

TERMS & CONDITIONS

These terms and conditions (the “Terms and Conditions”) relate to goods and services provided by Smooth as Silk Limited trading as Maria Rylott-Byrd, Skin Health & Transformation (“MRB”) and contain important information regarding your rights and obligations, which you should familiarise yourself with prior to purchasing any goods or services.

1. INTRODUCTION

This Website is operated by MRB, the trading name of Smooth as Silk Limited, a limited liability company registered in England & Wales under company number 09212225, with its registered office 14 Hamilton Road, Summertown, Oxford (“our”, “we”, or “us”).

These Terms and Conditions govern your interactions with us, as well as your subscription to our membership services (each a “Membership” and collectively, the “Memberships”) and purchase of the products listed on the Website (“Products”). These Terms and Conditions tell you how you can subscribe and/or unsubscribe to a Membership, how we will supply Products to you, how you and we may change or end any Contract between us, what to do if there is a problem and other important information, so please read them carefully before proceeding.

By using the Website, using the materials contained within the Website or otherwise made available in connection with the Website, subscribing to a Membership or placing an order for Products on the Website you are agreeing to be bound by these Terms and Conditions.

These Terms and Conditions may be modified from time to time to reflect changes to our Memberships, our Products or changes in the law but, should this happen, they will be posted on the Website or, if the changes are material, we will notify you of such changes by email. Your continued use of the Website following the posting of the revised terms and conditions means that you accept and agree to the changes.

If you don't wish to be bound by these Terms and Conditions then you are not authorised to use the Website, purchase Products or subscribe to any Membership. Please click on one of the links below which will take you to the relevant terms and conditions.

2. COMMUNICATING WITH YOU

Unless we inform you otherwise, all communication and notices you give to us must be sent to the following email address available on our website: mariarylottbyrd@outlook.com.

When using the Website, you accept that communication with us will be mainly electronic. We will generally contact you by e-mail or provide you with information by posting notices on the Website. By using the Website, you agree to this means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3. OUR LIABILITY TO YOU AND YOUR LIABILITY TO US

You expressly agree that to the extent permitted by applicable law, your use of our Website, Membership services and Products is at your sole risk, and our Products are provided on an “as is” and “as available” basis, with no guarantee that such Products will be fit for your purpose. Any content accessed through our Website or made available to you in connection with the Website is accessed at your own risk, and you shall be solely responsible for any damage or any other loss that results from accessing such content. MRB and its licensors expressly disclaim all warranties, representations, and conditions of any kind, whether express or implied, arising from use of the Website. You acknowledge and agree that neither MRS nor its licensors are liable, and you agree not to seek to hold us liable, for the conduct of third parties on the website, including operators of external sites, and that the risk of injury from such third-parties rests entirely with you. For clarity, this Section 3 does not affect our Return Policy or our limited warranty for Products. The terms in this Section 3 do not affect your statutory rights as a consumer and nothing in these Terms and Conditions limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that may not be excluded or limited under applicable law.

If we fail to comply with these Terms and Conditions, we are only responsible for loss or damage you suffer that is a reasonably foreseeable and a direct result of our breaking these Terms and Conditions or our failing to use reasonable care and skill. We will not be responsible for any losses you suffer as a result of us breaching these Terms and Conditions that were not reasonably foreseeable to both you and us when you commenced using the Website, or when the contract for your Membership or the sale of Products by us to you was formed. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

To the fullest extent permissible by applicable laws, under no circumstances, will MRB or its licensors be liable to you for more than the total amount paid to MRB by you for your Membership (or in the case of non-members, for your Products) during the twelve-month period prior to the act, omission or occurrence, giving rise to such liability. To the fullest extent permissible by applicable laws, we are not responsible for indirect losses (including consequential damages).

