

**Marchant Group LTD**  
**Company number: 11051314**  
**VAT registration number: 288743252**

**Marchant Group Limited Terms and Conditions**

These Terms and Conditions are applicable to the supply of Products and Services by Marchant Group Limited to our clients. The Marchant Group Terms and Conditions may change, and the current version can be asked for at any time.

**DEFINITIONS**

'Conditions' or 'Terms' – These Terms and Conditions and any relevant additional material to support the application of these Terms and Conditions agreed between the Client and Marchant Group.

'Contract' – The placing and acceptance of orders verbally shall form a Contract in compliance with these Terms, conditional upon our written confirmation of the order which will be by the provision of an invoice to you and the completion of the Cooling off Period.

'Cooling off Period' – Is the 14-day period that ends at the end of the 14 days after the day on which the Contract is entered into, within which the Client has the right to cancel the Contract. The Cooling-off Period will not apply if the Client expressly instructs or agrees for their Right to Cancel to end prior to the completion of the 14-day period should they wish the Services to begin immediately.

'Client' – A person or company with whom a Contract for the provision of Products and or Services is made by Marchant Group and to whom Marchant Group provides Products and Services and also referred to in these Terms as 'you' or 'your'.

'Delivery Date' – The date that your Product is delivered to a Storage Facility organised by either us (Marchant Group Ltd) or a location instructed by you (the client) or to your personal storage account.

'Initial Term' – The 3 year period from the completion of the Purchase of your Product.

'Invoice' – The order confirmation document for the Product and Services sold by Marchant Group to you.

'Price' – The Price for the Product and Services as recorded on the Invoice provided to you.

'Product' – The specific product(s) described on the Invoice.

'Purchase' – The completed order once your payment has been received and cleared at our bank account.

'Storage Facility' – Refers to the HM Revenue & Customs regulated Storage Facility in the UK, which Marchant Group Ltd uses to store the Product under bond on your behalf. Different products may have different facilities.

'Marchant Group' – Marchant Group Limited, registered office: Eagle Tower, Montpellier Drive, Cheltenham, GL50 1TA. Registered in England No. 11051314.

'Marchant Group Administration Fee' – Is the sum charged for the provision of the Services, see section 2 of these Terms for detail.

'We', 'us', 'ours', 'MG' – Refers to Marchant Group.

## **ORDER**

1.1 By instructing and agreeing to the Purchase and sending payment to us, you are accepting our offer to supply you with the Product and Services. The Contract is in compliance with these Terms, conditional upon our written confirmation of the order which will be by the provision of an Invoice to you and the completion of the Cooling off Period.

1.2 Your first purchase will require a deposit payment of 10% of the value of the Invoice in part settlement of the MG Administration Fee. The deposit is refundable if the order is cancelled within the Cooling off Period. Beyond this date Marchant Group reserves the right to retain the deposit as a restocking fee.

1.3 You may cancel the order within the Cooling off Period. In the event that you cancel the order after the 14-day period, you may be liable for a restocking charge of up to 10% of the outstanding amount. The restocking charge may be levied at Marchant Groups discretion and where due must be paid within 7 days of cancellation.

1.4 We have the right to cancel the order at any point prior to receipt of your cleared funds in our bank account if necessary. You will be advised of this requirement to cancel the order, the Contract will be

cancelled and you will be offered alternative Products with no commitment to transact.

## **ADMINISTRATION FEE**

2.1 The Administration Fee is settlement for the provision of Marchant Groups Products and Services for the Initial Term of 3 years. The Marchant Group Products and Services includes information about and sourcing of fine arts, fine wines, classic car investments, time pieces and jewellery, property development and information on wealth management, the services of a dedicated portfolio manager to assist you in creating a collection of assets to suit your investment goals, the provision of investor news and reports, bonded storage and an annual valuation for your investments purchased through Marchant Group throughout the Initial Term.

2.1 The Administration Fee is applicable on all purchases of any product supplied by Marchant Group and is payable on Purchase.

2.2 If the Product remains in the Marchant Group arranged Storage Facility for longer than the Initial Term, then a nominal charge will be invoiced to cover the ongoing Services cost, If the invoice is not settled within the settlement period then Marchant Group will have the right to hold the product until charges are fully paid, and or, take back ownership of such product and resell to cover any costs incurred.

2.3 VAT will be charged on the Administration Fee and any extended arrangements beyond the Initial Term in accordance with English Law.

## **PAYMENT**

3.1 All prices quoted are in GBP, unless otherwise stated and agreed. The prices for fine wine quoted are exclusive of UK VAT and Duty on the wine, these will become payable at such time that you instruct the wine's removal from bonded storage, should you choose to do so. VAT is applicable to the Marchant Group Administration Fee and will be charged accordingly. VAT is charged at 20% on all other products.

3.2 Payment for the Product is due 7 days from the day of receipt of Invoice.

3.3 Payment may be made by bank transfer, UK cheque or certain debit and credit cards.

3.4 If Payment has been made and the Client subsequently cancels the order within the Cooling-off Period, full reimbursement will be made

by Marchant Group at the end of the 14 days after the day on which the Client notifies Marchant Group of the cancellation of the Contract.

## **FAILURE TO PAY**

4.1 In the unlikely event that payment is not made for the Product at the end of the payment term (see point 3.2 above) Marchant Group will remind the Client of the payment requirement. Should this then not be settled we will have the right to retain the deposit and cancel the order in accordance with these Terms and Conditions.

