

Grape Passions Ltd - Terms and Conditions

These terms and conditions should be read by you carefully as they set out the terms and conditions under which Grape Passions Ltd agrees to trade with you.

1. Interpretation

1.1 The definitions and rules of interpretation in this Condition apply in these conditions:

- **Contract:** Any contract between Grape Passions and the Customer for the sale and purchase of the Goods or Services incorporating these Conditions.
- **Customer:** The person firm or company who purchases the Goods or Services from the Seller.
- **Delivery Point:** The place where delivery of the Goods is to take place.
- **Goods:** The Goods agreed to be supplied to the Customer by Grape Passions.
- **Grape Passions:** Grape Passions Ltd (Registered in England and Wales No. 04193323)
- **Services:** The provision of hospitality services.

2. Application of Terms

- 2.1 The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 Each order or acceptance of a quotation for Goods or Services by the Customer from Grape Passions shall be deemed to be an offer by the Customer to buy Goods or Services subject to these Conditions.
- 2.3 No order placed by the Customer shall be deemed accepted by Grape Passions until a written acknowledgment of order is issued by it or (if sooner) Grape Passions delivers the Goods or Services to the Customer.
- 2.4 Any quotation is given on the basis that no contract shall come into existence until Grape Passions despatches an acknowledgment of order to the Customer. Any quotation is valid for a period of 60 days only from the date of issue.

3. Description

The quantity and description of the Goods and the description of any Services shall be as set out in Grape Passions' quotation or acknowledgment of order.

4. Delivery of Goods

- 4.1 Delivery of Goods shall take place at the place stated in the acknowledgment of order.
- 4.2 The Customer shall take delivery of the Goods (having paid the price of the Goods, if no credit agreement exists) within 10 days of Grape Passions giving notice that the Goods are ready for delivery.
- 4.3 Any date specified by Grape Passions for delivery of the Goods is intended to be an estimate only and subject to the Customer paying the price of the Goods before delivery unless a separate credit agreement has been entered into. Time for delivery shall not be made of the essence by notice. If no date is specified, delivery shall be within a reasonable time of the order being acknowledged by Grape Passions and (if no credit agreement exists with the Customer) payment by the Customer of the price of the Goods.
- 4.4 If for any reason the Customer fails to pay for and accept delivery of any of the Goods when they are ready for delivery, or Grape Passions is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, or authorisations:
 - a) risk in the Goods shall pass to the Customer (including loss or damage caused by Grape Passions' negligence);
 - b) the Goods shall be deemed to have been delivered; and
 - c) Grape Passions may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance);
- 4.5 The Customer shall where the Delivery Point is not Grape Passions' place of business provide at the Delivery Point and at its expense adequate and appropriate equipment for unloading the Goods.

5. Liability

- 5.1 Subject to condition 5.3 Grape Passions shall not be liable to the Customer in respect of any breach of the Contract or of any representation given in connection with the Contract for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of business, depletion of goodwill and similar loss) costs damages charges or expenses whether caused directly or indirectly by the actions or omissions of Grape Passions its officers agents and employees (even if caused by Grape Passions' negligence) provided always that nothing in these Conditions shall limit or exclude Grape Passions' liability for death or personal injury resulting from its negligence nor affect its liability for fraudulent misrepresentation.
- 5.2 Subject to condition 5.3 any liability of Grape Passions for any breach of the provisions of the Contract or any representation given in connection with the Contract and whether such claim be in contract, tort (including negligence) statute or otherwise shall be limited in all cases to the price of the Goods or Services.
- 5.3 If the Customer is a private individual purchasing for private consumption and not for re-sale this clause does not affect such customer's statutory rights.

