

# BagWise.com Shop Online Terms of Sale

## 1. ABOUT THESE TERMS

These are the terms and conditions of sale (the "Terms of Sale") which apply to your purchase of goods from BagWise.com Online Shop in the UK, whether you buy through our website at [www.bagwise.com](http://www.bagwise.com), over the phone or otherwise ("Bagwise Shop Online").

Bagwise Online Shop and the goods supplied through it are referred here as "we", "us" and "our". When we refer to "you" and "your", we mean the user of BagWise.com and purchaser of goods.

As well as these Terms of Sale, other important legal terms are set out in our Cancellation & Returns Policy - Section 8 of this document. By agreeing to these Terms of Sale you also agree to the Cancellation & Returns Policy, all of which form part of a legally binding contract between us and you. You should read these Terms of Sale and the Cancellation & Returns Policy carefully before buying anything from BagWise.com.

We reserve the right to change the Terms of Sale and the Returns Policy at any time. Any changes to the Terms of Sale or the Returns Policy will be effective for all new orders placed after the change is published on the BagWise.com website. You should check the Terms of Sale and Returns Policy posted on the BagWise.com website before each order – they may have changed since your last visit.

If you have any questions about the Terms of Sale, the Returns Policy, the goods or BAGWISE Shop Online please contact us.

## 2. INFORMATION ABOUT BAGWISE SHOP ONLINE AND THE GOODS

Information provided on the BAGWISE Shop Online website

- 2.1.** Separate Terms of Use apply to your use of the BagWise.com. By using the website (even if you don't buy any goods) you also agree to be bound by the Terms of Use. In the event of a conflict between these Terms of Sale and the Terms of Use, these Terms of Sale will apply.
- 2.2.** We try to make sure that all information on BagWise.com, including descriptions of our goods and listed prices, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information as soon as reasonably possible and if we think that such an error has affected your order, we will try to let you know
- 2.3.** You should bear in mind that buying goods over the internet provides a different shopping experience from buying in-store. In particular you should be aware that:
  - Colours of goods as shown on the website will depend on many factors – including your display settings;
  - Sizes and shapes of the goods may differ in real life from how they appear on your screen. We provide dimensions and measurements in the descriptions of the goods and it is your responsibility to check that the actual size of each item is suitable for your purpose;
  - Pictures and images on the website may not show all features. For an accurate description of any item and details of what is included in / with the item, you need to read the corresponding written description;
  - All goods are subject to availability & we may not be able to supply your order. We reserve the right to withdraw any goods from sale at any time, & our only liability to you for withdrawing any goods will be to refund to you any money paid to us in respect of those goods which we are no longer able to supply;
  - We will do our best to deliver your goods in accordance with the delivery date set out in our final Delivery Advice email, but please note that all delivery dates given on BagWise.com (whether on the website, over the phone or by email) are estimates only and delivery dates may vary. Please see section 7 for more information about delivery;

- Not all goods and promotions that are offered by BAGWISE Shop Online will be available in another sales channel, and vice versa. In principle, our online prices would be same as in other channels. Occasionally, however, you may find a difference in price, for instance where there are different local store and online promotions. We reserve the right to adjust prices, goods and special offers at our discretion.

**2.4.** We will do our best to check BagWise.com for viruses but we do not warrant that BagWise.com is free of viruses or other malicious content. For your own benefit, you should make sure that you have appropriate software and systems in place to check for viruses and other malicious content on the internet.

### **Availability**

**2.5.** We have the right at any time to modify or stop providing BagWise.com and to stop selling any or all goods through it, either temporarily or permanently and with or without notice. We shall not be liable to you for any modification, suspension or discontinuance of availability of BagWise.com.

### **Security**

**2.6.** It is your responsibility to ensure that your login details, password and all other details in relation to your account remain confidential at all times. You agree to let us know as soon as possible if you know or reasonably suspect that the security of your account is at risk.

### **Eligibility to order goods**

**2.7.** You may only purchase from BagWise.com if you are aged 16 years or over. You will need an active valid email address and a telephone number at which you can be easily contacted.

**2.8.** Although we sell children's products, these are intended for purchase by adults only. All goods sold through BagWise.com are intended for domestic use only; goods are not necessarily suitable for commercial or industrial use unless expressly stated.

