

## **1. DEFINITIONS:**

Administrator, We, Us or The Wine Butler Limited of 28 Jewry Street, Winchester, SO23 8RY who have responsibility for providing this Service Agreement.

You, Your, Agreement Holder: The party set out on our service agreement.

Service Period: The period of Agreement as defined in Policy Document.

Service Benefits Benefits: Benefits that the Agreement Holder receives in respect of their Service Agreement.

## **2. WHAT IS PROVIDED**

With this Wine Butler Limited subscription you will receive 3 or 6 bottles of wine depending on your subscription, once a month within 14 days of making payment.

## **3. RENEWING YOUR AGREEMENT**

Your service is an ongoing monthly subscription. So there is no need to renew the service.

## **4. CANCELLING YOUR AGREEMENT**

Under the consumer contracts regulation you can cancel this service within 14 days of setting up the service. You will be entitled to a full refund if you cancel your service agreement within this time.

Your Service with The Wine Butler Limited will continue month-to-month unless and until you cancel your service or we terminate it. You must cancel your service 7 days before it renews each month in order to avoid billing of the next month's service fees to your Payment Method

If you are not happy with your first delivery you can return goods and

we will refund you within 14 days of receiving the returned goods.

## **5. BILLING**

**i. Recurring Billing.** By starting your Wine Butler service and providing or designating a Payment Method, you authorize us to charge you a monthly service Fee

**ii. Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Wine Butler service or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

**iii. No Refunds.** Payments other than first payment are nonrefundable and there are no refunds or credits for partially used periods with the exemption of your first payment for The Wine Butler Limited Service. Your Initial payment is refundable for 14 days from the date of transaction. Following any cancellation, however, you will continue to have access to the service through the end of your current billing

period.

**iv. Payment Methods.** You may edit your Payment Method information by calling us. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

## **6. DELIVERY POLICY**

Delivery will occur once a month. You will receive your first case within 7 days of your initial payment being received. Thereafter, delivery will be within 14 days of your next billing date. Our courier company is Parcelforce Worldwide.

## **7. DATA PROTECTION**

We are committed to complying with the Data Protection Act 1998. We will not provide Your data to any third party without Your prior consent although We may supply it to any sub-contractor or agent We may use in the performance of this Agreement. The information You provide Us will be used to fulfil Your orders, for account management, payment or marketing purposes. Under the Data Protection Act 1998 You have a right to ask for a copy of the information held about You and how it is being used at any time and to have that information corrected if it is inaccurate if You want to request or correct this information please write to the: Compliance Manager, Sat Assist, Third Floor, 24 Westover Road, Bournemouth BH1 2BZ. Your telephone calls may be recorded to improve the quality of service provided.

## **8. GOVERNING LAW**

This Policy Agreement is governed by the laws of England, Scotland and Wales and the jurisdiction of the appropriate court will apply.

## **9. COMPLAINTS PROCEDURE**

If You wish to register a complaint please write to the Customer Service Manager at: The Wine Butler Limited, 28 Jewry Street, Winchester, SO23 8RY. Please include Your Policy Agreement number. We will endeavor to resolve your complaint within 5 working days of receipt. This complaints procedure does not affect any legal right you may have.