
CAPSULE WARDROBE COLLECTION TERMS AND CONDITIONS

BACKGROUND:

- (A) Caroline Wolf (owner), trading as Capsule Wardrobe Collection, provides an online wardrobe and styling service as well as working as a coach helping women overcome confidence issues. These terms and conditions are applicable to both types of services, as well as any goods supplied in connection with the services.
- (B) Caroline is a qualified and experienced personal and professional stylist for women and men. With formal training and a background in retailing and retail manufacturing, Caroline has a breadth and depth of knowledge to use in her capsule wardrobe recommendations. Caroline holds a Graduate Diploma in Coaching and is internationally qualified with over 12 years of experience as an executive and image coach. She is an International Coach Federation PCC (Professional Certified Coach).
- (C) You must be at least 18 years of age to use our services.

These Terms and Conditions are the standard terms for the ordering of the Goods, if applicable, and the provision of Services by Caroline Wolf trading as Capsule Wardrobe Collection ("**CWC**"), whose main trading address is at Ground Floor, 18 Poplar Grove, London, W6 7RE.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;
"Contract"	means the contract for the provision of Goods and/or Services, as explained in Clause 3;
"Goods"	means the goods comprising your capsule wardrobe that you may choose to order directly from suppliers or We may order on your instruction, subject to specific agreement between Us and you;
"ICF Agreement"	means the ICF (International Coach Federation) Agreement form, attached as a Schedule to these Terms and Conditions, which is applicable to our coaching Services;
"Lookbook"	means a personalised Lookbook provided by CWC as part of our Services as outlined in sub-clause 6.1;
"Month"	means a calendar month;
"Price"	means the price payable for the ordering of the Goods, if applicable, and/or the provision of Services;

“Services”	means the Services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation) which may include the ordering of the Goods on your instructions, if specifically agreed between you and Us in writing;
“Special Price”	means a special offer price payable for Goods and/or Services which We may offer from time to time;
“Order”	means your written request for CWC to provide Our Services and/or the Goods;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“We/Us/Our”	Means CWC as defined above.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

2. Information About Us

- 2.1 Caroline Wolf trading as Capsule Wardrobe Collection (**“CWC”**), whose main trading address is at Ground Floor, 18 Poplar Grove, London, W6 7RE.

3. The Contract

- 3.1 These Terms and Conditions govern the provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing, typically via email.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Services;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
 - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

- 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
- 3.4.5 The arrangements for payment, performance and the time by which (or within which) We undertake to perform Our Services;
- 3.4.6 Where applicable, the arrangements for payment where We undertake to order the Goods on your instructions for delivery to you;
- 3.4.7 Our complaints handling procedures;
- 3.4.8 In relation to the Services, the duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract; and
- 3.4.9 Where applicable, details of after-sales services.

4. Orders

- 4.1 All Orders for the Services made by you will be subject to these Terms and Conditions.
- 4.2 The Price for our Services is non-refundable, unless otherwise is stated in the Contract.
- 4.3 We advise that you purchase the items that form your Lookbook as soon as possible and in any case within 48 hours from the time when we send you the Lookbook, as we cannot guarantee their availability, correct size, colour and other attributes. If any of the items become unavailable to purchase from our recommended supplier before the expiry of the 48 hours period, we reserve the right to suggest alternative items for your Lookbook but are not obliged to do so.
- 4.4 We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

- 5.1 The Price for the Services will be that shown in Our correspondence to you at the time of your Order. If there is a delay between Our Price communication and you placing your Order, we will advise of the current Price at the time of you placing your Order.
- 5.2 If We quote a Special Price which is different to the standard Price communicated to you, the Special Price will be valid for <<insert period>> or, if the Special Price is part of an advertised special offer, for the period shown in Our advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

- 5.3 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.
- 5.4 Before We begin providing the Services, you will be required to pay 100% of the total Price for the Services. The due date for payment will be included in the Order Confirmation.
- 5.5 Unless expressly stated otherwise in Our correspondence with you as part of the Order and its acceptance, our Price does not include the cost of the clothes or accessories recommended in your Lookbook or the ordering or delivery of the clothes.
- 5.6 In certain circumstances, if your Order is cancelled, your payment will be refunded in full or in part in accordance with Clause 10.
- 5.7 We accept payments via BACS transfer and International BACS transfer.

