

This document does not reflect the current version of QVC UK's Customer Terms and Conditions but is a previous iteration provided for reference purposes.

QVC UK Customer Terms and Conditions – 02 June 2023

1. Introduction

1.1 QVC operates using its website, mobile applications, telephone ordering and voice response unit services (QCut), QVC's interactive television services (QVC+) and any other of QVC's services that you use to applications, services or systems that you use buy products ("Services").

1.2 These terms apply to purchases of products made using any one of the Services and to your use of any of QVC's Interactive Services (see section 13 below). You should read these terms together with the general terms of use of QVC's digital services available here.

1.3 Throughout these Terms, the terms "QVC, we, our, us" refers to QVC UK (Company number 02807164).

1.4 Access to the Services will require user registration. Subsequent access to the Services will be subject to verification of user registration details and PIN or password ("Password Details") relevant to the Service being accessed. The information that you provide must be accurate and complete. All Password Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable. You are responsible for maintaining the confidentiality of your Password Details to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or using your Password Details. You should take all necessary steps to ensure that your Password Details are kept confidential and secure and you should inform us immediately if you have any reason to believe that your Password Details have become known to anyone else, or is being, or is likely to be, used in an unauthorised manner.

1.5 By using the Services you are indicating your acceptance to be bound by these Terms. They form a legal agreement between you and us and can only be amended with our consent. Any purchases you make are subject to these Terms and any use you make of the Interactive Services are subject to these Terms.

1.6 We reserve the right to change these Terms from time to time without prior notice, provided that any such change will not affect any purchases you have made before the change is implemented. Your continued use of the Services, including the Interactive Services, signifies your acceptance to be bound by the latest Terms. Our most up to date Terms are available at www.qvcuk.com.

1.7 QVC holds and processes your personal information in accordance with its Privacy Statement, which you can find at <https://www.qvcuk.com/content/legal-information/privacy-statement.html>.

2. Ordering

2.1 For details on how to place an order to purchase a product from QVC you should refer to the relevant Services information at www.qvcuk.com. Whichever Service you choose for your order, you will have an opportunity to check through and correct any input errors in your order up until the point at which you submit your order.

2.2 All orders placed by you are subject to acceptance by us and, once accepted, our duty is to supply the goods in conformance with the order. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances. We may also close your account for any reason (including the reasons detailed in section 10.5) and we will not be liable to you or to anyone else in those circumstances.

2.3 If your order includes products which are not available from stock, we will contact you to ask how you wish to proceed. Where our Waitlist service is available you may have the option to wait until the products are available from stock, or alternatively you may cancel your order. For details on our Waitlist service, please refer to section 3 below.

2.4 Acceptance of your order and the formation of a contract between us will take place when we despatch the products ordered to you, unless we have notified you that we do not accept your order or you have cancelled it in accordance with section 10 below.

2.5 You can check the status of an outstanding order at any time by phone or online at www.qvcuk.com.

3. On Waitlist

3.1 Some products that are currently out of stock are available to order using our Waitlist service. We will advise you if this option is available when you place your order.

3.2 Waitlist means you can order a product immediately and we will despatch it to you if it comes back in to stock in the next 90 days. Your credit/debit card will not be charged until the product has been despatched. If stock does not arrive within the next 90 days the order will be automatically cancelled.

3.3 Waitlist orders are fulfilled in the order that they are received. When new stock arrives, the customers who ordered first will receive their products first. If your credit/debit card expires or is no longer valid or if payment is not authorised we reserve the right to cancel your order and notify you by post, telephone or email. If your address changes and you do not notify us we reserve the right to cancel your order.

4. Advanced Order

4.1 Some products that are currently out of stock are available to order using our Advanced Order service. We will advise you if this option is available when you place your order.

4.2 Advanced Order means that QVC has been able to secure additional stock from a supplier, but we have not yet received that stock into our warehouse. When a product is available on Advanced Order you can order a product immediately and we will despatch it to you when the product comes into stock. If stock does not arrive at QVC we will contact you by telephone, email or post and we reserve the right to cancel your order.

