

Terms & Conditions

The Company

“The Company” (“we”, “us”) means Halo Wines Limited, registered number 149119215, registered address Elstree Gate, Elstree Way, Borehamwood, Hertfordshire, WD6 1J, UK.

Minimum Order & Prices

Minimum order for free delivery: 36x75cl or equivalent for orders delivered within London and 60x75cl or equivalent for orders delivered outside London within UK mainland. A delivery charge will be applied to smaller orders. Separate quotes will be required for Highlands & Islands deliveries.

All wines are subject to availability.

Prices may be subject to currency and market fluctuations, changes in duty as well as stock remaining unsold. We reserve the right to change our prices.

Duty Paid prices are quoted exclusive of VAT.

In Bond prices are available on request.

Payment

Unless otherwise agreed, payment is due one month from date of invoice for approved accounts. The Company reserves the right to charge interest on overdue accounts.

All new accounts are requested to complete an application form. Payment upfront is required for the first order. The Company shall be entitled, at its sole discretion, to refuse or at any time withdraw a credit account without giving reason.

Receipt of goods

In the event of a non-delivery, please notify us within 10 working days from the date of the invoice.

Please check your delivery carefully before signing the delivery note. Any breakage or shortage must be reported to the driver immediately. If the delivery note is signed as complete, we may refuse any subsequent claims for loss or damage. The damaged goods should be retained for inspection. No deduction shall be made against invoice without the specific agreement of the Company.

Bottles out of condition

If a bottle is found faulty upon opening, please notify us within 24 hours so that we can collect the bottle and assess the fault. We may not be able to consider claims unless the wine is made available for collection.

Risk & Title

a) Risk in the products shall pass on delivery to the Buyer (or their nominated delivery address).

b) Title shall not pass to the Buyer until the Company has received payment in full for the wines and all other goods and/or services rendered at any time by the Company to the Buyer.

c) Until title to the goods has passed to the Buyer, the Buyer shall hold the products in satisfactory condition as the Company's bailee, keep them secure, separate from any other products and identifiable as the Company's property. The Buyer shall not charge, pledge or deal with the goods or allow any lien or other interest to arise over them. On request, the Buyer shall allow the Company to inspect such goods and the insurance policy.

(d) The Buyer may use or resell the goods in the ordinary course of business.

(e) The Company shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Company.

halo wines

Termination

The Company may terminate this agreement with immediate effect by giving written notice to the Buyer if:

- (a) The Buyer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due; or
- (b) the Buyer commences negotiations with all or any of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (c) a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the Buyer; or
- (d) the Buyer ceases or threatens to cease to carry all or a substantial part of its business.

General

(a) If any provision of this agreement is found by any court tribunal or administrative body of competent jurisdiction to be invalid or unenforceable, the validity of the other provisions and provisions of these Terms shall not be affected and they shall remain in full force and effect.

(b) Failure or delay by the Company in enforcing or partially enforcing any provision of the agreement shall not be construed as a waiver of any of its rights under the agreement.

(c) These Terms and Conditions are governed by English Law, and the parties submit to the exclusive jurisdiction of the English courts.