

Terms and Conditions

Janice Rose Lingerie

March 2021

These are the Terms and Conditions of Janice Rose Lingerie (JRL).

1. General

- a. 'Client' is any person, business or organisation which has contacted JRL requesting information, or who has entered a Contract with JRL for the purchase of bras, socks, tights and stockings, pants, nightwear, facemasks, gift vouchers, and similar items. (the Lingerie).
- b. 'Contract' – The legal agreement between JRL and the Client for the provision of Lingerie.
- c. 'The Website'- <https://www.janiceroselingerie.co.uk>.
- d. 'The Charge'- The sum payable for the purchase of the Lingerie as agreed with the Client and any additional sums agreed between the parties.
- e. 'Payment' – can be by BACS, PayPal, debit, and credit cards.
- f. 'Days'- All the days in a week excluding weekends and Bank Holidays.
- g. These Terms and Conditions and the Contract will represent the whole of the terms between JRL and the Client. Any changes to these must be agreed in writing by JRL.

2. The Lingerie

- a. The supply of the Lingerie may be from the premises of JRL currently at 4 Old Great North Road, Sutton on Trent NG23 6QS (the Shop) or online through the Website or ordered over the telephone.
- b. The descriptions of the Lingerie by JRL will be as accurate as possible and provided in good faith.
- c. The Client must satisfy themselves that the Lingerie as described meet their requirements before placing an order to purchase. JRL is always willing to answer any questions or queries.
- d. If the Client has any particular requirements that are essential to them, they must contact JRL to discuss the matter before entering an order to ensure this is acceptable to JRL.

3. The Procedure for placing an order.

- a. If made through the Website by a private individual the Contract for the order is made when the Client has made the Payment as required.
- b. If the order is placed directly with JRL by a private individual over the telephone or face to face at the Shop, an Invoice will be raised, and the Contract is made when the Payment is received or as agreed in writing by JRL.
- c. Contracts are made with another business when an Invoice is raised and once made cannot be cancelled. Any amendment to the Contract must be agreed by JRL in writing.
- d. JRL can terminate any Contract immediately should the Client commit a material breach of the Contract or these Terms and Conditions.

- e. The Client will have the opportunity to read these Terms and Conditions and any questions answered before placing an order and entering a Contract and so the Client is accepting these Terms and Conditions by entering the Contract.

4. Cooling Off Period

- a. When products are ordered online or over the telephone by a person not acting in the course of a business, they will have the right to cancel the order up until 14 days after receipt of the same. They must communicate their wish to cancel to JRL in writing immediately.
- b. The cooling off period does not apply to Lingerie purchased at a distance by telephone or text but not online if the Lingerie does not have a value of at least £42 or such sum as the law states.
- c. The Client then has 14 days following cancellation to return the Lingerie to JRL in a safe and appropriate manner at their own cost.
- d. Provided the Lingerie are returned unopened and undamaged in any way JRL will refund the cost of the Lingerie and the basic original delivery cost.
- e. The cooling off period will not apply if the Lingerie are opened, damaged in any way, or not stored correctly rendering them unsaleable.
- f. For hygiene reasons pants, stockings and tights cannot be returned unless faulty.
- g. The cost of any return is to be met by the Client. JRL will refund the cost of any basic original delivery charge.

5. The Charge

- a. The Charge payable will be as set out on the Website, on the current price list or as set out in an Invoice.
- b. The Charge must be paid as required on the Website where the Lingerie is ordered through the Website.
- c. If ordering over the telephone the Invoice, then raised should be paid by bank transfer or over the telephone by debit or credit card.
- d. In cases where an Invoice is raised, it must be paid before Lingerie is supplied.
- e. If an Invoice is not paid within 30 days of issue, then interest at 8% per annum above the current Bank of England base rate will be payable together with the current recovery fees.
- f. All invoices must be paid in full without set-off, deduction or counterclaim.

6. Advice on Sizing

- a. If requested by the Client advice will be given on the sizing of a bra.
- b. JRL will ask for the measurements of the person requiring the bra and photos of their current bra. They will provide a virtual fitting by eye.
- c. JRL would then advise on a style and size from their current stock.
- d. However virtual fitting is never as accurate as a fitting in person. The selection of style is a personal issue for the person to decide what fits and looks best for her, so they make the final decision.

7. Cancellation and Returns Policy

- a. Private individuals cannot cancel an order and return Lingerie once the cooling off period set out above has passed.
- b. Clients purchasing in the course of their business cannot cancel an order once the Contract is made.
- c. Lingerie purchased in the Shop can be returned within 30 days of purchase and a credit note will be issued. This is conditional upon production of the original receipt, the Lingerie being in perfect condition with the labels attached and in the original packaging. The decision of JRL as to if these conditions are met is final. This right of return does not apply to pants, stockings, and tights for hygiene reasons unless faulty.
- d. JRL reserves the right to cancel an order without liability if they are unable to supply the Lingerie ordered due to events beyond their control including illness. A refund will then be issued using the same method as the original payment was made.
- e. Lingerie sold in the Shop and labelled 'sold as seen' and 'non-refundable' cannot be returned to JRL. Any known defects will be brought to the Clients attention before purchase.
- f. Any specific terms of sale will be recorded on the Invoice supplied to the Client.