4. NON-COMMERCIAL USE

We only supply Memberships and Products for individual and private use. If you subscribe to our Memberships or use our Products for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

5. WEBSITE CONTENT

Unless we state otherwise, all content published on the Website or made available to you in connection with the Website is presented solely for your private, personal and non-commercial use. While we do always try to ensure that the Website and information made available to you in connection with the Website is accurate and up to date, we make no representations, warranties or guarantees, whether express or implied, that such content is accurate, complete or up to date. We cannot accept any liability or responsibility for any loss which may arise from reliance on such content, whether it is our material or material posted by a third party (e.g., reviews, testimonials and comments).

From time-to-time we change and update Website information without notice.

6. YOUR RIGHT TO ACCESS THE WEBSITE

Our website is solely for the promotion of our Products and services in the United Kingdom. You must be thirteen (13) years of age to use this Website. If you are under 13, please do not use this Website. By using the Website, or by creating an account with us, you represent to us that you are legally entitled to use the Website and its Products, Memberships, services, and content.

7. USING THE WEBSITE

The Website is provided on an 'as is' and 'as available' basis and may contain technical inaccuracies or typographical errors. We give no warranties, whether express or implied, in relation to the Website, any third party content accessed on or through the Website, any content made available to you in connection with the Website, or any transaction that may be conducted on or through the Website, including any warranties of: (a) non-infringement, security or accuracy; (b) that your use of the Website will be uninterrupted, error or defect free; or (c) that the Website or the server that makes it available to you are free of viruses or bugs or that any defect or downtime will be fixed promptly or at all. Note that if the need arises, we may suspend your access to the Website or close it, or any part of it, indefinitely and without further notice to you or any third party.

This Website and any content is provided for general information only. Commentary and other materials posted on the Website or made available to you in connection with the Website are not intended to constitute advice upon which any reliance should be placed. We recommend you obtain professional or specialist medical advice before trying our products if you have any skin or medical concerns.

8. INTELLECTUAL PROPERTY

We are the owner and/or licensee of the "SK-INTELLEKT" brand name. Unless we expressly state otherwise, all intellectual property rights in the Website, including all copyrights, images, software, designs, text, sound, logos, artwork, look and feel of the Website, devices, branding, trademarks, product selection, articles, arrangement, product names, and other content included in or supplied as part of the Website ("Copyright Material"), is owned by us.

You are permitted to access, store, print and use the Copyright Material on the Website for your own personal and non-commercial use and for placing orders for Products with us. However, you may not modify, copy, reproduce, publish, manipulate, upload, distribute, transfer or sell, by any means, any material or information on or downloaded from the Website or Copyright Material without our prior written permission. Our status as the authors of the Copyright Material must always be acknowledged.

You shall not modify, translate, reverse engineer, decompile, disassemble, or hack the Website or create derivative works based on any software or accompanying documentation supplied by us or its third-party licensors.

9. YOUR SUBSCRIPTION

If you commence a subscription for a Membership, you must ensure that the details you provide are correct and complete. Please let us know right away if any of the details you provided while registering should change at any time.

10. LINKS TO OTHER WEBSITES

Where we provide links to other websites or resources, these links are provided for your information only and you access them at your sole discretion. We do not recommend, endorse, or accept any responsibility for the content of external websites or resources which we link to, or which may link to the Website.

11. MEMBERSHIP TERMS

If you sign up for Membership, the following terms will apply:

- You will need to pay for and complete an initial skin consultation. This can be scheduled by contacting us via the Website.
- Following your consultation, you can sign up for a Membership and your dedicated beauty Products will be sent to you every three (3) months.
- You will be charged on an annual basis unless you opt for monthly payments.
- All payments are made upfront and are subject to our cancellation terms outlined below.
- The Products for your Membership will be specifically chosen for you based on the outcome of your skin consultation.

12. CANCELLING YOUR MEMBERSHIP

You may cancel a newly-purchased Membership at any time within 14 days beginning on the day after you purchased the Membership without having to give a reason by contacting us at mariarylottbyrd@outlook.com.

If you have not yet received any Products, you will be refunded the full cost of your Membership. If you have already received your Products relating to your Membership, we reserve the right to deduct from your refund the reasonable cost of providing the Products to you, which is calculated as the usual retail price we charge for these Products.

