



# TERMS AND CONDITIONS

VERSION 1.0

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## Mireya Design Terms & Conditions

### 1. Who we are and how to contact us:

- **1.1 Who we are.** We are Mireya Design - a small, family-owned business, based in England, United Kingdom. We are proud to be part of Mireya Group Ltd. Company registration no. 14768413. Registered in England and Wales. You can find out more about us at [www.mireyadesign.com/about-us](http://www.mireyadesign.com/about-us)
- **1.2 How to contact us.** The best way to contact us is via email to [contact@mireyadesign.com](mailto:contact@mireyadesign.com)  
You can find more ways to contact us by visiting our website at [www.mireyadesign.com/contact](http://www.mireyadesign.com/contact)
- **1.3 How we may contact you.** If we must contact you, we will send an email to the email address that you provided to us in your order details. We may also use our social media platforms to engage with our customers.

### 2. Placing an order:

- **2.1 How you can place an order.** Orders can be placed through our website: [www.mireyadesign.com](http://www.mireyadesign.com)  
Once you've added the product(s) you'd like to your basket, you'll go through our checkout procedure where you'll need to enter your contact details, delivery address, billing address and payment information. Please double check your order (e.g. the product(s), size(s), colour(s), delivery address and billing information) before clicking the "place order" button.
- **2.2 Acceptance of your order.** Your order is an offer from you to us to buy the product(s) in your basket. Our official acceptance of your order takes place when we email you to confirm we've accepted your order. It's at this point that a contract will come into existence between you and us. When we accept your order, we'll also confirm your order number. If you need to contact us about your order, you should quote this number.
- **2.3 Age restrictions on placing orders.** Upon purchase of age restricted goods (including but not limited to: knives, alcohol, electronic cigarettes) you agree to the terms and conditions of this website and confirm that you are at least 18 years of age. We reserve the right to cancel the order if proof of age cannot be provided upon request.

### 3. Our rights to cancel your order:

- **3.1 If we cannot fulfil your order.** In the unlikely event that we're unable to fulfil your order (e.g. because the product is out of stock, we haven't been able to verify the billing information you've provided, or you have requested delivery to a country that we do not currently ship to), we'll let you know by email and we won't charge you for your order. If you have



already been charged, you will be refunded to the original payment method.

- **3.2 Unusual or suspicious activity.** We provide our products for your personal use only. We may cancel an order if we notice something unusual or suspect that our products are being exploited for any commercial, business or re-sale purpose. If this happens to you and you think we've made a mistake, please get in touch with our customer service team.
- **3.3 Suspending the supply of products.** We may have to suspend the supply of a product to you to:
  - 3.3.1 deal with technical problems or make minor technical changes;
  - 3.3.2 update the product to reflect changes in relevant laws and regulatory requirements; and/or
  - 3.3.3 make changes to the product as notified by us to you.
- **3.4 Failure to supply us with the correct information.**
  - 3.4.1 If you do not, within 14 days of us asking for it, provide us with information that is necessary for us to provide you with the products, for example, the delivery address or billing information.
  - 3.4.2 If we cancel your order because of the situations set out in clause 3.4.1, we will refund any money you have paid to us for products we have not provided.
  - 3.4.3 If your order is delivered to the wrong address, due to an error on your behalf when supplying us with your delivery address, we are not liable for the cost of your order and you will not be entitled to a refund.
  - 3.4.4 If your order is delivered to a neighbour and you are unable to receive your order from them, we are not liable for the cost of your order and you will not be entitled to a refund.
  - 3.4.5 If no one is available to take delivery and the products cannot be posted through your letterbox, the courier will notify you of the delivery attempt and tell you how to rearrange delivery or collection of the products. If the products are stored by the courier for a prolonged period of time and you fail to collect it, the courier may choose to redeliver the products back to us. In this case, we are not liable for the cost of your order or any delivery costs and you will not be entitled to a refund.

#### **4. Our Products:**

- **4.1 What we provide.** We provide a wide range of products, including but not limited to: home goods, arts and crafts, clothing, toys, party supplies, jewellery, travel accessories, pet accessories and phone accessories.
- **4.2 Descriptions of our products.** The pictures of our products (and packaging) on our website are for illustrative purposes only. Please note, some of our product pictures may be edited to enhance the image or to



digitally impose an example of personalisation onto the product. We work to ensure that colours are displayed accurately, but we can't guarantee that a device's display of the colours exactly reflects those of our products.

## 5. Delivery Information:

- **5.1 Delivery destinations.** You can find information about our delivery destinations here: <https://www.mireyadesign.com/deliveryinformation>
- **5.2 Delivery costs.** All the information about our delivery charges can be found here: <https://www.mireyadesign.com/deliveryinformation>
- **5.3 Additional charges.** Any customs, duties or additional charges which apply to your order (if your order is delivered outside of the UK, for instance) will be your responsibility and are not included in the delivery costs.
- **5.4 When we will provide the products.** When we deliver the products to you will depend on the delivery method you select during the order process, please refer to our delivery timings here: <https://www.mireyadesign.com/deliveryinformation>

If you are buying products during promotional periods or during UK national holidays, it may take a little longer for our products to be delivered to you.

