



## Siimplee Cosmetics Terms and conditions

Last updated: 11<sup>th</sup> October 2024

### 1. Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell the product/s to you. You may print a copy for future reference.
- 1.2 'Business Day' means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 14.
- 1.4 'Product/s' means the product/s listed on our website ('the Website') which we may supply.
- 1.5 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy at clause 10 and limitation of our liability and your indemnity at clause 12.
- 1.6 By ordering any of the product/s, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

### 2. About us

- 2.1 We, Siimplee Cosmetics Limited, own and operate this Website. We're a limited company registered in England and Wales under company number: 14797969. Our registered office is at Monomark House, 27 Old Gloucester Street, London, WC1N 3AX.
- 2.2 Our email address is [info@siimpleecosmetics.com](mailto:info@siimpleecosmetics.com).

### 3. Overseas orders

- 3.1 We may accept orders from individuals located outside the United Kingdom and ship overseas subject to you paying any additional shipping or postage costs.
- 3.2 We will inform you of any additional shipping or postage costs as you are placing the order on the order page. If you do not wish to pay these costs you may exit out of the order page.
- 3.3 Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.
- 3.4 If we agree to supply any product/s ordered from the Website for delivery outside the United Kingdom, they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including the cost of delivery. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

### 4. Eligibility to purchase from the Website

To be eligible to purchase the product/s and lawfully enter into and form a contract with us, you must be 18 years of age or over.

## 5. Price

- 5.1 The prices of the product/s are quoted on the order page.
- 5.2 Prices and any other charges quoted on the order page are based on delivery of the product/s in the United Kingdom unless otherwise specified.
- 5.3 Prices quoted do not include the costs of delivery of the product/s. The costs of delivery of the product/s will be shown separately on the order page and added to the amount payable by you.
- 5.4 Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered).

## 6. Payment

- 6.1 Payment can be made by any major prepay, credit or debit card.
- 6.2 By placing an order, you consent to payment being charged to your prepay/debit/credit card account as provided on the order form.
- 6.3 If you pay us by credit or debit card we will take payment beforehand from your card for the product/s then we dispatch the product/s to you.
- 6.4 We shall immediately contact you should any problems occur with the authorisation of your card and decline your purchase.

## 7. Order process and formation of a contract

- 7.1 Our Website, merely illustrate our product/s and the packaging of the product/s. Your computer may not accurately display the colours of the product/s. Although we aim to accurately depict our product/s and their packaging, there may be differences between the packaging and the colours of the product/s delivered to you and those shown on our Website.
- 7.2 All orders are subject to acceptance and availability. If we are unable to supply you with the product/s in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside Our Control or because we have identified a mistake in the description of the product/s or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.
- 7.3 If the product/s are temporarily unavailable, we will notify you by email of the date they are expected to be available. You will have the option either to wait until they are available or to cancel your order. If you cancel your order, we will refund any sums you have paid us.
- 7.4 Any order placed by you for the product/s constitutes an offer to purchase them from us.
- 7.5 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the product/s.
- 7.6 A 'Confirmation Notice' means an email which we send to you to confirm that we have dispatched the product/s. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 7.7 A contract between you and us for the supply of the product/s (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 7.8 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please note that we are unable to do this once sale is final. This is the consumers responsibility to ensure all details are correct before approving order.
- 7.9 We may make
  - 7.9.1 minor technical adjustments to the product/s to improve them or to comply with relevant laws and regulatory requirements,
  - 7.9.2 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
  - 7.9.3 changes to these Conditions as a result of changes in how we accept payment from you,
  - 7.9.4 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.

- 7.10 If we make any changes in accordance with clause 7.9 we will give you written notice of the changes before we supply the product/s. You can choose to cancel the order if the change would be significantly to your disadvantage.
- 7.11 Any variation to these Conditions which have been incorporated into the order or to the order other than those mentioned in clause 7.9 shall only be binding when agreed in writing and signed by you and us.

## 8. Delivery

- 8.1 The product/s will be delivered to you at the address you provided during the order process which may be an address other than the billing address.
- 8.2 Any dates quoted for delivery of the product/s are approximate only. If no date is specified then it will take place as soon as reasonably possible, but in any event within 30 days of the date of the Confirmation Notice, unless there is an Event Outside Our Control, in which case clause 14 shall apply.
- 8.3 You must examine the product/s within a reasonable time after arrival and let us know as soon as reasonably possible if they are faulty, damaged or not as described.
- 8.4 If no one is present at your delivery address to take delivery, the courier service will advise you of the couriers attempted delivery. You must then contact the courier service to make arrangements for them to deliver the product/s.
- 8.5 We may cancel the order with you,
- 8.5.1 If you have not been available to take delivery on the date the courier service agreed to deliver them, and they have not been able to re-arrange delivery or collection within 18 Business Days of the original delivery date.
- 8.6 For Christmas deliveries, we recommend that you check the Website for the last order date. We will endeavour to dispatch all product/s that are in stock within 24 hours. However, we cannot guarantee delivery by 24 December.

## 9. Risk and title

- 9.1 The product/s will be at your risk from the time of delivery.
- 9.2 Ownership of the product/s will be passed to you once we receive full payment of all sums due in respect of them including the cost of delivery.

