be notified to the Company within 7 working days of the agreed date of despatch. Failure to comply with these requirements will entitle the Company to reject the relevant claim for loss, damage or non-delivery. [*Discuss this requirement as it needs to be reasonable under the Unfair Contract Terms law*] - OK discuss

7. Title and risk

7.1 The risk in goods sold by the Company (Goods) shall pass to the Buyer on completion of delivery and the Buyer shall insure the Goods from the date of delivery against fire, damage and the usual risks.

7.2 Legal title to the Goods shall remain with the Company until it has received payment in full in respect of:

7.2.1 the Goods; and

7.2.2 any other goods, or services, that the Company has supplied to the Buyer.

7.3 Until title passes, the Buyer shall hold the Goods on a fiduciary basis as bailee for the Company and shall keep the Goods separately stored, properly protected, insured for their replacement value, and clearly identified as the Company's property.

7.4 Subject to clause 7.5 and provided legal title to the Goods has passed to the Buyer, the Buyer may sell the Goods in the ordinary course of its business, but may not sell the Goods to

a company which is a member of its corporate group, or with which it is connected or associated, without the prior consent in writing of the Company.

7.5 The Buyer's right to possession of the Goods, and its right to sell them, shall terminate immediately if the Buyer enters administration, ceases to trade or becomes insolvent, or any proceeding or application to court is commenced relating to the insolvency or possible insolvency of the Buyer, or if the Buyer suffers or allows any execution to be levied on his/its property, or is in breach of any of his/its obligations under this or any other contract between the Company and the Buyer.

7.6 Upon termination of the Buyer's right to possession:

7.6.1 all sums owing to the Company shall immediately become due, notwithstanding that any period(s) of credit permitted under this or any other contract between the Company and the Buyer may not have expired; and

7.6.2 unless the Buyer immediately pays or procures payment of all such sums, the Buyer shall immediately and at its expense deliver up all unsold Goods to the Company or as it may direct, free from any lien or other encumbrance.

7.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises of the Buyer, or to which the Buyer has a right of access, where the Goods are or may be stored in order to inspect them or, where the Buyer's right to possession has terminated, to establish whether any such goods are located there and, if so, to recover them.

7.8 Where the Company is unable to determine whether any goods are Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

7.9 The Company shall be entitled to recover payment for the Goods notwithstanding that title to any of the Goods has not passed to the Buyer.

8. Warranty

The Company warrants that any product purchased from the Company will, on delivery, conform in all material respects with its description, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

The Company shall not be liable for Goods' failure to comply with the warranty set out in this clause if the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage of the Goods or (if there are none) good trade practice regarding the same or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions which occur after delivery to the Buyer. Except as provided in this clause, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in this clause.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9. Limitation of liability

9.1 In this clause 9 'Claim' means and includes any claim for any loss arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

9.2 Subject to clause 9.6, the Company shall not be liable to the Buyer in respect of any Claim for any loss arising under or in connection with a Contract, including without limitation any of the following types of loss (even if resulting from a deliberate breach of the Contract by the Company, its employees, agents or subcontractors):

- 9.2.1 loss of income or revenue;
- 9.2.2 loss of business;
- 9.2.3 loss of profit;
- 9.2.4 loss of anticipated savings;
- 9.2.5 loss of data;
- 9.2.6 waste of management, staff or office time or resources, or

9.2.7 indirect or consequential

provided that this clause 9.2 will not prevent any claim for loss of or damage to the Buyer's tangible property that was foreseeable or covered by the Supplier's insurance, or any other claim for direct loss that is not otherwise expressly excluded or limited by this clause 9.

9.3 Subject to clause 9.6, the Company's maximum aggregate liability to the Buyer in respect of all and any Claims shall be limited to twice the purchase price of the relevant goods, exclusive of any VAT payable thereon.

9.4 Subject to clause 9.6, the Company shall not be liable to the Buyer in respect of any Claim unless written particulars of that Claim are notified by the Buyer to the Company within one year after the date of delivery of the relevant goods.

9.5 Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from every Contract.

9.6 Nothing in this clause 9 excludes or limits the Company's liability for:

- 9.6.1 death or personal injury caused by its negligence;
- 9.6.2 fraud or fraudulent misrepresentation;
- 9.6.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- 9.6.4 defective products under the Consumer Protection Act 1987; or
- 9.6.5 any other matter for which it would be illegal for the Company to seek to exclude or limit its liability.

