

Standard Terms & Conditions

(Special conditions apply for products bought En Primeur. For products advertised for sale en primeur these special conditions apply, superseding the standard terms and conditions).

Force Majeure

The company will not be liable for failure to meet agreed obligations due to prevailing circumstances beyond its reasonable control.

Law

All contracts are governed by English law and jurisdiction.

Claims

Customers are requested to carefully check all goods at the time of delivery. The delivery or carrier's note should be signed noting any shortages or breakage. We regret we cannot accept claims for shortages or breakages not recorded in this way. In any case claims must be made within three days of delivery.

Lay & Wheeler takes considerable pride in the accuracy and diligence of its employees and agents, and will endeavour to satisfy customers' requirements wherever possible. So far as the law permits however the company shall not be liable for consequential loss or damage in any respect.

Title

The goods shall remain the Seller's property until the Buyer has paid all sums due from it to the Seller. Until that time the Buyer shall hold them as Bailee, store them in such a way that they can be identified as the Seller's property, and keep them separate from the Buyer's own property and the property of any other person.

Although the goods remain the Seller's property until paid for, they shall be at the Buyer's risk from time of delivery and the Buyer shall insure them against loss or damage accordingly, and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Seller as trustee for the Seller. In accepting delivery of the goods the Buyer undertakes to indemnify the Seller against any losses and expenses incurred by the Seller, arising from the Buyer's breach, howsoever caused.

Cancellations

You may cancel your order at any time until seven working days after delivery. Should you decide to cancel, all charges to you will be refunded as soon as possible, within 30 days at the latest. The goods must be returned at your cost and in merchantable condition to our registered office.

Data Protection

Lay & Wheeler is a signatory to the Wine & Spirit Association Code of Practice on Distance Selling, including Data Protection. Information is held for the purpose of maintaining customer records, and Lay & Wheeler undertakes to discharge its duties under current legislation.

Ticket Sales

Payment in full is required at the time of booking. In the event of cancellation less than two weeks before an event, no credit will be given unless the seat can be resold. Any such credit is valid against a future booking, for a period of one year. A cancellation fee of £5 per ticket will be deducted from any credit.

Duty & VAT

All our duty paid prices include duty & VAT. All in bond/en primeur prices are exclusive of duty & VAT, which are payable by the buyer when they request release of said wines from bond.

Prices

All prices are in pounds UK Sterling.

- All prices (except En Primeur, see separate section and in/under bond) are inclusive of delivery and VAT.
- Although we endeavour to ensure that all pricing information on this website is accurate, occasionally an error may occur and goods may be mis-priced. If we discover a pricing error we will, at our discretion, either: contact you and ask you whether you wish to cancel your order or continue with the order at the correct price; or notify you that we have cancelled your order. We will not be obliged to supply goods at the incorrect price.
 - For clarity no contract is formed until goods are despatched. In the event of payment being processed before an error is noticed, a full refund will be made. No further compensation payments will be offered.
 - We reserve the right to adjust prices, offers, goods and specifications of goods at our discretion at any time before (but not after) we accept your order. Where an end date is specified on any offer on the website, it is intended as a guide only. We reserve the right to change prices at any time.
 - We reserve the right not to accept any order, at our discretion and with no explanation.

Complaints

In the event of complaint please contact the store concerned if it refers to a particular order. Alternatively e-mail customerservice@laywheeler.com giving as much detail as you can. All complaints will be acknowledged within 48 hours and you can expect a full resolution of your complaint within a further 72 hours. You will be kept informed if there is any delay beyond this. Each complaint will be treated as confidential and will be attended to by a senior manager or director.

Delivery Charges & Policy

- Standard Delivery service ensures your wines reach you within 7 working days from the date of order.
- Single duty paid orders placed for immediate despatch over £200 in value are delivered FREE of charge within mainland UK.
- Orders of less than £200 in value are subject to a delivery charge of £9.95 inc VAT.

Withdrawal of wines from your portfolio

Delivery charges to UK mainland:

- 1-3 cases - £5 per case (minimum charge £15.00)
- 3+ cases - subject to special quotation.

Delivery Terms & Conditions

All orders regardless of value, for delivery beyond UK mainland, are subject to a surcharge. A quote will be supplied on request.

Separate charges apply for despatches from customer reserves.

It is not possible to provide an estimated time of delivery for any consignments.

Please note that the customer will be liable for the redespatch cost of £15.95 on any consignment that has been returned to Lay & Wheeler undelivered. For example, an undelivered gift order where the recipient has been unable to take delivery.

