

## **TERMS AND CONDITIONS**

### **Terms and conditions for store and dance workshop Vicante regulating purchasing provisions in a stationary and online store**

- 1. Terminology**
- 2. General provisions**
- 3. Technical requirements necessary to cooperate with the ICT system, which the shop uses**
- 4. Delivery and form of payment**
- 5. Customer rights, reimbursement/replacement**
- 6. Complaints**
- 7. Resolutions regarding entrepreneurs**
- 8. Issuing invoices**
- 9. Final provisions**

#### **I. Definitions**

For the purposes of these Terms and Conditions.

1. "Vicante" means entity that owns and controls company Vicante based in 38 Tolmie Close, Spennymoor, DL16 6PG, United Kingdom
2. "Client" a person, group, party, or corporate body placing an order for products sold by Vicante.
3. „Acconut" – marked with an individual name (login) and password given by the client, a set of resources in the ICT system in which customer data is collected.

#### **II. General provisions**

1. These Regulations specify the rules for concluding the sale of articles offered by Vicante via the online store [www.vicante.co.uk](http://www.vicante.co.uk) hereinafter referred to as "Store" and a stationary store.
2. These Regulations are addressed to both consumers and entrepreneurs using the Store (except for the part of the Regulations - "provisions regarding entrepreneurs", which is addressed only to entrepreneurs).
3. In order to make a purchase, you can register on the website: [www.vicante.co.uk](http://www.vicante.co.uk) or provide the data necessary to complete the process.
4. In the case of registration, the Client sets a password for a personal account. The password should not be revealed to anyone. Registered Clients log in to their own account, providing a login and password.
  - 4.1. The use of the Client's account is free of charge.
5. To make a purchase you must add a chosen product to your cart, fill out the necessary information and submit it by choosing appropriate fields on the Store website.
6. Prices of goods are expressed in Pound Sterling (GBP) and are gross prices (they include VAT).
7. The store reserves the right to change:
  - goods prices;
  - entering and removing goods;
  - Carrying out changes
  - Introduction and cancellation of promotional campaigns
8. In the event that the customer, after placing the order decided to make changes, the Client should immediately contact the store to agree and make changes to the order. After completing and packing the order, it is not possible to make a change, it is possible only after completing the return/exchanges form.
9. Acceptance of these Regulations means consent to the processing of personal data. Personal data of the Service Recipient and Customer is processed in accordance with The Data Protection Act 2018

10. The newly registered Client is entered in the newsletter base. You can also sign up for the newsletter via the link available at [www.vicante.co.uk](http://www.vicante.co.uk). The Client may at any time unsubscribe from receiving the newsletter. In this case, it is enough to send the application to the following address: Vicante, 38 Tolmie Close, Spennymoor, DL16 6PG, or by e-mail to: [vicante.uk@gmail.com](mailto:vicante.uk@gmail.com)

11. The provisions of the Regulations constitute an integral part of the contracts concluded by the Store, unless the parties decide differently in writing. The written form agreed by both parties is also required to end the contractual relationship.

12. Shopping in the online store and a stationary store means acceptance of these Regulations.

13. Made to order products: Tailsuits and Jackets are subject to separate regulations - " TERMS AND CONDITIONS FOR CUSTOM MADE TAILSUITS AND JACKETS "

14. Content placed on the websites of the Online Store, including goods' descriptions and prices are an invitation to make a contract. After the Client makes the order correctly, the Seller sends information about the order to the Client's e-mail address. This information is not confirming the acceptance of the client's offer. It is only information that the Seller has received the order.

### **III. Technical requirements necessary to cooperate with the ICT system used by the Store**

1. To use the functionality of the store, it is necessary to meet the following technical requirements:

- a) having a computer, laptop, telephone or other multimedia device with internet access;
- b) access to e -mail;
- c) using a web browser with a minimum specification necessary for the correct display of the page
- d) using the screen resolution: at least 1024 × 768;
- e) Turning on in the web browser the possibility of saving cookies and JavaScript support.

