

Welcome to Fabletics.co.uk! Our General Terms and Conditions ("GTC") are intended to provide you with detailed information about using our website, becoming a member of Fabletics and purchasing sports fashion and lifestyle Items from Fabletics.

We have summarised the most important points of the GTC at a glance:

- Our offering is aimed exclusively at consumers (not businesses) resident or domiciled in the United Kingdom. A consumer is a natural person acting wholly or mainly outside of their trade, craft, business or profession.
- When you register an account with Fabletics.co.uk, you sign up for a free basic membership that allows you to benefit from our monthly outfit suggestions and the opportunity to place orders on Fabletics.co.uk.
- If you decide to become a VIP member during the order process, the following applies:
 - Your VIP membership obligates us to send you monthly outfit suggestions tailored to your preferences at preferential conditions. In return, you agree to pay the agreed VIP membership fee each month.
 - Your VIP membership gives you the option of pausing your membership for the month in question, but you must activate the pause before the 5th of the month that you wish to pause. Important: If you do not pause your VIP membership by the 5th of the month you wish to pause, the agreed VIP membership fee will be debited from your payment method connected to your account and credited to your membership account. You can exchange this credit at any time within the limitation period of twelve (12) months on Fabletics.co.uk as part of a purchase (please see [Section 6.6](#) for more information on expiry of credits).
 - Your VIP membership runs for an indefinite period. If you want to cancel your VIP membership you would need to give us thirty (30) days' notice (subject to your statutory cancellation rights).
- For further information regarding your cancellation rights related to your VIP membership, please refer to [Section 5.5](#).
- You can find details of your cancellation rights for Item purchases in [Sections 13](#) and [14](#).
- Of course, nothing in these GTC affects your statutory rights.

Please note: This summary does not replace the GTC. Only the following GTC set out the whole of the contractual, relationship between you and Fabletics.

Please read the following GTC carefully. You can also print them out using the print function of your browser or download them [here](#) as a pdf and save them on your device. If you have any questions, please contact us!

GENERAL TERMS AND CONDITIONS

Table of contents

1. Scope of application of these GTC
2. General information on the use of Fabletics
3. Registration with Fabletics as a basic member
4. Details of the Fabletics basic membership: contract content, benefits, rights and obligations
5. VIP membership: contract content, benefits, rights and obligations
6. Fabletics credits: purchase, redemption, validity
7. Purchase of items
8. Storage and availability of the GTC
9. Prices, shipping costs and price adjustment
10. Availability, delivery and dispatch
11. Due date of the purchase price and payment of items
12. Reservation of title
13. Statutory cancellation right for the purchase of items
14. Additional voluntary right of return for the purchase of items
15. Our right to cancel the initial order after revocation of VIP membership
16. Liability for defects and relationship of the cancellation rights/additional voluntary right of return to the claims for defects and to each other
17. Breaches of contract and liability
18. Intellectual property rights
19. Reservation of right of amendment
20. Applicable law
21. Miscellaneous

General provisions

1. Scope of application of these GTC

- 1.1. Fabletics.co.uk is an online service ("**Fabletics**") of Fabletics (UK) Ltd, a company registered in England and Wales under company number 08097376 and with our registered office at 210 Euston Road, London, NW1 2DA ("**we**", "**us**", or "**our**"). If you have any comments or remarks, you can contact us at the above address or by email at support@fabletics.co.uk or by telephone from Monday to Sunday from 10:00 to 18:00 on 020 3695 3831.
- 1.2. Our GTC apply to the English language website of Fabletics.co.uk. The GTC form the contractual basis for the use of Fabletics and govern: (1) the general use of Fabletics, (2) the conclusion, content, implementation and termination of a Fabletics membership and (3) the purchase of sports fashion items and other fashion and lifestyle items ("**Items**") on Fabletics.
- 1.3. You can save or print out the GTC as a [pdf](#). After placing an order, we will send them to you by e-mail. The current version of the GTC is available online on Fabletics; we will be happy to send you older versions by e-mail on request.