4.3 Advanced Order orders are fulfilled in the order that they are received. When new stock arrives, the customers who ordered first will receive their products first.

4.4 When you purchase a product on advanced order hold, QVC will not charge your credit/debit card until your product is despatched (please note goods may arrive at QVC for shipment earlier than the expected date). We will contact your bank to confirm that your payment card is valid, and

has not been reported as lost or stolen. Your bank will decide to reserve funds against your account and you may notice that the product's price is deducted from your available funds. Please contact your bank for further details about payment authorisations.

5. Auto-Delivery

5.1 Some products are available through our Auto-Delivery service. We will advise you if this option is available when you place an order.

5.2 Auto-Delivery means that you can request selected products to be despatched to you periodically on an ongoing basis for a set length of time. When you make your first Auto-Delivery order you will be notified of the relevant interval(s) at which you will be despatched the product and the length of time for which Auto Delivery is available on the product. Each despatch of product constitutes a separate order and each order is subject to acceptance by QVC in accordance with these Terms and Conditions.

5.3 When paying for products through our Auto-Delivery service, we will charge your credit/debit card on an ongoing periodic basis at the relevant interval and only when each order is despatched. If we no longer have stock of the product you have requested on Auto-Delivery, we will not accept any further orders and we will notify you by post, phone or email that the product is no longer available through Auto-Delivery. If your credit/debit card expires or is no longer valid or if payment is not authorised we reserve the right to cancel your orders and notify you by post, phone or email. If your address changes and you do not notify us we reserve the right to cancel your orders. You can cancel an Auto-Delivery request by contacting our Customer Care team.

6. Prices

6.1 All prices are in pounds (£) sterling, inclusive of UK VAT (where applicable), but exclude delivery charges. Delivery charges are usually described as "P&P", for post and packaging.

6.2 Standard UK mainland delivery charges, where applicable, are clearly displayed when you view the products you have selected within your basket or are given to you by our telephone operative when your order is placed. Delivery charges will be added to the total amount due once you have selected a delivery service, upon which they are automatically calculated and added to your order.

6.3 Subject to sections 6.4 and 6.5, the price you pay is the price displayed on the relevant Service at the time we receive your order.

6.4 In the unlikely event that the price of a product has been incorrectly advertised, we will contact you to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order. We will not be obliged to supply products at the incorrect price. Further information on pricing is available at www.qvcuk.com.

6.5 For products which are ordered for delivery outside of mainland UK the VAT rate and delivery charges may vary to the price displayed on the relevant Service at the time we receive your order.

7. Payment

7.1 Payment can be made by most major credit or debit cards. Further information on payment methods is available at www.qvcuk.com.

7.2 Subject to section 7.4 and section 8, we cannot accept your order until you have paid for it in full.

7.3 You agree to allow QVC to retain and use your credit card/debit card details for any subsequent purchases made by you when using the Services.

7.4 You can add one or more additional credit or debit cards to your account. When you place an order, you specify the card you want to use. If the card you specify is declined when we process your payment (including any future or recurring payments such as Auto-Delivery, Advanced Order or Waitlist), we will automatically try to charge that payment to one of the other cards on your account. If that card is also declined, we will automatically try to charge the payment to another card on your account, and so on, until we are able to successfully process your payment. This applies to Easy Pay also but we explain this in more detail in section 8 below.

8. Easy Pay

8.1 On selected products, QVC may offer the chance to spread your payment for the product over a number of equal monthly interest-free instalments. This is called "Easy Pay". When a product is available on Easy Pay, you will see this next to the price information on screen or on the relevant web or mobile pages. If you select Easy Pay at check-out then you will agree to pay the Easy Pay instalments until the product is paid in full. Easy Pay is often available for a limited period only. With Easy Pay, the first instalment will include any delivery charges.

