



VAT NUMBER GB268738059
AWRS NUMBER XXAW00000109564

TRADE ACCOUNT APPLICATION FORM

Please return completed forms and place all orders through orders@keelingandrew.co.uk

LIMITED COMPANIES

COMPANY NAME

TRADING AS

ADDRESS

TOWN / COUNTY

POST CODE

COMPANY NUMBER

YEAR ESTABLISHED

VAT NUMBER

TYPE OF COMPANY

DELIVERY ADDRESS
if different from above

TOWN/COUNTY

POST CODE

DELIVERY TIMES Morning delivery window, from: to:

Afternoon delivery window, from: to:

SPECIAL DELIVERY

INSTRUCTIONS

NON-LTD COMPANIES

If you are not a LTD company and wish to have a credit account we will need the following information, otherwise a proforma account will be opened.

FULL LEGAL NAME(S)

HOME ADDRESS

D.O.B.

BUYER / MAIN CONTACT

NAME

PHONE

EMAIL

ACCOUNTS CONTACT

NAME

ADDRESS

TOWN

POST CODE

EMAIL

PHONE

PREFERRED PAYMENT METHOD Pro-forma Direct Debit Credit (if approved)

Note for Direct Debit, any payments that are due on or before the sign-up date will need to be settled manually, as they will not be taken by GoCardless.

Receiver of invoices/statement via email Invoices Y / N Statement Y / N

TRADE REFERENCE 1

Company

Contact name

Tel Number

Email

TRADE REFERENCE 2

Company

Contact name

Tel Number

Email

DECLARATION:

I/We request credit facilities with your company and declare the above information to be correct.
I/We agree to your Terms and Conditions of sale.
I/We agree to settle my/our account in accordance with the attached Terms and Conditions.

SIGNATURE

The signature needs to be a director or company owner

PRINT NAME

POSITION

DATE

TERMS AND CONDITIONS

Current 2026

1. These conditions apply to all orders with Keeling Andrew & Co. (KA&Co.).
2. All orders shall be deemed to be an offer by the buyer to purchase wines pursuant to these conditions and no contract comes into existence until such time as KA&Co. accept the order.
3. All orders are subject to availability of the wines ordered.
4. **Office Opening Hours**
The KA&Co. office is open from Monday to Friday, 9.30am to 4pm, excluding UK public holidays.
5. **Deliveries**
 - 5.1. Minimum orders for free delivery:

Inside M25	£320 value ex VAT
Outside M25	£500 value ex VAT
Scotland	Postcode dependent
 - 5.2. Separate quotations will be made for Highlands and Islands and delivery lead time will be advised on each occasion.
 - 5.3. Quotations can be provided for deliveries below the minimum order.
 - 5.4. For deliveries inside central London, next working day delivery is offered for all orders placed before 12.00.
 - 5.5. For deliveries outside central London, a 2/3 working day service is offered for all orders placed before 12.00 in accordance with LCB's delivery schedule.
6. **Prices**
 - 6.1. Prices may be subject to alteration and are the current prices at the time of the order.
 - 6.2. Unless stated otherwise, all prices are quoted duty paid and delivered and exclusive of value added tax which will be charged at the rate in force at the time of dispatch of the wines.
 - 6.3. If an item has been erroneously underpriced, KA&Co. will not be liable to provide that item at the stated price provided that the buyer is notified within seven working days of delivery. Refunds or credit notes may be used to credit the buyer with any funds resulting from such a transaction. In the event an item has been overcharged a full refund of the difference will be given, either by applying a credit note (in the case of credit account holders) or interbank transfer (in the case of private clients).
7. **Terms of Payment**
 - 7.1. Credit limits will be confirmed at account opening and unless stated otherwise the maximum available is £3000.
 - 7.2. Unless stated otherwise, for arranged credit accounts, payment is due 30 days from the invoice date. For all other orders, payment is required in advance of delivery. We reserve the right to charge interest on overdue accounts.
 - 7.3. Payment is made by BACS payable to 'Keeling Andrew & Co Ltd'.
 - 7.4. Credit limits may be changed at any time by KA&Co upon one week's notice.
 - 7.5. Orders may be delayed by transfers of money not being confirmed.
 - 7.6. We reserve the right to move overdue accounts onto either direct debit or proforma in order to continue to trade with KA.
8. **Delivery**
 - 8.1. Time and dates quoted for delivery are estimates only and the time for delivery of the wines shall not be of the essence.
 - 8.2. Where delivery is made by installments, delay in delivering one or more installments shall not entitle the buyer to refuse to accept any remaining installments.
 - 8.3. KA&Co. shall not be liable in any way for any losses, damages or expenses (whether direct, indirect or consequential) suffered by the buyer due to any delay in failure in delivering the wines.
 - 8.4. Without prejudice to any other rights which we may have, where the buyer does not accept delivery of the wines a transport and delivery charge may be payable by the buyer to KA&Co..
 - 8.5. If the buyer is not at the delivery address at the time of delivery and they wish us to leave the order in a safe place, please advise us in advance. We cannot accept responsibility for any subsequent loss or damage which occurs once the consignment has been left.
9. **Short Delivery/Wrong Product Delivered/Non-Delivery**
 - 9.1. To enable us to make a claim from the carriers in the event of breakage, loss or short delivery, the problem must be reported to the delivery driver and written on the driver's copy of the Proof of Delivery document.
 - 9.2. No claims for shortage, for damage to wines or for delivery of wrong products shall be made unless we are notified in writing quoting number of delivery note or invoice number within 24 hours after the time of delivery

and in the absence of such notification the buyer shall be deemed to have accepted the wines and payment in full will become due.