2. General information on the use of Fabletics

- 2.1. In order to purchase Items on Fabletics, you must register as a basic member (see [Section 3](#)). You can also take out a VIP membership, which allows you to purchase Items at exclusive conditions (see [Section 5](#)).
- 2.2. Fabletics is aimed exclusively at consumers resident or domiciled within the United Kingdom. You are a consumer if you are acting as a natural person for purposes that are wholly or mainly outside of your trade, craft, business or profession.

Basic membership and VIP membership

3. Registration with Fabletics as a basic member

- 3.1. After completing the integrated lifestyle quiz and using the registration function, you can submit an offer to conclude a Fabletics basic membership. If you register a basic membership, you will be asked to provide certain information (such as your email address) and to create a password, as part of our security procedures. You must treat such password as confidential and you must not disclose it to any third party. If you know or suspect that anyone other than you knows your account login details, you must immediately notify us.
- 3.2. You may (only) register if you are either of legal age and have unlimited legal capacity or if you use Fabletics with the consent of your legal representative.
- 3.3. We accept your offer by activating your user account. This creates a contract between you and us for the use of Fabletics on the basis of (and governed by) these GTC. The contractual language is English.
- 3.4. There is no entitlement to the activation of a user account and we reserve the right to decline any offer for membership without needing to provide reasons for such decline. Furthermore, we reserve the right to delete multiple registrations.

4. Details of the Fabletics basic membership: contract content, benefits, rights and obligations

- 4.1. You can purchase Items on Fabletics on the basis of a basic membership. However, certain Items are only available at discounted conditions if you are or become a VIP member. Details on VIP membership are explained under [Section 5](#).
- 4.2. We undertake to present you with Items from our current collection that match your fashion tastes on the 1st of each month.
- 4.3. You are obliged to keep your personal data on your member account up to date so that the basic membership can be carried out smoothly. We inform you in detail about the use of your data in our <Privacy Policy>.
- 4.4. The basic membership has no minimum term and can be cancelled by you at any time. If you cancel your basic membership, then your access to your Fabletics account will be terminated but these Terms will nevertheless continue to apply to and govern any purchases for Items that you have made on Fabletics. Once your basic membership has been cancelled, you will not be able to make further purchases in the future on Fabletics without an active basic membership or a VIP membership (see [Sections 3](#) and [5](#)).

5. VIP membership: contract content, benefits, rights and obligations

- 5.1. In addition to your basic membership, you can become a VIP member by taking out a VIP membership for a fee during the order process. You conclude the VIP membership when you order Items under the conditions only offered to VIP members, and such VIP membership is governed by the terms and conditions that apply to VIP members under these GTC.
- 5.2. VIP membership offers you extended functions and benefits: You can order Items reserved for VIP members or purchase Items on exclusive terms (e.g. at an earlier date or at a lower price). If you select this option, you will also receive emails, newsletters, special offers and other updates to further improve your shopping experience - possibly based on your separate consent.
- 5.3. By taking out a VIP membership, you undertake to either pause your VIP membership in accordance with [Section 5.4](#) or to pay the agreed monthly VIP membership fee by the 5th of the month. If you do not pause in accordance with [Section 5.4](#), we will debit your payment method with the agreed VIP membership fee after the 5th of the month. You can check the amount of the agreed VIP membership fee at any time in your user account or [here](#). This amount will be deposited in your user account as a member credit ("**Credit**") for future purchases on Fabletics. You can find detailed information about the Credit and how to redeem it under [Section 6](#).
- 5.4. If you do not want the agreed VIP membership fee to be debited in a month and therefore no Credit to be credited to your membership account, you can pause your VIP membership for the respective month via a corresponding function in your user account (e.g. "Pause now"). That decision must be made and actioned on or before the 5th of the month you wish to pause. You will have to make a new decision for the following month. You can pause as often as you like.

