

# TERMS AND CONDITIONS

To get you started, please read the following important information:

- Fabletics offers an optional, flexible membership programme. It's free to register for an account, and there's no obligation to purchase.
- You may purchase products at regular prices as a Guest member, or choose to become a VIP Member to receive exclusive VIP Members-only pricing and other perks.
- You become a VIP Member when you checkout using the VIP option. As a VIP Member:
  - You'll receive a handpicked monthly selection of looks at VIP Members-only pricing starting from £44 per outfit, along with other perks.
  - It's your responsibility to sign into your account and either shop or "skip the month" by the 5th of the month. **If you shop or skip you won't be charged for a member credit that month. If you don't take action between the 1st and 5th of the month, you'll be charged £44 for a member credit on the 6th.** You may use your credits at any time to shop on the website.
  - If you're not completely satisfied with your VIP membership you may cancel it at any time.
- We only sell to individuals, not to traders or businesses.
- You have a statutory right to withdraw from any purchase for a full refund within 14 days. In addition, we offer a 30-day period for exchanges or return for credit.

Please note the information above is provided for your convenience only. It doesn't alter or replace our terms and conditions, below, which we encourage you to read carefully.

# TERMS AND CONDITIONS

Welcome to Fabletics! This page, together with the materials referred to on it, explains the terms and conditions that apply to:

- your use of the website [www.fabletics.co.uk](http://www.fabletics.co.uk) ("Site");
- your registration as a user of the Site;
- our supply and your purchase, as either a guest or VIP Member (see clause 5), of products offered for sale on the Site ("Products"); and
- your ongoing obligations as a VIP Member.

Please read these terms and conditions carefully before using the Site. By using the Site you agree to be bound by them. If you don't expressly accept these terms and conditions, you won't be able to

register as a Site user, purchase Products or become a VIP Member.

You should » [print](#) or » [download](#) a copy of these terms and conditions and the accompanying information about your withdrawal rights for future reference.

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## 1. ABOUT US

### 1.1

We operate the Site. We are JustFab (UK) Ltd, a company registered in England and Wales under company number 08097376 and with our registered office at 38 St Martin's Lane, London, WC2N 4ER (“we”, “us” or “Fabletics”).

### 1.2

We will perform our obligations under these terms and conditions with reasonable skill and care. We place great value on your satisfaction. You may contact us in writing at the address above, by sending an email to [support@fabletics.co.uk](mailto:support@fabletics.co.uk), or by calling us on 020 3695 3831 (local rate).

## 2. YOUR STATUS

By placing an order through the Site or by becoming a VIP Member you warrant that:

- a. you are legally capable of entering into a binding contract;
- b. you are at least 18 years old; and
- c. you are an authorised user of the payment instrument used to place your order and, where applicable, also join the VIP Membership Programme.

## 3. ABOUT YOU AND YOUR VISITS TO THE SITE

We process information about you in accordance with our [» Privacy Notice](#). By using the Site you acknowledge that such processing and you warrant that all data provided by you is accurate.

## 4. HOW OUR CONTRACTS ARE FORMED

After placing an order for a Product you will receive an email from us acknowledging that we have received your order. Your order is an offer to us to purchase Products. If you select the VIP option when placing your order, your order is also an application to become a VIP Member. All orders and VIP Membership applications are subject to acceptance by us. We will confirm our acceptance by sending you an email confirming that the Product has been dispatched (“Confirmation Receipt”). Please note, the Product purchase contract and, if applicable, VIP Membership contract between us will only be formed when we send you a Confirmation Receipt.

## 5. VIP MEMBERSHIP

### 5.1

Fabletics offers an optional, flexible membership programme that grants you access to style experts and the latest active-lifestyle trends. To get started, simply take our Lifestyle Quiz. Next, you must create and register a Site user account (“Account”). After you have successfully created an Account, you will be able to purchase Products. There is no Account registration fee, or any other fee, and no obligation to purchase. You will not become a VIP Member simply by registering an Account.