#### **Use of the account**

1. Using the User's account is possible after prior registration and giving consent to process personal data. Using the account is free. It entitles the user to save their data, shipping data for faster ordering via the online store.

2. The parties may terminate the contract for the use of the account at any time by agreement of both parties. The Client may also terminate the contract for using the account without indicating the reasons by sending an appropriate statement to the following address: Vicante, 38 Tolmie Close, Spennymoor, DL16 6PG. In this case, the contract is terminated after 7 days from the date of submitting the declaration to terminate it, unless the parties set a shorter notice period.

3. In the case of a Client who is also a consumer, the Store may terminate the contract for using the account only if the Client grossly or persistently violates the Regulations after the ineffective call to stop or remove the violations at the time limit indicated by the Store. In such a situation, the contract for the use of the account concluded with the Client who is a consumer is terminated after 14 days from the date the Store submits an appropriate declaration of will to terminate it, and the contract for the use of the account concluded with the Client who is not a consumer is terminated at the time of submission of notice by the store .

4. The Client is obliged to use the Store in a manner consistent with the law and decency, as well as, respect for personal rights and intellectual property rights of third parties.

5. The Client is obliged to enter data in accordance with the truth.

6. The client is forbidden to provide unlawful content.

### **IV. Delivery and forms of payment**

1. Available payment methods:

1.1 in the Vicante online store;

- bank transfer

- Pay Pal

1.2 in a stationary store

- cash

2. Available forms of shipping:

- pre-paid courier shipping

- free shipping when ordering above a certain amount, the amount is specified on

[www.vicante.co.uk](http://www.vicante.co.uk)

3. The cost of the shipment is always visible in the basket when choosing the payment method and the form of shipping. The price visible when choosing the form of shipping is the final price and is given in the gross amount, the store does not charge any additional fees.

4. Shipping the ordered goods will take place within 2 business days from the time of placing the order. In the event that there is no ordered goods in the warehouse, the Client will be immediately informed about this fact. Then the customer can choose one of 3 options:

- withdraw from the contract
- receive the ordered goods after its production (the deadline will be given before)
- replace it with one of the available goods at the same price

## **V. Client's rights that are a reimbursement/exchange**

1. A Client who is an individual performing a legal act not directly related to his business or professional activity (consumer), may withdraw from the contract without giving a reason, submitting in writing an appropriate statement within fourteen days from the date of receiving the item, this date is considered to be the day of delivery of the parcel by a courier, or receipt of purchased products in a stationary store. After the the fourteen days, the right to withdraw from the contract expires. To withdraw from the contract, you must send a statement before its expiry to: Vicante, 38 Tolmie Close, Spennymoor, DL16 6PG or send an appropriate statement to the e-mail address: vicante.uk@gmail.com

A statement in the form of a return/exchange form should be downloaded from the website: [www.vicante.co.uk](http://www.vicante.co.uk)

2. In the event of the consumer using the withdrawal from the contract in electronic form, the Store shall immediately send the consumer confirmation of receipt of a statement of withdrawal from the contract.

3. The Client, by submitting a statement of withdrawal from the contract or exchange, is obliged to use the return/replacement form available on the website: [www.vicante.co.uk](http://www.vicante.co.uk)

4. If the Client withdraws from the contract, it is considered reliable and the Client is released from all obligations. Not later than within 14 days from the date of receipt of the Customer's declaration of withdrawal from the contract and the return of the goods purchased by the Client. The Store returns the costs of purchased goods to the customer. The costs of returning the purchased goods to the store are charged to the Client. The store refunds the payments using the same payment methods that the Client used in the original transaction, unless the Client agreed to another solution. In the event that the Client has agreed to another payment method, he does not incur any related fees.

5. In a situation where the Store has not proposed that it will collect the item from the Client, it may refrain from returning the payment received from the Client until the goods are received back.

6. In the case of the Client's exercising the right referred to in point 1 part V, the consumer is obliged to return the Store's goods immediately, but not later than within 14 days from the day on which he/she withdrew from the contract, unless the Store suggested that he himself will collect the goods. To keep the rights, it is enough to send back the item before the deadline.