## **3. PLACING YOUR ORDER**

**3.1.** Please see "How to Order" for information about the steps involved in placing an order. Your order constitutes an offer to purchase goods from us. Where you order more than one item your order comprises a series of offers for each item individually.

**3.2.** Our Order Acknowledgement webpage and email set out the final details of your order which you have submitted to BagWise.com. Please take care when placing your order, as you will be unable to add to or amend your order after we send the Order Acknowledgement email.

**3.3.** The Order Acknowledgement contains details of the goods you have ordered, the total cost of the order including delivery, and a unique order number. The Order Acknowledgement email also constitutes the VAT receipt for your goods. You should print off a copy of the Order Acknowledgment email, and a copy of these Terms of Sale and the Returns Policy and keep them safe. You will need to refer to these details when contacting us about your order.

**3.4.** Please note that the Order Acknowledgement is simply an acknowledgement that your order has been received by BagWise.com; it does not indicate that we have accepted your order and does not form a binding contract.

## 4. ORDER ACCEPTANCE

- 4.1. Except as set out in paragraph 4.2 below, acceptance of your order will take place only when we despatch the goods to you. Until we despatch your goods no contract will have been formed between you and us.
- 4.2. In the case of goods that are customised (such as monogrammed or embroidered) acceptance of your order takes place at the point at which we send out our Delivery Advice email. Please be aware that different cancellation rights apply to goods that are
- 4.3. Although we hope to be able to supply all goods ordered, we reserve the right, at our discretion and without the need to give reasons, not to accept any offer at any time before it has been accepted. Should we refuse your order, we will notify you as soon as reasonably possible.

## 5. PAYMENT

- 5.1. You can pay for your goods by credit & debit cards, bank transfers, cash deposit to our bank account, other electronic trustable payment providers such as Paypal. BagWise.com reserves the right to refuse your payment method as it sees fit and according to banking regulations & credit card fraud advise from its bank.
- 5.2. We will take payment from your card when we are ready to despatch your order. We will contact you if we have any problems taking payment from the card details you provide during the process. In the event of us not accepting your order, a full refund will be given as soon as reasonably possible (and in any event within 15 days of us advising you that your order has not been accepted).
- 5.3. Unless otherwise stated, all prices shown at BagWise.com are inclusive of VAT and other applicable taxes (except for countries outside of European Union). The prices shown do not always / necessarily include the delivery fee, which will be added to your total order price in accordance with paragraph 5.5 below. The only exceptions to this are campaigns / offers of FREE DELIVERY, where the delivery fee is included in the price.
- 5.4. Except where otherwise set out in these Terms of Sale, the price payable by you for the goods is the price given by BagWise.com at the time you place your order.
- 5.5. In most cases the delivery fee payable by you for your order will be that which is given by BagWise.com at the time you place your order. The delivery fee can be calculated according to your postcode, the weight, size, nature and value of your goods. For more details on the delivery fees, please see our delivery information. However, you agree that we may increase the delivery fee if your order requires multiple deliveries, or if the value of your order or quantity or size of the goods to be delivered is such that we reasonably consider that it is appropriate for us to recover (or partially recover) our additional expenses in delivering the goods to you. We will always notify you in advance of any change to the delivery fee, and if you do not wish to continue with your order and pay the amended delivery fee you may cancel your order and receive a full refund.

## 6. PRICING ERRORS

- 6.1. Whilst we try to ensure that all the prices on BagWise.com are accurate, errors may occur. If we discover an error in the price of the goods you have ordered we will inform you as soon as reasonably possible. You will then be given the option of re-confirming your order at the correct price or cancelling your order.
- 6.2. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you at your registered email.

**6.3.** If you decide to cancel your order after we have informed you of a pricing error and you have already paid for the goods, we will give you a full refund as soon as reasonably possible (and in any event within ten (10) days of cancellation).

## **7. DELIVERY**

**7.1.** The Order Acknowledgement email will indicate an estimated delivery date for your goods.

**7.2.** We will then send you a separate Despatch Advice email. This will confirm items shipped, duration of delivery and which courier company will handle this. The Despatch Advice email will also tell you your tracking reference by the courier.

