

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 - 18 October 2019

### 1 Introduction

- 1.1 You can place orders with QVC online, by phone, with QCut (our automated touch-tone telephone ordering service) or by using our iPhone, iPad and Android applications.
- 1.2 These options are collectively referred to as the “**Services**”/“**Service**”. Further information on each of our Services is available at [www.qvcuk.com](http://www.qvcuk.com).
- 1.3 The terms and conditions contained in this document (“**Terms and Conditions**”) apply to purchases made using any one of the Services.
- 1.4 Throughout these Terms and Conditions, the terms “**QVC, we, our, us**” refers to QVC UK (Company number 02807164).
- 1.5 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 All Password Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable.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.
- 1.6 By using the Services you are indicating your acceptance to be bound by these Terms and Conditions. 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 Conditions.
- 1.7 We reserve the right to change these Terms and Conditions 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 shall signify your acceptance to be bound by the latest Terms and Conditions. Our most up to date Terms and Conditions are available at [www.qvcuk.com](http://www.qvcuk.com).
- 1.8 When you set up an account with QVC, buy a product, enter a promotion or use other QVC services, we will collect personal information from you. This may include your name, your address, your telephone number and your email address. We will store this information securely and we will not give it to third parties to market products or services to you. By giving us that information, you consent to QVC using it to market additional QVC products and services to you. You can change your marketing preferences at any time by logging onto your account at [www.qvcuk.com](http://www.qvcuk.com) (and going to the Preference Centre) or by calling us on 0800 51 41 31. QVC holds and processes

your personal information in accordance with its Privacy Statement, which you can find at [www.qvcuk.com](http://www.qvcuk.com).

## **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](http://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 clause 9.4) 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 9 below.
- 2.5 You can check the status of an outstanding order at any time by phone or online at [www.qvcuk.com](http://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.
- 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](http://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](http://www.qvcuk.com).

- 7.2 Subject to section 7.5 we cannot accept your order until you have paid for it in full.

- 7.3 Credit/debit card transactions are subject to routine searches from time to time and a search may be carried out prior to granting you the right to pay using our Easy Pay facility (see section 7.5). QVC undertakes these searches in association with licensed credit agencies to detect and prevent fraud and to evaluate your qualification for payment options, including Easy Pay. For more details on how we collect, protect and share customer data please refer to our Privacy Statement at [www.qvcuk.com](http://www.qvcuk.com).

- 7.4 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.

- 7.5 On selected products and in conjunction with selected services, QVC offers you the chance to spread payments of a product over the course of a number of equal monthly interest-free payments ("Easy Pay"). Your use of Easy Pay is subject to the searches referred to in section 7.3. Easy Pay is often available for a limited period only. When a product is available on Easy Pay, you will be informed of the offer alongside the price information on screen or on the relevant web or mobile pages. With Easy Pay the first instalment will include any delivery charges. You are responsible for paying all instalments and you must inform us if you change your debit/credit card or if your debit/credit card expires or is no longer valid. Any declined Easy Pay payments will result in you losing the right to pay by Easy Pay instalments and all outstanding sums will become due immediately.

## **8 Delivery**

- 8.1 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](http://www.qvcuk.com) or speak to our Customer Care team.

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

- 8.3 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.

- 8.4 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..
- 8.5 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.
- 8.6 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.
- 8.7 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. Cross-border deliveries may be subject to opening and inspection by customs authorities.

## **9 Cancellation and Money Back Guarantee**

- 9.1 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 via email (please use our online form at [www.qvcuk.com](http://www.qvcuk.com)); over the phone on 0800 51 41 31; by sending us the cancellation form provided on [www.qvcuk.com](http://www.qvcuk.com); or by writing to at 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 proof of postage. 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; (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 (vi) items made to your specifications or are clearly personalised (v) newspapers or periodicals.
- 9.2 Without prejudice to your statutory right to cancel, every product sold by QVC, unless otherwise stated, is also backed by our 30 day money-back guarantee ("**30-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 30 days of receipt, in accordance with the return instructions on the invoice enclosed with your order. We also recommend that you obtain proof of posting. Where a product is too heavy to be returned via Royal Mail, please contact our Customer Care team to arrange for collection by courier. Please be aware that you are responsible for the cost of any returns.

9.3 Under our 30-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 9.1 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 30-Day Money-Back Guarantee please see our returns policy at [www.qvcuk.com](http://www.qvcuk.com).

9.4 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 terms and individual product warranties will continue to be honoured in accordance their terms.

## **10 Product Information**

10.1 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.

10.2 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.

## **11 Age-restricted products**

11.1 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.

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

## **12 Our liability**

12.1 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.

12.2 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).

- 12.3 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.
- 12.4 Nothing in this section or elsewhere in our Terms and Conditions affects your statutory legal rights.

### **13 General**

- 13.1 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.
- 13.2 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms and Conditions.
- 13.3 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.
- 13.4 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.
- 13.5 You may not assign 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 upon in writing by QVC.
- 13.6 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.
- 13.7 No term of any contract subject to these Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to such contract.
- 13.8 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. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

### **14 How to contact us**

- 14.1 By email, contact us via our online form on our website at [www.qvcuk.com](http://www.qvcuk.com)

14.2 By Phone, call our Customer Services representatives on **0800 51 41 31**. For your convenience, our trained advisors are available between the hours of 7am and 2am to offer you support and assistance (we are only closed on Christmas Day). We may monitor and/or record calls for the purposes of training, quality control and/or improving customer service.

14.3 By letter, write to us at:

Department Q, QVC Customer Operations Centre, South Boundary Road, Knowsley Industrial park, Knowsley, Liverpool, L70 2QA