

Terms & Conditions

DEFINITIONS

Conditions: refers to the terms & conditions and any additional material agreed between you and Amphora Portfolio Management Limited and are printed on the Invoice.

We, us or our: refers to Amphora Portfolio Management Limited (hereafter APML), 5 Fitzroy Square, London, W1T 5HH.

Delivery Date: refers to the date the Product is delivered to you or where title is appropriated to you at the warehouse (where your Product is stored) by us as provided for in these terms and conditions.

Price: refers to the price for the Product as described in the Invoice.

Product: refers to the wine described in the Invoice.

Invoice: refers to the order document for the Product issued by us to you and is accepted by you when you pay for the Product. The minimum order size is for nine (9) litres of alcohol. All orders will be fulfilled to this amount of alcohol.

Contract: refers to the legally binding contract between you and APML for the sale of the Product to you.

Warehouse: refers to the United Kingdom Private Bonded storage facility which APML uses to store the Product on your behalf.

ORDER

2.1 By accepting the Invoice and sending payment to us, you are accepting our offer to supply you with the Product. The contract will be formed when payment has cleared into our bank.

2.2 Once the contract has been formed in accordance with condition 2.1, you may cancel the Invoice at any time up until the close of business on the seventh working day from the day after the day on which the Product is delivered in accordance with the Distance Selling Regulations 2000.

2.3 If you cancel the Invoice after the Product has been delivered, you will bear the reasonable cost of returning the Product to us. If the Product has been delivered to you, we will arrange for the Product to be collected from you at a mutually convenient time as soon as possible after cancellation and in any event within three working days of cancellation.

2.4 You will bear the risk of loss or damage to the Products returned after cancellation until they are delivered to us or to the supplier, whichever occurs sooner.

DELIVERY

3.1 We will notify you of delivery date.

3.2 We will pay freight, carriage, insurance and other costs of delivery from the supplier to the Warehouse.

3.3 We will arrange delivery of the Product to be made to the warehouse for storage.

STORAGE & REMOVAL

4.1 We store the Product on your behalf, we do so at the warehouse which will contain equipment suitable for storage of the Product in a controlled environment.

4.2 We will pay all insurance and storage at the warehouse for you from the delivery date.

4.3 If at any time the Product is removed from the warehouse whether following a sale or your request for the Product to be delivered to another storage facility, you will pay the reasonable costs of such removal.

4.4 We will notify you in advance of the costs of such removal and we will be entitled to remove the Product from our insurance policy from the time it leaves the warehouse.

4.5 The risk of any damage or loss to the Product resulting from its removal as described in condition 4.4 will pass to you at the time the Product leaves the warehouse. You will be responsible for insuring the Product against any damage or loss from this point unless the damage or loss results in negligence from us or our carrier.

4.6 If the Product is lost or damaged at the warehouse we will pay the lower of the replacement value or the market value of the lost or damaged Product.

TITLE & DOCUMENTATION

5.1 Ownership of the Product will pass to you immediately upon delivery of the Product to your account at the warehouse.

5.2 We will provide you with proof of ownership stating the unique identification number issued by the warehouse in relation to the Product once the Product is received at the warehouse.

5.3 Ownership of the Product will pass to us immediately following a cancellation of the Invoice by you in accordance with condition 2.1.

SALE OF THE PRODUCT

6.1 You may sell the Product at any time.

6.2 We will provide professional advice and assist you to sell the Product at the best price obtainable. If requested, we will find you a Buyer. Prior to this we will agree with you a minimum you will accept.

6.3 You must instruct us to sell the Product in writing or by email. In doing so you acknowledge and agree that your offer to sell the Product through us is a firm and unconditional offer to sell, which, until withdrawn or amended by you in accordance with clause 6.4, may be accepted by us at any time.

6.4 You may cancel the offer to sell the Product at any time other than in accordance with clause 6.5.

6.5 We will inform you in writing or by email when we have agreed the sale of the Product at a price in accordance with clause 6.2. From this point your offer to sell the Product may not be withdrawn.

6.6 The sale operates so that we purchase the Product from you and we sell the Product to the Buyer. We therefore transact as principal and are not your agent.

6.7 We will pay you the agreed price on the following business day to the Buyer paying us unless there is a mutual agreement to accrue funds where multiple products are being sold.

6.8 We may agree to sell wine(s) not originally sold by us to you (i.e not the Product) for you under these terms and at our discretion. We may charge you a Transaction Fee to facilitate the sale which will be agreed in writing or by email in advance of the sale. You warrant that:

(a) all information provided by you in relation to the offer, including the description and condition of the wine offered for sale, is accurate, complete and up-to-date.

(b) you will not sell the wine offered for sale to anyone other than us and the wine is available for delivery to us in accordance with these terms and conditions should we choose to accept your offer.

(c) the wine is not offered for sale elsewhere.

(d) your offer and your sale of the wine to us does not, and will not, breach any applicable law, statute or regulation.

(e) you are the legitimate owner of the wine offered for sale or you are authorised to offer the wine for sale and sell the wine by the true owner; and

(f) you are able to legally and legitimately transfer to us title to the wine offered for sale free from all charges, liens and other third party rights and encumbrances.

(g) you will cover the cost, if any, of delivering the wine to us or a nominated warehouse.

6.9 Each contract of sale is a separate agreement between you and us and incorporates these terms and conditions. A contract of sale consists of your offer to sell the Product or other wine, our email notifying you that we accept your offer to sell and these terms and conditions, to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any purchase or sales order, confirmation of order, invoice or similar document), and supersedes all prior agreements, arrangements, statements and understandings in respect of the same.

AGENCY

7.1 You appoint us to be your agents for the purpose of obtaining storage and retaining storage of the Product at the warehouse.

PRICE

8.1 The price is inclusive of all taxes and import duties to the warehouse. Cost of taking the wine out of bond is available upon request.

LIABILITY & WARRANTY

9.1 The nature of the Product and the fact that we are not involved in its production means we do not give any warranty or make any representation as to:

(a) the suitability of the Product for you as a speculator in its future price. You agree that this is not a one way market and the price of the Product can fluctuate. Past returns on similar products are no guarantee that such returns will be repeated; or

(b) the condition of the Product at any time.

9.2 We do warrant that:

(a) we will engage only suitably qualified and reputable third parties to provide the warehouse facilities, and

(b) we will ensure the insurance described in these conditions are provided only by reputable insurers, and

(c) we will perform the services described in these conditions with professional skill, care and diligence.

9.3 Our total aggregate liability to you for loss of or damage to the Product whether in transit or in storage is set out in condition 4.6 of the above.

9.4 Our total aggregate liability to you for claim arising out of or in connection with the contract shall not exceed the price paid by you for the Product which gives rise to the claim or liability.

9.5 Except as set out in these conditions we will have no liability to you arising out of the contract, whether the liability arises in contract, tort (including negligence) from the statute or otherwise.

9.6 If you have any queries, complaints or comments about the Product, these should be sent to Amphora Portfolio Management Limited, 5 Fitzroy Square, London, W1T 5HH.

GOVERNING LAW

10.1 The contract between you and us will be governed by and interpreted in accordance with English law.

Amphora Portfolio Management privacy policy

This privacy policy sets out how APML uses and protects any information that you give APML when you use this website.

APML is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

APML may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 2009

What we collect

We may collect the following information:

- name and job title
- contact information including email address

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, please contact us to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please email finewine@amphora.london

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.