

## **Terms & Conditions**

This Terms and condition (“Terms”) is between you (“you” or “your”) and 4element London Ltd (“we,” “our,” “us,” or “4Element”) and governs your access to and use of our website located at: <https://4element.co.uk/>, and <https://4element.com/> (and any successor sites thereto) (the “Site”) and related services, including product (“Product”) rental.

These Terms apply to any rental of Products, either via our Site or in-person through the loan form or otherwise. These Terms are a legally binding contract (the” Contract”) between you and 4element London Ltd.

The Terms are only in the English language. Please read these Terms carefully and make sure that you understand them, before renting any Products from our site. We amend these Terms from time to time. Every time you wish to rent Products, please check these Terms to ensure you understand the terms which will apply at that time.

### **1. Information about us and disclaimer**

- 1.1 We operate the website [www.4element.co.uk](http://www.4element.co.uk). We are 4Element London Ltd, a company registered in England and Wales under company number 12686256 and with our registered office at 52 New Crane Wharf, 8 New Crane Place, London, United Kingdom, E1W 3TX.
- 1.2 The information available through the Site is provided solely for informational purposes on an “as is” basis your sole risk. 4Element makes no guarantees as to the accurateness, quality, or completeness of the information. 4Element shall not be responsible or liable for any errors, omissions, or inaccuracies in the information or for any reliance on the information.
- 1.3 To contact us, please see our [Contact Us](#) page.

### **2. Rental Products and rental purpose**

2.1 You agree to treat the Products with great care. You are responsible for any loss, destruction, or damage to the Products for any reason, including due to theft, loss, mysterious disappearance, fire, major stains, or any other cause in accordance with Terms. For the purposes of these Terms and Conditions “normal wear and tear” mean major stains, abnormal dirt or foreign substances on any part of the Product, missing stones, broken clasps, visible deep scratches, chips, tears or any other damages.

2.2 Deviation from Product description or images. You acknowledge that a Product may be different in person than descriptions or images of the Product on the Site. You acknowledge that Products may exhibit more wear in person than shown in images on the website and that Products may change in colour or otherwise in appearance over time. Before dispatching a Product for rental, 4Element shall document the condition of the Product, including any pre-existing damage (if any), and provide this documentation to the customer (if any pre-existing damage occurs). The customer shall be required to confirm receipt of this documentation before the rental period commences.

2.3 Our service allows customers to rent the Products in accordance with these Terms. You can choose the Products to rent from our on-line selection and have them delivered to your address. The Products that have been rented must be returned on or before the return date specified in the order confirmation.

2.4 We reserve the right to limit the number of items that you may rent at any time.

2.5 If a Product that has been rented is returned in a damaged or dirty condition that exceeds normal wear and tear or has not been returned after the rental, you agree that we will charge you the full cost of repairing or replacing the Product (including, but not limited to, any additional costs required to acquire Product) plus applicable tax, attributable to each Product, in addition to the rental fee and additional fee (if applicable). The Product repair fee will vary depending on the specific Product and this amount will be determined by 4Element depending on market prices.

2.6 You should not under any circumstances attempt to clean or repair any of the Products yourself. If this is done, 4Element reserves the right to invoice for full or part of the replacement value of the items and charge you the full amount of any Product or costs incurred as a result.

2.7 4Element reserves the right to cancel any order at any time prior to delivery to you. In the event an order is cancelled, the funds authorized or charged are released by 4Element and are then subject to the rules of your financial institution, in determining the time that you will have the funds back.

2.8 We reserve the right to ask for a deposit for Products that a member may rent at any time and/or to require the return of any or all rented Products in your possession in the event you fail to make required payments on time or in the event other factors arise which, in our sole discretion, increase the risk of non-timely payment by you.

2.9 You should not under any circumstances re-rent or let someone else use the Product that you have rented from our Site. If this is done, 4Element reserves the right to charge you a penalty fee up to full original retail price of the Products plus applicable tax.

2.10 You agree to specify the intended usage of Products prior to the rental. You acknowledge that the Products are rented for one of the following purposes:

- commercial purposes: The rental of the Products for commercial purposes includes, but is not limited to, the use of Products in photos or images for editorials, fashion magazines, newspapers, and any other media where images or photos containing 4Element's Products are published or uploaded, either in print or digital formats, or
- personal use: The rental of the Products for personal use includes usage that is not for commercial purposes and is intended for an individual's own consumption or enjoyment, such as wearing the jewellery for occasional events, parties, or other personal engagements.

