

# Terms and conditions

The present document (Terms and Conditions) establishes the conditions for the sales made between any individual wishing to make a purchase from the Sarenza.co.uk website, hereafter referred to as "the customer," and Sarenza, S.A., whose registered office is located at 27-29 rue de Choiseul, 75002 Paris, France. Sarenza, a public limited company with registered capital of €296,366.70 and intra-community VAT number FR0648018850, is registered in the Paris Trade and Companies Register under number 480 188 507. Sarenza, S.A. will be hereafter referred to as "Sarenza.co.uk."

The conditions established in this document apply exclusively to non-trading individuals.

**Once the customer has read these terms and conditions, an agreement is implied. Using the website also implies full agreement with these terms and conditions.**

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## Prices

All item prices are given in pounds sterling and are inclusive of all taxes. Item prices do not include delivery charges (see paragraph 3, **Dispatch and delivery**).

Sarenza.co.uk reserves the right to modify its prices at any time without prior notice. The items will be invoiced according to the prices in effect at the time the order is completed. The items ordered will remain the property of Sarenza.co.uk until Sarenza.co.uk receives the full payment amount. Payments must be made in full in one installment.

\*\*Shipping costs will be applied for all flash sale items.

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## Ordering

Sarenza reserves the right to withdraw and/or modify any items on its website at any time.

### Placing an order

The customer may order online from the **Sarenza.co.uk** website at any time. He may also order by telephone from Monday through Friday between 9:00 a.m. and 12:00 p.m. or between 1:00 p.m. and 5:00 p.m. (GMT) at the following telephone number: 0161 250 0820.

Note: Sarenza.co.uk reserves the right to cancel or to refuse any order from a customer with whom there exists a dispute relating to the payment of a previous order or who appears to present a risk to Sarenza.

### Order conditions

All orders imply acceptance of the prices and item descriptions available at the time of sale.

Sarenza.co.uk undertakes to honour all orders received on the website, subject to item availability. If one or more items ordered are not available, Sarenza.co.uk will strive to inform the customer as soon as possible. In such a situation, the customer's order will be cancelled and the corresponding payment amount will be refunded.

### Order contract

Sarenza.co.uk stores the contract's content and will send the customer the details of his order, as well as the general terms and conditions, via e-mail. The general terms and conditions may be found online at all times at the following link: **<http://www.sarenza.co.uk/terms-conditions>**. The details of recent orders will be available to the customer via his customer log-in.

### Payment and security

In some cases, Sarenza customer service may contact a customer to request additional information before his or her order is processed. This is standard security procedure and the information provided will not be shared with any outside parties.

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## Dispatch and delivery

### Delivery locations

At this time, Sarenza.co.uk delivers to the United Kingdom mainland, including the Isle of Wight. This excludes Scilly Islands, Channel Islands, Isle of Man, Oakney Islands, and Outer Hebrides. Please also note that remote postal codes may incur longer delivery times.

### Special circumstances

Delivery may be delayed in the event of a natural disaster or force majeure beyond Sarenza.co.uk's control.

Sarenza.co.uk is not responsible for postponed deliveries in such circumstances.

In the event that a customer is absent and does not contact the carrier after two delivery attempts and five working days, then his package will be returned to Sarenza.co.uk without the option to re-deliver.

## Delivery options\*\*

Sarenza.co.uk offers two different delivery options: regular FREE deliveries and EXPRESS deliveries:

### Free delivery:

With exception of the winter and summer sale periods, as well as during the exclusive customer sales, orders placed at Sarenza.co.uk before 2 p.m. (GMT) Monday through Friday (except French national holidays) will be processed and dispatched the same day, subject to **payment confirmation**. Orders placed on Sarenza.co.uk after 2 p.m. (GMT), during the weekends, or on French national holidays will be processed the following working day, subject to payment confirmation.

Orders placed during the winter and summer sale periods, as well as during the exclusive customer sales will also be processed the following working day, subject to payment confirmation.

Delivery time is approximately five working days from the time the order is received for mainland UK and the Isle of Wight.

Note: Hermes requires a signature upon delivery to avoid leaving parcels unattended and ensure that every order reaches its destination. If no one is in at the time of delivery, neighbours or housemates may be asked to sign for a parcel.

