

## LONDON CITY BOND LIMITED

### CONDITIONS FOR STORAGE AND TRANSPORT OF ALCOHOLIC DRINKS FOR PRIVATE INDIVIDUALS

London City Bond Limited, company no. 02246348, is registered in England & Wales with registered office at Olympus, 91-101 River Road, Barking, Essex, IG11 0EG, and is referred to as “the Company” in these conditions.

The following Conditions (and any Regulations or Procedures stipulated by the Company from time to time) apply to the provision of services by the Company and form part of the contract between the Company and the Customer.

#### IMPORTANT NOTICES

#### CONDITION 14 EXPLAINS A CONSUMER’S RIGHTS TO CANCEL THE CONTRACT WITH THE COMPANY

#### CONDITION 3 LIMITS THE COMPANY’S LIABILITY AND APPLIES TIME LIMITS. PLEASE READ IT CAREFULLY.

The Company’s role is only to receive, despatch, store (and where appropriate transport) Goods and to provide stock reports. It does not insure them or underwrite their value and the rates charged reflect this. If the Company’s liability was not limited under Condition 3 the Company would need to charge extra to cover insurance costs (or an amount in lieu to reflect the risks for which it would be responsible), the work needed to verify Goods and their values, and a reasonable profit on them.

**CUSTOMERS MUST MAKE THEIR OWN ARRANGEMENTS TO INSURE THE GOODS TO THEIR FULL VALUE BECAUSE OTHERWISE THEY CARRY THE RISK OF ALMOST ALL LOSS OF OR DAMAGE TO THE GOODS.**

#### THE COMPANY’S OBLIGATIONS

- 1.1. The Company will provide the services of receiving, despatching and storing (and where expressly agreed, to transport) Goods and providing periodic stock reports, and will do so with reasonable skill and care.
- 1.2. The Company’s responsibility for the Goods starts when the Goods are accepted by it into store (or received onto its vehicle) and ends when they are tendered for collection (or for unloading from its vehicle), or on the expiry of notice to the Customer to remove them. Where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa.
- 1.3. The Company’s duty is to the Customer only and not to any third party. Any advice given is for the Customer only.

#### CUSTOMERS’ OBLIGATIONS AND UNDERTAKINGS

- 2.1. It is a condition of the contract, and the Customer warrants and represents, that:-
  - 2.1.1 he is either the owner of the Goods, or is authorised by the owner to accept these Conditions on the owner’s behalf.
  - 2.1.2 The Goods will be presented to the Company securely and properly packed and are and will remain in a condition to be safely handled, stored and carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to the Goods or any person, premises or land, equipment or other items.
  - 2.1.3 he will promptly on request fund and indemnify the Company for all duties, taxes and expenses paid or payable by the Company relating to the Goods.
  - 2.1.4 Information (including contact details) given by or on his behalf is correct and complete and he will promptly inform the Company of changes.
- 2.2 The Customer will indemnify the Company against any loss or damage it suffers as a result of carrying out the Customer’s instructions or which is related to any actual or prospective insolvency of the Customer or breach of the Customer’s obligations. The Customer will pay all costs and expenses incurred in, and the Company’s reasonable charges for, dealing with such matters and their consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty paid or payable by the Company as a result of a breach by the Customer of his obligations.

## INSURANCE AND THE COMPANY'S LIABILITY

- 3.1 The Company does not insure the Goods. **The Customer must insure the Goods against all insurable risks to their full insurable value (including applicable duties and taxes).** The Company is not authorised to arrange insurance for Customers but may be able to refer Customers to an appropriate broker.
- 3.2 The Company is not liable for Loss unless (and then only to the extent that) it is directly caused by negligence or wilful act or default of, or breach of duty by, the Company, its employees (performing their duties as employees) or sub-contractors or agents (performing their duties as sub-contractors or agents).
- 3.3 The Company is not liable for any lost profit, income or savings, wasted expenditure, damages payable by the Customer, or indirect or consequential loss; nor for loss or degradation of labels nor for the consequences of fragility or natural deterioration of the goods or their container or packaging.
- 3.4 **Any liability of the Company (including without limitation any liability relating to duties or taxes) shall not exceed £100 sterling per tonne gross weight of that part of the Goods in respect of which a claim arises. Where the Customer's claim is not for Loss relating to the Goods, the Company's liability is limited to £1,000 per incident or series of connected incidents.**
- 3.5 Without prejudice to the Company's rights to be paid free from deduction or set-off, any limitation of the Company's liability shall be applied to any claim by the Customer before it is asserted against money payable to the Company.
- 3.6 **The Company is not liable for any claim unless: it has received written notice of it within 10 working days of the event giving rise to the claim coming to the knowledge of the Customer; and it has received, within 20 working days of the event giving rise to the claim coming to the knowledge of the Customer, sufficient detail in writing to enable investigation. In the case of failure to deliver Goods, time shall run from the third working day after the expected date of delivery.**
- 3.7 The Company is not liable for any Loss to the extent to which it is caused or contributed to by a breach of any of the Customer's obligations, or by a person for whom the Company is not responsible, or by any of the circumstances by virtue of which the Company is relieved of its obligations under Condition 8.
- 3.8 The Company is not liable for any Loss arising from discrepancy between the contents of a container or package and their description; from defects or deterioration in any container or package; or from natural deterioration of contents.

