

Terms & Conditions

Introduction

"Graceful Changes", hereafter referred to as "us" or "we" means Graceful Changes Limited, registered company no. **SC613009.**

The "subscriber", hereafter referred to as "you" means the person who has signed up for our subscription service.

A "subscription" refers to an agreement you enter into with us, to rent clothing for a monthly fee. This will be for a set number of items for a set monthly fee.

"Clothing package" refers to the clothes that are rented to you as part of the subscription.

"myTurn" refers to the inventory management software where you can browse and reserve clothes.

"Stripe" refers to the preferred payment method that we use.

Our "email" is info@gracefulchanges.co

Our "website" is www.gracefulchanges.co

Please read the terms and conditions of this agreement carefully and make sure you understand them before subscribing to the service. By signing up for the subscription service, you are agreeing to be bound by and become party to this agreement and subject to our policy. Terms may change, and by subscribing you agree to be bound by any changes to the agreement for rentals after the date of such change. We may provide notice of any such changes by email, or by publishing them on the website. If you do not agree to all the terms of this agreement and our privacy policy, please do not subscribe to the service.

You agree to receive all communications from Graceful Changes electronically via email. You agree to keep your email address up-to-date at all times and agree that you will be deemed to have received any notices we send to that email address.

General Conditions

Adult Agreement Required

By accepting these terms and conditions, you represent that you are 18 years or older and that you are authorised to use the chosen payment method for the purpose of hiring the products as described herein.

Countries of Residence

Graceful Changes was founded and resides in the UK. We can only accept subscribers with a UK residential address.

Payment for a subscription

The subscription fee ("fee, fees") listed on the website includes the hire fee (which includes cover for wear and tear), first delivery costs and one delivery and return every 3 months.



The subscription starts on the start date of your first reservation on myTurn. Payment is normally collected monthly on a recurring basis. You may cancel your subscription at any time (see cancellations and refunds below for further details).

Contents of clothing packages

We offer a reservation system so that subscribers can choose the items that go into their clothing package. From time to time specific items may turn out to be unavailable. In this case we reserve the right to substitute the chosen item for a similar item.

We offer the following packages. Our current monthly prices are listed on the website.

5 item subscription (including 1 premium item)

10 item subscription (including 2 premium items)

15 item subscription (including 3 premium items)

20 item subscription (including 4 premium items)

25 item subscription (including 5 premium items)

Items are normally sent in a reusable bag, and we ask that returns are sent back in the bag the new items arrived in. Reusable bags that are not returned are charged at £5.

Premium Items

Premium items are labelled as such on myTurn. These are coats, all in ones and sleeping bags.

Shipping

Items will be shipped to the address in your myTurn account. Please ensure the delivery address is accurate before placing a reservation. You will be held liable for any inaccuracy in your delivery address, and the replacement cost of lost items. Please email if you have any questions.

We endeavour to ship items reserved and approved before 12pm on the same working day. Reservations approved after 12pm are shipped the next working day. Clothes will be shipped using a Royal Mail Tracked service. A pre paid, addressed returns label will be provided for your returns. Replacement labels can be downloaded from the Royal Mail Tracked returns portal.

Returns as part of Graceful Changes' hire system

Graceful Changes operates a clothing rental service, therefore all clothes remain the property of Graceful Changes at all times and all should be returned.

To make an exchange, place a reservation for the items you want on myTurn. Replacement items will be sent out first and items to exchange should be returned within 7 days of receipt of new items. It is the subscriber's responsibility to ensure that clothes are returned in a timely manner.

You will receive a transaction receipt from myTurn with details of your checked in items. Please notify us as soon as possible if there are any discrepancies on this. Please keep your proof of postage until you receive notification that we have received your returned items.

Exchanges (Included)

Our packages include the complete cost of one exchange every 3 months. This includes outward and return postage. On your first exchange the 3 months is calculated from the check out date of items in your first package. On subsequent exchanges, the three months is calculated from



the date we receive your returned items. This can be checked in your "transactions" within your myTurn account.