6. Providing the Services

- 6.1 CWC work primarily with UK-based online retailers, shops and boutiques. We recommend online clothing providers and retailers, with whom We have worked before and/or who We believe to be reputable, are in good-standing and trustworthy, although We do not provide warranties in relation to these statements.
- 6.2 We may also recommend High Street shops and boutiques who do not have online ordering, if, in Our opinion, appropriate for you.
- 6.3 Unless expressly agreed otherwise with you at the time of placing your Order, we do not accept any responsibility for the delivery of any of the items ordered, the quality of the goods supplied or the services provided by the online shop/ seller, supplier or retailer at any time before, during or after Our provision of Services to you.
- 6.4 Upon Our receipt of the full payment for our Services, We will send you an online questionnaire to complete. Based on your answers and photos submitted to Us, CWC will provide in return a personalised Lookbook, sent to you by email.
- 6.5 We endeavour to meet your budget requirements but we reserve the right to recommend a higher or lower price point according to the look you wish to achieve or have asked Us to recommend.
- 6.6 You are not under any obligation to act upon Our advice or recommendations provided as part of our Services and you are not under any obligation to purchase any of the items listed or mentioned as part of our Services.
- 6.7 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards, and in accordance with any information provided by Us about the Services and about Us.
- 6.8 We will begin providing the Services on the date confirmed in Our Order Confirmation and will continue providing the Services for a period of time agreed with you in writing.
- 6.9 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.10 If We require any information or action from you in order to provide the

Services, We will inform you of this as soon as is reasonably possible.

- 6.11 If the information or action required of you under sub-Clause 6.10 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.
- 6.12 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.10, We may suspend the Services (and will inform you of that suspension in writing).
- 6.13 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.
- 6.14 If the Services are suspended under sub-Clauses 6.12 or 6.13, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).
- 6.15 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing.
- 6.16 If We agree to arrange for the supply the Goods to you, we will make reasonable efforts to ensure that the Goods conform to illustrations, photographs and descriptions provided prior to you ordering the Goods. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate.
- 6.17 For any Goods the We order, purchase and deliver on your behalf from suppliers, there is an extra administration fee applicable, as well as delivery charges, payable in advance. Any administration fee and delivery charges are non-refundable.
- 6.18 If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clauses 6.16 and 6.17, please contact the supplier(s) directly as we are unable to process any returns, refunds or replacements of the Goods. Please also see Clause 7.6 for further details.
- 6.19 Unless otherwise is agreed in writing with Us, we may be able to arrange the delivery of any Goods, if We have agreed that this will form part of our Services, to Mainland UK only.
- 6.20 We work primarily with UK-based online retailers and suppliers and those companies despatching clothes out of the UK. Deliveries made outside the UK may incur import duties or formal customs entry fees. Any such duties and fees are your responsibility and must be paid by you. We do not have any control over these duties and fees, which may vary from country to country.
- 6.21 Where we have agreed to arrange for the delivery of the Goods, We will provide you with an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of the Goods, your location and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and within reasonable period of time.
- 6.22 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order.

- 6.23 The responsibility (sometimes referred to as the “risk”) for the Goods passes to you at the earlier of: a) the terms specified in the applicable supplier contract between you and the supplier; or b) at the point when We give the Goods to the delivery service as agreed with you or as chosen by Us. You own the Goods once We have received payment in full for them and have ordered the Goods on your behalf, unless otherwise is stated in the applicable supplier contract between you and the supplier of the Goods.

7. Problems with the Goods and/or Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.11 will apply and We may charge you for remedial work.
- 7.4 As a consumer, you have certain legal rights with respect to the purchase of Goods and/or Services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.
- 7.5 We aim to provide Our Services with reasonable skill and care, following the online questionnaire complete by you, our telephone conversations and meetings, if applicable, as to the image that you would like to have. However, style is very personal and subjective. We supply our Services, including the provision of the Lookbook with reasonable skill and care and cannot guarantee that you would always fully agree with Our suggestions. In the unlikely event that we do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method.
- 7.6 We do not provide any Goods directly. If you have ordered any Goods that form part of the Lookbook that we provided you as part of Our Services or We have arranged the ordering and delivery of your Goods, and you are not satisfied with them, please contact directly the person or the company that supplied those Goods to you. We are not responsible for any issues in respect of those Goods, including whether they are of satisfactory quality, fit for

purpose or fit the description at the time of purchase. Your contract for the purchase and supply of the Goods is directly with the suppliers and We are not a party to that contract.