6. Risk/Title of Goods

- 6.1 The Goods are at the risk of the Customer from the time of delivery (or deemed delivery under clause 4).
- 6.2 Ownership of the Goods shall not pass to the Customer until Grape Passions has received in full (in cash or cleared funds) all sums due to it in respect of:
 - a) the Goods; and
 - b) all other sums which are or which become due to Grape Passions from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer the Customer shall:
 - a) hold the Goods on a fiduciary basis as Grape Passions' bailee;
 - b) store the Goods (at no cost to Grape Passions) separately from all other goods of the Customer or any third party, in such a way that they remain readily identifiable as Grape Passions' property;
 - c) not destroy, deface or obscure any identifying mark or packaging including in particular any lot number on or relating to the Goods; and
 - d) maintain the Goods in satisfactory condition and keep them insured on Grape Passions' behalf for their full price against all risks to the reasonable satisfaction of Grape Passions. On request, the Customer shall produce the policy of insurance to Grape Passions.
- 6.4 The Customer's right to possession of the Goods shall terminate immediately if:
 - a) the Customer has a bankruptcy order made against him or enters into an arrangement or composition with his creditors or seeks a corporate or individual voluntary arrangement or enters into liquidation (whether voluntary or compulsory) or suffers the appointment of an administrator or administrative receiver or being a body corporate has a Petition presented to any court for its winding up.
 - b) the Customer has suffered or allows any execution, whether legal or equitable, to be levied on the Customer's property, or fails to observe or perform any of the Customer's obligations under the Contract, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - c) the Customer encumbers or in any way charges any of the Goods.
- 6.5 Grape Passions shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from it.
- 6.6 The Customer grants Grape Passions and its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them.
- 6.7 Where Grape Passions is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession is terminated the Customer shall be deemed to have sold all goods of the kind sold by Grape Passions to the Customer in the order in which they were invoiced to the Customer.
- 6.8 On termination of the Contract howsoever caused Grape Passions' rights contained in this condition 6 shall remain in effect.

7. Price

- 7.1 The price for the Goods and Services shall be the price advised to the Customer by Grape Passions on acknowledgment of the order.
- 7.2 The advised price for the Goods and Services shall be inclusive of Excise Duty but exclusive of VAT and all costs and charges (if any) in relation to the packaging, carriage and insurance of the Goods in transit all of which amounts will be advised by Grape Passions to the Customer at the time of acknowledgment of the order and which the Customer shall pay in addition when due to pay the price for the Goods and Services.

- 7.3 Promotional prices and offers are as stated and are subject to availability.
- 7.4 Any discount of the price for the Goods and Services agreed by Grape Passions after acknowledgment of the order and where a credit agreement exists between the parties, may only be applied by the Customer if at the time payment is due for the Goods or Services no payments under the credit agreement are overdue and the credit account is otherwise being operated in accordance with the provisions of the credit agreement.

8. Payment for Goods

- 8.1 Subject to condition 8.3 and any separate agreement for the provision of credit payment of the price of the Goods is due in pounds sterling on notice by Grape Passions to the Customer that the Goods are ready for delivery. Where a separate credit agreement exists (subject to condition 8.3) payment of the price for the Goods is due in accordance with the provisions of that agreement.
- 8.2 Time for payment shall be of the essence.
- 8.3 All payments payable to Grape Passions under the contract shall become due immediately on its termination despite any other provision in the contract or in any credit agreement.
- 8.4 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 8.5 If the Customer fails to pay Grape Passions any sum due pursuant to the Contract, the Customer shall be liable to pay interest to Grape Passions on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank Plc accruing on a daily basis until payment is made, and before as well as after any judgment until payment is made.
- 8.6 If a Customer's cheque tendered to Grape Passions is returned by Grape Passions' bank the Customer agrees to pay Grape Passions £25.00 by way of liquidated damages representing the loss suffered by Grape Passions in bank charges, and administrative costs.
- 8.7 Grape Passions shall on or before the price for the Goods becomes due render to the Customer an invoice in proper form.

9. Cancellation of Orders for Goods

Orders cannot be cancelled for the supply of Goods made to the Customer's specification or clearly personalised, or bought by Grape Passions as agent for the Customer. Orders otherwise may be cancelled prior to Grape Passions giving its Customer notice that the goods are ready for delivery and upon cancellation the Customer shall be liable to pay Grape Passions 25% of the then current list price of the Goods plus VAT on such sum.

10. Assignment

The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Grape Passions.

11. Damaged Goods

Upon receipt of the Goods the same shall be carefully inspected by the Customer and any breakages or shortages must be notified to Grape Passions at the time of delivery. Grape Passions will not accept any claims for breakages or shortages unless they are notified at the time of delivery.