2.11 If you utilize the rented Products for a purpose other than the one specified in the loan form (“Unauthorized use”), 4Element reserves the right to take any or all of the following actions:

- terminate the Rental with immediate effect,
- demand the immediate return of the rented Products,
- impose a penalty fee, up to 200% of the original retail price of the Products, plus any applicable taxes.

4Element, at its sole discretion, may choose to enforce all the aforementioned consequences, or selectively apply one or more of these penalties, depending on the circumstances and the severity of the Unauthorized use. You acknowledge and agree to comply with 4Element's decision in such cases.

2.11 Notwithstanding the aforementioned provisions, you acknowledge and agree to the following stipulations in the event of Unauthorized use:

- If the Products were initially rented for personal use and subsequently used for commercial purposes, you will be subject to the provisions outlined in clauses 13.2 and 13.3 of the Terms. You undertake and agree to, among others, credit 4Element reasonably, without charge, including the use of "tags" and "links" when published photos or images are displayed, accompanied by the text: “credited to 4Element – Designer jewellery for rent.”
- If the Products were initially rented for commercial purposes and subsequently used for personal use, the you remain liable for the payment of the rental price applicable to personal use rental.

In both cases you remain liable for the payment of the rental price corresponding to the original purpose of the rental, regardless of any subsequent changes in usage. The provisions outlined in clauses 13.2 and 13.3 of the Terms shall continue to apply to you, irrespective of any change in the intended use of the rented Products.

### **3. Our Products**

3.1 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.

3.2 The packaging of the Products may vary from that shown on images on our site. Whenever the 4Element box and suede bags are used for the packaging, the 4Element box and suede bags our property and you are obligated to return them with a Product at your own expense to us. If you fail to return 4Element box or/and suede bags or the 4Element box or/and suede bags exceeds normal wear and tear you agree that we will charge you the full cost of repairing or replacing the 4Element box or/and suede bags (including, but not limited to, any additional costs required to acquire 4Element box or/and suede bags) plus applicable tax.

3.3 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### **4. Use of our site**

4.1 Your use of our Site is governed by our Terms. Please take the time to read these, as they include important terms which apply to you.

4.2 Please note that before placing an order you will be asked to agree to these Terms.

### **5. Our customer**

5.1 If you are a customer, you may only rent Products from our site if you are at least 18 years old.

5.2 As a customer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice or Trading Standards offices. Nothing in these Terms will affect these legal rights.

### **6. How the contract is formed between you and us**

6.1 For the steps you need to take to place a rental order on our site, please see our [How it Works](#) page and our [Frequently Asked Questions](#).

6.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place when we send you a confirmation e-mail and dispatch your rented order.

6.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (Dispatch Confirmation).

6.5 If we are unable to supply you with a Product for rent, for example because the Product is not currently available for rent or no longer available or because of an error in the price on our site we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible or suggest a similar Product to replace your original order.

## **7. Our right to vary these terms**

7.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you,
- (b) changes in relevant laws and regulatory requirements,
- (c) changes in our return/refund policy.

7.2 We may revise these Terms also in other circumstances not listed above.

7.3 Every time you order Products for rent from us, the Terms in force at that time will apply to the Contract between you and us.

7.4 Whenever we revise these Terms, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

7.5 We may, at any time and without liability, suspend, modify, or discontinue all or part of the rentals.

## **8. Your consumer right of return and refund of a rented Product**

8.1. If you are consumer and you rent our Products, some other rules may apply to you. If you have doubts what rules apply to you as a consumer you can e-mail us or contact Citizen Advice at: <https://www.gov.uk/consumer-protection-rights>

## **9. Delivery**

9.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

9.2 Delivery will be completed when we deliver the Products to the address you gave us.

9.3 Delivery takes place between 9am and 1pm and is via Royal Mail Special Delivery Guaranteed®. If you are rent within London area, we can use courier delivery.

9.4 You should ensure that there will be someone available to sign for the delivery of the Product. If we are unable to make a delivery of a rented Product on the date specified in the Dispatch Confirmation, this day will still count as one of your rental days and you will be charged for it. In these circumstances, any requests for a refund of a rented Product will be at the sole discretion of 4Element.

9.5 The Products will be your responsibility upon our delivery to the carrier. We will send you a Dispatch Confirmation letting you know when your Product has been dispatched. Products are hired to you on the understanding that they shall be returned in an undamaged condition and that you will be responsible for any loss or damage to the goods whilst on hire.

