



**NEXUS**  
The finest wine management service

## NEW COLLECTION

CAVEX has teamed up with NEXUS Wine Collections to provide a secure, independent, storage solution for its fine wine collectors. To ensure the account is managed to your exact requirements please complete the following as appropriate and scan/send to NEXUS.

Account Name : Legal owner of the wine
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**INVOICES TO:**

Annual storage statements e-mailed in January – please provide 2 working e-mail addresses.

Name:
Address:
Post Code:

Tel 1:
Tel 2:

e-Mail 1:
e-Mail 2:

**TAILORING TO YOUR NEEDS:**

The service we offer is in continual development, so to help us ensure that we meet your future needs please complete here as appropriate

This collection is primarily for the purposes of (circle as appropriate):

**DRINKING      INVESTMENT      BOTH      OTHER.....**

Please advise your primary sources of supply - they will receive an e-mail confirmation of your new account details:

MERCHANT	SALES REPRESENTATIVE	E-Mail
CAVEX		

**STORAGE WAREHOUSE:**

As a NEXUS client you are able to use our facilities at the two finest storage locations in the UK, Octavian in Wiltshire and Vinotheque in Burton-on-Trent. By default we will select the most appropriate location for your stock based on your sources of supply, however if you have a particular preference, please indicate here (Circle as appropriate):

**OCTAVIAN**

**VINOTHEQUE**

**LET NEXUS DECIDE**

## ADDITIONAL INFORMATION

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### EXTRA STOCK STATEMENTS:

You will be e-mailed a stock statement annually in January. Collections held in trust or on behalf of god-children etc. may require additional copies.

Please send paper copy annual stock statements to the following addresses (each additional statement costs £10):

Post Code:
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Post Code:
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### AUTHORISED DELIVERY ADDRESSES:

Wines can only be despatched to the invoice address or to addresses supplied to us in writing. Please enter here any additional addresses where you may wish to accept deliveries of your wines.

Post Code:
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Post Code:
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Contact Tel:
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Contact Tel:
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### AUTHORISED ACCESS:

For your own security, NEXUS can only take transactional instruction from authorised individuals. If you would like to authorise an individual please complete the details below. Full access will permit them to arrange deliveries, transfers etc.

Please allow the following access to my collection:

Name:
Tel No:
e-Mail:

View-Only

Full Access

Name:
Tel No:
e-Mail:

### CONFIDENTIALITY OF DATA:

NEXUS Wine Collections keeps the information it holds in the strictest confidence and will never pass this data to any third party without your permission. NEXUS acts only in the best interests of its clients at all times and generates no income from the sale of mailing lists or other nefarious, intrusive activities.

With your permission we will give your merchants access to view the wines that they have supplied you. This will allow them to oversee the transfer into cellarage and provide drinking recommendations on the wines they have provided. Please tick here if you would rather not receive this service.

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

Date: \_\_\_\_\_

I have read and understood the terms & conditions of NEXUS Wine collections



# NEXUS TERMS & CONDITIONS

March 2015

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.

## 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 calendar year. Credit for full unused months is given for wine withdrawn during an invoice year.

A report detailing the Customer's stock will be produced annually in January and on demand, to a maximum of 12 times per calendar year. NEXUS will undertake regular stock checks and discrepancies will be notified to the Customer. The Customer, with prior written 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.

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 30 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) 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;
- v) 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;
- vi) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion;
- vii) which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority;
- viii) due to a lack of or a defect in the title of the Customer or any past, present or future owner or purported owner;
- ix) 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.

## Effectiveness of Terms & Conditions

These Terms & Conditions take effect from 1<sup>st</sup> October 2010 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.

NEXUS Wine Collections Ltd

1 The Green, Marlborough, Wilts, SN8 1AL Tel: +44 (0)1672 513028  
Email: [info@nexuswine.co.uk](mailto:info@nexuswine.co.uk) Web: [www.nexuswine.co.uk](http://www.nexuswine.co.uk)