

BEAUTE PRESTIGE INTERNATIONAL – VIRTUAL SHOPPING SERVICE TERMS AND CONDITIONS

Applicable from 8 March 2021

These general terms and conditions of sale (the “T&Cs”) constitute a contract between (a) SHISEIDO UK LTD trading as Beaute Prestige International, the exclusive distributor of certain cosmetics and fragrance brands in the United Kingdom (“BPI”) and (b) any natural person (the “Client” or “you”) wishing to purchase from the selection of branded cosmetics and fragrances (the “Product(s)”) via a virtual shopping service available via their [brand page here](#) (a “Virtual Shopping Service”)

SHISEIDO UK is a Limited Company with Registered in London under number: 2797273 - VAT number: GB625996884, with headquarters located 10th Floor, The Adelphi 1-11 John Adam Street, London WC2N 6HT - UNITED KINGDOM

Email: stock.bicester@emea.shiseido.com

Phone: 01865955855

Operating hours may vary, please see their [brand page here](#) for more details.

Throughout these T&Cs, the Client and BPI are referred to jointly as the “Parties”, and individually as a “Party”. Please read these T&Cs carefully before you use the Virtual Shopping Service to place an order for a Product. By using the Virtual Shopping Service to purchase any Product, you confirm that you accept these T&Cs, and agree to comply with them. If you do not agree to these T&Cs you must not use the Virtual Shopping Service to purchase any Product. If you have any questions about these T&Cs, contact us at stock.bicester@emea.shiseido.com.

Please note that the Products are sold through a selective retail network and are solely destined for the Client’s own personal use. BPI will be entitled to refuse any order that does not clearly correspond to a retail sale. Moreover, you may not order more than ten (10) Products with the same reference. Orders exceeding the abovementioned quantity will not be authorised.

You may record or print out these T&Cs, provided that you do not modify them.

Any special requests made by you in relation to any order are always subject to BPI's prior written agreement. Any terms which you may provide or attach to any order shall have no effect unless agreed in writing by BPI.

CLAUSE 1: SUBJECT-MATTER

These T&Cs set out the terms and conditions governing the Virtual Shopping Service and the delivery of the Products by BPI to you, as well as the steps that must be taken to place an order.

CLAUSE 2: PRODUCTS

2.1. DESCRIPTION OF THE PRODUCTS

The Products available to purchase via the Virtual Shopping Service and their detailed descriptions will be provided to you by the beauty advisor by via video link, by email or by telephone.

The products are sold on a “as is” basis with respect to the external packaging. This does not affect the condition of the product itself.

BPI shall use its reasonable endeavours to ensure that the visual depictions of the Products shown virtually or provided via email constitute faithful reproductions of the original Products. Nevertheless, as BPI does not have control over the colour rendering properties your computer hardware and software, BPI cannot be held liable for any inaccuracy of the picture quality featured via your Virtual Shopping Service.

If you have any questions or require any advice concerning the Products and their use you may contact our Customer Service unit:

- by sending an e-mail to stock.bicester@emea.shiseido.com

- by telephone on 01865955855

2.2 AVAILABILITY OF THE PRODUCTS

BPI shall use its reasonable endeavours to report any permanent or temporary unavailability of its Products via email to you at the time when you place your order.

CLAUSE 3: PRICES

The prices of the Products are firm and are quoted in pounds sterling. The applicable prices shall be those that are communicated to you during your Virtual Shopping Service at the time and via email when you place your order.

Prices for Products are quoted inclusive of VAT and taxes at the current rates and are correct at the time of your Virtual Shopping Service.

Delivery costs (including taxes and levies linked to the delivery) shall be communicated in the order summary prior to final approval and purchase by you. All costs are further set out in the order confirmation e-mail sent to you following purchase.

Should you use a bank card tied to an account denominated in a currency other than pounds sterling, your bank may charge currency conversion costs and bank costs, which must be borne by you in full. Should you decide to return the Products, these costs shall not be refunded.

Prices charged will normally be verified as part of the order confirmation. In case of an error in the price quoted for the Products at the time of the order, where a Product's correct price is less than the quoted price, you will be charged the lower amount. If a Product's correct price is higher than the quoted price, we shall contact you to give you the option to either maintain your order while paying the right price, or to cancel your order.