## CUSTOMER INSTRUCTIONS

- 4.1 The Company may rely on any Instruction received in accordance with the most recent written authority received from the Customer or given via the online facility provided by or on behalf of the Company using the Customer's password. The Company may for its own benefit (but no duty to) take further steps to satisfy itself as to the authenticity of an Instruction or the authority of the person giving it, and may delay or decline implementation. The Customer is responsible for the accuracy of all Instructions given to the Company. The Company may treat Instructions as continuing in full force and effect until cancelled or superseded in writing or by secure use of the Company's website.
- 4.2 The Company may implement such security procedures as it considers appropriate. The Customer is responsible to maintain the security of Instructions and shall ensure that Instructions are given by a secure method and that unauthorised access via the Company's website is prevented. **Customers are reminded that email is not a secure means of communication.**
- 4.3 The Company may at its absolute discretion (but has no duty to) refuse to act on any Instruction including, without limitation, where such Instructions are incomplete or ambiguous or not given in the form customarily used by the Customer and / or which are not in writing. It may at its absolute discretion (but has no duty to) refuse to implement a Customer Instruction for any reason and will attempt (unless it considers it inappropriate) but shall not be obliged to notify the Customer of such a refusal.

## CHANGE OF CUSTOMER

5. The Customer may give written authority for the Goods or any part to be transferred to the account of another party, provided that such party is acceptable to the Company and notifies the Company in writing before the effective date of the transfer that it is to become the Customer and is bound by

these Conditions and will pay the Company's charges for the period after the effective date. The Customer will pay the charges for the period until the later of the effective date of the transfer and the date of acceptance in writing by the Company of the new party as a customer. The Customer will remain jointly and severally liable with the new party for charges for the Company's services for the 12 months after the later of those dates relating to those Goods thus transferred. The Goods remain subject to any lien which applies at the time of transfer.

#### **CHARGES, PAYMENTS AND LIEN**

- 6.1 Charges are as notified by the Company, are subject to VAT in addition and may be increased by 21 days prior notice being sent to the Customer. The Company has the right to charge for storage of the Goods for so long as it has possession of or is responsible for them.
- 6.2 The Company may charge extra where it incurs extra costs due to requirements of the Customer's or any competent authority, or failure to give full and accurate information.
- 6.3 Unless otherwise agreed, storage will be charged annually, in advance from 1 January to 31 December. Receipts after the 31 January will be charged on a pro rata basis. No refunds will be given for stock withdrawn during the year. Payment by instalments does not affect the Customer's commitment for the whole period to 31 December.
- 6.4 Charges shall be paid without deduction or set-off. Where not payable in advance they will be paid on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before any of the Goods cease to be in the Company's care or possession. The Company shall be entitled to payment for carriage at the time the Goods are loaded onto the vehicle. Absence of a delivery note shall not justify a refusal by the Customer to pay.
- 6.5 Interest shall be paid on money overdue to the Company at the rate of 4% over Barclays Bank Plc base rate for any period during which it is overdue.
- 6.6 The Company has a general and particular Lien on the Goods (and any associated documentation or records) as security for payment of all sums claimed by the Company from the Customer, or actually or prospectively payable to the Company, or relating to the Goods. Transfer of ownership of Goods or change of customer does not affect the lien on the Goods. Storage shall be charged for any goods detained under lien or where the Company is required by a competent authority to retain them.
- 6.7 Unless otherwise agreed all invoices are due for payment on presentation to the Customer.

