

PURCHASE AND USE CONDITIONS

1. INTRODUCTION

These are the terms and conditions (together with the documents referred to therein) governing use of this website and the purchase of items through this website (the "Terms"). These Terms set out the rights and obligations of all users or consumers ("you" / "your") and those of ZARA ("us" / "our" / "we") in relation to the goods/services offered by us through this website or any of the other websites to which we may link (hereinafter collectively known as the "Zara Services"). Please read these Terms, our [Privacy Policy](#) and our [Cookies Policy](#) (together the "Data Protection Policies") carefully prior to using this website. By using this website or placing an order through it you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and our Data Protection Policies, please do not use this website or place an order.

These Terms and the Data Protection Policies may be amended from time to time as set out in clause 26. You should check these Terms regularly as the current Terms at the time of use of the website and/or entering into a Contract (as defined below) with us shall be binding on you.

These Terms and any Contract between us are only in the English language.

2. OUR DETAILS

Sale of goods through this website is carried out under the ZARA name by FASHION RETAIL, S.A., a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), Spain, registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry, with VAT No. IE2986252CH. You may contact our customer service department by using the contact form on our website, or by sending an email to contact.ie@zara.com or by calling our toll free number 1800 800 080.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of such information and details and you confirm that all information and details provided are true, accurate and up to date.

4. USE OF OUR WEBSITE

You agree that, by placing your order, you unreservedly accept these Terms, having read and understood them. These Terms are important for both you and us as they have been designed to protect your rights as a

valued customer and to protect our rights as a business and to create a legally binding agreement between us.

By using this website and/or by placing any order through it, you agree that:

- i. You may only use the website to make legitimate enquiries or orders.
- ii. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made we shall be entitled to cancel the order and inform the relevant authorities.
- iii. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).

If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery to the Republic of Ireland.

6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any items shall exist between us and you until your order has been accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Authorise payment" button to submit the order. After this you will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more items from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the item has been dispatched (the "Shipment Confirmation"). The contract for the purchase of an item between us (the "Contract") will only be formed when we send you the Shipment Confirmation.

The Contract will relate only to those items whose dispatch we have confirmed in the Shipment Confirmation. We will not be obliged to supply any other items which may have been part of your order until the dispatch of those items has been confirmed in a separate Shipment Confirmation.

7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to authorise payments submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time.

We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

9. DELIVERY

Subject to availability, (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for item(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation. If no estimated delivery date is specified, then this will be in the estimated timeframe indicated when selecting the delivery method, and will in any case be within 30 days of the date of the Order Confirmation.

In respect of the virtual gift card, we will deliver it on the date indicated by you when you placed your order for it.

There may be delays for reasons such as customisation of items, unforeseen circumstances or the delivery zone. Please note however that, other than the delivery of virtual gift cards, we do not deliver on Saturdays or Sundays.

If for any reason we cannot meet the delivery date you will be kept informed and offered a choice of either continuing with an extended delivery time or cancellation with a full refund.

By accepting this delivery service you are accepting our delivery personnel or a representative of Zara into your home and we ask that you remove items or anything that can be damaged. Unless caused by our negligence, we will not be held responsible for anything that is not removed to safety where reasonable steps could have been taken to avoid or minimise the risk.

Please ensure that items ordered can fit into your home, the areas for which it is intended or location for delivery. If the item(s) do not fit into your home, you can still accept delivery or you can return the items, but any return will be at your own cost (see further our Returns Policy).

For the purpose of these Terms "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the items, which will be evidenced by signing for the receipt of the items at the agreed delivery address.

10. UNABLE TO DELIVER

If we are unable to deliver your order, we will try to find a safe secure place to leave your parcel. If we cannot find a safe and secure place, your item(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If after 15 days from the date that your order is available for delivery, the order cannot be delivered for reasons which are not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate within 14 days of the date on which this Contract has been terminated.

This clause does not apply to orders of virtual gift cards, the delivery of which is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 9 above.

11. INSTANT DELIVERY

If you have chosen the delivery at store option, we may subsequently notify you that our "Instant Delivery" service is available for the items in your order, but this is subject to stock availability and other factors. It cannot be chosen by you when you place your order. If we have notified you that "Instant Delivery" is available, your order will be available to be picked up by you from that store before the estimated delivery dates that are stated in the purchase guide section of our website.

Once your "Instant Delivery" order has been prepared, we will contact you to let you know that it is ready to be picked up. You can pick up the order either in person (presenting the order number and a proof of identity), or you can appoint someone else to pick up the order on your behalf. In this case, the appointed person must present the order number and proof of his or her identity.

Sales of items via the "Instant Delivery" service are carried out by ZA Clothing Ireland Limited, an Irish company with registered office at Fifth Floor, Hainault House, St Stephen's Green, Dublin 2, registered with number 347364.

The terms of this Clause 11 (together with the rest of these terms and conditions) will apply to you if you make a purchase via the "Instant Delivery" service, and will be subject to any other applicable regulations.

12. RISK AND TITLE

The Items will be at your risk from the time of delivery.

Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in clause 9), whichever is the later.

13. PRICE AND PAYMENT

The price of any items will be as quoted on our website from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and any amounts paid by you will be fully refunded.

We are under no obligation to provide the item(s) to you at the incorrect (lower) price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide.

Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

Once you have finished shopping, all the items you wish to purchase are added to your basket, and your next step will be to process the order and make payment. To do this you must follow the steps of the order process including filling out and verifying the information requested in each step. The order process allows you to check and amend any errors before submitting your order to us. There is a detailed description of the order process in the Shopping Guide. If you are a registered user, a record of all the orders placed by you is available in the "My Account" area.

