

BRASECRET TERMS AND CONDITIONS

These terms and conditions outline the rules and regulations for the use of BraSecret's ecommerce website, accessible at <u>www.brasecret.co.uk</u>, and governs the sale of goods available on the website. The website is owned and operated by Magdalena Rosinska.

By accessing this site, you indicate that you have read and understood these terms and conditions and agree to comply with them at all times.

Throughout these terms and conditions, certain terms are used to refer to the client and our company. The client/user of the website is referred to by "You", "Your", and "Client". The company is referred to with the terms "We", "Us", "Our", and "The Company". The term "Website Owner" refers to the owner of the website, Magdalena Rosinska.

Intellectual Property

All content published and made available on our website is either the property of the site owner or has been licensed for use by the site owner as agreed with the original content owners. This includes, but is not limited to images, logos, documents, downloadable files, and anything that contributes to the design and composition of the website.

Sale of Goods

The following goods are available for sale on our e-commerce website:

- Lingerie
- Bras

These terms and conditions apply to all goods currently available on our website, including products that are labelled as being out of stock.

We have a legal obligation to supply goods that match the description of the good(s) that are ordered. All information, description, or images that we provide about our goods are as accurate as possible, however, the client should be aware that there may be minor differences between the received product and its graphical presentation on our website. These differences may be caused by factors such as lighting and viewing perspective. You agree to purchase goods from our website at your own risk, although you will have an opportunity to return the goods as outlined later in these terms and conditions.

We reserve the right to modify, reject or cancel your order if necessary. If we cancel your order and have already processed your payment, we will issue you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.



Third Party Goods and Services

Our website may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our website. Any descriptions and images of these goods and services are provided to us by the third-party owners.

Payments

We accept the following payments methods on our website:

- Credit Cards
- Direct Debit
- Apple Pay
- Google Pay

When you provide us with your payment information, you authorise our use of and access to the payment method you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to the selected payment method.

Shipping and Delivery.

When you purchase goods from our website, the goods will be delivered through one of two delivery methods described in the following table:

Delivery method	Cost (to be added to total)	Estimated delivery time**	Extra features	Courier
Standard delivery	£2.00*	3-7 business days	None.	Royal Mail
Signed delivery	£4.00	3-7 business days	Signature on delivery	Royal Mail

*Orders with a total price of £60 or over will be issued standard delivery at no extra cost.

**The estimated delivery time includes the period between the order being placed and the ordered product(s) being dispatched. Please note that the times in the above table are an estimation and not a guarantee.

You will have the opportunity to select the delivery method prior to payment. You will be required to pay delivery charges in addition to the price for the goods you purchase. Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and bank holidays. If you do not receive your order 14 days after placing your order and have received no correspondence from us explaining why your order may not have arrived, please get in touch with us (see the *Contact Details* section of these terms and conditions).

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. Delivery will be carried out by Royal Mail. Once the ordered goods have been



dispatched and are with Royal Mail, we are not liable for any damages or loss of goods or for the delivery of your goods to the wrong person as a result of you providing us with inaccurate or incomplete information.

The delivery address provided to us must be within the United Kingdom. We do ship to any other countries outside of the UK.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union, you have the right to cancel your order within 14 days. The cancellation period:

- Will end 14 days from when all goods are successfully delivered (as one complete order);
- Will end 14 days from when the last good is successfully delivered if you ordered multiple goods in an order that are delivered separately;
- Will end 14 days from when the first good is successfully delivered when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at <u>magda.brasecret@gmail.com</u> or use the "Returns Request Form" at <u>https://www.brasecret.co.uk/return</u>.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Custom or personalised goods;
- Goods that will deteriorate or expire rapidly;
- Alcoholic beverages where the prise has been agreed upon the time of purchase, delivery of them can only take place after 30 days, and their value is dependent on fluctuations in the market that we cannot control; and
- Newspapers, magazines, or periodicals, expect for subscriptions to such publications.

Effect of Cancellation

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel and receiving a reply from us with instructions on how to return the goods. The customer must wait for our email response to their return request before dispatching the goods back to us or purchasing any shipping services intended for returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your order with us, we will reimburse to you all payments received from you under this order, excluding the costs of delivery. Please note that we are permitted by law to reduce your



reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

We will pay for the shipping service required to transport the goods back to us (return postage). After receiving your return request, we will send you a postage label (via email) that should be printed and securely attached to the exterior of the mail packaging containing the product(s) that is to be returned. The customer is then required to arrange for the parcel to be dispatched using Royal Mail services.

If you do not possess a printer or will be unable to print the postage label that we would provide you with, you must inform us using the "Additional Comments" box on the "Returns Request" form. If you do this, we will agree on an alternative solution, such as requiring the customer to purchase a shipping service at a local post office. The amount paid by the customer for this postage would then be refunded by us after receiving the returned goods and an electronic photograph of the receipt of the postage cost.

We will issue the refund within 14 days of receiving the goods sent back by you or receiving proof that you have returned the goods. If no goods were supplied to you, then we will issue the refund within 14 days of the day after we were informed of your decision to cancel.

We will issue the refund using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the refund.

The right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Refunds

Refund requests must be made within 14 days after receipt of your goods.

We accept refund requests for goods sold on our website for any of the following reasons:

- Good is broken;
- Good does not match description;
- Good is the wrong size;
- Purchaser changed their mind; or
- Good does not meet the purchaser's expectations.

We will refund the cost of the goods and pay for the return postage. We will not refund the shipping fee that the customer paid when purchasing the goods.

Returns

Returns can be made by mail unless an alternative option is agreed between the client and company. Instructions and guidance on how goods should be return will be communicated to the client via email after the refund request is received and approved by the company.



Consumer Protection Law

Where the Sale of Goods Act 1979, the Consumer Rights Act 2015, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these terms and conditions will not limit your legal rights under that legislation. Therefore, any mandatory provisions of the legislation will apply in addition to these terms and conditions.

Links to Other Websites

Our website contains links to third-party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our website. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using them.

Limitation of Liability

Unless prohibited by law, by using this website you agree to indemnify and hold harmless Magdalena Rosinska and BraSecret, along with its employees, directors, agents, subsidiaries, and affiliates, from any legal actions, claims, losses, liabilities, damages, and expenses (including legal fees).

Applicable Law

These terms and conditions are governed by the laws of the Country of England.

In the event that any provision in these terms and conditions is found to be inconsistent or invalid under applicable laws, it will be deemed void and removed. As a result of the removal, none of the other provisions of these terms and conditions will be affected.

Changes

These terms and conditions may be corrected and amended occasionally to keep up with consistence with the law and mirror any progressions to the manner in which we operate our website and the manner in which we expect users to behave on our website. We will notify users of any such changes by posting a notice on our website.

Contact Details

Please contact us if you have any questions or concerns by using the Contact page on our website at <u>https://www.brasecret.co.uk/contact-us</u>, or by emailing us at Magda.BraSecret@gmail.com.