Lay & Wheeler does not accept any responsibility for late or non-delivery of goods arising from incorrect delivery information being provided, nor for the inability of the carrier to effect delivery within the terms of the service contract.

If you are not home when our carrier attempts delivery, they will leave a card giving a contact number which you may use to rearrange the delivery, however they will attempt a second time. Alternatively, collection from the depot can be arranged; the consignment will be held for a short time before being returned to Lay & Wheeler.

Lay & Wheeler has authorised our carriers to deliver only when a signature for receipt is obtainable. However, where specific instructions are given to leave the wine without a signature being obtained, or to leave the consignment at an address other than that of the customer, Lay & Wheeler cannot accept responsibility for loss or damage arising as a result of carrying out those instructions.

We regret that once an order has been processed, we are unable to change any delivery information.

Storage Terms & Conditions

Wines liable to storage charges

Wines stored with Lay & Wheeler are subject to annual storage charges. The invoices are raised quarterly for wines physically in Customer Reserves. The storage charge includes insurance at replacement value.

Charges for storage apply only to wines held in the United Kingdom either duty paid or under bond. Wines purchased en primeur will become subject to storage charges only upon arrival in Lay & Wheeler's chosen bonded warehouse in the UK. Customers will be advised upon subsequent shipment and, on arrival, wines will be stored under bond unless we receive written instructions to the contrary.

Insurance cover is provided as part of Lay & Wheeler's storage service, and is for the replacement value of the wine. In the unlikely event of breakage or loss whilst in Lay & Wheeler's care, a wine will normally be replaced with either the same wine (subject to availability) or a wine of equal or greater quality.

Title of goods

Wine purchased for cellarage, both in the UK and En Primeur, remains the property of Lay & Wheeler Ltd until all invoices and outstanding charges are settled. Subsequently title is determined by reference to the Annual Stock Certificate and, in the case of sealed cases, to the name and Stock Number marked on each case.

Ullages/Condition Loss

Whilst Lay & Wheeler will take every reasonable care in the storage of your wines, no liability will be accepted for deterioration which may occur through the natural processes to which all wines and their corks, however well cared for, are subject.

Non-payment

In the event of non-payment of invoices, the company reserves the right to sell part of or all of the customer's paid reserve and to deduct from the proceeds the outstanding charges.

Market Prices

Lay & Wheeler undertakes to provide market information based on a regular review of prices for currently traded wines. Any prices shown are for guidance only.

Advice on purchase and resale

Lay & Wheeler uses its best endeavours to recommend actions based on its understanding of individual customers' requirements and objectives. Lay & Wheeler is not recognised as a financial advisor within the meaning of the Financial Services Act, and no undertakings with regard to investment performance of any wine may be given or implied by any employee of the Company. Furthermore, Lay & Wheeler cannot be held liable for unforeseen changes in value of wines traded on the open market.

Special Conditions relating to En Primeur products

(These special conditions supercede the normal terms and conditions for products sold as En Primeur)

“**En Primeur**” is a French wine trade term for wine which is sold as a “future”, i.e. prior to being bottled and for delivery at a future date. En Primeur wines are usually offered one or two years after the vintage.

Customers pay the opening price (an ‘in bond’ price which excludes duty and VAT but includes the cost of shipping to the UK). The wine is usually shipped in spring or autumn, one to two years later.

Once the wine is in the UK, customers can either pay the prevailing rate of duty, VAT and onward delivery to have the wines despatched. Alternatively the wine can be cellared at our wine storage facility, Vinothèque, in Burton-upon-Trent at an annual fee which is charged quarterly in arrears.

Lay & Wheeler undertakes to make its best endeavours to offer wines in quantities for which it has placed confirmed orders. However, because en primeur is offered initially as a “future” we cannot guarantee availability until it is delivered to the UK and offered to you for delivery. In the event that a wine is unavailable for reasons beyond our control our only liability to you is the initial payment which will be refunded in full.

Lay & Wheeler will accept cancellation of an en primeur order only within seven days from the date of invoice. Notice must be given in writing and will be effective upon receipt at Lay & Wheeler’s head office. Should you decide to cancel all charges to you will be refunded.

Limited liability

Whilst Lay & Wheeler will take every reasonable care in the storage of your investment wines, no liability will be accepted for deterioration which may occur through the natural processes to which all wines and their corks, however well cared for, are subject.

Disclaimer

Whilst Lay & Wheeler make every effort to ensure that the information on this website is accurate and current, it does however, provide this website and its contents on an “as is” basis and it makes no (and expressly disclaim all) representations or warranties of any kind with respect to this website and its contents. Furthermore Lay & Wheeler takes no responsibility whatsoever for information that is incomplete, inaccurate or out-of-date.