#### **REMOVAL AND DISPOSAL OF GOODS**

- 7.1 The Goods shall be removed by the Customer at the time agreed between the parties. The Company may at any time require the removal of the Goods within 14 days from the date of written notice to the Customer.
- 7.2 the Company may surrender, sell or otherwise dispose of the Goods or any part of them if:
- the Customer fails to comply with Condition 7.1, or
  - any payment from the Customer is overdue; and in either case
  - the Company has notified the Customer in writing that the Goods may be sold or otherwise disposed of if such payment is not made within 14 days from the date of such notice (or if applicable the Goods are not removed within the time stipulated by the Company) and the Customer has not done so.
- In those circumstances the Company may dispose of the Goods at the Customer's risk and expense by a reasonable method in the circumstances. The net proceeds of sale or disposal shall be remitted to the Customer after deduction of all expenses and all amounts claimed by the Company. The Company shall not be liable for any alleged failure to achieve a sufficient sale price for the Goods. These rights are without prejudice to the Company's other rights and remedies against the Customer.
- 7.3 Notice or action by the Company under this condition shall not in itself terminate the contract between the parties unless the Company expressly states so.
- 7.4 The time periods in this Condition may be extended by the Company at its discretion.

#### **FORCE MAJEURE**

8. The Company shall be excused from its obligations while and to the extent that their performance is prevented or delayed by the act or omission of the Customer or by storm, flood, fire, explosion, or civil disturbance; action by government or competent authority; breakdown or unavailability of communications, premises, equipment or labour; or other cause beyond the reasonable control of the Company; and for a further 28 days thereafter.

## **DATA PROTECTION, IDENTITY CHECKS AND CONFIDENTIALITY**

- 9.1 The Company as data controller may hold and process data relating to or supplied by the Customer for purposes appropriate for the performance of the Company's obligations, the exercise of the Company's rights under the contract with the Customer, for business planning and marketing of its services by the Company and where appropriate to meet its legal obligations. The Company may share that data with other persons where appropriate for the provision of the Company's services to the Customer, and with government or competent authority where required. The Company will not sell the Customer's data to other persons without the Customer's consent.
- 9.2 Subject to 9.1, the Company and the Customer shall each keep confidential information or data supplied by or on behalf of the other which is expressed to be confidential or which is of such a nature that it should clearly be regarded as confidential by a reasonable person.
- 9.3 The Customer will keep private his password(s) and any authentication information and will not share it with anyone else.
- 9.4 If requested by the Company the Customer will promptly provide appropriate evidence of identity and residential address, and details and/or evidence of the ownership and source of the Goods and/or of funds paid to the Company.
- 9.5 No data or content on the Company's Website, other than the Customer's stock data, may be reproduced, republished, distributed, posted, sold, transferred, linked to or modified.

## **BONDED GOODS, ALCOHOL LICENSING AND LEGAL REQUIREMENTS**

- 10.1 All Instructions whether for bonded or duty paid Goods must conform to HM Revenue & Customs regulations
- 10.2 Customers who are private account holders must not use their account or the Company's services for revenue trading. They may only store alcohol for their personal consumption or personal investment purposes and if requested will sign a declaration to confirm this.
- 10.3 The Customer shall comply in all respects with the Licensing Act 2003 (and any successor legislation and any regulations made under any relevant legislation) and with all other United Kingdom laws and regulations applicable to the Customer
- 10.4 The Customer will not instruct the Company or its subcontractors to deliver alcohol to a person under the age of 18 because it is a potential offence to do so. The Company reserves the right not to deliver or release alcohol where it is not satisfied that the recipient is 18 or older.
- 10.5 Customers must notify to the Company an accurate purchase value of Goods in bond before they can be receipted into the account. This figure may be used by the Company for VAT / duty purposes upon removal from bond. If an accurate value is not notified the Company may use an average market value which may result in a higher amount of VAT / duty being paid which will be non-refundable.

