

TERMS & CONDITIONS

1. AGREEMENT TO TERMS

1. These Terms & Conditions govern your use of the SOPHISTICATED CLOSET website (the "Site") and your SOPHISTICATED CLOSET account including temporary rent of our handbags as our client (the "Service").
2. SOPHISTICATED CLOSET is a product-service of SOPHISTICATED AGENCY (here also: SA).
3. By using our Site and Service you accept these Terms & Conditions and you agree to comply with them.
4. This agreement is binding between you and SOPHISTICATED AGENCY as soon as you:
 1. receive the confirmation for your account and logins from us; or
 2. access or use parts of our site that are not dependent on creating an account.
5. If you do not agree with these Terms & Conditions you must not use the Site or the Service of SA.

2. MODIFICATION OF THE TERMS

1. SA reserve the right to modify these terms and conditions at any time without the consent of any other parties.
2. These changes will be documented on the Site and it is the visitors' and clients' responsibility to check this each time they use the Site or the Services.

3. ACCOUNT

1. You can only sign up for the Service if you are at least 18 years of age and a resident of the Netherlands.
2. To sign up for the Service, you will provide us with your name, address, contact number, payment details and any other identification details we require. In providing these details, you confirm that the information you submit is yours, accurate, complete and up to date.
3. You are solely responsible for maintaining the accuracy of your account information on the Site.
4. As part of the registration process, SA has the right to carry out a soft credit & risk check for identification & risk purposes only (see Privacy Statement).
5. In approving your account, SA may request additional information from you, including but not limited to; a copy of your passport and/or drivers license, utility bill and social media handles in order to fully validate your identity.
6. SA reserve the right to decline any application at her discretion, without disclosing a reason.
7. Responsibility for the security of your account information and access is solely down to the named individual on the account. You are responsible for all activities under your account, whether or not you

authorized them. SA accept no liability for any loss or damage from unauthorized access or use.

8. It is your responsibility to notify us of any unauthorized use or access of your account known or suspected by you.
9. It can take up to two business days for SA to process an application for an Account (processing a request). SA will confirm the status of an Account application by email.
10. SA has the right to suspend, terminate, or remove an Account at any time at our own discretion due to any of the reasons that are or are not defined in these terms.
11. During a request, your account is pending and there is no service by SA.

4. LATE FEES, PAYMENTS AND CHARGES

1. All payments on the Site are in Euro and are inclusive TAX.
2. Late Fees for late bag returns: If you fail to return any bag at the agreed upon time, you can be liable for late fees. Late fees are calculated to 1/7 of the 7-day-rent-price.
3. **LOST/ NO RETURN:** If you fail to return a bag after 14 days, you will be liable for **2 times (200%) the display price on the Site (RRP)** of the bag and any late fees due. Also 8% interest will be charged on the cost of any bag in a client's possession in addition to late fees. *(the 200% charge is to prevent 'buy by no return' action; client wants to buy the Bag because its very rare/unique).*
4. **DAMAGE & REPAIRS:** We charge a €25 service charge for all items that need to be repaired following damage. You will also be liable for the cost of repair in accordance with clause 10.
5. **DAMAGED BEYOND REPAIRS:** will be charged at the rate of purchasing a new replacement for the bag that has been lost. Should a replacement bag not be available to be purchased, the display price on the Site (RRP) will be charged.
6. **CANCELLATION COSTS:** cancellation is possible (no further costs) as long the bag is not dispatched. When dispatched see costs of early return.
7. **EARLY-RETURN:** early return of bags rented for one week or shorter will not give a discount. Early return when the rented period left is still longer than 1 week will give a **discount of 30% for the days not rented.**

5. THE BAGS

1. All bags offered on the Site are in new or pre-owned, mint condition. Any signs of wear and tear on vintage items are described and photographed in the relevant product listing on the Site.
2. The bags on the Site are 100% genuine.
3. SA sources her bags from vetted suppliers who vouch for their authenticity.
4. The bags are as described in the Site's listings. However, the photographs are not contractually binding. The bags may differ slightly

from these photographs. By using the Services you agree that these photographs are only indicative of the exact quality of the bag.

5. The bags are specially cleaned and maintained after each time they have been rented.
6. The bags are forensically marked and checked for authenticity each time they enter and leave the business.
7. SA will, by the use of photography and video, record the condition of a bag each time it enters and leaves the business. This will be kept on the records of SA and used as a comparison of condition and as kept as evidence.

