

Terms & Conditions

1. General

All orders for the supply of goods by Chartham Vineyard are made subject to these Terms & Conditions of supply. Any provision contained in the Purchaser's contractual documentation which conflicts with these Terms & Conditions or would in any way moderate, qualify or nullify these Terms & Conditions are inapplicable to Chartham Vineyard unless the specific provision has been expressly agreed in writing by a partner of Chartham Vineyard. No other employee or agent has any authority to alter or qualify these conditions.

2. Acceptance and Cancellation

1. Subject to the following, a purchaser may purchase any goods directly from Chartham Vineyard at Chartham Vineyard's premises.
2. Alternatively, a purchaser may also request a quotation and/or place an order over the telephone or via the website (in which case, Chartham Vineyard's website Terms & Conditions will apply).
3. Chartham Vineyard may withdraw any quotation at any time without notice and without providing a reason. Furthermore, Chartham Vineyard may refuse to supply a quotation at any time without providing a reason.
4. Unless withdrawn by Chartham Vineyard, all quotations are open for 30 days from the date of the quotation. A contract to supply goods is formed only when Chartham Vineyard accepts the Purchaser's offer to buy by providing an Acknowledgement of Order Form.
5. Chartham Vineyard reserves the right to cancel any uncompleted order or suspend delivery in the event that the Purchaser fails to perform his contractual obligations to Chartham Vineyard.

3. Price and Payment

1. All prices quoted in Chartham Vineyard's literature are subject to withdrawal or alteration without notice. Prices are quoted in pounds sterling.
2. If the Purchaser is purchasing goods directly at Chartham Vineyard's premises, payment is due and payable at the time of placing the order.

3. All prices are quoted inclusive of VAT and other applicable taxes relating to the sale and delivery of goods unless otherwise specified.
4. Delivery charges are not included in the quoted price of a case or a bottle and may give rise to an additional charge.
5. Unless otherwise expressly agreed in writing by a partner of Chartham Vineyard, payment shall be made within 30 days of the date of the invoice. Chartham Vineyard reserves the right to require payment in full prior to the dispatch of the goods.
6. If the Purchaser's Order is to be dispatched in instalments, payment for each bottle or case of wine will be invoiced separately at the point of dispatch.
7. Chartham Vineyard reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1988.
8. Time for payment shall be of the essence.
9. No payment shall be deemed to have been received until Chartham Vineyard has received cleared funds.
10. The Purchaser shall make all payments due under an Order without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Purchaser has a valid Court Order requiring Chartham Vineyard to pay to the Purchaser an amount equal to the deduction.

4. Cancellation

1. A purchaser may cancel an order for whatever reason at any time up to 7 days from the time that the order was placed or 7 days from receipt of goods (whichever is longer).
2. In order to cancel an Order, the Purchaser must contact Chartham Vineyard in writing (including by email) or by telephone.
3. Once Chartham Vineyard has been notified of a cancellation prior to the dispatch of the goods, Chartham Vineyard will reimburse the price of the goods, if payment has already been made, within 48 hours of the notification of the cancellation.
4. If the Purchaser wishes to cancel an Order after the goods have been dispatched, then the goods must be returned to Chartham Vineyard in the same condition that they were dispatched. On receipt of the goods, Chartham Vineyard will reimburse any payment already received within 48 hours of the receipt of the goods.

5. If the purchaser cancels an Order but fails to return the goods to Chartham Vineyard within 14 days of the notice of cancellation, the Purchaser will be deemed to have accepted the goods and will be obliged to make payment to Chartham Vineyard and will not be entitled to reimbursement.