- **5.5 We are not responsible for delays outside of our control.** If delivery of your order is delayed by an event outside our control (e.g. because of postal/courier delays, logistics or bad weather), we'll let you know as soon as possible. If there is a risk of substantial delay, you can contact us to cancel your order and we'll refund you for any products you've paid for but not received.
- **5.6 If you are not available when the product is delivered.** If no one is able to take delivery and the products cannot be posted through your letterbox, the courier will notify you of the delivery attempt and tell you how to rearrange delivery or collection of the products. 3 separate delivery attempts will be made before your order is returned to us. Please note, we will not be able to offer refunds until the order has been returned to us.

## 6. Returns and refunds:

- **6.1 Returns policy.**
  - 6.1.0 Our Returns & Refunds Policy can be viewed here: <https://www.mireyadesign.com/returnsandrefunds>
  - 6.1.1 Products must be returned within 30 days of receiving your order.
  - 6.1.2 Products must be unworn and unwashed with all tags still attached.
  - 6.1.3 Underwear, swimwear and socks can't be returned unless they are still sealed in their original packaging. This is due to hygiene reasons.
  - 6.1.4 We only offer refunds onto the original payment method used to make the order.



- 6.1.5 Orders placed separately cannot be returned as one. Combining orders will slow down the refund process.
- **6.2 Refunds policy.**
  - 6.2.1 We only offer refunds in exceptional circumstances such as an error on our behalf or if the product(s) you ordered arrived faulty or damaged.
  - 6.2.2 You cannot request a refund if you are unhappy with the quality, fit, or colour of your order.
  - 6.2.3 Underwear, swimwear and socks can't be returned unless they are still sealed in their original packaging. This is due to hygiene reasons.
  - 6.2.4 We only offer refunds onto the original payment method used to make the order.
  - 6.2.5 Orders placed separately cannot be refunded as one. Combining orders will slow down the refund process.

- **6.3 How and when we will refund you.**

We will refund you the price you paid for the products (including delivery costs where applicable) by the method you used for payment. For purchases made by part-card and part-gift card, the refund will be applied to the gift card first. If you used a discount code to buy the product, the amount refunded will be reduced to take into account the benefit of any discount which you received when buying the product. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your refund payment will be made within 5 working days from the day that we receive the order back from you. Please note refunds take 3 - 5 working days to clear from the point of processing.

- **6.4 Cancellations**

If you wish to cancel an order, please contact our customer services team as soon as possible via email at [contact@mireyadesign.com](mailto:contact@mireyadesign.com). If your goods have been dispatched before your cancellation request, you will be liable for the costs of returning the unwanted items to us. Upon receipt of the unwanted items, we will then refund you the order value minus any postage costs that we have already incurred. Your refund payment will be made within 5 working days from the day that we receive the order back from you. Please note refunds take 3 - 5 working days to clear from the point of processing.

This return policy does not affect your statutory rights.

## **7. Prices and payment:**

- **7.1 Where to find the price for the product.** The accurate price of the product (which includes VAT) will be the price indicated on our website at the time when you placed your order. We take care to ensure that the price of the product advised to you is correct. However, please see clause 8.4 for what happens if we discover an error in the price of the product you order.
- **7.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product,



we'll adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

- **7.3 We may change the price of our products.** Sometimes we need to make changes to the price of some of our products. When this happens, we'll update the prices on our website. If you placed your order for a product before the price change, the price will be as stated on our website at the time when you placed your order.
- **7.4 What happens if we get the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, if the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.
- **7.5 When you must pay and how you must pay.** We accept payment by Visa, Mastercard, American Express and PayPal. We will not charge you until we dispatch the products to you, although the price payable by you for the products may appear as pending transactions against the payment method you use.

## 8. Our responsibility for loss or damage:

- **8.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- **8.2 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; for breach of your legal rights in relation to the products (including the right to receive products which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care); and for defective products under the Consumer Protection Act 1987.
- **8.3 We are not liable for business losses.** We only supply the products for private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



## 9. Other Important Terms & Conditions:

- **9.1 We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within seven days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- **9.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- **9.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- **9.4 We may change these terms at any time.** We may make changes to these terms at any time to reflect changes in the law or for any other reason. The most up-to-date version of our terms will always be displayed on our website so please have a look before placing an order for our products to ensure you know about any changes which may have been made since your last visit to our website.
- **9.5 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **9.6 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- **9.7 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- **9.8 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. For sales placed through online marketplaces such as Amazon, eBay and Etsy, this service is automatically provided. If you are not happy with how we have handled any complaint, you are within your right to seek an alternative dispute resolution.

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