At any other time, you may cancel your Membership by providing not less than thirty (30) days-notice to us at mariarylottbyrd@outlook.com. If you have received products within the sixty (60) day period prior to your cancellation, we reserve the right to deduct the cost of those Products from any refund due.

13. OUR PRODUCTS

The Products offered or promoted on the Website are not medical products or medical devices and may produce different results for different users. The Products should be used by you only as directed.

We warrant to you that any Product purchased from us through the Website is of satisfactory quality and reasonably fit for all the purposes for which products of that kind are commonly supplied. To the fullest extent permissible under applicable law, we disclaim any and all other warranties of any kind, whether express or implied, in relation to the Products. This does not affect your legal rights as a consumer, nor does it affect any right to cancel.

Although we do our best to ensure that all material and information published on the Website is accurate, all Products are subject to availability. If we cannot supply you with the Product(s) you ordered, we will not process your order and will inform you of this in writing. If you have already paid for the Product, we will refund you in full as soon as reasonably possible.

14. PRICE OF PRODUCTS

The price of any Products will be as quoted on the Website from time to time, or quoted by us during any consultation or discussion. These prices include VAT and any other applicable sales taxes. These prices exclude delivery costs, which will be added to your order before your payment is finalised.

15. PAYMENT AND DELIVERY

Currently, you can pay by MasterCard, Visa credit, Visa debit, Visa Electron, Maestro, Solo, and Paypal. In placing your order with a credit or debit card or by PayPal you confirm that the card/account being used is yours and/or you are authorised to use it and that there are sufficient funds or credit facilities to cover the cost of any Membership or Products.

Your credit/debit card/Paypal account will be charged when we issue your Membership or dispatch your order from our warehouse.

Subject to availability, after we have accepted an order for Products, we will use all reasonable means to deliver the Products within the time stated for your chosen shipping service. Shipping charges will be displayed clearly on the order page before payment is requested.

Please check your Products thoroughly on receipt as we cannot be liable for any damage caused once they are in your possession. This does not affect your statutory rights. You will only own the Products once we have received payment in full.

16. RETURNS, FAULTY OR DAMAGED PRODUCTS

If you are returning any Products, please package them well to prevent any damage during transport. Unfortunately, we cannot accept liability for returned goods that we don't receive, or for those that get damaged in shipping on their return.

We are under a legal duty to supply Products that are in conformity with these Terms and Conditions. If any Product you purchase is damaged or faulty when delivered, we may offer an exchange or refund as appropriate, in accordance with your legal rights. Please note that if the damage to a Product occurs after delivery, no refund or exchange will be made. If you believe a Product is faulty, you should notify us as soon as possible.

17. EVENTS OUTSIDE OF OUR CONTROL

If our supply of a Membership or the Products is delayed by an event outside our reasonable control (a "Force Majeure") then we will contact you as soon as reasonably possible to let you know and we will

where reasonably possible take steps to minimise the delay. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions, such as, but not limited to, a contract for the sale of Products to you, that is caused by a Force Majeure. A Force Majeure may include for example (but without limitation) the following: strikes, lock-outs or other industrial action; 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, pandemic, epidemic, legislation, regulations or restrictions of any government.

If there is a risk of substantial delay caused by the Force Majeure (a delay of more than 60 days) you may contact us at mariarylottbyrd@outlook.com to end the contract.

18. DATA PROCESSING

We will at all times handle any personal data you provide us in accordance with GDPR and our Privacy Policy which is available to view on our website. If you have any queries specifically regarding your personal data, please do not hesitate to contact us.

19. OUR ENTIRE AGREEMENT

These Terms and Conditions including the documents referred to in them constitute the entire agreement between us and you in relation to use of the Website, and/or supply any Membership or any Products to you and supersede all previous agreements in respect of the same.

20. WAIVER OF RIGHTS

If we fail to exercise any of the rights or remedies to which we are entitled under the Contract or these Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

21. GOVERNING LAW

These Terms and Conditions are governed by English Law and you agree that the Courts of England and Wales shall have jurisdiction to hear any dispute arising.