### Express delivery:

With exception of the winter and summer sale periods, as well as during the exclusive customer sales, orders placed at Sarenza.co.uk before 2 p.m. (GMT) Monday through Friday (except French national holidays) will be processed and dispatched the same day, subject to **payment confirmation**. Orders placed on Sarenza.co.uk after 2 p.m. (GMT), during the weekends, or on French national holidays will be processed the following working day, subject to payment confirmation. Orders placed during the winter and summer sale periods, as well as during the exclusive customer sales will also be processed the following working day, subject to payment confirmation.

Delivery time is normally one working day from the time the order is received for mainland UK and the Isle of Wight. Customers may track their parcels on dhl.co.uk using the tracking code provided in the order confirmation e-mail.

\*\*The prices of the items displayed do not include shipping costs, which will be added to the total amount of the order and clearly detailed on the delivery page and when confirming the order and proceeding to payment.

The charges shall exclusively be borne by the customer.

The charges will be applied if:

- The basket contains at least one flash sale item;
- The basket contains one or more items that aren't part of a flash sale;

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## Exchanges, returns and refunds

### Right of withdrawal

#### Conditions

You have the right to withdraw from this contract without giving any reason within a period of fourteen days from the receipt of the product. To exercise the right of withdrawal, you must notify us of your decision to withdraw from this contract by means of an unambiguous declaration (by a letter sent by post or by email, for example). You can use the withdrawal form but it is not obligatory. To comply with the withdrawal period, all you need to do is to send your communication concerning the right of withdrawal before the withdrawal period expires.

#### Effects of withdrawal

You must return the item without undue delay and, in any event, no later than fourteen days after you have told us of your decision to withdraw from this contract by using the return label at your disposal. This period is considered to have been complied with if you return the item before the end of the fourteen-day period.

We will pay for the cost of returning the item.

Your liability is only incurred if there is any depreciation in value of the item caused by any handling other than that which is necessary to establish the nature, characteristics and proper functioning of the item.

#### Model withdrawal form

For the attention of SARENZA S.A., 27-29 rue de Choiseul, 75002 Paris - FRANCE.

I/We (1) notify you by means of this letter of my/our (1) withdrawal from the contract concerning the sale of the item (1)/the performance of the service (1) below.

Ordered on (1)/received on (1)

Name of customer(s)

Address of customer(s)

Signature of customer(s) (only when sending a paper copy of this form)

Date

(1) Delete as appropriate.

### **100-day returns**

On Sarenza.co.uk, the Customer has 100 days from the date of shipment of the items to return the items, subject to compliance with the conditions set out in the paragraphs below. This right of return within 100 days does not affect your rights and legal guarantees.

#### **Terms of exchanges and returns for refunds**

The returned item(s) must be new, unused and perfectly intact, in the original box.

Any exchanges or returns must be the subject of an exchange request or a return request via the " Account" section on [www.Sarenza.co.uk](http://www.Sarenza.co.uk).

The Customer may make a single request for a return or an exchange online per order on [www.Sarenza.co.uk](http://www.Sarenza.co.uk).

If the Customer's order contains several items and he or she wishes to return more than one item, he or she will choose all the items he or she wishes to exchange or to be refunded when making this return request.

The Customer will have to confirm his or her return via Collect+ to return his or her parcel for free (return costs covered by Sarenza.co.uk) on [www.Sarenza.co.uk](http://www.Sarenza.co.uk). The Customer will then obtain a return label to print.

If the Customer were to return items by a mode of transport not approved by Sarenza.co.uk at his or her own cost, he or she would not be able to claim a refund from Sarenza.co.uk.

If the Customer wishes to return items from different orders, he or she must separate said items into different packages when returning them. Any return of items from different orders which do not comply with this condition cannot be processed within the time frame given in our Terms and Conditions.

#### **Condition of items**

All returned items (shoes, original packaging, accessories, instructions, etc.) must be returned perfectly intact.