### 5.2

To become a VIP Member, purchase any Product and select the ‘VIP Member’ pricing option offered at checkout. On completion of your purchase in accordance with clause 4 you will become a VIP Member. There is no registration fee, or any other fee, for VIP Members. As a VIP Member, our experts will send you by email a customised list of selected Products on the 1st day of every month (“Selection”). If you tell us you’re happy for us to do so, we’ll also send you emails, newsletters, special offers and other updates, all free of charge, to maximise your shopping experience.

### 5.3

The obligations associated with VIP Membership, including details of the circumstances in which you, as a VIP Member, will be charged the Credit Amount (as defined in clause 11.2) for a Credit are set out in clause 6. Each Credit Amount charged to you will be credited to your Account in the form of one Credit. Credits may only be redeemed by purchasing Products.

### 5.4

As a VIP Member, you have the option to purchase Products by redeeming your Credits. You may also purchase Products using other means of payment.

### 5.5

If you wish to terminate your Account or VIP Membership, please contact us via the Live Chat service on the Site, call us on 020 3695 3831 (local rate) or inform us in writing at JustFab (UK) Ltd, 38 St Martin’s Lane, London, WC2N 4ER.

## 6. HOW VIP MEMBERSHIP WORKS

VIP Members are required to take action by the 5th day of every month by selecting one of the following options. These options may be selected through your Account or by calling us on 020 3695 3831 (local rate).

- a. 'Make A Purchase'. You may purchase any Product, either by redeeming your Credits or by using another means of payment.
- b. 'Skip This Month'. There is no obligation to purchase a Product each month. If you decide not to purchase a Product in any given month, simply select the 'Skip This Month' option by the 5th day of the month and you will not be charged the Credit Amount that month.

**IF YOU TAKE NO ACTION BY THE 5TH DAY OF THE MONTH, ON THE NEXT DAY OR SHORTLY AFTER WE WILL CHARGE THE CREDIT AMOUNT TO THE PAYMENT INSTRUMENT ASSOCIATED WITH YOUR ACCOUNT, AND YOU WILL RECEIVE ONE CREDIT.**

## 7. VIP MEMBER CREDITS

Each Credit represents the right to purchase any Product to the value of the Credit Amount. Each Credit may be redeemed by purchasing any Product priced at an amount equal to the Credit Amount or as part-payment for the purchase of any Product priced at a higher amount. If you have multiple Credits on your Account you may redeem them together or separately, in a single month or over multiple months. Credits may only be redeemed by purchasing Products. Credits may be redeemed when purchasing discounted and/or promotional Products only at our discretion. Credits do not represent a prepayment for specific Products. Members have no contractual rights to exchange or return a Credit for cash or cash equivalent. You may receive Credits by returning a Product for a Credit, as described in clause 12. You may not use a Credit to pay the Credit Amount.

## 8. ACCOUNT CONFIDENTIALITY AND ACCESS

### 8.1

You are solely responsible for maintaining the confidentiality of your Account, for all activities occurring through your Account and for all access to and use of the Site by anyone using your Account, whether or not such activities and access are actually authorised by you, including but not limited to all communications, transactions and obligations. We will not be liable or

responsible for any loss or damage arising from any unauthorised use, access or any other breach of security of your Account, including but not limited to your Account password and email address. You acknowledge and accept that your use of the Site is in compliance with these terms and conditions. You further acknowledge and accept that we will have no obligation to investigate the authorisation or source of any Account activity, including purchase activity following a proper login to the Site, which is identified by a matching and current Account sign-in and password. You will notify us immediately of any unauthorised access to your Account or any other unauthorised use of the Site.

## 8.2

We may, without prior notice, immediately terminate, limit your access to or suspend your Account based on any of the following: (a) breach or violation of these terms and conditions; (b) reasonable request by law enforcement; (c) unforeseeable technical or security issues or problems; (d) extended periods of inactivity; or (e) fraudulent, deceptive or illegal activity, or any other activity which we believe is harmful to the Site or our business interests. You agree that any termination, limitation of access and/or suspension will be made in our sole discretion and that we will not be liable to you or any third party for the termination, limitation of access and/or suspension of your Account.

