

## GENERAL TERMS & CONDITIONS OF SALE – updated June 2022

These terms and conditions ("Terms and Conditions") apply to and form part of every contract between New Hall Farm & Vineyards ("New Hall Wine Estate") and its customers ("Customer"). No terms and/or conditions which the Customer may seek to impose or which may be implied by trade, custom, practice or course of dealing shall apply or have effect.

### 1. DEFINITIONS

In these Terms and Conditions:

"Customer" means any Private Customer or Trade Customer as the case may be;

"Goods" means the products to be supplied by New Hall Wine Estate to the Customer;

"Private Customer" means a Customer who is not a Trade Customer;

"Trade Customer" means a Customer who purchases Goods with a view to resale in the ordinary course of its business and/or who New Hall Wine Estate notifies is classified as such.

### 2. PRICES AND PAYMENT TERMS

2.1 New Hall Wine Estate reserves the right to require payment for Goods at the time of order.

2.2 In cases where New Hall Wine Estate approves deferred payment terms then (unless New Hall Wine Estate agrees other payment terms):

(a) invoices to Private Customers must be paid on collection; and

(b) invoices to Trade Customers must be paid on or before the 21st day of the month following the month in which the invoice date falls.

2.3 All prices are quoted in pounds sterling. Any applicable VAT, duty and delivery charges will be added at the time of order or, in the case of stock held in bond, when the relevant stock is delivered or collected.

2.4 New Hall Wine Estate's preferred method of payment is by Direct Debit. We also accept payment by major credit or debit card by direct electronic transfer. New Hall Wine Estate will refuse to accept cash settlements of amounts due.

2.5 Any increase in freight charges, duty and tax will be passed on to the Customer if shipping and/or clearance from bond have not occurred prior to such increases. Similarly, if duties are reduced before shipping and/or clearance from bond, any reductions will be credited to the Customer.

2.6 If any amount remains unpaid after the due date for payment, then New Hall Wine Estate reserves the right at its sole and absolute discretion to do any or all of the following:

(a) charge interest at 2% per month on any amount remaining unpaid after the due date, calculated from the due date until the actual date of payment;

- (b) review and/or remove retrospectively any special trading terms previously agreed in relation to the transaction(s) to which those overdue accounts relate (including discounts, in which case New Hall Wine Estate may re-invoice the Goods at their full price);
- (c) require payment of all other unpaid amounts invoiced to the Customer (whether or not then due and payable); and/or
- (d) suspend any future deliveries to the Customer.

2.7 All payments to be made by the Customer shall be made in full, without any deduction, withholding, set-off or counterclaim.

2.8 New Hall Wine Estate reserves the right to amend the price of any order made by a Private Customer for delivery in Scotland to meet the minimum pricing requirements in compliance with the Alcohol (Minimum Pricing) (Scotland) Act 2012.

2.9 In no circumstances will New Hall Wine Estate be obliged to proceed with a Customer's purchase of wine at an incorrect price, even if New Hall Wine Estate has accepted the Customer's order for wines displayed at the incorrect price and/or failed to inform the Customer of the error.

### 3. DELIVERY

3.1 Delivery within mainland UK are charged at the prevailing rate plus VAT (where applicable).

3.2 Delivery within mainland UK will normally be made within 7 working days after acceptance by New Hall Wine Estate of the Customer's order.

3.3 Delivery is only available within mainland UK unless otherwise agreed.

3.4 Notwithstanding acceptance by New Hall Wine Estate of any order, all Goods are offered for sale subject to availability.

### 4. TITLE AND RISK

4.1 Risk of loss or damage to Goods shall pass to the Customer when the Goods are physically delivered to or collected by either the Customer or an agent acting on behalf of the Customer

### 5. RETENTION OF TITLE – TRADE CUSTOMERS

5.1 Until such time as New Hall Wine Estate has received payment in full (cleared funds) for all Goods that New Hall Wine Estate has from time to time supplied to a Trade Customer (including any applicable VAT, duty and delivery charges), all such Goods supplied to that Trade Customer shall remain the property of New Hall Wine Estate.

5.2 Until ownership of Goods has passed to a Trade Customer, the Trade Customer shall (unless the Goods have been resold in accordance with paragraph 5.3):

(a) store the Goods separately from other goods of the Trade Customer and/or keep them in such a way (at no cost to New Hall Wine Estate) that they can be readily identified as being the property of New Hall Wine Estate;

(b) hold the Goods on a fiduciary basis as New Hall Wine Estate's bailee;

(c) not destroy, deface or obscure any identifying mark on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on behalf of New Hall Wine Estate for their full replacement value against all risks.