Easy Pay is credit

8.2 Easy Pay is a credit product and your agreement to pay QVC using Easy Pay is a credit agreement. Easy Pay is not an account. Each time you buy a product using Easy Pay, you enter into a separate credit agreement; you are not "approved" for Easy in advance and there is no overall limit on the amount of Easy Pay set in advance. Your use of Easy Pay is subject to QVC's agreement and QVC may refuse to allow you to use Easy Pay for any particular purchase.

8.3 Although Easy Pay is interest free and QVC charges no other fees, you must still be sure that you can pay Easy Pay instalments when they fall due, particularly if you have multiple products on Easy Pay at any one time. You should consider not only whether you can pay the instalments for that single purchase, but also any other Easy Pay instalments for any products you have bought from QVC on Easy Pay previously, as well as your other financial commitments.

8.4 If you want to know how many Easy Pay instalments are outstanding, and when they are due, you can call us on 0800 51 41 31 and we will send you an Easy Pay statement by email or by post.

Credit searches for Easy Pay

8.5 Your use of Easy Pay is subject to QVC being satisfied that you can afford to meet all Easy Pay instalments, including any Easy Pay instalments already outstanding. To enable QVC to do this, we may carry out a search before we agree to allow you to pay using Easy Pay. This will be a "soft" credit check, and will not affect your credit score. QVC makes these searches using licensed credit agencies. For more details on how we collect, protect and share customer data please refer to our Privacy Statement at <https://www.qvcuk.com/content/legal-information/privacy-statement.html>

Change or expiry of cards used for Easy Pay

8.6 You can add one or more additional credit or debit cards to your account. When you place an order, you specify the card you want to use. If, after you place your Easy Pay order, you change your debit/credit card or if your card expires or is no longer valid, you must inform us of this by telephone. It is important that you do this before the Easy Pay instalment is due. If you don't do this, we will be unable to process your Easy pay instalments and this may cause delay and inconvenience. Updating your card details online only will not be effective to change the card used for subsequent Easy Pay instalments. We are aware that there can be many reasons for a card payment to be declined, and QVC will not assume that the issue is financial.

Returns and refunds for products bought using Easy Pay

8.7 Your rights to cancel your purchase and to return products are described in section 10 of these terms. These rights also apply to products bought using Easy Pay.

8.8 If you cancel your purchase (for any reason), QVC will end your Easy Pay credit agreement and will refund any Easy Pay instalments you have already made. If you cancelled your purchase and returned a product under your statutory return rights (i.e., within 14 days of purchase), then QVC will refund all Easy Pay instalments (including P&P). If you returned a product under QVC's Money Back Guarantee, then QVC will refund all Easy Pay instalments (but not P&P). QVC will make the refund within 14 days of receiving the returned product or proof of postage. In all cases, all future Easy Pay instalments will be cancelled.

8.9 You have a right to cancel your Easy Pay instalments. You can do this by contacting us by telephone on 0800 51 41 31 and repaying the full amount owing immediately. Alternatively, you can return the product you bought on Easy Pay (see above).

Consequences of failure to pay Easy Pay instalments

8.10 We recognise that card declines can be for a number of reasons. We have described above how you can change the card you use for Easy Pay instalments. If your card is declined when we process an Easy Pay instalment, we will automatically try to charge that payment to one of the other cards on your account. If that card is also declined, we will automatically try to charge the payment to another card on your account, and so on, until we are able to successfully process your payment. If we cannot process your Easy Pay instalments using one of these cards, we will normally allow you to make those payments using some other payment method, except where we suspect fraud.

8.11 If we're still not successful, we may ask you to pay us the outstanding amount directly or if you have still not paid us within a reasonable amount of time, we may use a debt collection agency to collect the money for us. A debt collection agency is a company, regulated by the UK Financial Conduct Authority, that recovers overdue amounts from customers or other borrowers.