## **GENERAL**

- 11.1 Each exclusion or limitation of liability in these Conditions exists separately and cumulatively.
- 11.2 Signature on a delivery note (or acknowledgement of an electronic proof of delivery or equivalent) is evidence that a consignment has been received and the packaging is in apparently good order save as noted, but is not evidence of the contents. Signature or acknowledgement by or on behalf of the Customer confirms that the Customer has taken responsibility for the consignment. The Customer must check consignments received and notify the Company promptly of any discrepancy.
- 11.3 The Company may open up packaging to inspect Goods but has no duty to do so as it is not normal practice. The Company has no duty to verify that the contents of any package match any description on it or on any documentation.
- 11.4 The Customer must check that the information in any receipt or account notification received from the Company is correct and if it is not, to notify the Company promptly.
- 11.5 The Company has no duty regarding the availability, accuracy, completeness, currency or reliability of the content or data on the Company's website or any online facility provided by or on behalf of the Company. Any figure provided by the Company for the value of any Goods is sourced externally (normally from Livex), is for guidance only and does not bind the Company or the Customer.
- 11.5 Notice is given if left at or sent by first class prepaid post to the last notified address of the other party; or by fax to the last notified number; or by email to the last notified address. The communication shall be deemed to have been received;
- if posted, on the 3<sup>rd</sup> working day after posting;
  - if left on the next working day after leaving at the Customer's address or placing in the letter box;

- if sent by facsimile or email, on the next working day after sending subject to confirmation of successful transmission (fax) or delivery (email).

#### **GOVERNING LAW**

- 12 Relations between the Company and the Customer and any claims relating to the Goods shall be governed by English law and disputes dealt with by the English courts.

#### **DEFINITIONS**

- 13 Terms used in these Conditions have the following meanings:

“Company” means London City Bond Ltd

“Customer” means the party requesting or receiving the services under the contract

“Goods” means goods (and including any associated documents) to which the contract relates or which are in the possession of the Company.

“Instruction” includes an instruction, order, commitment, notice, mandate or request

“Lien” means the right to detain the Goods as security for amounts owing to or claimed by the Company

“Loss” includes (without limitation) loss, theft, destruction, damage, unavailability, contamination, deterioration, delay, non-delivery/collection, mis-delivery, unauthorised delivery, non-compliance with instructions or obligations, incorrect advice or information, loss, misuse or corruption of data, breach of duty or contract; and any other event which would give rise to any liability of the Company.

#### **OFF-PREMISES CONSUMER CONTRACTS: The CUSTOMER’S RIGHT TO CANCEL**

- 14.1 If the Customer contracts with the Company as a consumer and has not entered into the contract on the Company’s premises then under the Consumer Contracts Regulations 2013 the Customer has the right to cancel the contract within 14 days without giving any reason. The cancellation period expires 14 days from the day of entering into the contract.

To exercise the right to cancel, the Customer must inform the Company in writing of the Customer’s decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail). The Customer may use the model cancellation form at the end of these terms , but it is not obligatory. The Customer can meet the cancellation deadline by sending the notice of exercise of the right to cancel before the cancellation period has expired.

#### **14.2 Effects of cancellation**

If the Customer cancels this contract in accordance with the applicable legislation, the Company will (subject to the provisions of this clause) reimburse to the Customer all payments received from the Customer under this contract. The Company will make the reimbursement without undue delay, and not later than 14 days after the day on which the Company is informed about the Customer’s decision to cancel this contract. The Company will make the reimbursement if possible using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; the Company will not charge any fees for the reimbursement.

If the Customer asked the Company to begin the performance of services during the cancellation period (for example, expressly or by consigning goods to the Company), the Customer must pay the Company an amount which is in proportion to what has been performed by comparison to the full coverage of the contract and also an amount which covers any duty, tax or expenses which the Company incurs or pays in connection with the contract, the Goods, or the services which were to be provided. If the Customer has paid in advance then the Company may deduct all such amounts before making any refund.

It will be the Customer’s responsibility to arrange and pay for collection of the Goods from the Company’s warehouse within 5 working days from the date on which the Customer gives notice of cancellation. The Company has the right to charge the Customer for storage of them until they are collected and not to release them until all sums claimed by the Company have been paid.

**OFF PREMISES CONTRACTS: CANCELLATION FORM**

If the Customer wishes to cancel the contract, please complete this form and send it to:

Accounts Department  
London City Bond Ltd  
Olympus  
91-101 River Road  
Barking  
Essex  
IG11 0EG

Email: [accounts@lcb.co.uk](mailto:accounts@lcb.co.uk)

I entered into a contract with London City Bond Ltd on [*please insert date of contract*].

My customer account code is [*please insert customer account code*].

Please take this as notice of exercise of my right under the Consumer Contracts Regulations 2013 to cancel the contract for the supply of storage and /or transport services. I understand that it is my responsibility to arrange and pay for the prompt collection of my goods.

Please confirm receipt of this notice.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print address; \_\_\_\_\_