## 9. DELIVERY

As soon as your order is dispatched, you will be provided with a tracking number via email. You may also find your order details and tracking information on the 'Order History' tab within your Account. We will endeavor to fulfil your order by the delivery date set out in the Confirmation Receipt. Orders are normally fulfilled within 7 working days, unless there are exceptional circumstances. We do not offer delivery outside the UK.

## 10. RISK AND TITLE

The Products will be at your risk from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including any applicable delivery charges.

## 11. PRICES AND PAYMENT

### 11.1

The price of the Products and our delivery charges will be as quoted on the Site from time to time, except as described in clause 11.5 and in cases of obvious error.

### 11.2

The Credit Amount payable by VIP Members in the circumstances detailed in clause 6 is £44. We will not be liable for any overdraft fees or other charges that you may incur by us debiting the Credit Amount from the payment instrument associated with your Account.

### 11.3

All Product prices are inclusive of VAT.

### 11.4

Product prices, the Credit Amount and delivery charges are liable to change at any time. Any changes will not affect orders in respect of which we have already sent you a Confirmation Receipt.

### 11.5

The Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on the Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Confirmation Receipt, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

### 11.6

Payment for Products must be by credit or debit card, PayPal or, where applicable, Credit. If you pay using credit or debit card or PayPal, we will not charge your payment instrument until we dispatch your order. Payment of the Credit Amount must be by credit or debit card or PayPal only. We will charge your payment instrument on or shortly after the 6th day of the month in which a Credit Amount becomes due.

## 12. REFUND AND EXCHANGE POLICY

### 12.1

If for any reason you are not happy with your Product, you have the following options:

a. Statutory right to withdraw from the purchase contract

If you are contracting as a consumer, you have the right to withdraw from the purchase contract within 14 days without giving any reason. In this event, we will reimburse you using the same means of payment as you used for the initial transaction. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Products. Read more about your [» withdrawal right](#).

b. Contractual right to cancel the purchase contract

In addition to your statutory right of withdrawal described in (a), above, we grant you a 30-day period to exchange a Product for another Product, or return it for a Credit. Your right to withdraw your purchase will expire after 30 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Product. This provision does not affect your statutory rights.

c. Return of defective Products

In circumstances where you consider that the Product does not conform to the purchase contract at the time of delivery, you should promptly contact us to arrange return of the Product. We will examine the returned Product and will notify you of your refund via email within a reasonable period of time. If we agree the Product is defective, we will carry out reimbursement using the same means of payment as you used for the initial transaction. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you were entitled to a refund. We will refund the price of a defective Product in full, together with any applicable delivery charges and, subject to you providing reasonable proof, any reasonable costs you incur in returning the item to us.

### 12.2

You return the Product at your own risk. Please see our [» Delivery & Returns policy](#) for details of return methods and arrangements. If none of the free return methods detailed in that policy apply or are used the costs incurred in the return of such Product will be borne by you. If you

return the Product using collect charges, we may charge you for any incurred return costs. You are obliged to take reasonable care of the Product while it is in your possession and return it in the same condition in which you received it. If you fail to comply with this obligation, we may have a right of action against you for compensation.

### 12.3

In case of a cash refund, we will usually refund any money received from you using the same means of payment originally used by you to pay for your purchase. Any items purchased with a Credit may only be exchanged for another Product or returned for a Credit. We may withhold any refund until we have received the returned Product.

## 13. ENDING YOUR VIP MEMBERSHIP

### 13.1

You have the right to withdraw from your VIP Membership within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day we confirm your VIP Membership in accordance with clause 4. Read more about your [» withdrawal right](#).

