NEXUS for Forum Fine Wine

MEMBERSHIP FEE (ex VAT)

£6 per year (or 0.12% of collection value – whichever is higher). Provides access to all NEXUS services and includes all-risks insurance to full market replacement price. Monthly billing also available.

WAREHOUSING FEES at LCB Dinton Woods (ex VAT)

	STANDARD NEXUS	Forum Fine Wine Rate
Receipt (Per case)		
Regular	£4.75	£3.16
Enhanced Receipt (Includes open case check and condition photo)	£15	£10
Storage (Per Month - charged annually in advance)		
Pallet (Casks)	£67.50	£60.75
Large Case (greater than 9l)	£2.70	£2.43
12-pack Rate (9l)	£1.35	£1.21
6-pack rate (4.5l or less)	£0.74	£0.67
3-pack rate (2.25l or less)	£0.40	£0.36
1-pack rate (1.5l or less)	£0.27	£0.24
Other		
Bottle Picking (per line)	£10	£10
Condition Photos	£10	£10
Release for Collection (per case)	£0.50	£0.50
Delivery Charges	On request	On Request

Qty storage discounts (Case Count): 25-49: 5% 50-100: 10% 100-499: 15% 500+: 20%

Once physical receipt has been confirmed legal title of goods remains with named collector at all times. Provided all payments are up to date neither B&H nor NEXUS have any claim over the goods nor can they be confused with the assets of either company in the event of liquidation.

On withdrawal of stock, collectors will receive a credit for full unused months of storage paid.

NEXUS Wine Collections Ltd
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Email: info@nexuswine.com Web: www.nexuswine.com
Reg: 05548347

NEXUS TERMS & CONDITIONS

Jan 2025

These Terms & Conditions form a contract in relation to the provision of warehousing, distribution, data and other services between NEXUS Wine Collections Ltd and the 'Customer' being the person or company who contracts for the services of NEXUS. The registered address of NEXUS is NEXUS Wine Collections Ltd, 64 Southwark Bridge Road, London, SE1 0AS. Company Registration No: 5548347.

Provision of Information

NEXUS relies upon accurate and timely provision, by the Member or their agents, of information relating to products, receipts, despatches, orders and delivery profiles. Delivery information must include accurate postcodes and telephone numbers. All rates and charges will be reviewed annually.

Customer Instructions

NEXUS can only accept withdrawal instructions from authorised persons to pre-advised delivery addresses. Authority for additional personnel or addresses must be advised in writing.

Receipt of Goods

NEXUS will provide the customer with a Wine Receipt. It is the responsibility of the customer to ensure that the details contained within this document are correct as NEXUS is unable to accept any financial liability for the input of incorrect data.

NEXUS reserves the right to:

i) Charge part cases at the appropriate full case rate

ii) Split a case containing more than one product and charge accordingly.

Unless otherwise instructed, NEXUS will not open cases to verify the number of bottles and that the description on the bottle labels corresponds with the accompanying paperwork. If the packaging is identified as 'non-original', or at the customer's request, NEXUS will open cases for a charge per case to record and verify its contents.

NEXUS does not check the authenticity of bottle labels or liquid in bottles received, nor its quality or condition.

NEXUS does not accept liability for a deterioration in the condition of the contents of the case (including liquid, labels, corks and capsules). Over time the conditions of the contents of the case may deteriorate as a result of the natural ageing process.

Storage

All stock will be securely stored and uniquely identified. Rent will be quoted and charged per month (part months will be treated as a full month). Rent is payable in advance to the end of the storage term. For clients on annual billing, credit for full unused months is given for wine withdrawn during an invoice year.

A report detailing the Customer's stock will be produced on demand. NEXUS will undertake regular stock checks and discrepancies will be notified to the Customer. The Customer, with prior agreement, will be allowed access to the relevant facilities in order to undertake physical stock checks once each year.

Deliveries

NEXUS will always use its reasonable endeavours to adhere to agreed delivery days and specified delivery times. However NEXUS can accept no liability for missed deliveries and must reserve the right to alter delivery days and times without notice where necessary.

Driver will only deliver to the entrance of the premises and will ensure the delivery is confirmed in their presence.