8.12 If you do not pay Easy Pay instalments when due, this may mean that you cannot use Easy Pay in the future.

Questions about Easy Pay

8.13 If you have any questions about Easy Pay or any concerns about your ability to meet your Easy Pay instalments, you can contact us by email, contact us via our online form on our website at www.qvcuk.com, by phone on 0800 51 41 31 or by letter to Department Q, QVC Customer Operations Centre, South Boundary Road, Knowsley Industrial park, Knowsley, Liverpool, L70 2QA.

9. Delivery

9.1 Where delivery charges are displayed on the Service, these are standard United Kingdom delivery charges (unless otherwise specified on the Service or when ordering). We are also able to deliver to certain other locations, as well as faster delivery options. Delivery charges and timescales vary depending on the type of product ordered, the delivery service selected and the delivery address. Please see www.qvcuk.com or speak to our Customer Care team.

9.2 We only despatch products ordered by you once payment has been authorised.

9.3 We will deliver directly to the address specified in your order. We cannot deliver products within the same order to multiple addresses. In some cases we can deliver an order to an alternative address from your registered membership address. Such an alternative delivery address can only be provided to us when ordering online or by phoning our Customer Care team.

9.4 Title to the products you purchase passes to you on delivery by QVC (or one of QVC's vendors) to the carrier for shipment to you. Risk of loss and damage of products passes to you when you receive the product.

9.5 When you buy any amount of identical products (same colour, size and style) in the same order and have them delivered to the same address, known as a Multi-Quantity order, you will pay the full postage and packing charge for the first product and the postage and packing charge on each additional identical product will be fifty percent (50%) of the first product's postage and packing charge.

9.6 If you choose to use the Services from outside the United Kingdom, you are responsible for complying with local laws, if and to the extent that they are applicable. We do not represent or warrant that any product we sell is appropriate for use or available in locations outside of the United Kingdom, or that it complies with any legal or regulatory requirements of such other locations.

9.7 If you order products for delivery outside the United Kingdom, they may be subject to import duties and taxes; you will be responsible for these. We have no control over such charges and cannot advise you as to what they may be, although your local customs office may be able to assist. For deliveries outside the United Kingdom, you will be regarded as the importer and it is your responsibility to comply with all laws and regulations of the country in which the products are to be delivered. You therefore authorise QVC and its delivery and customs service providers to act in your name and on your behalf when declaring imports at the appropriate customs authorities. Cross-border deliveries may be subject to opening and inspection by customs authorities.

10. Returns, Cancellation and money back guarantee

10.1 You have a statutory right to cancel your purchase within 14 days of receiving the products (subject to the exceptions stated below). You can cancel by simply returning the order or contacting us via email (please use our online form at www.qvcuk.com); over the phone on 0800 51 41 31; by sending us the cancellation form provided on www.qvcuk.com; or by writing to Dept R (Cancellations), QVC, South Boundary Road, Liverpool, L70 2QA. You should keep evidence of having given notice of cancellation. You must return the products to us (at your own risk and cost) within 14 days of notifying us of your cancellation in accordance with the return instructions and invoice enclosed with your order. If the products are unsuitable for return by post, you will be responsible for the cost of couriering them to us; if you contact Customer Services we will try to provide you

with an estimate of the courier cost. We will refund the full purchase price together with the standard delivery charge paid within 14 days of receiving the returned products or of you providing us with valid and verifiable evidence that you have sent the product back. If you chose to pay for express delivery, we will only refund the cost of standard delivery. You must, however, take care of the products before you return them. We may reduce the amount we refund to you if the products are no longer in a fully resaleable condition, for example if you use them, damage them or otherwise handle the product beyond what you could reasonably do in a shop. You do not have the legal right to cancel the following items: (i) perishable products e.g. certain food products or plants/flowers; (ii) audio/video recordings, DVDs or computer software that you have removed from the sealed packaging in which they were delivered to you; (iii) products made to your own specification or are clearly personalised; (iv) periodicals or magazines; and (v) sealed goods which are not suitable for return due to health protection or hygiene reasons that you have removed from the sealed packaging.