5. Delivery

1. The Delivery Charge shall be set out on the quotation and the Acknowledgement of Order and shall be part of the total price quoted to the Purchaser, except where the Purchaser is placing an Order at Chartham Vineyard's premises and has agreed to take the goods away at that time.
2. Chartham Vineyard will deliver the goods to UK mainland postal addresses. Delivery will be made to the address specified by the Purchaser at the time of placing the order. Chartham Vineyard reserves the right to make delivery in instalments, but if Chartham Vineyard elects to do this, there will only be a single delivery charge.
3. Delivery will normally take place within 10 working days of the date of the Acknowledgement of Order. Chartham Vineyard will make every reasonable effort to deliver the goods within 10 working days, and unless it is otherwise agreed in writing, the Purchaser shall not be entitled to cancel the order in whole or in part on the grounds of delayed delivery howsoever caused. Nor shall the Purchaser be entitled to claim damages or compensation for delayed delivery. In the event that Chartham Vineyard is not able to make delivery within 10 working days, Chartham Vineyard will contact the Purchaser and keep him updated.
4. If the Purchaser is not available to take delivery, Chartham Vineyard's delivery agents will leave the goods in a safe place, provided that the Purchaser has provided instruction to Chartham Vineyard at the time of placing the order. Alternatively, Chartham Vineyard's delivery agents will leave a card requesting the Purchaser to arrange a more convenient delivery time.
5. All goods must be signed for on delivery by an adult (aged 18 years or over). If no-one of that age is at the address when the delivery is attempted, the goods may be retained by Chartham Vineyard's delivery agent. In that event, the delivery agent will leave notification of attempted delivery and will telephone to rearrange delivery. If Chartham Vineyard has to re-deliver the goods then the Purchase may incur a further delivery charge which is immediately due and payable by the Purchaser to Chartham Vineyard.
6. Chartham Vineyard may use any method of transport for delivery and the goods shall be at Chartham Vineyard risk during transit.

7. A clear receipt for the goods shall be sufficient evidence that the goods have been delivered in satisfactory condition.

6. Returns

1. If some or all of the goods are broken on delivery, the Purchaser must notify Chartham Vineyard within 48 hours of the delivery date. The Purchaser may choose either to return the whole case or just the affected bottles for replacement or refund.
2. Any goods returned to Chartham Vineyard must be in its original packaging.

7. Title and Risk

1. From the time of delivery, the goods are at the risk of the Purchaser.
2. If for any reason the Purchaser will not accept delivery of any of the goods when they are ready for delivery, or if Chartham Vineyard is unable to deliver the goods on time because the Purchaser has not provided satisfactory instructions for delivery
 - (a) The goods will be deemed to have been delivered on the delivery date specified in the quotation or the Acknowledgement of Order form;
 - (b) The risk in the goods shall pass to the Purchaser at that time and
 - (c) Chartham Vineyard may store the goods until delivery and the Purchaser will be liable for all related additional costs and expenses, including but not limited to reasonable storage and insurance charges.
3. Title and property in the goods, including full legal and beneficial ownership, shall not pass to the Purchaser until Chartham Vineyard has received in full (in cash or cleared funds) all sums due it in respect of
 - (a) The goods; and
 - (b) All other sums which are or which become due to Chartham Vineyard from the Purchaser on any account or order; and
 - (c) All interest that has become payable in respect of the goods or on any other sums which are or which due under any other account or order.
 - (d) Until ownership and title of goods has passed to the Purchaser, the Purchaser
 - (e) Holds the goods as Chartham Vineyard bailee;
 - (f) Must store the goods, at no cost to Chartham Vineyard, in such a way that they remain readily identifiable as Chartham Vineyard's property;
 - (g) Maintain the goods in satisfactory condition and keep them insured on Chartham Vineyard's behalf for their full price against all risks; and

- (h) Hold the proceeds of insurance on trust for Chartham Vineyard and not mix them with any other money, nor pay the proceeds into an overdrawn bank account. Any monies received by Chartham Vineyard in accordance with this provision shall not extinguish the Purchaser's liability to pay the purchase price for the goods plus any interest due, but may be set off in diminution of such liability.
4. The Purchaser may resell the goods before ownership has passed to it and pass good title solely on the following conditions
- (a) Any sale shall be made in the ordinary course of the Purchaser's business at full market value; and
 - (b) Any such sale shall be a sale of Chartham Vineyard's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.
5. The Purchaser's right to possession of the goods shall terminate immediately if:
- (1) The Purchaser has a bankruptcy order made against him or makes an arrangement or agreement with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over all of its assets or undertakings or any part of the assets or undertakings, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or the Purchaser proposes any of the above;
 - (2) The Purchaser ceases or threatens to cease trading; and
 - (3) The Purchaser encumbers or in any way charges any of the goods.
6. Chartham Vineyard shall be entitled to recover payment for the goods notwithstanding that ownership of the goods has not passed from Chartham Vineyard.
7. The Purchaser grants Chartham Vineyard, its agents and employees an irrevocable licence at any time to enter the premises where the goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover the goods.

8. Warranties

Chartham Vineyard warrants that the goods will be of satisfactory quality and fit for purpose when dispatched for delivery to the Purchaser.