10. Suspension or termination of dealings

10.1 If the Buyer suffers any of the events referred to in clause 7.5, the Company may without liability to the Buyer suspend performance of and/or cancel any confirmed but unfulfilled order(s) from the Buyer and/or terminate this Contract, and all sums owing to the

Company shall immediately become due and payable. Clauses which expressly or by implication survive termination of the Contract (including but without limitation clauses 4, 7, 9 and 11) shall continue in full force and effect. 10.2 In this clause “Event Outside the Company’s Control” means “any act or event beyond the Company’s reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

10.3 The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by an Event Outside the Company’s Control.

10.4 The Company may have to cancel an Order before the Goods are delivered, due to an Event Outside the Company’s Control or the unavailability of stock. If this happens:

10.4.1 the Company will promptly contact the Buyer to let the Buyer know;

10.4.2 if the Buyer has made any payment in advance for Goods that have not been delivered to it, the Company will refund these amounts to the Buyer;

10.5 Either party may cancel the contract if the Event Outside of the Company’s Control continues for longer than four weeks.

11. General, Governing law and jurisdiction

11.1 Governing Law The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

11.2. Assignment

The Buyer may not transfer any of your rights or obligations under the Contract to another person without the Supplier’s prior written consent, which the Supplier we will not withhold unreasonably. The Supplier may transfer any of its rights or obligations under these Terms to another organisation, provided the Supplier ensures that it will not affect the Buyer’s rights under the Contract.

11.3 If the Supplier fails, at any time while these Terms are in force, to insist that the Buyer performs any of its obligations under these Terms, or if the Supplier does not exercise any of its rights or remedies under these Terms, that will not mean that the Supplier has waived such rights or remedies, or that the Buyer no longer has to comply with those obligations. If the Supplier does waive a default by the Buyer, that will not mean that the Supplier will automatically waive any subsequent default by the Buyer. No waiver by the Supplier of any of these Terms shall be effective unless the Supplier expressly says in writing that it is a waiver.

11.3 Subject to clause 11.2, no person who is not party to the Contract shall have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

11.4 These Terms shall be governed by English law and the English courts will have non-exclusive jurisdiction to deal with any dispute that may arise between us out of or in connection with the Contract.

11.5. Contact details

The Buyer can contact the Supplier at any time in any of the following ways:

Post – Howard Ripley Limited, 18 Madrid Road, London SW13 9PD

Telephone – 44 (0) 20 8748 2608

Email – info@howardripley.com

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. The Supplier shall use the contact details given by the Buyer and contained on its invoice or otherwise set out at the registered office.

Website T&Cs

See also:

- [Private Customers T&Cs](#)
- [Trade T&Cs](#)

PRELIMINARY

This page, together with our [Terms And Conditions Of Sale For Private Customers](#) and the other pages and documents referred to on it, sets out the terms and conditions on which we will supply any of the products listed on website www.howardripley.com to you.

Before ordering any product and/or service from our site you will be asked to confirm that you have read these terms and conditions and accept and agree to them. Please therefore read them carefully and make sure that you understand them. [Click here to download or print a copy](#) of these terms and conditions for future reference.

Information about us

We are **Howard Ripley Limited** a private limited company registered in England & Wales, registered office 454/458 Chiswick High Road, London W4 5TT, registered number 3945191. VAT registration number GB752501945.

Conditions of website use and privacy

The conditions applying to your use of the site are set out in our [Conditions of Website Use](#). Our [Privacy Policy](#) sets out the basis on which any personal data that we collect from you, or you provide to us, will be processed by us.

Availability of products and services

Only individual customers resident in the UK may order products or services online using our site. We do not accept online orders from customers with addresses outside the UK. If you are interested in ordering any product or service, but are non-UK resident, please contact us by one of the methods below to discuss your requirements.

Age verification

It is illegal for anyone below the age of 18 years to purchase alcohol in the UK. In order to open an account with us and place an online order you will be asked to verify that you are aged 18 or above. By placing an online order through our site, you warrant:

- (a) that you are legally capable of entering into binding contracts;
- (b) that you are at least 18 years old; and
- (c) that you are resident at the address in the UK and Channel Islands that you have stated to be your address, and are accessing the site from the UK and Channel Islands.

For the same reason, we may use a cookie file stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. For example, we use cookies to recall the information you provided when you registered or made an online purchase, in order to save you having to re-enter that information, and for tracking of your orders online, and so on. Some of the cookies we use are essential for the site to operate. If you register with us or if you continue to use our site, you agree to our use of cookies. (See Explanatory Note)

Formation of an online contract

The products and services to be included in the contract will be as shown in your "Shopping Basket". You will be given the opportunity to check and change the contents of the basket before confirming that it is correct.

If any product you have selected is known to be unavailable, you will be advised on the site. Products believed to be available may prove not to be – in any such case clause 4 of Section A below shall apply.