- 9.3. If the delivery note is signed as complete, then we cannot generally accept any subsequent claims for loss or damage. No deduction may be made against invoice except upon the specific written authority of the Company.

10. Damage in Transit

Wines damaged in transit must be reported to us immediately by signing the delivery note "damaged on arrival". This must be returned to us within 24 hours of the time of delivery. Any damaged wines must be retained (including wrappings, cartons etc for inspection).

11. Return of wines/Out of Condition wines

11.1.1. At our discretion wines may be accepted for return and credit but only in complete unopened cases returned in a resalable condition. Out of condition wines will be subject to a completed 'Out of Condition' form and assessed for a credit by your KA representative.

11.1.2. Wines and spirits no longer listed or bought more than 1 year before the date of return will not be accepted for returns or credited for being out of condition. Risk in any wines to be returned remains with the buyer until the wines are delivered to KA.

Agency Wines

- 11.3. In the case of faulty or corked wines from agencies that we represent, the buyer must notify us within 48 hours and arrange its return along with our Out of Condition Claim Form for verification. A faulty or corked wine is usually quite evident and therefore bottles returned with less than two thirds of the product left cannot be accepted for credit or refund, it being deemed to have been enjoyed by the buyer.

- 11.4. If we agree a wine is corked or faulty we will offer a replacement or credit on the return of the bottle.

Fine Wines

- 11.5. We confirm that we have made reasonable endeavours to ensure that wines sold by us are of satisfactory quality.
- 11.6. We do not warrant taste or drinkability of wines purchased as drinkability and taste are subjective judgements.
- 11.7. With respect to older or high-value wines we will make reasonable efforts to verify the provenance of such wines but we cannot guarantee the authenticity or quality of the wine in the bottle. Older products may age and mature in different ways which may not be to all tastes, and some wines may deteriorate in quality.
- 11.8. We regret that given the nature of the fine wines we sell we do not provide refunds for corked wines.
- 11.9. Where you have purchased wines from us then you accept that these wines may be subject to defects, imperfections, shortages, damage and normal wear and tear. You accept that wines will be in the condition to be expected having regard to their age, provenance and nature or where we have notified you of any such condition or defect.
- 11.10. We do not accept liability for minor or inconsequential defects or imperfections.
- 11.11. We may provide provenance information to you where this has been given to us by our supplier; however, we are not able to research, test or verify this information. We cannot and do not warrant any such statements.
- 11.12. You accept that given the nature of wines these terms are reasonable in all the circumstances.

12. Inability to Supply

- 12.1. If any product is not available or should the dispatch or delivery of the whole or any part of the wines be interrupted, prevented or hindered by any cause beyond our control, we shall be entitled to postpone or suspend any delivery or deliveries.
- 12.2. If we cannot supply any wines due to unavailability or if dispatch or delivery is delayed for more than one week, we may cancel the order and/or credit or refund any payment made by the buyer.

13. Product Changes

Vintage wines are subject to change. When a vintage changes then next available vintage will be supplied, which may be at a different price.

14. Retention of Title

- 14.1. Risk in the wines shall pass to the buyer on delivery and the buyer shall insure the wines with a reputable insurance company against all risks for their full value from that time.
- 14.1.1. Property and ownership in the wines shall not pass from KA&Co. until the buyer has paid KA&Co. for the wines; and no other sums are outstanding from the buyer to KA&Co. on any account whatever, whether or not such sums have become due for payment.
- 14.1.2. Until property in the wines passes to the buyer, the buyer shall be bailee of the wines; and store the wines separately from those of any other person and ensure they are readily identifiable as the property of KA&Co.

14.2. At any time prior to property in the wines passing to the buyer, in the event of:

14.2.1. the buyer's insolvency;

14.2.2. the buyer's failure to pay any amount due to KA&Co.; or

14.2.3. any breach by the buyer of these conditions

the buyer must immediately place any wines in its possession or under its control at KA&Co.'s disposal and KA&Co.'s representatives shall have (without prejudice to any of KA&Co.'s other rights and remedies) the right to enter the buyer's premises retake possession of such wines. In such event, the buyer shall procure that KA&Co. has access to the premises of any third parties where wines in which property has not yet passed to the buyer are stored.

14.3. Should any event listed in Clause 14.2 occur, the buyer's right to sell and to use the wines shall immediately cease.

15. Liability

15.1. Nothing in these conditions shall limit or exclude KA&Co.'s liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for KA&Co. to exclude or restrict liability; and

15.2. KA&Co shall under no circumstances whatever be liable to the buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the order; and

15.3. KA&Co's total liability to the buyer in respect of all other losses arising under or in connection with the order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the wines paid by the buyer under the order.

16. Miscellaneous

The contract shall be governed by and construed in accordance with English law and the parties here to submit to the non-exclusive jurisdiction of the English courts.

These terms and conditions may be modified from time to time.