9.6 The risk of loss for items shipped passes to you upon delivery by Royal Mail. All Royal Mail confirmed deliveries are the sole responsibility of the recipient. If you are unable to locate a confirmed delivery, you are required to contact 4Element immediately to place a tracer investigation with Royal Mail and to temporarily suspend the renting period. All tracers take 8-12 business days to complete and until the results of the investigation are received, we are not able to proceed with the resolution of a lost item.

## 10. International delivery and return of Products

10.1 We currently ship rental items to UK customers only. If you take our Products abroad you are solely responsible for any, tax, customs duties or other tariffs.

10.2 We do not accept orders for the rental of Products from individuals outside the UK. However, if you have any questions regarding orders from outside the UK, please email [support@4element.co.uk](mailto:support@4element.co.uk) and we'll do our very best to help you.

10.3 You agree to return each Product by the return date for such Product. We may, but are not required to, permit you to extend your rental period for a Product (including by contacting us), subject to prepayment of any additional fees applicable to that Product for the period of time of the extension.

10.4 The Product should be returned in its original packaging (4Element box and suede bags). You must return all products via Royal Mail Special Delivery Guaranteed®. If you are returning Products from within London area, we accept a courier return. You must not use multi-drop services. While returning the Product you shall keep the proof of postage, which we might ask you to send us.

10.5 Failure to timely return a Product is a violation of our Terms, and you hereby authorize us (or our third-party payment processor) to charge you (your payment method) non-refundable additional fees (“**additional fee**”) for the days that we do not receive every Product that comprises such order, up to the full original retail price of the Product (including, but not limited to, any additional costs required to re-acquire Product) plus the applicable tax, save that failure to return any Product within fourteen days after the return date, regardless of the reason (among others, theft, loss, mysterious disappearance), will constitute grounds for charging your for liquidated damages, subject to the limitations of applicable law. Liquidated damages will be in an amount of 200% of the retail price of the Product (including, but not limited to, any additional costs required to re-acquire Product) plus the applicable tax, attributable to each Product, in addition to the rental fee and additional fee.

10.6 For the avoidance of doubt, this Clause 10.5 shall not apply to the rental price, or delivery charges paid or payable by you, each of which will be charged separately from, and in addition to, any additional fees. If you are charged by 4Element and pay the additional fee for a Product pursuant to this Clause 10.3 you are NOT permitted to retain the Product. We retain right to pursue other legal action to retrieve our Products.

10.7 We are not responsible for any personal or other items left in the Products or which are returned to 4Element in the return packaging. If you believe you have accidentally or otherwise sent any such items to us, please contact customer service as soon as possible at [support@4element.co.uk](mailto:support@4element.co.uk). We may, but are not required to, assist you in attempting to locate such items at your request, and we assume no responsibility or liability if we attempt to locate such items.

10.8 Unless otherwise stated, you are responsible for providing the packaging materials and of the means of protection and securing used during return transport of Products. If you fail to comply with this obligation and as a result of said failure you become liable for any danger there, you shall hold us harmless from liability for any such danger. You will not be able to pass on to us the costs of its destruction, recycling or storage.

10.9 Except as otherwise set forth herein, we shall promptly (not later than one business day after the receipt day) confirm the proper return of our Products by you, after thorough verification of return Products; until then the Products are not deemed returned; however, you shall not be charged rental fee or any additional fee for the time we require for Product assessment (completeness check, normal wear and tear, missing components, among others). If any of the Products are missing or Products condition exceeds normal wear and tear, Clause 10.5; 10.6; Clause 2.6; Clause 3.2 may apply, among others.

## **11. Price of Products and delivery charges**

11.1 The prices of the Products will be updated on our site from time to time. We use our reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of Product(s) you ordered, please see clause 11.4 for what happens in this event.

11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a confirmation e-mail.

11.3 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site.

11.4 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products, you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

11.5 We may, from time to time, accept to rent you our Products on a barter basis as compensation. This means we will not charge you a rental fee, but in exchange for rental you agree and undertake to credit the 4Element in a manner sets forth in 13.2 Clause.

11.6 For the avoidance of doubt, while renting of our Products of barter basis as a compensation, you may be still responsible to pay any additional fees, among others, for a failure in timely return of a Product as sets forth in Clause 10.5

## **12. How to pay**

12.1 You can only pay for Products using PayPal account or a debit card or credit card through PayPal platform. We accept the following cards: Visa, Visa Debit, Maestro, MasterCard, American Express (method of payment).