Example:

Started subscription: 4 May 2019

First cost inclusive exchange: anytime after 4 August 2019

Returns received: 9 August 2019

Next cost inclusive exchange: anytime after 9 November 2019

Exchanges (Additional)

Additional exchanges are charged at the cost shown on our website (currently £4.95).

The additional exchange amount will be charged to your card when your reservation is approved.

Late Returns

If we have not received your returns within 28 days of shipping your new items, then we will consider the items "unreturned". At this point we will issue an invoice for the unreturned items at their full RRP. If items are returned more than 28 days after receipt of new items a late returns charge of £1 per item per week will be charged. The late returns charge is capped at the item's full RRP.

Making reservations

Each subscriber can make a myTurn reservation for each package they will receive. Normally, this should be no further than 30 days in advance. However, newborn packages can be reserved further in advance if wished.

Maintenance & Care

You agree to treat all clothing with care. You are obligated to maintain, wash and store the clothes in accordance with the care labels. We would encourage you to treat stains quickly and with appropriate products. Please email us if you need advice.

You may not alter or transform the clothes in any way.

Wear and tear

Wear and tear to the item(s) (including stains and rips) is fully covered in your subscription.

Lost items

If a rental item is lost please contact us by email in the first instance. The maximum replacement charge will be the item's RRP less £2 per month for every complete month you have had it on hire. The minimum replacement charge is nil.

Keeping a hire item

Should you wish to keep an item you have on hire, any item can be purchased for it's RRP less £2 per month for every complete month you have had it on hire. The minimum purchase charge is nil.



Non payment

Should you fail to pay your monthly subscription, we will take all necessary legal action to recover any monies outstanding to us and to recover the clothing items on loan to you. All clothing remains the property of Graceful Changes.

Clothing that is not returned to us and for which we have taken steps to recover payment, will be charged it's full RRP plus a £50 administration charge.

If you are experiencing difficulties making payment we would ask that you contact us as soon as possible.

Payment Method

Your subscription cost and any additional charges will be taken from your payment card saved on myTurn. It is your responsibility to ensure the card details are correct and to update them if necessary. If a payment fails for any reason an automatically generated email will notify you.

Cancellations & Refunds

You may cancel your subscription at any time. Your subscription cancellation is completed when all your hire items are received by us. Any outstanding charges on your account must be settled in full. When cancelling your subscription please either:

- Download a returns label from the <u>Royal Mail portal</u> and select "cancelling subscription" as the reason for your return
- Or if using our generic prepaid label please email us to let us know you wish to cancel.

Your subscription will be cancelled on the date your items are received. We will issue a pro-rata refund for any unused full weeks from the date of receipt of the item(s) by Graceful Changes less any outstanding charges.

The cost of one exchange every 3 months is included in the subscription cost. If you cancel before you have subscribed for 3 months there will be a returns fee of £4.95. If there has been less than 3 months from your last exchange, the returns fee of £4.95 will be due. If there are any missing items we will contact you to inform you of the replacement cost. If you wish to keep any items on hire please email us and we will supply a price. Please return any reusable bags, as any outstanding bags will be charged at £5 each.

Product Disclaimer and Liability

Whilst Graceful Changes uses all reasonable endeavours to ensure that our clothing is regularly inspected, maintained and professionally cleaned as necessary so that they are ready to wear, use of our clothing is entirely at your own risk.

To the fullest extent permissible by law, Graceful Changes shall not be liable for any loss or damage that is not foreseeable, including for any health-related consequences associated with wearing the clothing, including but not limited to any allergy to the materials themselves or the cleaning products used on them.

In any event, Graceful Changes' total liability under these Terms and Conditions shall be limited to the value of the contract between Us and You, that is, the total fee payable by you for the clothing for your current hiring period.