5.3 Until ownership of Goods has passed to a Trade Customer, New Hall Wine Estate grants the Trade Customer the right to resell the Goods in the ordinary course of business at full market value on the basis that the Trade Customer has no authority to enter into any contract of sale on New Hall Wine Estate's behalf, but does so as principal, and provided that the Trade Customer shall hold in trust and pay to New Hall Wine Estate on demand the proceeds of any such sale to the extent that any sums are owed by the Trade Customer to New Hall Wine Estate.

5.4 Without prejudice to any other remedy that New Hall Wine Estate may have, New Hall Wine Estate may, at any time, revoke the Trade Customer's power of sale under paragraph 5.3 by notice to the Trade Customer if the Trade Customer is in default of payment of any sum whatsoever due to New Hall Wine Estate, or if any cheque (or other negotiable instrument) drawn by the Trade Customer in favour of New Hall Wine Estate is dishonoured on presentation for payment, or if New Hall Wine Estate has bona fide doubt as to the solvency of the Trade Customer.

5.5 A Trade Customer's power of sale under paragraph 5.3 shall automatically cease if, in the case of a Trade Customer who is an individual, that Trade Customer has a bankruptcy order made against him/her or makes an arrangement or composition with his/her creditors, or otherwise takes the benefit of any statutory provision in force from time to time for the relief of insolvent debtors, or, in the case of a Trade Customer which is an entity, that Trade Customer is being wound-up or enters into a company voluntary arrangement (within the meaning of Part 1 Insolvency Act 1986) or is placed into administration, administrative receivership, compulsory or voluntary liquidation or a receiver is appointed over all or any of its assets or the Trade Customer enters into any other insolvency proceedings governed by the provisions of the Insolvency Act 1986 and/or the Law of Property Act 1925 (in each case as consolidated, re-enacted, modified or replaced from time to time) or any analogous insolvency proceedings in any other applicable jurisdiction. A Trade Customer shall notify New Hall Wine Estate without delay if any of the events specified in this paragraph occurs.

5.6 Upon the revocation of the Trade Customer's power of sale under paragraph 5.4 or its automatic cessation under paragraph 5.5, all amounts payable in respect of all Goods supplied shall become due and payable to New Hall Wine Estate immediately whether or not such amounts are then due and payable.

5.7 Each Trade Customer grants New Hall Wine Estate, its agents and employees (with such transport as is necessary) an irrevocable licence at any time to enter any premises of the Trade Customer, or to which the Trade Customer has access, where Goods may be or are

believed to be situated for the purpose of inspecting Goods to which New Hall Wine Estate has title or, where the Trade Customer's power of sale has been revoked or ceased, to recover any Goods to which New Hall Wine Estate has title. New Hall Wine Estate may dispose of the recovered Goods so as to discharge any sums owed by the Trade Customer to New Hall Wine Estate.

5.8 The rights of New Hall Wine Estate set out in this paragraph 5 shall remain in full force and effect notwithstanding termination of the relevant contract with the Trade Customer.

5.9 New Hall Wine Estate may maintain an action for the purchase price of the Goods notwithstanding that ownership of them has not passed to the Trade Customer.

## 6. RETURNS, BREAKAGES AND NON-DELIVERY

6.1 If any wine purchased from New Hall Wine Estate fails, for any reason, to give satisfaction, New Hall Wine Estate will replace, or issue a credit for, that bottle of wine provided that the wine is returned to New Hall Wine Estate within 7 working days after the earlier of

- (a) the invoice date for the wine and
- (b) the date of payment for the wine. New Hall Wine Estate is not obliged under this guarantee to deliver any replacement wine to an address outside the United Kingdom.

6.2 Private Customers have the right to withdraw from a contract entered into with New Hall Wine Estate within 14 days following the day on which the Goods come into their physical possession without giving any reason. To exercise the right of withdrawal, a Private Customer must give written notice to New Hall Wine Estate by emailing us at [newhall@newhallwines.co.uk](mailto:newhall@newhallwines.co.uk) or by writing to us at New Hall Wine Estate, Chelmsford Road, Purleigh, Essex CM3 6PN. If a Private Customer withdraws from a contract, New Hall Wine Estate shall reimburse to the Private Customer all payments received from it, including any costs of delivery, without undue delay and in any event not later than 14 days from the day on which it has collected the Goods or the Private Customer has supplied evidence of having sent back the Goods, whichever is the earlier.