**7.3.** You agree to check the Despatch Advice email and make sure that you will be available to accept delivery of the goods on the delivery date. If you will not be available please request a different delivery date as soon as possible and, in any event, no later than 24 hours before the estimated delivery date. You can submit your request by contacting us.

**7.4.** Delivery will take place at the delivery address specified by you during the order process, and will be subject to the following conditions:

**7.5.1.** Although we allow you to specify a different delivery address from your billing address, you are solely responsible for ensuring that we are able to make delivery to this address and that you are available to accept delivery at this address on the delivery date;

**7.5.2.** If delivery cannot be made due to the nature of the premises, because there is insufficient access or for any reason that is not within our reasonable control (including your absence at the time of delivery), you agree to pay our reasonable additional fees for storage and redelivery, including an administration fee for re-arranging delivery (after attempts of courier or postal service). We will inform you of the cost of these fees as soon as reasonably practicable, and you will have the option of reconfirming your order including the additional fees, or cancelling your order (except in the case of made to order goods, which cannot be cancelled after payment is made). If you cancel your order we will refund the purchase price of the goods, but you agree that we may deduct the delivery fee in compensation for the time and expenses incurred for the failed delivery;

**7.5.3.** On delivery, the delivery document must be signed by you to confirm that the delivery has taken place. This will not affect your legal right to notify us at a later date if you subsequently find a defect in your goods. If you refuse to sign the delivery document, this will be taken as a refusal to accept the delivery;

**7.5.4.** The delivery agents are not required to unpack or construct items as part of the delivery service;

**7.5.5.** Once the goods have been delivered to you, you become the owner of those goods and from that point they will be at your risk. This means you will be liable for any subsequent damage, loss or destruction; and

**7.5.6.** If you are not personally available to accept delivery, you may appoint a representative to do so in your place. The representative must be an adult capable of receiving delivery on your behalf, and you agree that we will be entitled to rely on the representative's instructions as if they were your own.

**7.6.** Delivery will only be made to the point of entry of the delivery address.

**7.7.** You must let us know about any damaged, missing and/or incorrect goods within a reasonable period of time (24 hrs from receipt of items).

**7.8.** Nothing in paragraphs 7.5, 7.6 or 7.7 above affects your rights as a consumer. To find out more information contact your local Citizens Advice Bureau.

## **8. CANCELLATION AND RETURNS POLICY**

You may cancel your order for all other goods at any time up until we accept your order in accordance with Section 4 of these Terms of Sale.

You can return your items for any reason, at any time within 14 days of receipt, for a full refund or exchange, provided that item(s) is sellable and tags are attached. No quibbles! Customised items (such as monogrammed or embroidered bags...) cannot be refunded or returned, this is full responsibility of the customer once design / technicality are agreed and advance payment made.

Please do not remove tags / labels of your item until you are fully sure that you like it and want to keep it. All returns must be with original tags and labels, and have to be in sellable condition, without any sign of wear & tear or damage (such as mark or blemishes). Damaged goods due to customer's negligence cannot be accepted for return.

To return an item, simply send us an email at [we.are@bagwise.com](mailto:we.are@bagwise.com) with subject line as "returns" and give us your contact details, order no as well as the details of the item you would like to return. Please post the items back to us with a copy of your invoice or a note giving details and we will let you know when item is received and refund you once the item is checked.

**Our return address is:** BagWise.com, 19 Kings Cliffe Ind Estate, Wansford, Peterborough, PE8 6PB

You have up to 14 days to return an item from your date of invoice. This is both for UK and international orders. After this date, a voucher to spend on site is provided rather than a full refund. Delivery charges are not refunded when an item is accepted for refund, we only refund the price of the item.

The returns are sent at your expense, unless the item sent to you was originally faulty or wrong. Although we check all items before sending, human error is inevitable. If your item was not what you have originally ordered or is faulty from start, then please notify us within 24 hours of receipt and we will send you a courier slip to return the item to us, at our cost.

Please use a trackable service from Royal Mail, national postal service or a courier service as it is the responsibility of the customer to make sure goods reach us safely and in time. We recommend you obtain proof of sending as well as using a service provider that insures your return for the value of the goods.

This does not affect your statutory rights. BagWise.com complies fully with Distance Selling Regulations, aims to provide a high level of satisfactory customer service and honours the cooling off period.

