



## HIP CELLAR LIMITED – TERMS AND CONDITIONS

In these conditions, the following expressions shall have the following meanings:

### 1. Definitions

1.1 “**Company**” means Hip Cellar Limited and its agents.

1.2 “**Customer**” means the person contracting with the Company to provide the services, whether or not he/she is the owner of the Wine or merely has possession of them.

### 2. Appointment

2.1 The Customer hereby appoints the Company to provide wine storage services (“the Services”) at 5th Floor, Block C, Sea View Estate, 2-8 Watson Road, North Point, Hong Kong (“the Premises”).

### 3. Storage

3.1 The Company shall provide to the Customer the cellar with the capacity set out in the Registration Form for the Term commencing from the date set out on the Registration Form for the storage of wine.

3.2 The Customer shall arrange transportation of wines to and from the Premises on his/her own behalf. In the event the Customer requests the Company’s assistance in arranging the transportation, the Customer undertakes to bear all costs in relation to the entire logistics process. The Company shall not be liable for any loss or damage suffered by the Customer in relation thereto, and the Customer shall arrange his/her own insurance coverage for such loss and damage.

3.3 The Company shall not be liable for any loss or damage suffered by the Customer or by his/her authorized persons for whatever reasons in relation to the storage of wines in the Premises and to the access of the Customer or his/her authorized persons to the Premises, and the Customer shall arrange his/her own insurance coverage for such loss and damage.

3.4 The Customer shall not make any alteration to the Cellar and shall report any damage to the Cellar to the Company as soon as possible.

### 4. Authorized Persons

4.1 The Customer is allowed a maximum number of two (2) authorized persons, as stated on the Registration Form, to access his/her cellar on his/her behalf.

### 5. Storage Fee

5.1 Storage Fees are either prepaid in advance for the Term commencing from the date set out on the Registration Form at the commencement of the storage plan, or charged monthly against the Customer’s credit card on the 15th of each month. For the latter, the Company will obtain prior express, written, and signed authorization from the Customer.

5.2 The rental prices of Hip Cellar may be updated from time to time. No additional or separate communications will be made in relation to such revisions beyond any notice required under these Terms and Conditions. Customers who wish to lock in a price for a fixed period are recommended to choose prepayment rather than monthly payment.



## **6. Collection**

6.1 The Company will only act on instructions from the Customer to receive wine deliveries on behalf of the Customer per advance written notice no shorter than two (2) business days.

6.2 The Company will only accept wines on behalf of the Customer if such wines are under the Customer's name and accompanied by valid, appropriate documentation, including a printed copy of the detailed packing list.

6.3 The Company will not open the Customer's wines and will not verify the contents of the delivery. The Company will rely solely on the Customer's packing list as an accurate description of the contents, and the Customer warrants that he/she shall provide accurate and truthful information for this purpose.

6.4 The Company will not be liable to the Customer or any other party for any losses arising out of or in connection with any discrepancy between the contents of the wine and the items described on the packing list, or any other discrepancy as to the contents.

6.5 The Customer is responsible for ensuring the wine is packaged in sealed cases in a suitable manner, and the Company accepts no liability in respect of any damage arising from the packing or sealing of the wine and cases.

6.6 All wine collected on behalf of the Customer per instruction will be placed temporarily in the Transit Cellar ("Transit") for the Customer's collection to move into his/her own cellar.

6.7 Wine stored in the Transit without moving to the Customer's cellar longer than the designated free temporary period will be charged on a per-case, per-day basis according to the Company's price chart.

## **7. Termination**

7.1 Storage plans will run on an automatic-renewal basis. If the wines are not retrieved before the plan expires, without prior notice from the Company, the existing storage plan will be automatically renewed based on the Company's newest price schedule. Any notice of cancellation or variation of existing storage plans is to be given to the Company by way of written notice of not less than thirty (30) days prior to the last day of the Term.

7.2 The Company is entitled to terminate this Agreement immediately and shall not be obligated to refund any Storage Fee if:

7.2.1 the Customer fails to pay any monies due to the Company for more than seven (7) days after the payment due date or fails to observe or perform any other term or condition of this Agreement; or

7.2.2 a winding-up or bankruptcy petition has been filed or a receiving order has been made against the Customer; or

7.2.3 the Company is no longer able to provide the Services resulting from an event beyond the control of the Company.



## **8. No Refund Policy**

8.1 The Company maintains a “no refund/credit policy” unless the Company fails to provide the services or goods ordered by the Customer.

## **9. Overdue Interest**

9.1 All charges are due upon presentation of the relevant invoices to the Customer, and if the Customer fails to pay any sum payable within thirty (30) days when it falls due, the Company shall be entitled to charge interest at two percent (2%) per month for any monies due by the Customer from the payment due date to the actual payment date.

## **10. Lien**

10.1 The Company expressly reserves a lien over the wines of the Customer for any monies due by the Customer to the Company. In the event any monies are due for more than seven (7) days, the Company is entitled to sell or otherwise dispose of the wines of the Customer and apply the sale proceeds (if any) to settle all monies due to the Company.

10.2 The Customer shall settle all monies due to the Company prior to the removal of all his/her wine in the Cellar.

## **11. Limited Liability**

11.1 The Company makes no admission or acknowledgement as to the nature and value of wines stored by the Customer in the Premises.

11.2 The Customer shall not store any item which is or may be unlawful or illegal. The Company may, without notice or liability to the Customer, surrender the wine to any governmental authorities upon request or demand, or to any other party pursuant to any court order.

11.3 Except to the extent that any loss or damage to the Customer is incurred due to or arising from the willful default of the Company, its employees, or agents, the Company shall not in any circumstances be liable and otherwise responsible for any direct, indirect, or consequential loss or damage to the Customer or any third party for:

11.3.1 any loss, damage, deterioration, misplacement, destruction, late delivery, non-delivery, or unavailability of or to the wine deposited and stored with the Company by its Customers or authorized persons howsoever caused; or

11.3.2 any breach of any confidentiality, although the Company will use all reasonable endeavours to maintain adequate security; or

11.3.3 arising from or as a result of events including but not limited to: labour unrest, riots, acts of war or terrorism, any government actions or interventions, acts of God, or other causes beyond its reasonable control.

11.4 The Customer shall fully indemnify the Company against all actions, proceedings, claims, demands, loss, and damage arising out of the Customer's breach of this Agreement, the wines of the Customer, and the conduct of the Customer and his/her authorized persons in the Premises.



## **12. Data Privacy Policy**

12.1 From time to time, the Company collects Customer data which will be used in connection with the provision of Services to the Customer. The Customer agrees that these data may be used by the Company and its associated companies for business administration and marketing purposes. For full details and the most updated version of our data privacy policy, please refer to our website.

## **13. General**

13.1 All other entitlements, privileges, and benefits provided or to be provided by the Company to the Customer are on a discretionary basis, and the Customer shall not have any claim against the Company in relation thereto.

13.2 The Customer shall comply with the House Rules, Lounge Regulations & Charges made or revised by the Company from time to time in relation to the use of the Cellar and the Premises.

13.3 The Customer shall not assign or transfer this Agreement to any third party without the written consent of the Company.

13.4 The Company reserves the right of final decision in any case of dispute.

13.5 The Terms and Conditions of this Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

## **14. Acknowledgement and Acceptance**

14.1 By signing below, the Customer confirms that he/she has read, understood, and accepted these Terms and Conditions in full.

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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