The carrier used for deliveries will be at NEXUS's discretion. The customer will be notified, as soon as reasonably practical, of any delivery discrepancies. Where NEXUS has not been at fault redeliveries will be chargeable. NEXUS will provide a scanned image of the Proof of Delivery (P.O.D.) upon request. P.O.D.s will be stored for a maximum of 12 months. NEXUS cannot guarantee the retrieval of P.O.D.s after this 12 month period and shall have no liability whatsoever for losses however caused arising from claims relating to such P.O.D.s or the non-return of.

Payment Terms

NEXUS shall be entitled to invoice the Customer as frequently as necessary, in order to maintain an equitable cash flow. Unless otherwise agreed in writing, payments must be made in full, without deduction, set off or counter claim within 15 days from date of invoice.

All charges are based on transactions of one unit, or 'case'. Transactions of smaller quantities, i.e. bottles, may be subject to an additional charge.

NEXUS reserves the right to refuse the release of Customer stock pending receipt of cleared funds to ensure that the customer's outstanding debt remains below the cost value of stock held.

All charges are exclusive of VAT which is payable in addition, where appropriate, as defined by relevant VAT legislation.

NEXUS reserves the right to exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if NEXUS is not paid according to the above payment terms.

Right of Lien

Sufficient stock must be held in NEXUS's care at all times to cover all outstanding monies. In the event of failure by the customer to pay any amount due to NEXUS, NEXUS may, at the due time, without prejudice to its other rights and remedies against the Customer, give notice in writing of its intention to sell or otherwise dispose of the goods. The proceeds of the sale or disposal shall be remitted to the Customer after deduction for all expenses (including a 5% administration charge) and all amounts due to NEXUS from the Customer.

Removal of Entire Stocks

All monies due to NEXUS by the Customer must be paid and cleared in full prior to the final release of goods with sufficient reclaimable value to cover any amounts owing by the Customer and suspended duty & VAT. Removal of entire stocks terminates the contractual relationship in its entirety between the Customer and NEXUS.

Claims, Liability & Insurance

In the event of breakage or loss NEXUS will advise the value to be recompensed. Customers will, where possible, at their option, be offered a like for like replacement. In the event of value disagreement, claims for further compensation must be submitted within 28 days of notification of such damage or loss.

In no circumstances, shall NEXUS be liable for fraudulent activities of the Customer, their representatives or agents or liable for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss.

NEXUS shall not be responsible for the any act or omission or delay or non-performance of any of its obligations caused by events beyond NEXUS's power or control.

NEXUS agree to purchase extended insurance coverage for its liability for Customer's goods whilst in its custody or control for 'All Risks' of accidental physical loss and or damage. Specifically excluded (inter alia) from this insurance are loss and or damage and or expenses:

i) attributable to wilful misconduct of, or any act of dishonesty committed or connived at by, the customer or any associate thereof;

ii) to mixed cases where contents have not been checked beforehand

iii) cause by depreciation other than as a result of damage forming the subject of a valid claim hereunder

iv) caused by inherent defect, wear and tear, nature of the subject-matter insured, gradual deterioration, atmospheric or climatic conditions;

v) directly or indirectly caused or contributed to or by arising from:
   a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
   b. the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly, nuclear component or radioactive material;

vi) which is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not). Civil war, revolution, rebellion, insurrection, military or usurped power, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

vii) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion;

viii) which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority;

ix) due to a lack of or a defect in the title of the Customer or any past, present or future owner or purported owner;

x) directly or indirectly caused by any terrorist, terrorism, or any person acting from a political motive;

NEXUS's liability shall be limited to the replacement value or market value of the goods, whichever shall be the lower.

'All Risks' cover is conditional upon the Customer not breaching NEXUS's payment terms. In the event of a breach of NEXUS's payment terms 'All Risks' cover will automatically cease without any notice to the customer.

Confidentiality

All information disclosed by the Customer or NEXUS is confidential, and shall not be disclosed by either party, other than to employees, agents or sub-contractors of each, who reasonably require to know such information for the performance of their duties. This clause does not apply to information already in the public domain, or which comes into the public domain (other than through a breach of this clause) or information which the party is required by Law to disclose. See also current privacy notice at www.nexuswine.com.

Effectiveness of Terms & Conditions

These Terms & Conditions take effect from 1st Jan 2023 and supersede all previous versions that are now null and void.

Receipt of stock into a NEXUS cellar is classed as acceptance of these Terms & Conditions by the Customer, unless otherwise agreed in writing.

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