8. Our Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide Our Services for domestic and private use (or purposes). We make no warranty or representation that Our Services are fit for commercial, business or industrial purposes of any kind (including resale). By making your Order, you agree that you will not use our Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 If We are providing Our Services in your property and We cause any damage, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that We may discover while providing the Goods and/or Services.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Goods and/or Services or about Us.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 9.2.1 We will inform you as soon as is reasonably possible;

- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods and/or Services as necessary;
- 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.1.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;
- 9.2.5 If the event outside of Our control continues for more than 4 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.3.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10. Cancellation

- 10.1 If any of the following occur, you may cancel the Goods and/or Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Goods and/or Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Goods and/or Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 10.1.1, you will not be required to make any payments to Us.
 - 10.1.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 Calendar Days of you asking Us to do so in writing; or
 - 10.1.2 We enter into bankruptcy or other type of insolvency proceedings; or
 - 10.1.3 We are unable to provide the Services due to an event outside of Our control; or
 - 10.1.4 We change these Terms and Conditions to your material disadvantage.
- 10.2 We may cancel your Order for the Services before the Services begin under sub-Clause 4.3.
- 10.3 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Goods and/or Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Goods and/or Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 14 Calendar Days notice in these circumstances:

- 10.3.1 You fail to make a payment on time as required under Clause 5; or
 - 10.3.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 Calendar Days of Us asking you to do so in writing; or
 - 10.3.3 We are unable to provide the Goods and/or Services due to an event outside of Our control.
- 10.4 For the purposes of this Clause 10 a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. **Communication and Contact Details**

- 11.1 If you wish to contact Us, you may do so by telephone at +44 (0)203 637 2433 or by email at caroline@capsulewardrobecollection.com.
- 11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Goods and/or Services). When contacting Us in writing you may use the following methods:
 - 11.2.1 Contact Us by email at caroline@capsulewardrobecollection.com; or
 - 11.2.2 Contact Us by pre-paid post at Capsule Wardrobe Collection, Ground Floor, 18 Poplar Grove, London, W6 7RE.

12. **Complaints and Feedback**

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 12.2 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Goods and/or Services, please contact Us in one of the following ways:
 - 12.2.1 In writing, addressed to Caroline Wolf, Capsule Wardrobe Collection, Ground Floor, 18 Poplar Grove, London, W6 7RE; or
 - 12.2.2 By email at caroline@capsulewardrobecollection.com.

13. **How We Use Your Personal Information (Data Protection)**

- 13.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 13.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy available from <https://www.capsulewardrobecollection.com>.

14. **Other Important Terms**

- 14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. **Governing Law and Jurisdiction**

- 15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 15.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency in the United Kingdom.

SCHEDULE TO THE CAPSULE WARDROBE COLLECTION (CWC) TERMS AND CONDITIONS



COACHING AGREEMENT

To my Client: Please review and sign where indicated and return to me before the first coaching session.

NAME:

INITIAL TERM: MONTHS FROM TO [YEAR] OF SESSION(s) PER MONTH

DURATION: 1 - 2 HOURS (length of scheduled session)

FEE: £ PER MONTH billed at the end of each calendar month

- 1. As a client, I understand and agree that I am fully responsible for my physical, mental and emotional well-being during my coaching calls, including my choices and decisions. I am aware that I can choose to discontinue coaching at any time.
- 2. I understand that “coaching” is a Professional-Client relationship I have with my coach that is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.
- 3. I understand that coaching is a comprehensive process that may involve all areas of my life, including work, finances, health, relationships, education and recreation. I acknowledge that deciding how to handle these issues, incorporate coaching into those areas, and implement my choices is exclusively my responsibility.
- 4. I understand that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. I understand that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and I will not use it in place of any form of diagnosis, treatment or therapy.
- 5. I promise that if I am currently in therapy or otherwise under the care of a mental health professional, that I have consulted with the mental health care provider regarding the advisability of working with a coach and that this person is aware of my decision to proceed with the coaching relationship.
- 6. I understand that information will be held as confidential unless I state otherwise, in writing, except as required by law.
- 7. I understand that certain topics may be anonymously and hypothetically shared with other coaching professionals for training OR consultation purposes.
- 8. I understand that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals. I will seek independent professional guidance for legal, medical, financial, business, spiritual or other matters. I understand that all decisions in these areas are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.

I have read and agree to the above and I agree that the CWC terms and conditions are applicable to this Coaching Agreement.

_____ Client Signature Date:

18 Poplar Grove | London W6 7RE | United Kingdom
caroline@capsulewardrobecollection.com