9. Limitation of Liability

1. Any of the goods which the Purchaser claims to be defective, such notification to be in writing to Chartham Vineyard within 48 hours of delivery, will be replaced or – at Chartham Vineyard’s option – the price of the defective goods will be reimbursed to the Purchaser and Chartham Vineyard will pay the expenses of such return.
2. Chartham Vineyard will not be liable for a breach of the warranty in clause 8 if
 - 2.1 After giving notice that the goods are defective, the Purchaser makes any further use of such goods; or
 - 2.2 The defect arises because the Purchaser failed to follow Chartham Vineyard’s written instructions as to the storage, transport, handling or use of the goods; or
 - 2.3 The Purchaser caused the defect during the handling of the goods.
3. All other warranties, conditions and other terms implied by Statute or Common Law are – to the fullest extent permissible by law – excluded from the contract between Chartham Vineyard and the Purchaser.
4. Nothing in these Terms & Conditions excludes or limits the liability of Chartham Vineyard for death or personal injury caused by any negligence or fraudulent misrepresentation.
5. Save as aforesaid, Chartham Vineyard’s liability in contract, tort, breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract of sale shall be limited to the total sale price.
6. Notwithstanding anything contained in this contract of sale, Chartham Vineyard shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Purchaser arising out of the contract of sale. For the avoidance of doubt, indirect, special or consequential loss includes, but is not limited to, loss of profit, loss of interest, loss of business, loss of goodwill, loss of revenue, loss of anticipated savings and any liability incurred for loss and damage suffered by a third party.

10. Age Restrictions

1. It is illegal to sell wine to anyone who is under 18 years of age. Chartham Vineyard reserves the right to refuse to accept any offer from any person who is, or is suspected to be, under 18 years old.
2. Chartham Vineyard will not permit any order to be transferred from the original customer to another person who is, or is suspected to be under 18 years old, in order to avoid the age restrictions imposed by law.

3. By placing an order the Purchaser is confirming that they are at least 18 years old.
4. If Chartham Vineyard's delivery agents are in any doubt about the age of the recipient on delivery, they will request some form of identification including proof of age. If the person receiving the goods is unable to produce satisfactory identification, Chartham Vineyard's delivery agents will not be able to deliver the goods.

11. Force Majeure

1. Chartham Vineyard reserves the right to defer the date of delivery or to cancel the order or reduce the volume of the goods ordered if it is prevented from or delayed in the carrying out of its business due to circumstances beyond Chartham Vineyard's reasonable control including but not limited to acts of God, governmental action, war, national emergency, acts of terrorism, protest, riot, civil disorder, fire, explosion, flood, epidemic, labour disputes (whether or not relating to the Purchaser's workforce).
2. If as a result of the circumstances set out in clause 11.1 Chartham Vineyard is prevented or delayed in delivering all or part of the goods, Chartham Vineyard will fairly apportion amongst all of its contracted customers the quantity of goods available to it. Where Chartham Vineyard's obligations to supply have been suspended, normal supply will resume as soon as reasonably practicable after the removal of the cause of the suspension. If the cause of suspended operations lasts more than 2 months, either party may terminate the contract of sale on 5 days working notice.

12. Waiver

Any waiver by Chartham Vineyard of a right or default under these Terms & Conditions shall not be deemed a waiver of any subsequent right or default whether of a similar nature or otherwise.

13. Amendments

No amendment or variation of these Terms & Conditions shall be effective unless in writing and signed by a partner of Chartham Vineyard.

14. Severability

If any provision in these Terms & Conditions is found by any Court, Tribunal or Administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or voidable, unenforceable or unreasonable, it shall be – to the extent of such illegality, invalidity, voidness, voidability,



unenforceability or unreasonableness, be severable and the remaining provisions shall continue in full force and effect.

15. Third Party Rights

Nothing in these Terms & Conditions is intended to confer any benefit on any third party (whether referred to by name, class, description or otherwise) or any right to enforce a term or condition.

16. Entire Agreement

These Terms & Conditions constitute the entire understanding between the parties in respect of the subject matter.

17. Law and Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

18. Definitions

The following terms shall mean:

1. **'Chartham Vineyard'** a partnership, registered office Trimworth Manor, Crundale, Canterbury, Kent CT4 7EA.
2. **'the Purchaser'** means any person, firm, company or organisation from whom or from which Chartham Vineyard accepts an order to supply goods;
3. **'goods'** means any goods which are the subject-matter of Purchase Order as set out on the face of the Purchase Order;
4. the **'Order'** means the order placed by the Purchaser on Chartham Vineyard;
5. the **'Acknowledgement of Order Form'** means Chartham Vineyard's written acknowledgement of the Purchaser's Order incorporating these Terms & Conditions.
6. **'working day'** is 0900 to 1700 Monday to Friday, excluding bank holidays and public holidays.