## **9. "RECYCLE A BAG" CAMPAIGN**

Bagwise.com has formulated a charity campaign called "Recycle a Bag" or "Recycle your Bag" within UK mainland. Users are allowed / invited to donate unused bags in fair condition in return for a percentage discount for a one-off purchase from Bagwise.com

**9.1.** Once donation bags are sent to Bagwise, user accepts all terms and conditions on Bagwise.com stated in this document. If the bag is requested back, this is only possible if it has not been donated by Bagwise to Charity. If this has happened, Bagwise cannot be held responsible and is not liable for any damages or compensation.

- 9.2. If user changes mind and wants the donated bag back, after Bagwise cleans and repairs the donated bag, this can only be possible if the donated bag is still in possession of Bagwise, and not donated to Charity yet. If this is the case, then there is a one-off charge of £ 20.00 to be paid before bag is shipped back to sender to cover the cost of courier, cleaning, repairing and evaluating the donation. Bagwise has the right to hold on to the donated bag until payment is cleared.
- 9.3. Fakes, imitations or stolen bags cannot be accepted. In such cases, information might be supplied to authorities to keep this campaign crime-free. No cash is paid for bags donated, only discounts are offered against purchases directly from Bagwise. All return & warranty conditions apply the same way as other regular purchases.
- 9.4. It is full responsibility of the user to describe the condition of the bag in best possible way. Where the information is not entirely true, Bagwise.com reserves the right to continue and refuse the donation.
- 9.5. The user is advised to ask all relevant questions before engaging in the campaign. For this reason, Contact Us page has been provided.
- 9.6. Bagwise.com evaluates donations by information entered and photos sent by the user. It is solely at discretionary of Bagwise staff to decide if the donation is useful for the campaign and is worth the investment of cost & time by Bagwise. Therefore, some donations might not be accepted.
- 9.7. Bagwise staff and staff from related companies can donate but cannot get donations from this campaign.
- 9.8. It is solely Bagwise's decision to donate the bags to charity or to an individual in need. Bagwise does not have to report this action to any one including the user who donated.

## 10. GENERAL TERMS RELATING TO OUR RELATIONSHIP WITH YOU

### About BAGWISE

- 10.1. BAGWISE is our trading name. We are a limited company registered in England with registered office in Hackney - London and company number 08315546. Our VAT number is GB 158 7157 77.
- 10.2. If you would like more information about BagWise.com, please contact us.

### Our Liability

- 10.3. Our entire liability to you under these Terms of Sale and Returns Policy shall not exceed the price paid for the goods you have purchased through BagWise.com, provided that we take reasonable care when we deliver the goods to you.
- 10.4. We will not be liable to you for any loss of revenue, profits, anticipated savings, goodwill or business opportunity, for any injury to your reputation or for any losses that are not reasonably foreseeable by both of us at the time your order is accepted.
- 10.5. We take corporate responsibility seriously and do the best we can, to the best of our knowledge during sale of goods.
- 10.6. Where you buy as a consumer, these Terms of Sale and the Returns Policy will not affect your rights under law which cannot be otherwise excluded. For more information contact your local Citizens Advice Bureau.

## Warranties

**10.7.** Further details of your warranty rights will be provided alongside the item description on the BagWise.com. These warranties do not affect your legal rights as a consumer.

## Events Beyond Our Reasonable Control

**10.8.** We will not be responsible for any delay or failure to comply with these Terms of Sale or the Returns Policy if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, protests, civil unrest, acts of terrorism or malicious damage to or destruction of our premises, equipment or goods.

## Waiver

**10.9.** If you breach these Terms of Sale or the Returns Policy and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach the Terms of Sale or Returns Policy.

## Invalidity

**10.10.** In the event that one or more of the terms set out in these Terms of Sale or in the Returns Policy is held to be invalid by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them.

## Privacy

**10.11.** Personal information, such as your contact details, that you provide to us during the order process will be kept and used by us in accordance with our Privacy Policy.

## Governing Law

**10.12.** This agreement is governed by English law unless you live in Scotland in which case it will be governed by Scottish law. Each party agrees to bring legal actions relating to these Terms of Sale and the Returns Policy only in a UK court.