5.5. Cancellation and termination policy for VIP membership

5.5.1. Statutory right to cancel when you first take out a VIP membership:

- (a) When you first sign up to a VIP membership, you have a statutory right to change your mind and to cancel your VIP membership within 14 days of signing up for a VIP membership. You are legally entitled to this right of cancellation, and it is independent of and exists alongside any other rights of cancellation that you might have as set out in these GTC.
- (b) To exercise the statutory right to cancel, you must inform us (address: 210 Euston Road, London, United Kingdom, NW1 2DA / telephone: 020 3695 3831 (local rate) / email: support@fabletics.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, telephone call or email). You can use the sample cancellation form below, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the 14-day cancellation period has expired.

Sample cancellation form:

If you wish to cancel the contract, please complete and return this form.

To: Fabletics Ltd

Address: 210 Euston Road, London, United Kingdom, NW1 2DA

E-Mail: support@fabletics.co.uk

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate

- (c) If you exercise your statutory right to cancel your VIP membership, we shall reimburse to you all payments received from you, without undue delay and in any event no later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.
- (d) We may withhold the refund until we have received the Items back or until you have provided proof that you have returned the Items, whichever is earlier.

- (e) Please note that if you invoke your right to cancel your VIP membership and you have already placed your first order as a VIP member, then the consequences set out in [Section 15.1](#) will apply.

5.5.2. Contractual right to cancel your VIP membership:

- (a) After the 14-day statutory right to cancel has expired (as set out in [Section 5.5.1](#)), your VIP membership runs for an indefinite period unless and until it is terminated by you or us and if you want to cancel your VIP membership at any time following the expiry of the first 14 days, you would need to give us thirty (30) days' notice. You can simply log in to your "My VIP Account", cancel on our website, contact our customer service by phone, email and live chat or send us a letter to this address: 210 Euston Road, London, NW1 2DA, United Kingdom.
- (b) If you cancel your VIP membership in accordance with this [Section 5.5.2](#) then you have a limited period of time to redeem any remaining Credits on your account. See [Section 6.6](#) for more information.

5.6. Mobile applications

- 5.6.1. With your Fabletics VIP membership you have access to the Fabletics Fitness App, which is available in the Apple App Store ("**App Store**"). Access to the Fabletics Fitness App is conditional on maintaining an active VIP membership. If you cancel your VIP membership or your VIP membership is cancelled for any reason, you will no longer be able to use the services offered in the Fabletics Fitness App (the "**Services**"). To use or access the Services via the Fabletics Fitness App, you will need a compatible mobile device with the appropriate software. In addition, the normal messaging, data and other tariffs and charges from your mobile phone provider apply. Please check with your internet or mobile service provider for information on possible data usage charges.
- 5.6.2. We grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable licence to: (1) access and use the Services and related content in the Fabletics Fitness App; and (2) access and use the software and the Fabletics Fitness App downloaded directly from a lawful marketplace solely for your personal use for lawful purposes.
- 5.6.3. We are the owner or licensee of all intellectual property rights in the Fabletics Fitness App and its content and the Fabletics name and mark. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved. No part of the Fabletics Fitness App, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent. You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these GTC.

With respect to any open source code or software that may be included in the Fabletics Fitness App, your licence is subject to the open source licence or third party licence permitting the use of such code, as applicable.