## 10. Cancellation after Confirmation Notice

- 10.1.1 The 'Cancellation Period' means the period between the date we send you a Confirmation Notice and the date we begin processing your delivery.
- 10.1.2 Subject to clause 10.4, you may cancel the order at any time during the Cancellation Period by notifying us of your decision to cancel.
- 10.1.3 You may notify us of your decision to cancel by:
- 10.1.3.1 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the product/s and your order reference number by:
- 10.1.3.1.1 Email at [info@siimpleecosmetics.com](mailto:info@siimpleecosmetics.com)

## 10.2 Return of Goods

- 10.2.1 We do not accept returns unless the product/s are manufacturedly faulty upon arrival. You must take a picture of the fault and send to us by email for us to make the final reasonable decision. If possible, they must be sealed and untouched. You must then return the product/s to us without delay and at the latest within 14 days of notifying us of your faulty product/s.
- 10.2.2 If the value of the product/d is reduced as a result of your handling of them beyond what is necessary to determine the nature, characteristics or functioning of the product/s, we will be entitled to decline your return from you and keep any money which you have paid us.

## 10.3 Refunds on cancellation

- 10.3.1 So long as you are entitled to cancel and have complied with your obligations under clauses 10.1 and 10.2, we will refund you the balance of the price and any standard delivery costs you paid to us.
- 10.3.2 We will refund you the sum in clause 10.3.1 using the same method of payment used by you.

#### 10.4 **Exception to the right to cancel**

You will not have a right to cancel in the following situations:

- 10.4.1 The order is for product/s which are bespoke or have been personalised or which may deteriorate.
- 10.4.2 The order is for the supply of sealed products which are not suitable for return due to health protection or hygiene reasons and they have become unsealed after delivery. Unless stated otherwise such as clause 10.2.

### 11. **Complaints**

If you have a comment, concern or complaint about any product/s you have purchased from us, please contact us by email at [info@siimpleecosmetics.com](mailto:info@siimpleecosmetics.com) or by post at Monomark House, 27 Old Gloucester Street, London, WC1N 3AX.

### 12. **Liability and indemnity**

- 12.1 We have a duty to supply product/s to you that conform to the order including a duty to ensure that
  - 12.1.1 the product/s are as described on the order page
  - 12.1.2 the product/s correspond to any samples we have sent you
  - 12.1.3 the product/s are fit for any purpose we specifically told you they were required for, and are not faulty
- 12.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with. You can obtain advice about your legal rights from Citizens Advice if you need to.
- 12.3 We cannot exclude or limit our responsibility to you for:
  - 12.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
  - 12.3.2 Fraud or fraudulent misrepresentation
  - 12.3.3 A claim for a defective product/s against us
- 12.4 You are purchasing the product/s as a consumer. If you purchase the product/s for any business purpose including for re-sale, this is against our policy, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 12.5 We will not be responsible for any delay in delivering the product/s if
  - 12.5.1 we have asked you to provide specified information that is necessary for delivering the product/s and
  - 12.5.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.

### 13. **Our rights of termination**

We reserve the right to terminate the order by writing to you. If you fail to respond back to us and/or if the address given is not valid, we will terminate the order. This must be resolved within 3 working days of first written email.

### 14. **Events outside our control**

- 14.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').

- 14.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside Our Control.
- 14.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 14.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 14.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the product/s which we have been unable to deliver to you.

## 15. Use of personal data

- 15.1 We envisage that we will request personal information from you whilst you use our website. This information will only be requested and processed in accordance with our Siimplee Cosmetics Privacy Notice, which can be found at [www.siimpleecosmetics.com/siimpleecosmeticsprivacyandcookiesnotice](http://www.siimpleecosmetics.com/siimpleecosmeticsprivacyandcookiesnotice).
- 15.2 In brief, we will act fairly in connection with personal information requested from you, when we request information we will alert you to our Siimplee Cosmetics Privacy & Cookies Notice, and unless the information is necessary for a reason specified in the UK General Data Protection Regulation (UK GDPR) we will only process it with your consent. Before receiving your information we'll endeavour to provide the information required by the UK GDPR.

## 16. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the order has no right under any orders placed (Rights of Third Parties) Act 1999 to enforce any term of orders but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 17. Alternative Dispute Resolution

In the event of a dispute concerning these Conditions or orders, including their interpretation and their application to the circumstances giving rise to the dispute, you or we may refer the dispute to Alternative Dispute Resolution 'ADR'.

## 18. Other important terms

- 18.1 We reserve the right to change the domain address of this Website and any products, product prices, product specifications and availability at any time.
- 18.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 18.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the orders and the remainder of the provision in question will not be affected.
- 18.4 All orders are concluded in English only.
- 18.5 If we fail, at any time during the term of a order, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the order, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 18.6 A waiver by us of any default shall not constitute a waiver of any subsequent default.

## 19. Governing law

These Conditions and the order are governed by the laws of England and Wales. However, if you live outside England and Wales, you are always entitled to any compulsory consumer protections applicable in the country where you live.

## 20. Governing jurisdiction

You can bring legal proceedings in respect of the product/s in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the product/s in either the courts of Scotland or

England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the product/s in either the courts of Northern Ireland or England and Wales. If you live in the EU, you can bring legal proceedings in respect of the product/s in either the courts of your home country or England and Wales.