Upon receipt of the package, Sarenza.co.uk will judge the condition of the returned merchandise. No return will be accepted if the returned items have been visibly used or damaged by the Customer and if such use or damage renders the items unfit for sale. If Sarenza.co.uk refuses the returned items, the items will then be sent back to the Customer at Sarenza.co.uk's expense, without the Customer being able to demand any compensation or right to refund, with the exception of the Customer subsequently exercising his or warranty rights with regards to the sold goods.

In the event of an exchange, if the returned items have been visibly used or damaged by the Customer and if such use or damage renders them unfit for sale, Sarenza.co.uk reserves the right to recover any debts from the Customer.

### **Refunds**

In the event of your withdrawal from this contract, we will refund all payments received from you (with the exception of additional charges caused by you having chosen, if applicable, a delivery method other than the cheapest standard delivery we offer) without undue delay and, in any case, no later than fourteen days from the day we are informed of your decision to withdraw from this contract. We may defer the refund until we have received the item or until you have provided proof of shipment of the item, whichever occurs first. We will process the refund using the same means of payment which you used for the original transaction, unless you expressly agree otherwise; in any case, this refund will not entail any additional costs for you. No cash refund will be given by Sarenza.co.uk in the event of the return of one or more items paid for with a gift card. The corresponding card will be automatically credited with the corresponding amount by the relevant partner.

#### **Refunds with Collect +**

If the Customer has left his or her package in a Collect + store, using the return label provided for this purpose, Sarenza.co.uk agrees to refund the Customer as soon as the carrier has received delivery of the package. This express refund is processed by scanning the barcode on the return label.

In the event of receiving a return package the content of which does not comply with the return request or the items of which do not comply with the return conditions mentioned above, Sarenza.co.uk reserves the right to recover any debts from the Customer.

### **Exceptions**

For hygiene and safety reasons, the Customer cannot exercise his or her right of withdrawal for the following items:

- Nail varnish;
- Socks; tights; trainer socks;
- Underwear including bras, boxers, etc.
- Cleaning products: aerosols, etc.

Sarenza.co.uk reserves the right to change this list.

### **Shipping orders for exchanges**

If the Customer has chosen to send us his or her return parcel via a Collect + store, the order with his or her exchanged item(s) will be shipped within 48 hours of receiving the returned items.

If the total amount of the Customer's exchanged order is higher than the total amount of his or her initial order, the Customer will be able to pay the difference online by credit card or PayPal. The shipment of the Customer's exchanged order is dependent on this payment being approved.

If the total amount of the Customer's exchanged order is less than the total amount of the initial order, Sarenza.co.uk will refund the difference within 5 days of receiving the package at its warehouse.

The Customer must keep the proof of postage for the parcel which will be given to him or her by Collect +. If the package is lost, no order will be released, exchanged or refunded without this proof of postage.

The Customer has a period of 30 working days from the date of postage of his or her return package to make any claim relating to the return.

No claim will be accepted after this time.

The Customer must send his or her complaint by email via the contact form on the Sarenza.co.uk Customer Service page or by post to the following address: Sarenza, Service Client UK, 27-29 rue de Choiseul, 75002 Paris, FRANCE.

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## Payment

Customers may pay for their purchases with a debit/credit card (Visa or Mastercard) or via PayPal. The payment will be confirmed upon receipt of any additional information requested (in case of payment by debit or credit card that requires further verification).

Sarenza.co.uk reserves the right to verify the personal information given by the customer and to adopt any measures deemed necessary to ensure that the person whose bank account is being debited is the same person who placed the order. This is to prevent any fraudulent payments. This verification may take the form of a request for proof of identity and/or address and/or bank documents (BBAN or void cheque). If the customer fails to respond to such a request within two days of the request made by Sarenza.co.uk, the order in question will be automatically cancelled, with no option to make a subsequent complaint.

Sarenza.co.uk is also entitled to directly cancel an order that presents one or more risk factors of fraudulent bank card use.

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## Exclusive item sales

Sarenza.co.uk organises exclusive item sales on its website, [www.sarenza.co.uk](http://www.sarenza.co.uk). These reductions cannot be combined with any other offers and are automatically applied to the customer's basket. Procedures for ordering, payment of items, delivery and returns are still as described in these Terms and Conditions.