7. Returned or exchanged goods must not show signs of use, e.g. sweat, perfume, cream, etc.

8. In the event of the contract being performed according to the consumer's specifications listed below, the Client is not entitled to the right to withdraw from the contract referred to in point 1.

The consumer's specifications are:

- a) length pants;
- b) tailcoats and jackets;
- c) vests;
- d) other dance costumes sewn or converted to the measurements given by the Client.

## **Complaints**

1. The Client who is a consumer may submit a complaint regarding non-performance or improper performance of the contract, as well as incorrect calculation of the goods.

2. To consider the complaint, the Client should send the purchased goods to Vicante, 38 Tolmie Close, Spennymoor, DL16 6PG, together with a filled complaint form. If you submit a complaint regarding incorrect goods, please send an appropriate letter to the following address: Vicante, 38 Tolmie Close, Spennymoor, DL16 6PG.

3. The store is obliged to respond to the complaints within 14 days from the date of its receipt. In the event where the complaint contains deficiencies, the store will inform the Client in writing and call them within 14 days from the date of receipt to complete it. After the ineffective attempts of contact by

the set deadline, the complaint will remain unpaid. In a situation where the Client complete the deficiencies on time, the store will respond to the complaint within 14 days from the date of its receipt.

4. Events below are not subject to complain:

Discoloration of goods resulting from cleaning, washing not according to the regulations of the cleaning given by the Store. Mechanical damage caused during the use of clothing, e.g. abrasions, clashes, tearing, cuts, etc., as well as natural clothing wear and tear, unless they are caused by the defects of the purchased goods.

The goods made to the individual Client's specification, accepted by the client during fittings - subsequent aesthetic remarks regarding the possible change of the concept of sewing.

5. In the case of Clients who are consumers, all costs resulting from the complaint shall be covered by the Store.

## **VI. Provisions regarding entrepreneurs**

1. This chapter of the Regulations and the provisions contained therein apply only to Clients who are not consumers at the same time.

2. In the case of Clients referred to in point 1., the Seller has the right to limit the available payment methods, including requiring prepayment in whole or part, regardless of the method of payment chosen by the Client in the order form and the fact of the sales contract being made.

3. Products that are the subject of a sales contract concluded with the Client referred to in point 1. remain the property of the Seller until the price and delivery costs in paid under the Sales Agreement.

4. Upon the goods being released by the Store to the carrier referred to in point 1 the responsibility passes to the carrier company. Danger of accidental loss or damage to things lies on the carrier company. In this case, the Store is not responsible for the loss or damage to the goods arising from accepting it for transport until it is issued to the Client and for delay in the transport of the parcel.

5. In the event of sending the goods to the Client via the carrier, the customer referred to in point 1. The client is obliged to examine the parcel in time and in the manner adopted for this type of shipment. If the Client finds that during transport there has been a defect or damage to the goods, he/she is obliged to perform all the actions necessary to determine the carrier's liability.

6. The Store's responsibility in relation to the Client referred to in point 1., regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the amount of the price paid and the costs of delivery under the sales contract. The store is liable only for typical predictable damages at the time of the contract and is not liable for lost benefits in relation to the Client referred to in point 1.

## **VII. Invoices**

1. The Store is not obliged to issue an if the request to issue one is reported after 3 months from the date when the goods were received.

## **VIII. Final Provisions**

1. The Store reserves the right to change the Regulations for important reasons, in particular in the event of amendments to the provisions of applicable law, changes in payment and delivery methods or amending the store address. The Client will be informed about any changes to the regulations via e-mail.

2. The changed Regulations binds the Client if he/she has been notified of a change in the manner indicated in point 1 and did not terminate the contract within 14 days from the date of receipt of the notification.

3. Amendments to the Regulations will in no way violate the rights of Clients who are simultaneously consumers and were using the Store before the changes to the Regulations. In particular, changes to the Regulations will not affect the already placed orders and the sales contracts concluded or completed.

4. Except for contracts concluded with the consumer, all disputes arising during the process of completing the order, which the parties will not resolve earlier as a result of amicably undertaken agreement, will be subject to the court competent for the store's location.