5.7. App Store

5.7.1. The following terms apply if you access or download the Fabletics Fitness App from the App Store:

- 5.7.1.1. You acknowledge and agree that these GTC have been concluded between you and us, and not with the App Store provider. You acknowledge and agree that the App Store provider is not responsible for the Fabletics Fitness App and its content, and the Services, maintenance, and support services connected therewith.
- 5.7.1.2. You acknowledge and agree that the App Store provider has no obligation to provide any maintenance or support in respect of the Fabletics Fitness App. Should you have any problems in using the Fabletics Fitness App, please contact our Customer Services Team.
- 5.7.1.3. In the event that the Fabletics Fitness App does not conform with any product warranty provided for by these GTC, the App Store provider may provide you with a refund of the price that you paid to purchase the Fabletics Fitness App (if any). The App Store provider shall, to the maximum extent permitted by law, have no obligation to you whatsoever with respect to the Fabletics Fitness App.
- 5.7.1.4. You acknowledge and agree that the App Store provider shall not be responsible for addressing any claims that you might have relating to the Fabletics Fitness App, including (without limitation): product liability claims; any claim that the Fabletics Fitness App fails to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation.
- 5.7.1.5. In the event that a third party claims that the Fabletics Fitness App infringes its intellectual property rights, then we (and not the App Store provider) shall be solely responsible for the investigation, defence, settlement and discharge of such claim.
- 5.7.1.6. You warrant and represent that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 5.7.1.7. If the App Store provider is Apple, you acknowledge and agree that Apple and its subsidiaries are third party beneficiaries to these GTC. Upon your acceptance of these GTC, Apple will have

the right to enforce these GTC against you as a third party beneficiary.

5.8. No Medical Advice

- 5.8.1. We do not provide any medical advice through these Services, and the Fabletics Fitness App does not constitute a medical device under applicable UK medical devices regulations. You acknowledge and agree that the Services are solely designed for educational, entertainment, fitness, and general wellbeing purposes, as well as for personal/household use only.
- 5.8.2. Any content provided through these Services, whether provided by us or by third parties, including personal trainers, should not be used as a substitute for professional medical advice, counselling, diagnosis or treatment by a physician or other healthcare professional (for example, a physiotherapist, chiropractor, etc.). You acknowledge that participation in the Services made available to you may be physically demanding. You should consult your doctor or other healthcare professional before starting any physical activity, exercise program or dietary changes, and ensure that the Services made available to you will not pose any risks to your health and wellbeing.
- 5.8.3. If you have any concerns or questions about your health (including about any injury, or the prevention of any injury), you should always first consult a doctor or other appropriate healthcare professional. Do not hesitate to seek professional medical advice or treatment. If you believe you are in a medical emergency, contact a doctor or the local emergency services immediately. By accessing our Services, you warrant and represent that you are fit, healthy and able to participate in any of the Services made available to you, and you accept that you do so voluntarily and entirely at your own risk.

6. Fabletics credits: Purchase, redemption and validity

- 6.1. If you have not paused in a month in accordance with [Section 5.4](#), we will debit your specified means of payment with the agreed VIP membership fee and a Credit will be credited to your user account. This Credit is an electronically available means of payment to pay for Items on Fabletics; however, a Credit does not have a cash value. We also explain [here](#) how you can use your Credits for a purchase at Fabletics.
- 6.2. If you are entitled to a refund after paying with a Credit, you can receive this refund in the form of a Credit. If you have paid without a Credit, the refund will be made to the same means of payment that you used for the transaction, unless you have chosen to receive the refund in the form of a Credit. This Section 6.2 does not apply to your additional right of return, which is governed by [Section 14](#).
- 6.3. You can check how many Credits you have in your member account at any time.
- 6.4. Credits are not transferable to any other person and cannot be redeemed or exchanged for cash.
- 6.5. You can redeem the Credits in your membership account during your VIP membership and after your VIP membership ends when you purchase Items on our website.

- 6.6. Limitation periods apply – if you do not spend your Credits within twelve (12) months of having accrued them, they will expire and you will no longer be able to access or use them.