CLAUSE 4: ORDERS

4.1. PLACING AN ORDER

When placing an order, Clients are guided to follow a series of straight-forward instructions:

1. To place an order, you must be at least 16 years-old, have the legal capacity to be bound by these T&Cs and hold a payment method as defined in clause 5.1 below.
2. Contact the store directly via the Virtual Shopping Service available via their brand page to arrange a virtual appointment.
3. During your virtual appointment, you will have an opportunity to view and select the Products you wish to purchase (subject to stock availability). The beauty advisor will then take your contact details including an email address and will send an order confirmation email for your review and for you to decide whether you wish to proceed with the purchase of the Products.

You may change your mind, modify your order, cancel it or add further Products at any point in time during the ordering process, until you confirm your order and pay for it.

8. On review of the order confirmation email, you shall be prompted: - to pay for your order by clicking on the payment link provided in the email. You will then be directed to the secure payment platform called AYDEN. Before clicking proceeding with payment, you are prompted to read and accept these T&Cs by ticking the appropriate box. Once you insert our payment details, the Order will be confirmed and you should receive an email order confirmation.

The sale shall be final (subject to your right to withdraw in keeping with the terms of clause 5 of these T&Cs and your statutory rights).

4.2. ORDER CONFIRMATION

Once the order has been confirmed and the payment has been approved as explained in clause 5 below, an e-mail confirming the order shall be sent to you (the "Order Confirmation").

4.3 EVIDENCE OF THE ORDER

You are advised to print out and keep their Order Confirmation for your records.

If necessary, you may request the electronic contract formed between them and BPI. To do so, they should contact our Customer Service unit on the details above, stating their contact details and the order number.

In general, BPI recommends that you keep a copy of all the e-mails concerning their orders. E-mails shall be sent to the e-mail address provided by you. BPI shall not be liable in case of a typing error in the e-mail address provided by the Client resulting in the Order Confirmation e-mail not being received.

Moreover, BPI shall keep the information concerning any order for a period of 7 years, said information being made available to you upon receipt of your request sent to stock.bicester@emea.shiseido.com.

CLAUSE 5: PAYMENT

5.1. METHOD AND MEANS OF PAYMENT

Payment must be made via the link provided in your order review email immediately at the time of placing the order, in pounds sterling and by bank card only (Visa, MasterCard, American Express). Any other method of payment shall not be accepted.

You hereby warrant to BPI that you hold all the requisite authorisations to use your chosen method of payment at the time of the approval of your order.

BPI shall have the right to cancel an order which has not been paid in full and the Client shall be informed of this by e-mail.

5.2 SECURE TRANSACTIONS

5.2.1 The order transaction shall be performed in keeping with all applicable banking security standards.

The Client's bank card shall then be debited after checking that their order meets all the terms of these T&Cs, and that the item(s) ordered are available, at the time when they are dispatched.

5.2.2 BPI uses a secure payment platform called ADYEN.

As part of the ongoing campaign against fraud over the Internet, information concerning a Client's order may be transmitted to any third party that is duly empowered by law to check the identity of the Client, the validity of the order, the payment method used and the planned delivery.

Pursuant to these checks, BPI reserves the right to request a photocopy of the identity card of the Client and/or proof of address, in order to check the identity of the holder of the card used for payment. Clients shall have a right to access, object, amend and delete their personal data that is held by BPI. Clients shall also have a right to restriction of the processing and data portability. To learn more about these rights and how to exercise them, please read our [Privacy Policy](#)

Should the Client not respond to BPI's request for additional information within fifteen (15) days, the credit card order shall immediately be cancelled, and the bank account that was debited at the time of placing the order shall be refunded as soon as possible.

CLAUSE 6: DELIVERY AND RECEIPT

6.1. DELIVERY TERMS AND COSTS

The Products that are ordered may only be delivered to United Kingdom.

Once the order has been prepared, it will be dispatched to the postal address provided by the Client upon placing the order.

The Product(s) ordered by the Client shall be delivered to the delivery address indicated in the order confirmation e-mail.

Delivery costs and timescales as of the dispatching of the order will be communicated prior to an order being placed.

Delivery is free for orders for £75 or above. Orders eligible to free delivery will be sent by special delivery.

