

IMPORTANT LEGAL NOTICE

BREEZYBOUTIQUE.CO.UK TERMS AND CONDITIONS OF SALE

These are the legal terms and conditions under which We supply the products ("Products") listed on our website www.breezyboutique.co.uk ("our site") to you. Please read these terms and conditions carefully before ordering any Products from our site.

Using our site indicates that you accept these terms and conditions together with our Privacy Policy [here](#) and Terms of Use [here](#), regardless of whether or not you choose to register with us. If you do not accept these terms and conditions, our Privacy Policy [here](#) or our Terms of Use [here](#), do not use our site.

1. INFORMATION ABOUT US

1. www.breezyboutique.co.uk is operated by Breezy Boutique Limited ("We"). We are a company registered in England and Wales under company number 10815611 and with our registered office at Hill Farm, Rye Hill Rd, Epping, Essex. CM16 6NQ. Our email address is info@breezyboutique.co.uk.

2. SERVICE AVAILABILITY

1. Some restrictions are placed on the extent to which We accept orders from specific countries. These restrictions can be found on our "Deliveries" section

3. YOUR STATUS

1. You may only purchase Products from us if:

- a) you are legally capable of entering into a binding contract with us (for example, in England and Wales you must be at least 18 years old);
- b) you are an authorised user of the credit or debit card used to pay for your order; and,
- c) are resident in a country that We deliver to (please see our "Deliveries" section for further information).

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

1. Once you have placed your order, you should receive an e-mail from us acknowledging that We have received your order (but please contact us if you do not receive this e-mail). Please note this does not mean that your order has been accepted. All orders are subject to availability and acceptance by us (which We may refuse for any reason).
2. After you submit your order, We immediately contact your bank or card issuer for authorisation to take payment from your account. We will not process your order until payment has been received in full. If We accept your order We will confirm this to you by sending you a further e-mail confirming the Product is being processed ready for dispatch at which point the contract between us ("Contract") will be formed.
3. As soon as you place your order, We start to process your order which means you will not be able to change it before delivery, but you may be able to return your Products under clause 8 of these terms and conditions or under our Returns Policy.
4. From time to time We may make minor changes to a Product to reflect changes in relevant laws and regulatory requirements.
5. These terms and conditions, and any Contract between us, are only in the English language. Please note that We may not necessarily keep a copy of your Contract. You should keep a copy of these terms and conditions and your order for future reference.

5. DELIVERY

1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then as soon as reasonably possible (depending on the delivery service you have selected). In any event, delivery will take place no more than 30 days after the day your Contract is entered into.
2. If no one is available at your address to take delivery and the Products cannot be posted through your letterbox or left in a safe place, after three failed attempts, We may end the Contract and clause 13 will apply.
3. Delivery of your order will be complete when We deliver the Products to the address you gave us and the Products will be your responsibility from that time.
4. You will own the Products once We have received payment in full.
5. The images of the Products on our site and in our other advertising materials are for illustrative purposes only. Your Products may vary slightly from those images. Although We have made every effort to display and print the colours of the Products accurately, We cannot guarantee that your computer's display of the pictures, or the pictures in our other advertising materials, accurately reflect the colours of the Products that will be delivered to you.

6. INTERNATIONAL DELIVERY

1. If you order Products from us for delivery to a destination outside the UK:

- a) your order may be subject to import duties and taxes which are applied when it reaches the delivery destination.

Please note that We have no control over these charges and We cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order. We will not be liable or responsible if you do not pay any such import duties or taxes; b) you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law; and c) if you return any Products to us from a destination outside the UK, please ensure that the return parcel is marked clearly with the wording "Return to supplier" or wording having similar effect.

7. PRICE AND PAYMENT

1. The price payable for the Products shall be as shown on our site in pounds sterling (GBP), although please see clauses 7.5 and 7.6 for what happens if We discover an error in the price of any Product you order. Prices advertised on our site include UK VAT at the relevant rate chargeable for the time being, but exclude delivery charges which are payable in addition and shown separately during the checkout process.
2. We can change the prices on our site at any time without notice, but changes will not affect orders which We have already accepted. However, if the rate of VAT changes after the date of your order, We will adjust the rate of VAT you pay unless you have already paid for the Products in full before the change in VAT takes effect.
3. We accept payment by debit card, credit card or Paypal. We accept the following cards: Visa, VISA Electron, Mastercard, Maestro.
4. You must pay for the Products (including all applicable delivery charges), and We will charge the card you have chosen to use to pay for your order once you reach the final billing page and submit your order. We immediately contact your bank or card issuer for authorisation to take payment from your account.
5. If We accept and process your order where there is a pricing error that is obvious and unmistakable and which could reasonably have been recognised by you as a mispricing, We may end the Contract, refund to you any sums you have paid under the Contract and require the return of any Products provided to you.
6. If you wish to apply a voucher code to your order, you must enter the relevant code during the online checkout process. Only one voucher code can be used per order and additional terms and conditions may apply in respect of each voucher code. We reserve the right to decline to accept any voucher code that is invalid for your order or that has expired.