10.2 Without prejudice to your statutory right to cancel, every product sold by QVC, unless otherwise stated, is also backed by our 60 day money-back guarantee ("60-Day Money-Back Guarantee"). We want you to be satisfied with your purchase. However, if you change your mind about a product or you would like to change the size or colour, simply return it within 60 days of receipt, in accordance with the return instructions on the invoice enclosed with your order. Please be aware that you are responsible for the cost of any returns.

10.3 If you return a product to us for any reason, recommend that you get proof of posting. If your item has a value of £200 or more, you must use a 'signed for' service and ensure your item is covered by insurance. Where a product is too heavy to be returned via Royal Mail, please contact our Customer Care team to arrange for collection by courier. For further information please see our returns policy at www.qvcuk.com.

10.4 Under our 60-Day Money-Back Guarantee the purchase price will be refunded. Delivery charges will not be refunded, unless you use your statutory right to cancel within the 14 day statutory returns period. Please see clause 10.1 for details. You should allow up to 14 days for your refund to be processed. We will normally refund you using the same payment method that you used to purchase the products. For further information on our 60-Day Money-Back Guarantee please see our returns policy at www.qvcuk.com.

10.5 It is our policy to contact and work with customers whose level of returns is very high. This is to ensure that our prices are not negatively impacted by the cost to QVC of dealing with an extremely high number of returns by a small minority of customers. If a customer continues to return an extremely high number of products to us, we reserve the right to close their account. If this happens the customer's statutory rights will remain unaffected, orders accepted by us before the account has been closed will be fulfilled in accordance with these term and individual product warranties will continue to be honoured in accordance their terms.

11. Product information

11.1 We have taken reasonable steps to display as accurately as possible the colours and other detailing of our products. However, the actual colours and detailing you see onscreen will depend on the equipment you use to view the products. We cannot guarantee that your television, mobile device or computer monitor display of any colour or other detailing will exactly reflect the colour or detailing of the product upon delivery.

11.2 Any information regarding sizing of products is included as a guide only. If you are in any doubt as to the size of any product you require, we recommend that you contact us prior to placing an order.

12. Age-restricted products

12.1 If you wish to order a product where a minimum age requirement is indicated, you must confirm that you are of the required age before you will be able to proceed with the order. We reserve the right not to supply any age-restricted product where we reasonably believe that you are below the relevant minimum age.

12.2 For certain age-restricted products only certain specified payment methods may be allowed.

13. Interactive Services and Community Standards

13.1 QVC's services may offer users the ability to comment, interact or participate via reviews, ratings, testimonials, chat, video, audio or similar features. When a service offers that ability to participate, we call it an "**Interactive Service**". An Interactive Service includes QVC groups or pages on social media sites (including Facebook and Instagram) that are administered by QVC. This means that your participation on those groups or pages will be subject to this section, in addition to any standards or rules of the social media site itself.

13.2 When you use our Interactive Services, you must comply with our Community Standards.

13.3 You must be at least 18 years old to use or participate in QVC's Interactive Services.

13.4 Anything that users upload or share in the Services, including text, photographs, audio clips, video clips, links, graphics, emojis, screen names, profiles or other data, text or information is "**User Content**". When we say that users may "share" User Content, we refer to any way this happens, such as uploading, posting, displaying or publishing.

13.5 You grant us a licence to use your User Content. By sharing any User Content on or through the Services, you hereby grant to us a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your User Content for whatever purpose we in our discretion see fit, including without limitation distributing part or all within any of QVC's Services (not only the Interactive Service that you originally shared it in). Examples of those other Services would be our website or apps, or our television channels, but could be any media format or through any other media channels. We do not have to ask your further permission or refer back to you before using these rights you give us.

13.6 We do not claim ownership in your User Content. You will continue to own your User Content or if a third party (and not you) owned it, then that third party will continue to own it.