### 13.2

You may terminate your VIP Membership at any time. If you wish to terminate your VIP Membership please inform us in writing at JustFab (UK) Ltd, 38 St Martin's Lane, London, WC2N 4ER or call us on 020 3695 3831 (local rate). There is no termination fee and the obligations detailed in clause 6 will no longer apply to you. We will not charge you any Credit Amount following termination of your VIP Membership. Please note that VIP Membership may only be terminated by the registered VIP Member.

## 14. COEXISTENCE OF WITHDRAWAL RIGHTS

Your rights of withdrawal from a Product purchase contract (detailed in clause 12) and from VIP membership (detailed in clause 13) coexist.

## 15. THE SITE

### 15.1

Your use of the Site for any illegal or unauthorised purpose is expressly prohibited. In consideration of your use of the Site, you agree to provide true and accurate information about

yourself when creating an Account, and update your Account from time to time to keep it accurate. If you provide, or we have reasonable grounds to suspect that you have provided, information that is untrue, inaccurate, not current or incomplete, we reserve the right to suspend and refuse any and all current or future access by you to the Site or any portion of it. Furthermore, if we have any reason to believe that you may be creating fraudulent accounts or engaging in any deceptive behaviour while using the Site, we may suspend and refuse any and all current or future access by you to the Site or any portion of it. We may also refuse to honour any Credits or other benefits associated with your Account.

## 15.2

We reserve the right at any time to modify or discontinue, temporarily or permanently, the Site or any part of it with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or any part of it.

## 15.3

The Site may be linked to other websites. You acknowledge and agree that we will not be responsible for the availability of such external websites, and do not endorse and are not responsible or liable for any content, advertising, products and/or other materials on or available from such websites. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to that third party in accordance with our » [Privacy Notice](#).

## 15.4

By connecting to the Site with a third party service you give us permission to access and use your information from that service as permitted by that service, and to store your login credentials for that service. For more information on the types of information we collect from these third party services, please read our » [Privacy Notice](#).

## 16. COPYRIGHT

Unless otherwise indicated, the Site and all content contained therein, including but not limited to text, photographs, images, icons, graphics, trademarks, trade names, logos and software (“Content”), is owned by us and protected by applicable law. You agree not to copy, publish,

use, display, transmit, modify, transfer, sell, reformat, distribute, create derivative works from, or in any way exploit the Content without our prior written approval. In addition, any mechanised or systematic processes for harvesting information from the Site for any purpose are prohibited. Nothing contained in or on the Site should be construed as granting any licence or right, by implication or otherwise, to use any of the Content at any time.

## **17. INDEMNIFICATION**

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents and employees harmless from any and all liabilities, claims, demands, actions, losses, obligations, judgments, proceedings, damages, expenses and costs (including reasonable legal fees), based upon, arising from or related to: (a) information or content submitted, transmitted or otherwise made available on or through the Site by you or any other person accessing the Site using your Account; (b) the use of, or connection to, this Site by you or any other person accessing the Site using your Account (including negligent or wrongful conduct); or (c) your breach or attempted breach of these terms and conditions.

## **18. DISCLAIMER OF WARRANTIES**

### **18.1**

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES OFFERED ON OR THROUGH IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

### **18.2**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **18.3**

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR AS TO THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR MADE AVAILABLE TO YOU THROUGH THE SITE, IN TERMS

OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE, UNLESS OTHERWISE SPECIFIED IN WRITING.

## 19. OUR LIABILITY

### 19.1

Subject to clause 19.3, if we fail to comply with these terms and conditions, we will only be liable to you for the purchase price of the Products or the Credit Amount, as applicable.

### 19.2

Subject to clause 19.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories, even if such losses result from our deliberate breach:

- a. loss of income or revenue;
- b. loss of business;
- c. loss of profits;
- d. loss of anticipated savings;
- e. loss of data; or
- f. waste of management or office time.

However, this clause 19.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable, or any other claim for direct loss that is not excluded by categories (a) to (f) inclusive of this clause 19.2.