## **DELIVERY**

5.1 We will arrange delivery of the Product to a Storage Facility or arrange delivery to you the Client.

5.2 Marchant Group will pay freight, carriage and other costs of delivery from the supplier to the Storage Facility. The costs of carriage, insurance will be paid by the Client for any product being delivered to sent to any other delivery address that is not with our storage facility.

5.5

1. With en primeur wines, you will be notified of the anticipated Delivery Date into bond. Prior to this a Certificate of Allocation will be sent to you once payment has cleared. Once the Product is shipped into the Storage Facility you will receive a notification of delivery.

2. Fine Arts will normally be stored in our storage facility. If the client instructs otherwise we take no responsibility once the piece leaves Marchant Group. Delivery will be tracked and insured for the client's piece of mind.

3. Any timepiece purchased through Marchant Group will be sent to the client, Marchant Group will pay for the postage and insurance. Once delivered, Marchant Group takes no responsibility of the product.

## **STORAGE & REMOVAL IN BOND**

6.1 Marchant Group Services includes the arrangement of the storage of your Product(s) on your behalf at the designated Storage Facility for a limited time only.

## **TITLE & DOCUMENTATION**

7.1 Ownership of the Product will pass to you immediately following our receipt of cleared funds for the full payment of the Product and Services as set out within the Contract between you and us. We shall retain title to the Product until payment in full has been received into our bank account.

## **SALE OF THE PRODUCT**

8.1 You may sell your Product at any time, although we would caution that Marchant Group products are generally a medium to long-term investment and generally should be held for a minimum of 3 – 5 years to see the best returns.

8.2 We can assist you with the sale of your Product on receipt of written instruction from you that you wish to do so and will use best endeavours to achieve the best price obtainable in the market at that time. Prior to sale we will agree a minimum sale price you would accept.

8.3 Marchant Group Limited cannot guarantee to sell any product you purchase. We do not offer exit strategies for any product and treat every sale as final.

## **LIABILITY & WARRANTY**

10.1 The nature of the Product and the fact that we are not involved in its production means that 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.

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

10.2 We do warrant that:

(a) We will engage only suitably qualified and reputable third parties to provide the Storage Facility, and

(b) We will ensure that 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.

10.3 We accept no responsibility once goods are delivered.

10.4 Our total aggregate liability to you for a 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.

10.5 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.

## **AGE RESTRICTION**

11.1 Marchant Group will not sell or deliver alcohol to anyone who is, or appears to be, under the age of 18. By placing an order with us you confirm that you are at least 18 years of age.

11.2 Marchant Group will not sell any Motor Vehicle to anyone who is under the age of 17. By placing an order with us you confirm that you are at least 17 years of age.

## **CRIME PREVENTION**

12.1 For the purposes of the prevention or detection of offences, and/or the apprehension or prosecution of offenders, we may share information that we collect with the Police, other public or private sector agencies or representative bodies in accordance with the relevant legislation.

## **DATA PROTECTION**

13.1 All data collected by Marchant Group is collected lawfully and maintained in accordance with the Data Protection Act 1998.

13.2 We will not pass your details to a third party without your permission, other than when necessary during the fulfilment of our Services if appropriate.

13.3 Marchant Group may, from time to time, send information including industry news and events and exclusive deals by email. You can register to receive these at [www.marchantgroup.co.uk](http://www.marchantgroup.co.uk) or by providing your email address details to a representative.

## **FORCE MAJEURE**

14.1 We will not be liable for any delay in delivering your wine if that delay or failure is caused by circumstances out of our control such as war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, fire, flood, weather or Act of God, failure of ISP or telecommunications provider in connection with the terms of our Contract.

## **GENERAL**

15.1 Description/Quality – We undertake the proper safekeeping and Storage of our products in our possession and will act in good faith when purchasing products but we will not be responsible for the state and condition of any product or whether the product corresponds to the qualities which might be expected from its description.

15.2 Marchant Group may make amendments to these Terms and Conditions from time to time for legal, regulatory or security reasons and will not use this right to vary the Terms of any special offer that applies to you.

## **CONTACT**

Marchant Group Limited

Registered address: Eagle Tower, Montpellier Drive, Cheltenham, GL50 1TA`

Email: [info@marchantgroup.co.uk](mailto:info@marchantgroup.co.uk)

Telephone: 020 3489 4836

Registered in England, Co. No. 11051314

VAT registration number: 288743252

## **MERCHANT GROUP DISCLAIMER**

Marchant Group is not regulated by the Financial Conduct Authority ('FCA') and as such is not permitted to offer financial advice about investment, regulated or unregulated.

Investors are also strongly encouraged to carry out their own due diligence before committing to any investment. Individuals should carry out their own checks by inspection and by an appointed financial professional or otherwise.

You should be aware that the value of any investment can go down as well as up, and no guarantees as to future performance or capital growth are given expressly or by implication. Investors should make themselves fully aware of the risks of market fluctuations in foreign currency rates and their own personal tax and tax relief circumstances.

No offers are in any way invitations to participate in a collective investment scheme as defined in the Financial Services and Markets Act 2000 (section 235) and as such buyers have no access to statutory or regulatory protections including the Financial Ombudsman Service and the Financial Services Compensation Scheme ('FSCS').

Valid from the 17<sup>th</sup> January 2018.

Marchant Group Limited

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