Given that the orders are delivered by a third party service provider, BPI hereby disclaims, to the fullest extent permitted by law, all liability for the delayed performance or the improper performance of this obligation if this arises from the Client's own fault or from the unpredictable or impossible to prevent acts of a third party to the contract or from force majeure.

In any event, the order must be delivered within thirty (30) days following the day after that on which the Client placed their order, subject to full payment of the price.

Should the order not have been delivered within this timeframe, the Client shall have the right to cancel their order in keeping with the terms of clause 7.3 below. The moneys paid by the Client shall then be refunded.

6.2 LATE DELIVERY

The Clients must inform BPI about any delay in the delivery of their orders you are aware of as soon as possible by contacting the Customer Service team on the details provided above in order to enable BPI to take the requisite steps with the postal or courier services involved.

Should BPI fail to deliver the Products within a reasonable period following the Client's email and at the latest thirty (30) days after the order, the Client may cancel his/her order by contacting the Customer Service on the details above.

Once a Client has exercised their cancellation right, BPI shall refund the price of the order to the bank card or account that was used to place the order, as soon as possible and in any event within 14 (fourteen) days following receipt of the Client's request for cancellation.

No partial deliveries shall be performed.

6.3 RECEIPT OF THE PRODUCTS

Each delivery shall be deemed to have been performed once the Client or a third party designated by the Client has taken physical possession of the Product(s), with signature of the delivery note where available.

It is the Client’s responsibility to check that the Products that are delivered comply with the order and are in good condition when they are received.

In case of damaged or missing items, Clients must promptly notify the carrier, on the carrier’s form where available and providing a reasonable level of detail. In any case, the Client shall also contact the Customer Service team on the details above without undue delay.

CLAUSE 7: RIGHT TO WITHDRAW AND RETURN POLICY

7.1. STATUTORY RIGHT TO WITHDRAW

The Client has a cooling off period at any time before the order is delivered and up to fourteen (14) days afterwards, during which they may return any Product(s) ordered.

Clients have a legal obligation to take reasonable care of the Product(s) while in their possession. If a Client fails to comply with this obligation, we may have a right to deduct the cost of any deterioration (due, for example, to the Client having used the Product(s)), up to the price of the Product(s), from the refund to which the Client is otherwise entitled. The Product(s) must be sent back in the same condition in which the Client receives them (which does not interfere with Clients' right to take any reasonable steps to examine the Product(s) and make sure they conform to the order) according to the return procedure described in clause 7.3 below or together with the withdrawal form shown below or a clear indication informing BPI that you want to return the Products, to the following address: stock.bicester@emea.shiseido.com.

Products must be returned according to the procedure described in clause 7.3 below.

However, in accordance with applicable laws, we do not accept returns and refunds of Product(s) if the Product(s) were personalised on request, or if the Product(s) have been opened / unsealed by the Client and cannot be returned for reasons of hygiene (which is notably the case for cosmetics).

WITHDRAWAL FORM

A consumer wishing to withdraw from the contract should fill in the following form and return it together with the order number by email to stock.bicester@emea.shiseido.com:

I/we (*) hereby give notice that I/we* cancel my/our* contract covering the sale of the following Products(*) (*):

.....
.....

Ordered on (*) / received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in case of notification of this form in hard-copy form):

Date:

(*) Cross out as appropriate.

Subject to compliance with the return procedure described herein, BPI undertakes to refund all the moneys paid by the Client, including the standard delivery costs.

7.2 COST OF RETURNING THE PRODUCTS

The cost of returning the Products shall be borne by the Client, save where the Products that were delivered do not comply with the order (in which case these costs shall be borne by BPI).

7.3 THE RETURNS AND REFUND PROCESS

In order to return a Product the Client must follow the following steps.

STEP 1 – Contact Customer Service on the details above.

STEP 2 – Return the Product(s):

You can initiate a return request up to 14 working days after receiving the Products and ask for a refund. The money shall be refunded through the same payment method as the one used for the order. You must return the Products in their original condition within 14 days.

Please follow the following steps in order to return BPI Products:

1. Make a return request by emailing stock.bicester@emea.shiseido.com with the completed Withdrawal Form.
2. Arrange for the return of the Products you wish to return in their original packaging where possible, or otherwise other suitable packaging and ensure that the parcel is correctly sealed. Please refer to your transport carriers terms and conditions in respect to certain hazardous items i.e. fragrances and how these should be labelled.
3. Please ensure that you obtain proof of sending when you return the Products to us. We recommend that you keep your proof of sending to cover for the unlikely event that we do not receive the returned parcel. We cannot accept any liability for Products being returned that are lost in transit. You are advised to take out enough postal/carriage insurance to cover the value of the contents. Please save your proof of posting/despatch and tracking information until your refund has been processed.