13.7 You must ensure that:

- you own the User Content shared by you on or through the Interactive Service or that you otherwise have the right to grant us the license in section 13.5;
- our display or use of your User Content on or through the Interactive Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any

other rights of any person, and that the display or use of your User Content will not result in a breach of contract between you and a third party; and

- your User Content complies with QVC's Community Standards.

You agree to pay for all royalties, fees, and any other monies owing to any person arising by reason of User Content you post on or through the Services.

13.8 You must not use the Interactive Services in any way which:

- is harmful, unlawful or illegal; or
- may give rise to civil or criminal liability for us or any of our affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives or bring us or any of them into disrepute; or
- is for or on behalf of a third party (including a business, retailer, vendor or brand).

13.9 You must not create or submit unwanted emails or comments to any other QVC UK Interactive Services users. You must ensure that the User Content is relevant to QVC UK.

13.10 You may provide your personal opinion on a QVC product being reviewed. Any claim that could reasonably be interpreted as an objective, factual statement must be accurate and supported by evidence.

13.11 While QVC prohibits any conduct and content on the Interactive Services in breach of the Community Standards, you understand and agree that QVC cannot be responsible for the content posted on the Interactive Services by other users and you nonetheless may be exposed to such materials and that you use the Interactive Services at your own risk.

13.12 If you decide to include a minor in your User Content, you represent that you have the right to do so or you have obtained the permission and consent of the parent or guardian of a minor before including them in your User Content and ensure the minor is a willing participant in your User Content.

13.13 You shall not include any reference to QVC and/or Interactive Services in your username and/or profile picture.

13.14 We may immediately, temporarily or permanently withdraw your right to use the Interactive Services and any other QVC Services and terminate any or all of these Terms, if you fail to comply with any provision of these Terms. We may temporarily suspend your access to the Interactive Services if we suspect or detect (in our sole opinion) any suspicious or illicit activity (e.g. unusual login attempts).

14. Our liability

14.1 We will not be liable to you where performance of any of our obligations is prevented or restricted by any circumstance or cause beyond our reasonable control.

14.2 You are responsible for the use you make of the products you order. To the extent not prohibited by law, we accept no liability for any loss which is not reasonably foreseeable or for any

business loss (which includes loss of profits, contracts, goodwill, opportunity and other similar losses).

14.3 We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

14.4 Nothing in this section or elsewhere in our Terms affects your statutory legal rights.

15. General

15.1 QVC UK is a company registered in England. Our company number is 02807164 and our registered office address is Building 8, Chiswick Park, 566 Chiswick High Road, London W4 5XU. Our VAT registration number is 723095447. Any formal legal notices should be sent to us at the address at the end of these Terms and Conditions by post or by email and confirmed by post.

15.2 If QVC does not insist immediately that you do something you are required to do under these Terms, or if QVC delays in taking steps against you in respect of you breaching these Terms, that does not mean that you do not have to do those things, and it does not prevent QVC from taking steps against you at a later date.

15.3 If any part of these Terms and Conditions is found to be unenforceable as a matter of law, all other parts of these Terms and Conditions shall be unaffected and shall remain in force.

15.4 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of the Services shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

15.5 You may not assign, transfer or sub-contract any of your rights or obligations under these Terms and Conditions or any related order for products to any third party unless agreed in writing by QVC.

15.6 QVC reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these Terms and Conditions or any related contract to any third party.

15.7 These Terms are between QVC and you. No other person shall have any rights to enforce any of the terms. Neither QVC nor you will need to get the agreement of any third party in order to make any changes to these Terms.

15.8 You and we agree that English law applies to these Terms and Conditions and that any dispute between us arising out of or in connection with these Terms and Conditions will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.

16. How to contact us

16.1 By email, contact us via our online form on our website at www.qvcuk.com

16.2 By Phone, call our Customer Services representatives on 0800 51 41 31. We may monitor and/or record calls for the purposes of training, quality control and/or improving customer service.

16.3 By letter, write to us at: Department Q, QVC Customer Operations Centre, South Boundary Road, Knowsley Industrial Park, Knowsley, Liverpool, L70 2QA