After you have placed an order online, we will send an e-mail to you acknowledging your

order (**Invoice**). The contract between us will come into existence at that point, in accordance with clause 2 of Section A below. The terms set out in Sections A, B and C shall then apply, as the case may be, to the contract. The only language in which a contract may be concluded is English.

Prices of products and services

See clause 5 of Section A of our Terms below. For our charges in respect of HTRUST account services, see Section C of our Terms below.

Right of cancellation

You will have the statutory right to cancel the order in accordance with clauses 3 and 18 of Section A of our Terms below. In addition if you are a consumer (and not a business customer) you have the right to cancel contract within 14 days of the date of delivery. You will then need to comply with clause 3 of the Private Customer Terms and Conditions of Sale. Details of your statutory right of cancellation, and an explanation of how to exercise it, will also be provided in the Invoice.

Please note:

Consumer Contracts Regulations (for contracts entered into on or after 13 June 2014)

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) (Consumer Contracts Regulations), replaced the Distance Selling Regulations in relation to distance contracts entered into on or after 13 June 2014.

Key provisions of the Consumer Contracts Regulations include:

- A requirement to provide certain information pre-contract. The information provided forms part of the contract. Whilst not all the information needs to be provided in the contract terms, this will be the logical place for certain elements of the information to sit. This information must be confirmed on a durable medium, such as an e-mail.*
- A requirement that online suppliers to make it clear (for example by labelling the payment button with "Order with obligation to pay"), where proceeding with the transaction will trigger a payment.*
- A requirement that suppliers seek the consumer's express prior consent before taking any additional payments (for example, pre-ticked boxes will not be permitted).*
- A right for consumers to cancel the contract within a cooling off period of 14 days. This period can be extended by up to 12 months where information about the right to cancel is not provided by the supplier.*
- An obligation on the supplier to deliver goods within 30 days, unless otherwise agreed with the consumer. [Discuss this requirement]*
- A ban on making consumers use a premium rate telephone line to contact the supplier about an existing contract.*

But en primeur is different.

How to contact us

You can contact us at any time in any of the following ways:

Post – Howard Ripley Limited, 18 Madrid Road, London SW13 9PD

Telephone – 44 (0) 20 8748 2608

Email – info@howardripley.com

Privacy & Cookies

This page sets out the basis on which any personal data that we collect from you, or you provide to us, will be processed by us.

For the purpose of the Data Protection Act 1998 (Act), the data controller is **Howard Ripley Limited** (we or us) a private limited company registered in England & Wales, registered office 454/458 Chiswick High Road, London W4 5TT, registered number 3945191. VAT registration number GB752501945.

Information we may collect from you

We may collect and process the following data about you:

- Information that you provide by filling in any form on our website www.howardripley.com (site). This includes information provided at the time of registering to use the site and on any subsequent visit during which you log into the site.
- If you contact us, we may keep a record of that such contact and any relevant correspondence.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site (and the pages and any other resources that you access).

IP Addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies

For the same reason, we may use a cookie file stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. For example, we use cookies to recall the information you provided when you registered or made an online purchase, in order to save you having to re-enter that information, and for tracking of your orders online, and so on. Some of the cookies we use are essential for the site to operate. If you register with us or if you continue to use our site, you agree to our use of cookies.

Security and Storage of your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted (using SSL technologyB). Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Uses made of the information (4)

None of the information you provide to us will be published or otherwise made available to any other person on or via the site. We may use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To carry out our obligations arising from any contracts entered into between you and us.
- To provide you with information about products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To notify you about changes to our products or services.

We may also use your data to provide you with information about products and services which may be of interest to you and we may contact you about these by post or telephone.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer we will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way please tick the relevant box on the form on which we collect your data (the registration form).

Disclosure of your information

We may disclose your personal information to any member of our group, which means any of our subsidiaries, our ultimate holding company and its subsidiaries, for the time being as defined in section 1159 of the UK Companies Act 2006.

We may disclose your personal information to third parties:

- For carry out our obligations arising from any contracts entered into between you and us.
- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Howard Ripley Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our website terms of use or [terms and conditions for online sales](#) and other agreements; or to protect the rights, property, or safety of Howard Ripley Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of delivery of our products, fraud protection and credit risk reduction.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us as suggested below.

Links to other websites

The site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Access to Information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our Privacy Policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. The version of this privacy policy in force at the time of any visit by you to the site shall be applicable for all relevant purposes at that time.

Contact

Any communication regarding this policy or any aspect of the site should be addressed to us at Barnes address or by email on: info@howardripley.com