Orders, delivery and return of items

7. Purchase of items

- 7.1. A binding purchase contract is concluded between you and us when you order Items and we accept that order in the manner described in the following provisions. The order process is available in the English language.
- 7.2. The presentation of the Items on the website is not yet a legally binding contract offer on our part, but only a non-binding invitation to you to order Items. Only when you order an Item do you submit a binding offer to conclude a purchase contract for this Item by clicking on the 'order now' (or similar) button.
- 7.3. On the checkout page on which you can submit your order by clicking the 'order now' (or similar) button, we summarise the content of your order once again. This allows you to check your entries and, if necessary, correct input errors by using the navigation buttons of your Internet browser or the corresponding navigation functions on our website to switch to the page on which your details were entered. You are responsible for ensuring that your order is complete and accurate. You can also cancel the order process at any time before you click the 'order now' (or similar) button by closing the Internet browser.
- 7.4. After you place an order, you will receive via email an automatically generated confirmation of receipt of the order. Please note that this is not yet an acceptance of the offer.
- 7.5. If we do accept your order then this will be confirmed to you in a separate order confirmation email. Following our confirmation of your order, you may receive a dispatch confirmation by e-mail. We shall then proceed to deliver the ordered Items within five (5) days.
- 7.6. If we do not accept your order, you will be notified via email. If your order is rejected and you have concluded a VIP membership as part of the order, your VIP membership will automatically be converted to a basic membership after your order is rejected. Of course, you can become a VIP member again at any time by agreeing to the conclusion of a VIP membership again when ordering Items at the conditions offered only to VIP members.
- 7.7. To ensure that as many members as possible have the opportunity to order the Items, we only accept orders in normal household quantities.

8. Storage and availability of the GTC

- 8.1. You can print out this version of the GTC using the corresponding functions of your browser, save it or download it [here](#) as a pdf and save it on your device. You will also receive them from us in an e-mail after completing your order, in which the content of the order is also reproduced again in accordance with the legal requirements. You

can also print or save this e-mail. Finally, we will save your order in your member account for a reasonable period of time. You can access it there after logging in.

- 8.2. You can view the current GTC at any time on our website. If your order was placed some time ago and the GTC have been amended in the meantime, the version of the GTC in the email sent to you after the order was placed shall apply, unless we have effectively agreed amendments to this version with you in the meantime in accordance with [Section 19](#). The amended version shall then apply. We will be happy to send you the original version of the GTC applicable to you by e-mail on request.

9. Prices, shipping costs and price adjustment

- 9.1. The prices stated at the time of ordering the item apply, and these prices differ for basic members and VIP members. If you activate your VIP membership with your order, the VIP membership prices will already apply to that order. The prices quoted include statutory VAT and other price components. There are also costs for packaging and shipping, unless free shipping is included.
- 9.2. Before finalising your order, we will of course inform you of such costs and the total price of your order.
- 9.3. We reserve the right to adjust the price for the VIP membership after conclusion of the contract if, due to changed market conditions, the procurement or provision costs attributable to the price for the VIP membership in the UK market ("**Total Costs**") increase and we are unable to offset this increase by netting it with decreasing other cost factors ("**Total Cost Increase**"). We can only adjust the price for VIP membership by an amount that is necessary to offset a Total Cost Increase and not to generate an additional margin. We can only increase the price once per calendar year. We also undertake to pass on reductions in total costs to you. Our assessment basis for determining the Total Costs are changes in the following cost elements, whereby the weighting of the individual cost element for the calculation of our total costs decreases from the beginning to the end of the list: government-imposed fees, levies and taxes (excluding VAT), standard wages, stock exchange prices, changes in import duties and costs for the technical provision and distribution of our services. In addition, we reserve the right to adjust the price for VIP membership (i) in the event of an increase in the statutory VAT applicable to the price for VIP membership (and are obliged to reduce the price in the event of a reduction in the same) or (ii) in the event of a significant change in the consumer price index of the Bank of England in accordance with the significant change (an increase of 0.5% or more compared to the same period of the previous year is deemed to be a significant change).
- 9.4. Price changes in accordance with [Section 9.3](#) shall apply at the earliest after forty-five (45) days from the date of our email notification to your last registered email address. If, following receipt of a notice that the price is changing, you wish to cancel your VIP membership then your right to do so in accordance with [Section 5.5.2](#) remains unaffected.

10. Availability, delivery and dispatch

- 10.1. The Items offered by us have a delivery time of approximately five (5) days, unless we expressly state otherwise at the beginning of the ordering process.