If the Products are not eligible for return, we shall be under no obligation to accept the returned Products nor to issue you any refund. We shall not be liable for any delivery costs in returning the Products to you if we reject them. If you would like the Products returned to you when we cannot accept a return, you must organise the collection and delivery of the Product(s) to your address at your expense within 28 days, or we shall not be under any obligation to keep the Products for you.

STEP 3 – Processing of the refund

Moneys will be refunded using the same method originally used by you to pay for your purchase and within fourteen (14) days maximum following our receipt of the returned Products or, if earlier, following the day on which we receive evidence that you have returned the Product(s) to us, provided that you shall have returned the Products in their original condition in due time.

You will be refunded the price paid in full (subject to any deduction they are entitled to make due to your use of or damage to the Product(s) as set out above), including the cost of standard delivery. However, you will not be refunded your cost of returning the Product(s) (. If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

You shall receive a notification from our Customer Service team by e-mail informing you about the completion of your refund.

Our returns policy only applies to purchases made online on the Site. We are not able to accept returns of Products bought in a partner store.

We do not exclude or limit any warranty implied by law that it would be unlawful to exclude or limit.

CLAUSE 8: LIABILITY IN RELATION TO THE VIRTUAL PERSONAL SHOPPING APPOINTMENT

BPI hereby disclaims liability for any inconvenience or damage arising from the Client's use of the Internet network, such as breakdowns of the service, external intrusions or the presence of computer viruses and unavailability of the Virtual Personal Shopping Appointment due to maintenance operations, technical failures, force majeure events or any other circumstance beyond BPI's control.

BPI shall not be liable for non-material mistakes.

BPI shall not be liable if the customer service is unavailable due to events beyond BPI's control, including in case of a technical failure, interruption of the telephone or internet networks, equipment failure etc.

We are responsible to you for foreseeable loss and damage caused by us. Loss or damage may be foreseeable if it is obvious that it will happen. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the products. We are not liable for business losses. We only supply the products for domestic and private use.

CLAUSE 9: CAPACITY

All Clients must be at least 16 years old and have the capacity to be bound by these T&Cs to place an order via a Virtual Shopping Service.

CLAUSE 10: PRIVACY

BPI's Privacy Policy, forms part of these T&Cs. [Click here to read](#). The Privacy Policy describes how BPI processes the Client's personal data it collects or which the Client provides when placing an order via a Virtual Shopping Service.

CLAUSE 11: FORCE MAJEURE

BPI shall be under no liability for any delay or failure to deliver Products if the delay or failure is wholly or partly caused by circumstances beyond our control.

CLAUSE 12: SEVERABILITY

Should one or more of the provisions of these T&Cs be considered invalid or be declared as such in application of a law or a regulation, or pursuant to a final ruling by a court or authority that has jurisdiction, the other provisions shall remain fully valid.

CLAUSE 13: LACK OF AN IMPLIED WAIVER

If either you or we do not enforce any part of these T&Cs, that party is not prevented from enforcing that part of these T&Cs at any other time.

CLAUSE 14: HEADINGS

In case of differences of interpretation between any of the titles of the clauses and any of the actual terms of these T&Cs, the titles shall be deemed to be null and void.

CLAUSE 15: MAKING CHANGES TO THESE T&CS

BPI shall be entitled to modify these T&Cs at any point in time. However, the applicable T&Cs are those accepted by the Client at the time of placing the order.

CLAUSE 16: INTEGRAL NATURE OF THIS AGREEMENT

These T&Cs and the order summary sent to the Client shall form a contractual whole comprising the entire agreement between the Parties.

CLAUSE 17: LANGUAGE

These T&Cs of the Virtual Shopping Service are hereby drawn up in English.

CLAUSE 18: APPLICABLE LAW – SETTLEMENT OF DISPUTES

These T&Cs shall be governed by English law.

The Client agrees that any dispute between you and us regarding these T&Cs or any order will only be dealt with by the English courts.