6.3 Claims for breakages will only be allowed if the Customer notifies New Hall Wine Estate as soon as possible (and, in any event, within 7 days) after delivery. The Customer must provide photographic evidence and retain breakages and accompanying packaging for examination by New Hall Wine Estate or its agent.

## 7. LIMITATIONS OF LIABILITY

7.1 Nothing in these Terms and Conditions shall exclude or limit in any way New Hall Wine Estate's liability for death or personal injury or for fraudulent misrepresentation or for breach of its obligations under applicable law.

7.2 New Hall Wine Estate shall not be liable to the Customer for ullages or for any deterioration in the condition of any wine (which can occur naturally to all wines no matter how well cared for)

7.3 New Hall Wine Estate shall not be liable to the Customer for any claim (whether arising in or for contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) under or in connection with these Terms and Conditions for:

- (a) any loss of profit, revenue, anticipated savings, business or contract; and
- (b) any special, indirect or consequential loss.

7.4 Without prejudice New Hall Wine Estate's total liability arising under these Terms and Conditions shall not in respect of any single claim exceed the order value including any VAT, duty and delivery charges of the order that gives rise to the claim.

7.5 The Customer shall defend, indemnify and hold harmless New Hall Wine Estate and its affiliates from any claims, demands, loss, damage, liability of expense, including any legal fees and costs (however incurred), arising out of the acts or omissions of the Customer and its affiliates, agents, sub-contractors, officers, directors, employees or agents of any breach by the Customer for any of the provisions contained herein.

## 8. WEBSITE SALES

8.1 Purchases may be made via our website ([www.newhallwines.com](http://www.newhallwines.com)) is subject to our Website Terms and Conditions, which can be found on the website.

## 9. GENERAL

9.1 In the UK, it is illegal to sell alcohol to anyone under the age of 18 years. Similar restrictions apply in other jurisdictions. By placing an order with New Hall Wine Estate, the Customer confirms that he or she is at least 18 years old (or otherwise above any applicable age limit). At the time of delivery of the Customer's order, New Hall Wine Estate or its agent may request proof of age from the person accepting the delivery. If appropriate proof cannot be produced, New Hall Wine Estate or its agent may refuse to deliver the order.

9.2 New Hall Wine Estate may amend these Terms and Conditions from time to time. None of New Hall Wine Estate's employees or agents has the right to bind New Hall Wine Estate to any verbal agreement which does not comply with these Terms and Conditions.

9.3 New Hall Wine Estate shall not be liable for any failure to meet its obligations caused by circumstances beyond its control.

9.4 No provision of these Terms and Conditions shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.5 No delay in exercising or non-exercise by New Hall Wine Estate of any right, power or remedy under or in connection with these Terms and Conditions shall impair that right, power or remedy or operate as a waiver or release of it.

9.6 Where New Hall Wine Estate operates a joint account in the names of two or more Customers, New Hall Wine Estate shall (unless expressly instructed to the contrary) be entitled to accept, rely upon and act upon instructions given by any one of the Customers named on that account. If two or more Customers have a joint account with New Hall Wine Estate, the obligations of such Customers shall be joint and several.

9.7 If any provision, or any part of any provision, of these Terms and Conditions shall be or become illegal, invalid or unenforceable in any respect then that provision, or that part, shall be severable from these Terms and Conditions and the remainder of the provision and/or all other provisions shall remain valid and enforceable and the liability of New Hall Wine Estate and the Customer shall not be affected or impaired.

#### 10. GOVERNING LAW

These Terms and Conditions and all contracts entered into are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

#### 11. CONTACT DETAILS AND PREVAILING RATES FOR CHARGES

If you have any queries or comments in relation to these Terms and Conditions, or for details of the prevailing rates for charges referred to in these Terms and Conditions, you can either write to us at New Hall Wine Estate, Chelmsford Road, Purleigh, Essex, CM3 6PN, email us at [newhall@newhallwines.co.uk](mailto:newhall@newhallwines.co.uk) or call us on +44 (0)1621 828343.