- 10.2. Unless otherwise agreed during the ordering process, we only deliver Items to addresses within the United Kingdom, excluding the following postcodes where delivery is not available:

BFPO 57, BFPO 58, GX11 1AA, VG-****, ASCN 1ZZ, BIQQ 1ZZ, BF1 2AT, BF1 2AU, FIQQ 1ZZ, AI-2640, BBND 1ZZ, KY*-****, MSR-****, PCRN 1ZZ, SIQQ 1ZZ, STHL 1ZZ, TDCU 1ZZ, TKCA 1ZZ

- 10.3. If our supply of the Items is delayed due to circumstances beyond our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 10.4. If no one is available at your address to take delivery of the Items, we will leave you a note informing you of how to rearrange delivery or collect the Items from a local depot. If you do not collect the Items from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we reserve the right to terminate the contract.

11. Due date of the purchase price and payment of items

- 11.1. The purchase price is due immediately, subject to a later payment date agreed at the time of ordering or communicated with the delivery. However, we will not make direct debits or comparable payment transactions (e.g. credit card charges) until your order is dispatched at the earliest, so that you do not have to pay before the Items are being delivered to you.
- 11.2. We offer various payment methods for payment of the purchase price, which are displayed at the start of the order process. You can choose between these payment methods during the order process or when activating your VIP membership. If you have Credits on your account, you may also redeem these at the checkout by way of payment for Items.

12. Reservation of title

Each item that you purchase from us remains our property until the purchase price has been paid in full.

Statutory right of cancellation, additional voluntary right of return and claims for defects

13. Statutory cancellation right for the purchase of items

- 13.1. In the following cancellation policy, we explain more details about your statutory right of cancellation regarding each individual purchase of Items.
- 13.2. You are legally entitled to this right of cancellation, regardless of whether you buy Items on our online platform as part of a VIP membership or whether you buy from us without being a VIP member.
- 13.3. You have the right to cancel this contract within fourteen (14) days without giving any reason. The cancellation period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods. Where you order multiple Items in a single order and Items are delivered in separate

deliveries, the cancellation period will expire fourteen (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 last Item making up that single order.

- 13.4. This right, under the Consumer Contracts (Information, Cancellation and Charges) Regulations 2013, is explained in more detail below. Please note that the right to change your mind does not apply to any bespoke Items that you purchase from us (i.e. Items that we create to your specification or are clearly personalised).
- 13.5. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, telephone call or e-mail).
- 13.6. You can use the sample cancellation form below, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cancellation period has expired.

Sample cancellation form:

If you wish to cancel the contract, please complete and return this form.

To: Fabletics Ltd

Address: 210 Euston Road, London, United Kingdom, NW1 2DA

E-mail: support@fabletics.co.uk

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*) (*):

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate

13.7. Consequences of cancellation

13.7.1. If you withdraw from this contract, we will send you an acknowledgement of receipt of your notice to cancel by email. We shall 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 fourteen (14) days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. This means that if you paid for your order by redeeming Credits instead of using a payment card, you will be refunded in Credits. In the case of Credit reimbursements, a Credit will be credited to your member account.

13.7.2. We may withhold the refund until we have received the Items back or until you have provided proof that you have returned the Items, whichever is the earliest.

13.7.3. You must return or hand the Items to Bleckmann, Fabletics Ltd, Unit 11D Broadmoor Road, South Marston Park, South Marston, Swindon, SN3 4WB immediately and in any case within fourteen (14) days at the latest from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen (14) days has expired. We will bear the costs of returning the Items. You only have to pay for any loss in value of the Items if this loss in value is due to handling of the Items that is not necessary for checking their condition, properties and functionality.

