



BERRY BROS & RUDD
3, ST. JAMES'S STREET, LONDON

WINE & SPIRIT MERCHANTS

Your Right to Cancel - information

Eligibility

The following applies if:

- You are an individual and purchase product from BB&R as a consumer (other than for business purposes) and
- you are based in the UK or another EU member state and you purchase from our UK office, and
- You purchase product other than face to face at one of our shops (for example online, by telephone, through our BBX service, or other remote means)

The following does not apply to:

- Purchases through our En Primeur sales service or our VINIV service.
- Where we merely act as a broker to introduce you to another of our clients and where the two of you agree to a sale and purchase of wines between you.

In such cases you do not have a right to cancel your purchase.

If you are Eligible

then you have a statutory right to cancel your purchase with BB&R within 14 days without giving any reason. The cancellation period will expire after 14 days

- In the case of In Bond purchases, or where you wish for the wine to be kept by BB&R in our warehouse as part of your private reserve, from the Date you receive our confirmation of your purchase; or
- In the case of non Bonded purchases and where the wines will be delivered to you, from the date the Wine is delivered to you or your nominated address.

Such right is in addition to any cancellation right set out in our terms and conditions.

Details of us

Your purchases from us is between you and BB&R Limited, trading as Berry Bros & Rudd or BB&R, of 3 St James's Street, London, SW1A 1EG. Registered company 05492886. Contact us on 0800 280 2440 or e-mail to bbr@bbr.com or post to the above address.

The details of your purchase and the price payable including, where applicable, payment terms, any delivery charges, ongoing services charges, date of delivery will



be set out in your order (by reference to our standard charges where applicable) and in the order confirmation form we will send to you following acceptance of your order.

To exercise your right to cancel

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. You should send your cancellation notice to BB&R at the address or email mentioned above marked for the attention of "Customer service department- notice of cancellation".

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the 14 day cancellation period has expired.

Effects of cancellation

If you cancel your purchase, we will reimburse to you all payments received from you, including, where relevant, the costs of delivery of any goods to you (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

Please note you will be responsible for the costs of the safe return of the products to us, if you ask us to arrange the return such costs will be deducted from your reimbursement.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services immediately or during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

(Please see below for model cancellation form)



Model Cancellation form

To BB&R Customer Services department

Berry Bros & Rudd

3 St James's Street,

London, SW1A 1EG.

Or by email to bbr@bbr.com

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of,

Please insert brief details

Entered into on _____ *Please insert date,*

Name of Customer(s) _____ *please print name*

Address of Customer(s),

Signature of consumer(s) (*only if this form is notified on paper*),

Date _____

[*] Delete as appropriate.