12. Hospitality Services

- 12.1 The Customer acknowledges that Grape Passions' prices for the provision of Services assume that there will be easy, ready and free access to a mains supply of water, and electricity and unless otherwise agreed, gas; that unless otherwise agreed, adequate provision will be made to protect Grape Passions' goods, staff and equipment from inclement weather; and that Grape Passions will be able to gain access to the venue for the purposes of unloading and loading its goods and equipment. In the event of any of the foregoing not being available the Customer acknowledges that Grape Passions shall be entitled at its discretion to make a reasonable additional charge, or cancel the Contract in accordance with these terms.
- 12.2 The Customer warrants when requiring Grape Passions to provide services at a venue under its control (whether such control be permanent or temporary) that the facilities are suitable for the event being organised and offer Grape Passions and its staff a safe and secure working environment.
- 12.3 The Customer shall pay a non-returnable deposit of 25% of the price (inc. taxes) upon receipt of Grape Passions' acknowledgement of order. A further non-returnable deposit of 50% of the price (inc. taxes payable) will be due and paid by the Customer not less than four weeks before the event and the remaining 25% of the price (inc. taxes) is due and payable on the date of the event.
- 12.4 The Customer shall give details of final numbers attending the event to Grape Passions not less than 10 days before the event. The acceptance of any increase over previously advised numbers will be at Grape Passions' sole discretion and maybe subject to an additional charge.
- 12.5 Grape Passions reserves the right to charge, in full, on the basis of the final number of attendees notified to it not less than 10 days before the event notwithstanding that the number of persons actually attending may be fewer.

13. Cancellation by the Customer of orders for Services

Should the Customer cancel an event the 25% deposit paid to Grape Passions on booking is non-refundable. If the event is cancelled within four weeks of the event date, the additional 50% deposit similarly remains due and is non-refundable.

14. Amendments to and cancellations of Services by Grape Passions

- 14.1 Grape Passions shall be entitled when providing Services to the Customer to cancel the Contract if it is of the opinion that any of the premises, facilities, or access ways are unsafe or are otherwise unsuitable for whatever reason and Grape Passions shall be entitled to receive and retain 50% of the price of the Services including Value Added Tax by way of liquidated damages, the Customer acknowledging that the same represents a fair and reasonable estimate of the loss suffered by Grape Passions. Grape Passions shall not be liable for any loss whatsoever and whether direct or indirect suffered by the Customer as a result of cancellation under this condition.
- 14.2 Should the Customer make significant changes to the programme of the event or the expected number of attendees Grape Passions reserves the right to make amendments to the applicable rates and/or facilities offered by it.
- 14.3 In the event that Grape Passions for reasons beyond its control needs to make any amendment to the booking, it reserves the right to do so and to offer an alternative choice of facilities.
- 14.4 Grape Passions shall be entitled to cancel the Contract if either the initial deposit is not paid on acknowledgment of the order or the further 50% deposit (see condition 12.3) is not paid within four weeks of the date of the event. Grape Passions shall not be liable for any loss (whether direct or indirect) suffered by the Customer as a result of such cancellation.
- 14.5 Grape Passions may cancel the provision of Services at any time:
 - a) if the booking might, in the opinion of Grape Passions prejudice its reputation;
 - b) if the Customer is more than 30 days in arrears of previous payments for either Goods or Services;
 - c) if Grape Passions becomes aware of any deterioration in the Customer's financial situation.

15. Consumer's Statutory Rights

These Terms and Conditions do not affect the statutory rights of a private individual purchasing for their own personal consumption.

16. General

- 16.1 All notices shall be in writing and sent by first class post or fax to the address of the recipient stated in any quotation, order or acknowledgment of order and shall be deemed to have been received if sent by first class post on the second day following the day of posting and if sent by fax on completion of uninterrupted transmission.
- 16.2 Each right or remedy of Grape Passions under the Contract is without prejudice to any other right or remedy of Grape Passions whether under the Contract or not.
- 16.3 If any provision of the Contract is found by any court or other body of competent jurisdiction to be wholly or partly illegal, invalid or voidable, unenforceable or unreasonable it shall be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.
- 16.4 Failure or delay by Grape Passions to enforce or partly enforce any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- 16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.6 The Contract shall be governed by English Law and where the sum in dispute between the parties is less than £50,000.00 the parties agree that the dispute shall be heard and determined by Chelmsford County Court.