6. THE SERVICE

1. You may only use the Service once you have received an active Account.
2. A selection of the bags are only available for a specific period to use. The bags included in this limitation will be noted on the specific bag's product page on the Site.
3. You agree that by ordering a bag, you will return the bag to SA as agreed within the rent-period, otherwise SA reserve the right to charge you Late Fees (see 4.2).
4. This is an Account Service: when a client orders a bag for delivery, SA will start preparing the bag immediately, and cancellation will not give the right to a full refund once the order has been submitted (see 4.6).

7. DELIVERY AND COLLECTION

1. SA will only deliver bags to the address authorized by you on the initial order.
2. Clients can choose two kinds of delivery-methods: (1) by POST NL (2) Custom delivery by SA.
3. -
4. This is a Netherlands-based service only, and we will not arrange collection or delivery to any address outside the Netherlands. Any client who is abroad and is required to return their bag, will be required to arrange collection of their accord and at their own expense. If a client is returning a bag to SA, it must be sent via a registered delivery service and, in this instance as it is outside of SA delivery options and service agreements, any bag will be considered within a clients possession until such time as it arrives and is signed for by SA.
5. If you select to change your delivery option and not sign for your delivery, you are responsible for your parcel as though it would have been delivered and signed for and as though it is in your possession.
6. Orders before 16:00 placed through the Site will -normally – be delivered the next day.
7. -
8. Delivery through POST NL is not possible on Sunday. Custom delivery by SA is possible on every day in The Hague Area.

9. It is your responsibility to confirm that the received parcel's security seal has not been tampered with before you or your representative sign for the parcel.
10. The bag will only be delivered if it is signed for at the address agreed for delivery and will not be left without a signature.
11. A ordered bag can be pick-up by a client after making a visit-appointment. SA uses several addresses to store the bags. You get the address for your pick-up while making the appointment. You also must return the bag to the same address. No charges are made for a pick-up or return. Pick-up can be made at the first day of the rented period. **You get a discount for a pick-up-and-return delivery.**

8. RETURN OF BAGS

1. The client must return the original bag to SA in secure packaging suitable for transit, including but not limited to;
 1. A sturdy box;
 2. A tape seal;
 3. Protective packaging as necessary.
2. If you fail to return a bag by a pre-agreed date, SA reserve the right to charge you late fees until the bag is returned (see 4.2).
3. If a bag has not been returned SA will consider the bag as not-returned and will, in addition to late fees, start proceedings of collection for the costs of the bag(s) in their possession (see LOST/NO RETURN 4.3), all of which may incur additional legal costs that the client could be liable for.

9. RISK AND INSURANCE

1. The rent-period of the bag starts when the delivery of the bag has been signed for by you or your representative and ends when the bag has been collected and scanned by the courier/Post office on a return journey to SA.
2. SA offers a signed-for service for delivery. If you opt to have the delivery of the bag done via a non-signed for service, (e.g. "left in a safe place or with a neighbor"), then the responsibility of the bag transfers over to you as it would in the case of a signed for delivery.
3. The client is responsible for contacting SA if you have not received the ordered bag within 48 hours of dispatch. If SA has not been notified within 48 hours of dispatch, SA will consider the ordered bag as having been received and you will be liable for it.
4. During the rent-period the risk and responsibility for the bag will immediately pass to you.
5. If a bag is lost, stolen or damaged during the rent-period, you are responsible for the costs covering and associated with restoring or replacing the bag (see paragraph 4).
6. You agree that during the rent-period, you will take care of the bag SA send you, so it is returned to SA in the same condition SA sent it to you.
7. SA does not offer insurance cover during the rent-period. We strongly advise that you take out valid home contents insurance. As part of

this, you are required to notify your insurer of the bag to ensure full coverage for any damages or losses that may be incurred. SA takes no responsibility for your insurance or the extent of your coverage.