Lay & Wheeler shall not be held liable to any individual or business for any damage or loss which may have occurred from the use of any matter contained on this website.

Lay & Wheeler assumes no responsibility whatsoever for any external links to the internet or other third party websites from its website. Once you follow these links you will leave this website and Lay & Wheeler cannot be held responsible, or liable, for the content of any other websites which you may visit from its site.

Protecting Minors

We will not sell or deliver alcohol to anyone who is, or appears to be, under the age of 18. By placing an order you confirm that you are at least 18 years old and we reserve the right not to deliver if we are unsure of this.

Intellectual Property Rights

All copyright, database rights, trademarks and any other intellectual property rights in and to the content on this website, such as text, graphics, logos, banners, images, buttons, underlying source code and software, is the sole property of Lay & Wheeler, or the applicable licensor.

Any use (including copying, reproduction, duplication, transmission), or display of the content of this website, without the express written permission of Lay & Wheeler for purposes other than the viewing of information or for ordering purposes, is strictly prohibited.

As an explicit exception, permission is hereby granted to electronically copy, and to print in hard copy, portions of this website for the sole purpose of placing an order with Lay & Wheeler or using this website as a shopping resource.

Privacy Statement

At Lay & Wheeler, we are committed to protecting your privacy and being transparent about the information we collect and how we use it. Please click on the links below for the full details of our privacy policy.

By providing your details to Lay & Wheeler you are accepting and consenting to the practices outlined in this Privacy Statement.

What personal information do you collect?

We ask for your information in a variety of circumstances. For example:

When you make a purchase from us through our website or our customer service team (by email, post, telephone or fax). This includes:

- purchasing tickets for our events and tastings.
- when you join one our Fine Wine Plan.
- when you cellar wines with us.
- when you register with us to receive one of our offers, our email newsletter or to enter competitions or promotions.
- when you take part in surveys or provide us with feedback.

We also use cookies to collect information that will enhance your experience of our website. Cookies are a feature of web browser software that enable us to provide you with such services as personalised greetings and storage of items in your shopping basket between visits, because a cookie allows us to see your historical site journeys or purchases. General information gathered from website logs and cookies provides an overall picture and does not contain individual details.

Most browsers will notify you when you receive a new cookie and advise you on how to disable cookies. However, cookies will enable you to take full advantage of Lay & Wheeler's website services and we recommend that you leave them turned on.

All data is collected lawfully and held in accordance with the Data Protection Act 1998.

How do you use this information?

The personal information we hold may include your name, postal address, email address, telephone number, your payment details and invoicing information etc. We use this for the following purposes:

- to fulfil the purchases you make with us through our website or customer service team, or any other requests we receive from you
- to notify you of offers available through our wine clubs
- to cellar your wines and issue you with regular stock certificates
- to provide you with the highest possible level of service and help you get the best out of our website
- for the purposes of fraud prevention
- for other administrative purposes and internal analysis.

The information you give us will also allow us to send you details of special offers and promotions, and other information about Lay & Wheeler (as part of our newsletter or otherwise).

Is this information shared with third parties?

We take your privacy very seriously and will not disclose your details to any third party without your permission, except for the purposes of fraud prevention.

We do employ third party service providers to perform various functions on our behalf. Examples include fulfilling orders, delivering your wine, sending postal mail and email, analysing data and providing marketing assistance. These service providers have access to the personal information they need to perform the service, but may not use it for other purposes. These providers are required to act within the provisions of the UK's Data Protection Act.

For the purposes outlined above we may transfer information to countries outside the European Economic Area (EEA). While we will ensure that the data is transferred within the provisions of the UK's Data Protection Act, the legislation for each country outside of the EEA offers differing levels of protection.

We may be required to disclose your information if required by any applicable law or regulation.

How secure is my information?

We adhere to the rules of the UK Data Protection Acts 1984 and 1998 relating to the storage and disclosure of any personal information you have given us. This prevents unauthorised access or use of the data. Our security procedures mean we may request proof of identity before we can disclose information to you.

How can I amend my profile / opt out?

You may change your communication preferences at any time, by logging in to your account online at www.laywheeler.com or by contacting our Customer Service team on +44 (0)1473 313233.

By submitting your personal information to us you consent to the use of that information as set out in the Privacy Statement. Our Privacy Statement may change at any time, but will be set out within this document. Continued use of a service will signify that you agree to any changes.

E&OE

Registered Office	Company Offices
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