

My terms of sale

1. Terms

- 1.1 **What these terms cover.** These are the terms and conditions on which I supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to me. These terms tell you who I am, how I will provide products to you, how you and I may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **This contract governs the relationship between me and you, the customer.**
- 1.4 **The contract will be concluded in English.**
- 1.5 **Governing law.** These terms shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

2. Information about us and how to contact us

- 2.1 **How to contact me.** You can contact me by email at customersupport@beyourlabel.com. Please note my customer service team is provided by a third party; you will need your order number for them to help you.
- 2.2 **How I may contact you.** If I or my customer service team need to contact you I or they will do so by telephone or by writing to you at the email address or postal address you provided to me in your order.
- 2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Privacy Policy

- 3.1 **Privacy Policy.** My Privacy Policy sets out how your information will be used. Please inform my customer service team if any of your details change.
- 3.2 **How we will use your personal information.** I will only use your personal information as set out in my Privacy Policy.

4. My contract with you

- 4.1 **How I will accept your order.** My acceptance of your order will take place when the goods are despatched, at which point a contract will come into existence between you and me.

Any confirmation email you receive in respect of your order is strictly an acknowledgement of your order.

- 4.2 **If I cannot accept your order.** Occasionally, you may receive a confirmation email and your order will not be accepted and/or cannot be processed. This might be because the product is out of stock, because of unexpected limits on my or my suppliers' resources which we could not reasonably plan for or because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. If this is the case, my customer service team will contact you.
- 4.3 **Your order number.** An order number will be assigned to each item of your order, which will be notified of you. Please retain it as it will help the customer service team if you can quote it when contacting them about your order.
- 4.4 **Countries I sell to.** My page is solely for the promotion of my products to territories accepted on my website. Unfortunately, I do not accept orders from addresses outside these territories. Some of my suppliers will only deliver to certain countries, should you order goods to be delivered to an address in a country that is not a country to which the supplier delivers, I will decline sell you the relevant goods.

5. **My products**

- 5.1 **Products may vary slightly from their pictures.** The images of the products on my page are for illustrative purposes only. Although I take all reasonable care to ensure the colours are displayed accurately, I cannot guarantee that an item's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Products will be made to the usual tolerances.
- 5.2 **You are responsible for giving me your correct size.** If you fail to give me the correct size, I may terminate the contract.
- 5.3 **Product packaging may vary.** The packaging of the product may vary from that shown in images on my website.

6. **My rights to make changes**

- 6.1 **Minor changes to the products.** The product may be altered:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 **More significant changes to the products and these terms.** In addition, I may make more significant changes to these terms or the product, but if done so you will be notified.

You may then contact my customer service team to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.3 **Updates to digital content.** You may be required to update your digital content from time to time to reflect any changes to your information provided to us.

7. Providing the products

7.1 **Discount codes and global discounts.** From time to time, I may offer a global discount via a discount code or some other promotion. Such discounts apply to the goods value of the relevant order only and will not apply to delivery costs. From time to time I may offer a discount on shipping when otherwise shipping would be chargeable but I am not bound to do so. All discounts may be subject to specific conditions.

7.2 **Delivery costs.** The cost of delivery will be as displayed to you on my website.

7.3 **When the products will be provided.** During the order process, you will be notified of an estimated delivery date. Products ordered together may be delivered separately.

7.4 **I am not responsible for delays outside my control.** If the supply of the products is delayed by an event outside my control, then my customer service team will contact you as soon as possible to let you know. Measures will be taken to minimise the effect of the delay. I will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact my customer service team to end the contract and receive a refund for any products you have paid for but not received.

7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the carrier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.6 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot I may end the contract and clause 10.1 will apply.

7.7 **When you become responsible for the good(s).** Goods will be your responsibility from the time we deliver them to the address you gave me via my website.

7.8 **When you own the good(s).** You will own the goods once the date for return has passed, **but** the goods are at your risk immediately on delivery.

7.9 **What will happen if you do not give the required information to us.** Certain information may be needed from you so that I can supply the products to you. If so, this will have been stated in the description of the products on my website. My customer service

team will try and contact you to ask for this information. If you do not give the customer service team this information within a reasonable time of being asked for it, or if you give any incomplete or incorrect information, I may end the contract and clause 10.1 will apply. I will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving me or my customer service team the information we need within a reasonable time of us asking for it.