12.2 Payment for the Products and all applicable delivery charges is in advance.

12.3 When you rent a Product you are required to provide us with accurate, complete and current credit card information for a valid credit card that you are authorised to use. By entering your credit/debit card details, you authorise us or our agents to bill your credit/debit card the applicable fees per-item or borrowing fees, delivery charges, any and all applicable taxes and other charges you may incur in connection with the rental of our Products. For rental Products, if the Product is not returned on the due return date specified in the Dispatch Confirmation, we will charge your credit/debit card or PayPal account for each overdue date.

12.4 In the event that we do not receive a payment from your credit/debit card provider or PayPal account or if your credit/debit card expires or is rejected, you agree to pay all amounts due on demand. We reserve the right to take all steps necessary to collect amounts due from you, including but not limited to using third party collection agencies.

12.5 You are solely responsible for any and all fees charged to your credit/debit card or PayPal account by the issuer, bank, or financial institution, including but not limited to, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 90 days after they first appear on your account statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

12.6 Applicable taxes imposed on us in connection with your order will be added to the rental fee. You acknowledge and agree that all applicable use or other transaction taxes, imposed on you in connection with your order, are solely your responsibility to report to the respective authorities and pay within the applicable time limits.

## **13. Ownership and Use of Intellectual Property**

13.1 We or our licensors own the Products and services (including related software, code, data, and information relating thereto), and proprietary methods and systems used to provide rental, the materials, text, graphics, data, articles, photos, images, illustrations, information, and other content made available or displayed by us through the Site, and certain of the trademarks, service marks, names, and logos, including, but not limited to, 4Element. You agree and acknowledge that the content is: (i) protected by copyrights, (ii) subject to other intellectual property and proprietary rights and laws, and (iii) owned by us or our licensors. Except as expressly permitted in these Terms, content may not be copied, modified, reproduced,

republished, posted, transmitted, sold, offered for sale, redistributed, or otherwise used in any way without our prior written permission and the prior written permission of our applicable licensors.

13.2 If you rent our Products for commercial purposes, including but not limited to, usage of our Products in photos/images for editorials, fashion magazines, newspapers, among others, published either on paper or online or in other media where images or photos that contains our Products are published or uploaded, You agree and undertake to credit the 4Element in a reasonable manner, free of charge, including "tags" and "links" whenever published photos/images are displayed along with this text: “credited to 4Element – Designer jewellery for rent”.

13.3. If you rent our Products for commercial purposes, as referred to in Clause 13.2, You hereby grant to 4Element a perpetual, non-exclusive, irrevocable, royalty-free, and free of charge, worldwide license to use, aggregate, display and exhibit, your images/photos that contains our Products for 4Element promoting, marketing and advertising purposes, in any media formats through our media channels, including, without limitation, on our Site. In case we use your images/photos that contains our Products for 4Element promoting, marketing and advertising purpose we will fully credit photograph, stylist, name of the editorial, fashion magazine, newspaper, among others.

#### **14. Events Outside Our Control**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.

14.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

#### **15. Communications between us**

15.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

15.2 If you are a customer:

(a) To cancel a Contract in accordance with your legal right to do so, you must contact us in writing by sending an e-mail to [support@4element.co.uk](mailto:support@4element.co.uk) You may wish to keep a copy of your cancellation



notification for your own records. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail.

16.3 If we have to contact you or give you notice in writing, we will do so by e-mail.

## **16. Other important terms**

16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

16.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 If we fail to insist that you perform any of your obligations under these Terms, 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.

16.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the rent of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

16.7 In the event any provision of this Terms is held to be illegal, invalid, or unenforceable in any way, (i) the legality, validity and enforceability of the remainder of these Terms shall not be affected thereby, (ii) said provision shall be modified to the minimum extent necessary to render it not illegal, invalid or unenforceable, and (iii) these Terms shall continue in full force and effect as modified and shall be enforced to the greatest extent permitted by applicable laws.

## **17. Termination**

You agree that we, in our sole discretion, may terminate your password, account, or use of the service or the Site, and remove and discard any of your submissions from the Site, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Also, we may, in our sole discretion and at any time, discontinue providing the Service or the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Service or the Site may be effected without prior notice, and you acknowledge and agree that we may immediately suspend, deactivate or delete your Account and all related information and

Submissions made from your Account and bar any further access to such information or to the Site. Further, you agree that we will not be liable to you or any third-party for any suspension or termination of the Service or your access to the Site.