8. Gift Vouchers

- a. Gift Vouchers sold by JRL allow a Client to choose Lingerie both in the Shop and online.
- b. Gift Vouchers must be redeemed within six months of purchase unless specified otherwise.
- c. Gift Vouchers cannot be redeemed for cash.
- d. If Lingerie purchased using Gift Vouchers is returned in accordance with these Terms and Conditions the person will be issued with another Gift Voucher for the same value as the Lingerie.
- e. If a Client purchases Lingerie at a lower value than the Gift Voucher, then a new Gift Voucher will be issued for the balance.

9. Delivery

- a. Any delivery or performance dates specified in the Contract are approximate only and unless agreed in writing by JRL, time is not of the essence for delivery or performance.
- b. No delay shall entitle the Client to reject any delivery or services or any further instalment or part of the order.
- c. If the Client requires delivery by a certain date, then this must be communicated in writing to JRL before the Contract is entered. JRL is only bound by such date if they confirm acceptance of this in writing.
- d. If for any reason the Client is unable to accept delivery of the Lingerie when the Lingerie are due and ready for delivery, JRL may arrange storage of the Lingerie and the Client shall be liable to JRL for the reasonable costs (including insurance) of such storage.

10. Limitation of Liability

- a. Should JRL be prevented, hindered or delayed from performing their obligations under the Contract by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of

buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions)JRL shall be relieved from performing their obligations and will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.

- b. The Liability of JRL to the Client shall not exceed the Charge paid and any delivery charges.
- c. JRL is not liable for any indirect or consequential losses to the Client or any Third Party.
- d. The Contract is exclusive to the Client and no Third Party shall have any rights under that Contract.
- e. JRL has no liability for any loss of profits, goodwill, reputation, special or indirect losses or any other business losses.
- f. JRL does not exclude liability for death or personal injury caused by the negligence of JRL or their employees, agents or subcontractors or fraud or fraudulent misrepresentation.
- g. The Client is liable for any reasonable costs, liability, damages, loss, claims, or proceedings arising from loss or damage to any equipment including that of any Third Party caused by the Client, its agents, or employees.

11. Intellectual property

- a. All copyright, trademarks and all other intellectual property rights in all containers, logos, design, labels, any materials, or copy shall remain always vested in JRL. Any attempt to copy any Lingerie, materials, or reproduce, transmit, publish, display exploit, or create derivative products or items shall render the Client liable for damages.
- b. If the containers, logos, design, labels, copy, or materials used by JRL are used by a Third Party for any purpose, not in the Contract the Client will be liable to JRL for damages and any legal costs. They must take appropriate steps to ensure such use ceases immediately.

12. Children

- a. All children aged under 18 years must be accompanied to the fitting room by an adult.
- b. JRL reserves the right to ask for ID from anyone they believe to be under 18 years. If satisfactory ID cannot be provided the sale will not proceed further.
- c. If a girl apparently under 18 years comes into the Shop accompanied by an adult male JRL will ensure that there are two members of staff in the shop. If this is not possible the Client may be asked to return at a more convenient time.

13. Retention of Title

The legal and beneficial ownership of the Lingerie shall remain with JRL until payment in full has been received by JRL for these Lingerie, any other Lingerie supplied by JRL to the Client or any other monies due from the Client to JRL.

14. Data Protection

- a. All data supplied to JRL by the Client will be kept safely in accordance with the UK General Data Protection Regulations (GDPR) and general UK legislation as set out in their current Privacy Notice.

- b. The Client will similarly comply with all current data protection legislation when dealing with data regarding JRL.

15. Complaints

- a. The Client must raise any problem or complaint it has with the Lingerie immediately the issue arises, and JRL will seek to find a mutually acceptable solution.
- b. The Client must, in any event, raise any Complaint about the Lingerie within 14 days of the Invoice being raised by JRL or receipt of the Lingerie whichever is later.
- c. The complaint must be put in writing addressed to JRL who will take steps to consult with the Client and find a solution.

16. Severance

If any part of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

17. Waiver

The waiver by JRL of a breach, default, delay, or omission of any of these terms or the Contract by the Client will not be construed as a waiver of any preceding or subsequent breach of the same or other provisions.

18. Transfer

The Client may not transfer any of their rights under the Contract to any Third Party.

19. Law

These Terms and Conditions are governed by the laws of England and Wales.