8. YOUR RIGHT TO CANCEL THE CONTRACT (EEA CUSTOMERS ONLY)

1. If you are a consumer in the European Economic Area ("EEA"), you have a legal right to cancel a Contract if you change your mind until 14 days after you receive (or someone you nominate receives) the Products, unless the Products are split into several deliveries over different days in which case you will have until 14 days after the day you receive (or someone you nominate receives) the last delivery.
2. If you wish to cancel a Contract under clause 8.1, you just need to communicate this to us within the timescale set out in clause 8.1. The easiest way to do this is to contact us by email at info@breezyboutique.co.uk or by post at Breezy Boutique, Hill Farm, Rye Hill Rd, Epping, Essex. CM16 6NQ. You may use a copy of the cancellation form available [here](#), but you are not required to do so.
3. The right to cancel a Contract under clause 8.1 does not apply to pierced jewellery, underwear or swimwear if the hygiene seal is not in place or has been broken.
4. If you cancel a Contract under clause 8.1 after the Products have been dispatched to you, you must return them to us. You must send off the Products within 14 days of telling us that you wish to cancel the Contract. You will be responsible for the cost of returning Products to us. Please see our Returns Policy for further information about how to return Products to us.

9. RETURNS

1. You can request an exchange or a refund for goods you have purchased on info@breezyboutique.co.uk up to 14 days after receiving your order.

Please email info@breezyboutique.co.uk if you would like to request an exchange or refund. Returns must be received in their original manufactured packaging and must have the original labels intact. Refunds will be processed within 10 days.

10. YOUR RIGHT FOR A REFUND (EEA CUSTOMERS ONLY)

1. If you are a consumer in the EEA and you cancel your Contract under clause 8.1, We will:
 - a) refund you the price you paid for the Products. However, please note that We may reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If We refund you the price paid before We are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
 - b) refund any charges you have paid for delivery of the Products to you, although the maximum refund for delivery costs will be the least expensive delivery method We offer to your delivery destination; and

c) make any refunds due to you by the method you used for payment:

1. 14 days after the day on which We receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Products back to us; or
 2. 14 days after you inform us of your decision to cancel the Contract
2. Please see our Returns Policy for more information about returns and refunds.

11. FAULTY PRODUCTS

1. If you are a consumer, We are under a legal duty to supply Products that are in conformity with the Contract. Nothing in these terms and conditions will affect your legal rights in relation to Products that are faulty or defective.
2. If you consider that any Product We have supplied is faulty or mis-described, please notify us using the contact details set out in clause 8.2. You must return such Products to us in accordance with our reasonable instructions and the Returns Policy, and if the Products are faulty or mis-described We will refund the price of the Products and the cost of delivery to you.

12. OUR RIGHTS TO CANCEL THE CONTRACT

1. We may end the Contract at any time by writing to you if:
 - a) you do not make any payment to us when it is due;
 - b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products; or
 - c) you do not, within a reasonable time, allow us to deliver the Products to you.
2. We may also end the Contract in the circumstances set out in clause 7.5 or clause 7.6.
3. If We end the Contract in any of the situations set out in clause 13.1, We will refund any money you have paid in advance for the Products We have not provided but We may deduct or charge you reasonable compensation for the costs We will incur as a result of your breaking the Contract.

13. OUR LIABILITY

1. If We fail to comply with these terms and conditions, We are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and you knew it might happen.
2. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or resale purpose, We will have no liability to you for any loss of profit, loss of business, loss of anticipated savings, business interruption or loss of business opportunity.
3. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter for which We may not exclude or limit our liability under any applicable law.

14. EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control means any act, event, omission or accident beyond our reasonable control.
2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, We will contact you as soon as reasonably possible to notify you and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
3. You may cancel a Contract affected by an Event Outside Our Control if there is a risk of substantial delay. To cancel a Contract under this clause 14 please contact us using the details set out in clause 8.2.

15. INTELLECTUAL PROPERTY RIGHTS

1. All and any Intellectual Property Rights in the Products shall be owned by us or our licensors. All such rights are reserved.

16. OTHER IMPORTANT TERMS

1. Nothing in these terms and conditions shall affect your rights as a consumer under the applicable law in the jurisdiction in which you are resident.
2. If We have to contact you, We will do so by in writing or telephone, using the contact details you provided to us in your order, unless you have asked us to contact you by any other means. When We refer in these terms and conditions to "in writing", this includes e-mail.
3. We may change these terms and conditions from time to time. The terms and conditions that apply to your Contract will be those that are displayed on our site when you place your order.
4. We may transfer our rights and obligations under the Contract to another organisation. We will tell you in writing if

this happens and We will ensure that the transfer will not affect your rights under the Contract.

5. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

6. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

7. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

8. If We fail to insist that you perform any of your obligations under these terms and conditions, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

9. Please note that these terms and conditions are governed by English law. If you are a consumer, this means a Contract for the purchase of Products and any dispute or claim arising out of or in connection with it will be governed by English law, except that if you are not resident in England then English law shall apply only to the extent that it does not override any mandatory laws of the country in which you have your usual place of residence.

10. In respect of any dispute or claim relating to a Contract, if you are a consumer you and We both submit to the non-exclusive jurisdiction of the courts of England and Wales, but nothing in this clause shall limit your legal rights to bring actions against us or to require proceedings to take place in the country in which you have your usual place of residence. If you are not a consumer, you and We both submit to the exclusive jurisdiction of the courts of England and Wales.

17. AFTER-SALES SERVICE

1. Questions, comments or requests regarding these terms and conditions or our Products should be addressed to info@breezyboutique.co.uk

2. If you have any complaints these should be addressed in writing to Breezy Boutique by email to or by post, to info@breezyboutique.co.uk or Breezy Boutique, Hill Farm, Rye Hill Rd, Epping Essex. CM16 6NQ

3. If you are not satisfied with how We have handled any complaint, you may wish to request that the complaint be referred for alternative dispute resolution (where an independent body considers the facts of the dispute and seeks to resolve it without you having to go to court). Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.