7.10 **Reasons the supply of products may be suspended.** The supply of a product may have to be suspended:

- (a) to deal with technical problems or make minor technical changes;
- (b) to update the product to reflect changes in relevant laws and regulatory requirements;
- (c) to make changes to the product for other reasons;
- (d) if the manufacturer runs out of stock due to high demand.

7.11 **Your rights if the delivery of the goods you selected will be delayed.** From time to time, a manufacturer may suspend a product from its catalogue. This may happen for a number of reasons, for example; running out of stock. If the delivery of your goods is suspended so that delivery is not possible within a reasonable time, my customer care team will try to contact you. If delivery of your goods does not take place within 28 days of your order, you may contact my customer service team to end the contract for the goods and you will be refunded any sums you have paid in advance for them.

7.12 **What happens if you do not pay.** If you recall the payment you made when completing your order or do not pay for the product(s) when you are supposed I can terminate the contract per clause 10.1.

8. Your rights to end the contract

8.1 **You can always end your contract with me.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how I am performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 9.
- (b) **If you want to end the contract because of something I have done or have told you we are going to do, see clause 8.2;**
- (c) **If you have just changed your mind about the product, see clause 9.**

8.2 **Ending the contract because of something I have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and I will refund you in full for any products which have not been provided.

The reasons are:

- (a) you have been informed about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) you have been informed about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that the supply of the products may be significantly delayed because of events outside my control;
- (d) the supply of products has been suspended or will be suspended for technical reasons, and in each case, the period of suspension is likely to mean it cannot be delivered within 28 days of your order; or
- (e) you have a legal right to end the contract because of something I have done wrong.

9. Returns

9.1 Returns are only accepted pursuant to my returns policy as published on my website (as amended from time to time). The aforesaid policy forms part of these terms.

10. My rights to end the contract

10.1 **I may end the contract if you break it.** I may end the contract for a product at any time by writing to you if:

- (a) the payment you made with the order is not honoured or is recalled;
- (b) you do not, within a reasonable time of being asked for it, provide my customer service team with information that is necessary for me to provide the products;
- (c) you do not, within a reasonable time, accept or allow delivery of the product;

10.2 **You must compensate me if you break the contract.** If I end the contract in the situations set out in clause 10.1, I will refund any money you have paid in advance for products I have not provided but I may deduct or charge you reasonable compensation for the net costs I or my customer service team incur as a result of your breaking the contract.

10.3 **The product may be withdrawn.** My customer service team may write to you to let you know that that I cannot supply a product and I will refund any sums you have paid in advance for products which will not be provided. A refund of your payments is the total compensation that will be paid in respect of non-supply.

11. Other important terms

- 11.1 **My rights.** My rights may be exercised on my behalf by a third party acting for me.
- 11.2 **I may assign my rights to someone else.** I may assign my rights under these terms to another person or organisation. My customer service team will tell you in writing if this happens and I will ensure that the transfer will not affect your rights under the contract.
- 11.3 **You need my consent to transfer your rights to someone else (except that you can always transfer my guarantee).** You may only transfer your rights under these terms to another person if I agree to this in writing. However, if you are a consumer you may transfer any guarantee pertaining to the goods to a person who has acquired the product. I may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 11.4 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and myself. No other person shall have any rights to enforce any of its terms.
- 11.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 **Even if I delay in enforcing this contract, I can still enforce it later.** If I do not insist immediately that you do anything you are required to do under these terms, or if I delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent me taking steps against you at a later date.
- 11.7 Purchases made by you are subject to my terms and conditions as published on my website at the time of your purchase. I may unilaterally vary my terms and conditions and such modified terms and conditions will apply to all purchases made after the modified or varied terms and conditions are made available on my website. In purchasing products from my website you agree to be bound by the terms as they appear on my website at the time of purchase.
- 11.8 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement
- 11.9 If any provision or part-provision of these terms and conditions is deemed deleted under clause 11.8 we agree that we shall negotiate in good faith to agree a replacement provision

that, to the greatest extent possible, achieves the intended commercial result of the original provision.