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## Customer service

Should the customer require any information or have any questions, the Sarenza.co.uk customer service team may be contacted by telephone from Monday to Friday between 9am and 12pm and between 1pm and 5pm (GMT) at 0161 250 0820 or by email at [customerservice@sarenza.com](mailto:customerservice@sarenza.com)

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## Liability

Sarenza.co.uk has an obligation only to use its best endeavours throughout all the stages regarding accessing the site, the ordering process, delivery, customer service or after-sale service. Sarenza.co.uk cannot be held liable for any damages or inconveniences inherent to using the Internet network, specifically a disruption of services, an external intrusion or computer viruses, or for any event considered to be force majeure, as established by case law.

Sarenza.co.uk may not be held liable for a Customer's misuse and / or intensive use of items. Sarenza.co.uk may not be held liable for the return of a competitor's product and / or a product not sold on Sarenza.co.uk. It is the responsibility of the Customer to return the correct item. Consequently, Sarenza.co.uk will not refund any item returned to Sarenza in error.

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## Intellectual property

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## Gift cards

### Purchasing a gift card

The customer may purchase one or multiple gift cards on the website [www.sarenza.co.uk](http://www.sarenza.co.uk). These gift cards may be used exclusively on the [www.sarenza.co.uk](http://www.sarenza.co.uk) website.

Gift cards may not be purchased using a promotional code.

Gift cards may be paid for only with credit card or Paypal.

At the moment when the gift card is created, the customer must enter the recipient's e-mail address. This e-mail address may not be modified.

In case of error when entering the recipient's e-mail address, the customer sending the card may request a complete or partial cancellation of the order. The amount corresponding to the cancelled gift card(s) will be reimbursed via the same payment method used to place the order.

This cancellation request may be made within a maximum period of three months from the date the gift card is issued.

No cancellation requests will be granted if the recipient has already activated the gift card. A gift card is considered activated once its value has been credited to the recipient as a voucher.

Sarenza takes no responsibility in case of an error with the gift card recipient's e-mail address.

The gift card is valid for one year from the date it is sent to the recipient. The card may not be exchanged for cash.

If the gift card has not been activated one year after the date it is sent to the recipient, then the corresponding amount will be considered forfeited by the recipient.

Sarenza reserves the right to cancel any gift card order, gift voucher, or order placed with a gift voucher in the case of suspected fraud.

## **Gift card activation--transformation into a gift voucher**

The gift card recipient will receive an e-mail containing a unique activation link. He/she must click on this link to log in at [www.sarenza.co.uk](http://www.sarenza.co.uk) if he/she already has a Sarenza account, or to create a Sarenza account in order to activate the gift card.

Activating a gift card will result in the corresponding amount becoming available to the recipient in the form of a gift voucher.

This gift voucher will be available in the recipient's Sarenza account and will be offered in his or her order basket upon order validation.

This gift voucher will be valid for one year from the date the gift card is sent. It is not divisible or refundable and may not be exchanged for cash.

In case of the return of an item paid for by a gift voucher, Sarenza will reimburse the monetary amount spent, if any, then reactivate the gift voucher with the corresponding amount spent from the gift voucher.

By activating the gift card, the recipient accepts our privacy protection policy.

### **Give a gift card**

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## **Accessory Offer**

Sarenza.co.uk is implementing a special sale term on the website: for any pair of shoes and one or more accessories purchased, a 10% discount will be applied on the accessories. The discount will be displayed automatically in the customer's basket.

This offer can be used in conjunction with the sale and any current promotion. Only the following accessories are included in the offer: belts, shoehorns, boot jacks, socks, tights, soles, shoe care products, foot care and beauty products.

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## **Complaints handling procedure**

chanb Complaints sent to [Sarenza.co.uk](http://www.sarenza.co.uk) will be processed as quickly as possible and will receive a response acknowledging receipt thereof within 14 days of the date of receipt.

Since 15 February 2016, the European Commission's Online Dispute Resolution platform has been open to the public. Any consumer who has a dispute with a company situated in the European Union can file a request for mediation using the European platform. You can also consult the European Commission website dedicated to consumer mediation: [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/odr/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/odr/index_en.htm).