

TERMS AND CONDITIONS

BEAU SOMMEIL (www.beausommeil.co.uk)

Last updated: 14/09/2020

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the www.beausommeil.co.uk website (the "Service") operated by Beau Sommeil ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Beau Sommeil and its licensors. All logos, photographs, videos, products and aspects of the brand Beau Sommeil are owned by Beau Sommeil and cannot be used by others without permission.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Beau Sommeil.

Beau Sommeil has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Beau Sommeil shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Tampering

By using this service you agree to not post, upload, transmit, redistribute, or promote any content or communication that could harm or affect Beau Sommeil and their website. You agree not to act in a manner or employ any device that will affect the website negatively and harm the experience of other users of Beau Sommeil. You agree not to affect or harm the security of Beau Sommeil through any method, including but not limited to spiders, bots, crawlers, avatars etc. We reserve the right to remove and block you from our Service if you do not comply with these terms.

Prices and Delivery Charges

Our Prices are clearly displayed on our website and include all taxes but do not include shipping costs. Shipping costs are added at the checkout. We ship using a flat rate of £4.74 for Royal Mail 48 Tracked Service. We ship to the UK only. After your purchase has been confirmed, we aim to get your products to the postal service within a week, however this may be subject to change and we will do our best to notify you if an order is taking longer than necessary to process. As our products are hand-made and made to order, we allow two weeks to process the order before shipping. The Royal Mail 48 Tracked order will then aim to deliver within two to three working days.

When you place an order with us, your chosen payment method will be processed and you will receive a confirmation of order email from us. When the order is shipped, you should receive a completed order confirmation email from us and a email from Royal Mail. We are not responsible for Royal Mail's contact with you. If you miss your parcel, you must adhere to Royal Mail's procedure. For more information regarding Royal Mail please visit their site - <https://www.royalmail.com>.

Payment

You are able to pay through Paypal. You can either use your Paypal account or pay using your credit/debit card. You will be transported to the Paypal portal to complete payment and after completing the payment you should be returned to our website to confirm that the order has been received.

Colour and Measurements

Our products are portrayed on our Site as accurately as possible, but we cannot guarantee accuracy of colour and measurements for all of our products. As these products are hand-made they may vary from what is shown on our site. These variations should not affect the sizes or functionality of the products and we reserve the right to make these slight alterations if necessary without notice.

Our size chart can be found here (<https://www.beausommeil.co.uk/size-guide/>). These sizes relate to the sizes of the customer and not the dimensions of the garment. Our aim is for the customer to choose their body size and we can then provide a product that fits in the style they have chosen. We cannot guarantee a product fitting, but we offer returns and exchanges for the products that do not fit.

Returns and Exchanges

We offer returns and exchanges up to 30 days after purchase. The items must be returned unworn, in original packaging and in the same condition in which you received them, otherwise we cannot guarantee a full refund. All refunds will be credited to the original form of payment used. If the product has been damaged or altered in any way by the customer then the product will not be refunded. You have the right to return, cancel or exchange your item up to 14 days after confirmation without reason, as required by the law. If the item arrives to the customer damaged or faulty, we accept responsibility and will arrange a replacement/repair, as long as there is proof that this damage occurred before the customer received the item. We do not accept returns from people who did not purchase the product/s or people who cannot prove that they originally purchased our item/s.

The customer is liable for the return postage and we do not accept any responsibility for any loss of product/s so we recommend using a tracked delivery service. If an exchange is required, we will not charge you for the second shipping fee. To make a return or exchange, you must email us at info@beausommeil.co.uk and we can process the return from there and give you a return postal address.

Cancellation of Order

According to UK law, you can cancel your order up to 14 days after your purchase was confirmed. The best way to do this is sending us an email to info@beausommeil.co.uk and we can process your request there. Within this 14 day time period, your order may have been processed and sent to you, so you would also need to return your item to cancel the order (See Returns and Exchanges Section above).

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Governing Law

These Terms shall be governed and construed in accordance with the laws of United Kingdom without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Liability

Beau Sommeil do not accept any liability for occurrences or incidents caused or enhanced by our product/s including but not limited to injury, loss of income and death. We are not responsible for the way the customer uses our product and the effect that may have on themselves or others.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time, without prior notice.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us:

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