14. Additional voluntary right of return for the purchase of items

- 14.1. In addition to the statutory cancellation rights in accordance with [Section 13](#), you have the right to return or exchange the Items up to forty-five (45) days after receipt. The period begins on the day following receipt of the goods. Timely dispatch is sufficient to meet the deadline.
- 14.2. This additional voluntary right of return only applies if the returned Items are complete, undamaged, returned in their original packaging and in a resaleable condition. If Items are delivered to you with hygiene seals or stickers included, and you remove those hygiene seals or stickers, you will lose this voluntary right of return. It is permissible to inspect the item in the same way as is possible and customary in a shop, e.g. a brief try-on.
- 14.3. You exercise your additional voluntary right of return in accordance with this Section 14 by sending the Items to the following address within the 45-day period: Bleckmann, Fabletics Ltd, Unit 11D Broadmoor Road, South Marston Park, South Marston, Swindon, SN3 4WB.
- 14.4. If you exercise the additional voluntary right of return, a Credits or a credit note in the amount of the price paid will be credited to your member account. A cash refund of the purchase price is excluded as part of the additional voluntary right of return. We will bear the costs of the return shipment if you use the free return methods that we offer you on the website <Shipping & Returns>.
- 14.5. We grant you the additional voluntary right of return in addition to your statutory cancellation rights regarding the purchase of Items. The provisions for the additional voluntary right of return apply exclusively to this and do not restrict your statutory cancellation rights in any way.

15. Our right to cancel the initial order after revocation of VIP membership

- 15.1. Due to a contractual right of cancellation, we are entitled to terminate the purchase contract with you for your first order placed as a VIP member ("**first order**") if you cancel your VIP membership in accordance with [Section 5.5.1](#) and have not previously placed an order on Fabletics other than the initial order. If we declare this termination to you by cancelling your initial order, then the following shall apply:
 - 15.1.1. if the first order has not yet been shipped to you then:
 - 15.1.1.1. we are permitted by law to treat the first order as cancelled, such that you and we are placed back into the position that we would have been in had you not signed up for the VIP membership, and

accordingly we will refund you in respect of the price paid by you for the first order;

- 15.1.1.2. your VIP membership benefits will cease;
- 15.1.1.3. your membership status will revert to basic member status and you are entitled to purchase the Item(s) ordered with the initial order at the price at which you could have ordered the Item(s) in question as a basic member; and
- 15.1.1.4. we will refund you in respect of the cancelled VIP membership; or

15.1.2. if the first order has already been shipped to you then:

- 15.1.2.1. your VIP membership benefits will cease;
- 15.1.2.2. your membership status will revert to basic member status; and
- 15.1.2.3. we will refund you in respect of the cancelled VIP membership but reduced by an amount that is equivalent to the saving you made by ordering the relevant Products under the VIP membership (now cancelled) as opposed to the basic membership (now live).

15.1.3. To clarify: This right of cancellation also applies if you have previously been a VIP member of Fabletics and cancel a new VIP membership.

16. Liability for defects and relationship of the cancellation rights/additional voluntary right of return to the claims for defects and to each other

- 16.1. In addition to the statutory cancellation rights in accordance with [Section 13](#) and the additional voluntary right of return in accordance with [Section 14](#), you have legal rights in relation to Items that are not as described, faulty or otherwise not fit for purpose. If you believe that any Items that you have ordered do not conform with these GTC please contact our Customer Services Team to request a replacement or refund.
- 16.2. We are under a legal duty to provide you with Items that are in conformity with the terms applying to your purchase contract. Nothing in these GTC affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.
- 16.3. The statutory cancellation rights in accordance with [Section 13](#) and the additional voluntary right of return in accordance with [Section 14](#) exist independently of each other and to the rights set out in this [Section 16](#).

Liability, changes to GTC, final provisions, etc.

17. Breaches of contract, liability

Your liability

- 17.1. In the interests of all our members and the smooth operation of Fabletics, we reserve the right to warn members in the event of breaches of these GTC or - in the event of serious breaches that constitute an important reason for cancellation - to terminate

VIP memberships without notice and to delete or modify content created by members.