10. DAMAGE

1. You agree to take all precautions to avoid theft, loss or damage of a bag during a rent-period including, but not limited to, avoiding exposing the bag to the following as these are not considered normal wear and tear:
 1. Makeup
 2. Moisture
 3. Liquids
 4. Inks (including but not limited to, pens, markers, etc)
 5. Paints
 6. Sharp objects
 7. Dirt or grime
 8. Grease
 9. Oil
 10. Perfume
 11. Food
 12. Strong variations in temperature
 13. Excessive sunlight
 14. Humidity
 15. Impact/shock
 16. Sun-damage
2. Damage to a bag which includes the following list will be charged to the client as laid out in Clause 10.4:
 1. Stained, marked or damaged interiors or exteriors;
 2. Ripped leather or exteriors from scraping against a sharp object;
 3. Ripped or scrapped interiors from cleaning, sharp objects or excessive force;
 4. Excessive damage to corners or bottom of bag outside of normal wear and tear, due to scuffing on the floor etc;
 5. Excessive force, stretching, squeezing or squashing the bag so that it loses its shape beyond what is considered normal and reasonable;
 6. Unreasonable and excessive damage to straps, chains or zips that cannot be considered normal wear or manufacturing defaults.
3. You will not be held responsible for any damage we class as normal wear and tear which includes:
 1. Natural signs of over-time discolouration;
 2. Natural signs of wear on metal and hardware; and

3. Replacement of simple removable parts e.g zips and hooks, should these be considered manufacturing faults or arising from normal usage.
4. If you return a bag with major damage or damage beyond normal wear and tear, you agree that you are liable for:
 1. Any repairs or cleaning the bag requires to return it back to its original condition or a new for old replacement (see clause 4 for details on how this will be charged); and,
 2. All administrative and delivery costs we incur from the bag being repaired or replaced.
5. Failure to return a bag with all of the elements that it was sent out with is considered damage and will be treated as such. If a bag is returned with elements missing, the client could be charged for the cost of replacing the element if this is possible, or the cost of replacing the full bag. This includes, but is not limited to, failure to return the following items:
 1. Chains
 2. Straps
 3. Pouches
 4. Keys, charms, accessories
6. If you return a bag with damage which is not considered to be normal wear and tear, SA:
 1. Will notify you by email within two working days;
 2. Reserve the right to put your Account and any orders for subsequent bags on hold until the issue has been resolved;
 3. Will request a quote for the repair which can take up to one week, although we will endeavour to get this to you sooner;
 4. Will be in touch within two working days once SA has received the quote back from our external supplier with a final quote.

11. LOSS, THEFT AND COUNTERFEIT

1. Each bag will be documented, by video or photo evidence, each time it enters and leaves the business to track its condition and authenticity.
2. A client's account is paused while damage, loss or theft is being investigated.
3. In case of loss, theft or any damage during the rent-period, you are required to:
 1. contact SA immediately through our email-account;
 2. notify the relevant authorities of suspected theft or loss;
 3. take dated evidence of any damage, loss or theft in the case of any of these occurrences.
4. SA will conduct an investigation into any counterfeit, lost or stolen bags and may:
 1. inform the relevant authorities;
 2. report the bag(s) as stolen; and
 3. take steps to recover the monies for the goods.

5. You agree that if you return a counterfeit bag to SA in the place of the original bag SA sent to you, we will:
 1. consider the bag to be stolen;
 2. take steps to recover the monies for the goods from you; and
 3. notify the relevant authorities.

12. RISK AND USE

1. Risk in the bag is transferred at the start of the lease-period and shall continue until the bag is returned to SOPHISTICATED CLOSET. You understand and acknowledge that that the right, title and interest in the bag will remain with you only during the pre-agreed Lease-period and will automatically revert to us upon the expiration of this period.
2. The agreement between you and SOPHISTICATED CLOSET for the Service entitles you to use a bag for your personal use only. You agree that you will not do the following with a bag in your possession:
 1. sell;
 2. loan out;
 3. allow another person to use

13. LIMITATION OF LIABILITY

1. Nothing in these Terms shall limit or exclude the liability of SA for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors or fraud or fraudulent misrepresentation.
2. SA only supply the bags for private use. If you use a bag for any business purpose SA will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
3. Nothing in these Terms limits a consumer's statutory rights.
4. If you are dissatisfied with the Service, the Site, or these Terms, your only remedy under these Terms shall be to terminate the Service and return our goods and to discontinue your use of the Site. Without limiting the preceding sentence, SA will have no liability for any failure or delay resulting from any matter beyond her reasonable control.

14. PRIVACY AND DATA PROTECTION

1. The policy of SA is to respect and protect the privacy of anyone who visits the Site. Please see our Privacy Notice for further details of how SA treats your personal data and your rights in relation to such treatment.
2. All personal details of the client (you) are processed in accordance with the General Data Protection Regulation (GDPR).

15. APPLICABLE LAW

- ~~1.~~ Dutch law applies to these Term.