### 19.3

Nothing in these terms and conditions excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation;
- c. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- d. defective products under the Consumer Protection Act 1987; or
- e. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

## 20. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. In using the Site you accept that we may contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 21. NOTICES

All notices given by you to us must be addressed to JustFab (UK) Ltd, 38 St Martin's Lane, London, WC2N 4ER. We may give notice to you at either the email or postal address you provide to us when placing an order or creating your Account, or in any of the ways specified in clause 20. Notice given by us will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## 22. TRANSFER OF RIGHTS AND OBLIGATIONS

### 22.1

The contract between you and us is binding on you and us and on our respective successors and assignees.

### 22.2

You may not transfer, assign, charge or otherwise dispose of a contract with us, or any of your rights or obligations arising under it, without our prior written consent.

### 22.3

We may transfer, assign, charge, sub-contract or otherwise dispose of a contract with you, or any of our rights or obligations arising under it, at any time during the term of the contract.

## 23. EVENTS OUTSIDE OUR CONTROL

### 23.1

We will not be liable or responsible for any failure to perform, or for delay in performance of, any of our obligations under a contract with you that is caused by events outside our reasonable control (“Force Majeure Event”).

### 23.2

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. impossibility of the use of public or private telecommunications networks; and
- f. the acts, decrees, legislation, regulations or restrictions of any government.

### 23.3

Our performance under any contract with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## 24. WAIVER

### 24.1

If we fail, at any time during the term of a contract with you, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with

such obligations.

#### 24.2

A waiver by us of any default will not constitute a waiver of any subsequent default.

#### 24.3

No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 20.

### 25. SEVERABILITY

If any of these terms and conditions or any provisions of a contract with you are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### 26. ENTIRE AGREEMENT

#### 26.1

These terms and conditions and any material expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract between us.

#### 26.2

We each acknowledge that, in entering into a contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the materials referred to in them.

#### 26.3

Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

#### 26.4

Nothing in this clause limits or excludes any liability for fraud.

## 27. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

### 27.1

We reserve the right to revise and amend these terms and conditions at any time, so please review them regularly.

### 27.2

You will be subject to the terms and conditions and applicable policies in force at the time that you use the Site, order Products from us or become a VIP Member.

## 28. LAW AND JURISDICTION

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. We both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. The European Commission provides an online dispute resolution platform, which you can access here: <http://ec.europa.eu/consumers/odr/>. If you would like to bring a matter to our attention, please inform us in writing at JustFab (UK) Ltd, 38 St Martin's Lane, London, WC2N 4ER or call us on 020 3695 3831 (local rate).

Updated 10/2017

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## 29. Your Withdrawal Rights

### **Right of Withdrawal from the Contract for Product Purchase**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Products.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement made in writing or on a phone call.

You may contact us at:

Address: JustFab (UK) Ltd  
38 St Martin's Lane  
London, WC2N 4ER

Email: [support@fabletics.co.uk](mailto:support@fabletics.co.uk)

Telephone: 020 3695 3831 (local rate)

You may use this [withdrawal form](#), but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of Withdrawal**

If you withdraw from this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.

You must return the Products to:

JustFab (UK) Ltd  
c/o Bleckmann Solutions B.V.  
VE-Commerce Logistic Campus  
John Hicksstraat 22  
Trade Port Noord  
5928 RR Venlo  
The Netherlands

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the Products before the period of 14 days has expired. We will bear the cost of returning the Products. You are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products.

### **Right of Withdrawal from VIP Membership**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day we send you an email confirming that you are now a VIP Member.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement made in writing or on a phone call.

You may contact us at:

Address:           JustFab (UK) Ltd  
                      38 St Martin's Lane  
                      London, WC2N 4ER

Email:             [support@fabletics.co.uk](mailto:support@fabletics.co.uk)

Telephone:        020 3695 3831 (local rate)

You may use this [withdrawal form](#), but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of Withdrawal**

If you withdraw from this contract, we will terminate your VIP Membership and reimburse to you all payments received from you under your VIP Membership. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of such reimbursement.