- 17.2. For the avoidance of doubt, if you materially or repeatedly breach any of the GTC we may immediately do any or all of the following (without limitation):
 - 17.2.1. issue a warning to you;
 - 17.2.2. withdraw your right to access/use your account;
 - 17.2.3. suspend or terminate your account and/or your membership;
 - 17.2.4. issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
 - 17.2.5. take further legal action against you; and/or
 - 17.2.6. disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.
- 17.3. If we terminate your membership in accordance with these GTC then:
 - 17.3.1. all rights granted to you under these GTC shall cease;
 - 17.3.2. you will no longer be able to access your account or any information stored there;
 - 17.3.3. you will no longer be able to place orders for Items; and
 - 17.3.4. any Credits that you have accrued on your account will be permanently deleted and will not be available for your access/use.

Our liability

- 17.4. Nothing in these GTC excludes or limits our liability for:
 - 17.4.1. death or personal injury caused by our negligence;
 - 17.4.2. fraud or fraudulent misrepresentation; and
 - 17.4.3. any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 17.5. If we fail to comply with these GTC, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these GTC or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed Fabletics.
- 17.6. We only supply Fabletics for domestic and private use. You agree not to use Fabletics for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17.7. We are not liable for any loss or damage suffered by you as a result of your negligence whilst using Fabletics.
- 17.8. We assume no responsibility for the content of websites or mobile applications linked to via Fabletics (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites or mobile

applications. We will not be liable for any loss or damage that may arise from your use of them.

- 17.9. Save as set out in [Section 17.10](#) below in respect of a VIP membership, our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these GTC, whether in contract, tort (including negligence) or otherwise shall not exceed £100.
- 17.10. In respect of a VIP membership, instead of the limit in [Section 17.9](#), our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these GTC whether in contract, tort (including negligence) or otherwise shall not exceed the greater of: (i) amount of the VIP membership fees paid by you for the calendar month during which the liability arose; and (ii) £100.
- 17.11. Insofar as we have limited or excluded our liability, this shall apply in the same way to the liability of our legal representatives, employees and authorised representatives.

18. Intellectual property rights

- 18.1. We are the owner or licensee of all intellectual property rights in the Fabletics website and its content and the Fabletics name and mark. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved. No part of Fabletics, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, reposted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent. You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these GTC.
- 18.2. We reserve all our intellectual property rights exclusively and may not be used online or offline by members or third parties without our written consent.

19. Reservation of right of amendment

- 19.1. We reserve the right to revise and amend these GTC (if, for example, there is a change in law or security reasons that means we need to make a change). If you are an active member, we will provide you with at least thirty (30) days' advance notice of such changes, unless such changes are required on shorter notice to comply with applicable law. If you do not wish to continue using Fabletics following the changes to these GTC, you can cancel your membership. Any use of Fabletics after the expiry of the thirty (30) day notice period will be deemed acceptance by you of the changed GTC. Notwithstanding the foregoing, the GTC that applied at the time that you placed an order for Items shall still apply in respect of that specific order.
- 19.2. The ordinary rights of cancellation to which you and we are each entitled in accordance with [Sections 4.4](#), [5.5.2](#) and [17.1-17.3](#) shall remain unaffected.

20. Applicable law

- 20.1. These GTC are governed by English law. This means that your access to and use of Fabletics, your purchase of Items, your membership, and any dispute or claim arising

out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.

- 20.2. You may bring any dispute which may arise under these GTC to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the United Kingdom. We shall bring any dispute which may arise under these GTC to the competent court of your country of habitual residence if this is within the United Kingdom.
- 20.3. As a consumer resident in the United Kingdom, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these GTC affects your rights as a consumer to rely on such mandatory provisions of local law.

21. Miscellaneous

- 21.1. Should individual provisions of these GTC be or become invalid in whole or in part or should these GTC contain an omission, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the respective statutory provisions.
- 21.2. We do not participate in dispute resolution proceedings before a consumer arbitration board and we are not obliged to do so.
- 21.3. If we fail to insist that you perform any of your obligations under these GTC, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Date of last update: 07/05/2024