Payment can be made by Visa, Mastercard, Paypal, American Express card and Apple Pay. To minimise the possibility of unauthorised access, your credit card details will be encrypted. You can also pay all or part of the price of your purchase with a gift card or a voucher for Zara Ireland issued by ZA CLOTHING IRELAND Ltd or FASHION RETAIL, S.A.

Please note that the option 'Change of size' will only be available when the following means of payment are used: Discover, AMEX, Affinity, MasterCard, JCB and VISA. Once we receive your order, we will request a pre-authorization on your card to ensure there are sufficient funds available to complete the transaction. No charge will be made to your credit card until your order has been dispatched for delivery. However, if your form of payment is Paypal, a gift card, or a voucher for Zara Ireland issued by ZA Clothing Ireland Ltd or Fashion Retail, S.A., the charge will be made the moment we confirm the order.

By clicking "Authorise payment" you are confirming that the credit card is yours or you are the rightful holder of the Gift card or the voucher.

Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

14. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is also available on the website. Under this type of purchase, only such data as are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

15. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases made through the web site are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers the Canary Islands, Ceuta and Melilla.

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be

charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT exempt as provided under article 146 of the above referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

16. RETURNS POLICY

16.1. Right to cancel under the European Union (Consumer Information Cancellation and other Rights) Regulations 2013

If you are contracting as a consumer, you have the right to cancel this Contract within 14 days, without giving any reason.

However, this cancellation right does not apply in the case of:

- (a) items that have been made to your specifications or clearly personalised.
- (b) sealed audio or sealed video recordings or sealed computer software, once they are unsealed/unwrapped, after you have received them.
- (c) sealed items that are not suitable for return for health protection and hygiene reasons, and have been unsealed after delivery.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party nominated by you (other than the carrier) acquires physical possession of the item. In the case of a contract relating to multiple items ordered by you in one order and delivered separately, the cancellation period will expire 14 days from the day on which you acquire, or a third party nominated by you (other than the carrier) acquires, physical possession of the last of the items.

To exercise the right to cancel, you must inform us of your decision to cancel the contract before the expiry of the cancellation period stated above. In order to do this, you can either use a cancellation form, the format of which is given in the Annex at the end of these terms, or you can make an unequivocal statement to us, setting out your decision to cancel this contract, and either of these methods can be given by post to ZARA, at Avda. de la Diputación, Edificio INDITEX, Polígono de Sabon CP 15143, Arteixo (A Coruña), Spain, by sending an email to contact.ie@zara.com, or by using the contact form on our website, or you can telephone us 1800 800 080 and inform us of your decision. Your communication must be sent before the cancellation period expires.

Effects of cancellation

If you cancel this contract, we will reimburse all payments received from you, including the cost of the original delivery to you (with the exception of any supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us). This reimbursement will take place without undue delay, and in any event not later than 14 days from the day on which you informed us of your decision to cancel this contract. We will carry out this reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of this reimbursement. Please note that we may withhold the reimbursement until we have received the items back from you, or you have supplied evidence to us of having sent back the items, whichever is the earlier.

You must take reasonable care of the items, and not use them, prior to returning them to us. You are liable for any diminished value of the items resulting from the handling of the items beyond that necessary to establish their nature, characteristics and functioning.

You must either send back the items to us, or hand them over to us at any ZARA store in the Republic of Ireland or through a Courier arranged by us, in all cases without undue delay, and in any event we must receive them not later than 14 days from the day on which you communicated to us your cancellation of the contract. The deadline is met if you return the items before the period of 14 days has expired.

You will bear the direct cost of returning the items to us, unless you return the items using one of the free returns methods described in clause 16.3(i),(ii) and (iii) below.

You will find a summary of how to exercise this cancellation right when you receive the order.

16.2. Contractual right to return the items

In addition to your statutory right as a consumer to cancel the Contract, set out in clause 16.1 above, we grant you a period of 30 days from the date of the Shipment Confirmation to return the items (except those mentioned in clause 16.3 below, for which the right to return is excluded).

Please note that the return of the gift card is governed by the Terms of Use of the Gift Card.

If you return the items within the contractual term of 30 days, but after the statutory cancellation period has expired, you will be reimbursed with the amount paid for the returned items only (ie, delivery and other costs will not be reimbursed). You will be responsible for the direct costs of returning the item, if the return is not

carried out in a ZARA store in the Republic of Ireland or by Courier arranged by us, or by dropping off the item at a Post Office using a returns-paid label that we send to you upon your request.

You may exercise your right of cancellation in accordance with the provisions of clause 16.1 above, however if you inform us about your intention of cancelling the Contract after the statutory term for cancellation, you must, in any case, hand the items over to us within the 30 day term as from the date of the Shipment Confirmation.

16.3. Common provisions: Returning Items

You do not have the right to cancel the Contract when it is for the delivery of any of the following Items:

- (a) items that have been made to your specifications or clearly personalised.
- (b) sealed audio or sealed video recordings or sealed computer software, once they are unsealed/unwrapped, after you have received them.
- (c) sealed items that are not suitable for return for health protection and hygiene reasons, and have been unsealed after delivery.

Your contractual right to return any other items applies exclusively to items that are returned in the same condition in which you received them. No reimbursement will be made if the item has been used more than just opening it, or for items that are not in the same condition as they were delivered, or when they have been damaged, so you must take care of the item while it is in your possession. Please return the item using or including all its original packaging, instructions, and other documents, if any, accompanying the item.

Upon cancellation, you can return the item using either of the following methods:

- (i) Returns at any ZARA store:

You may return an item at any ZARA store in the country where your item was delivered, provided that store has the same section to which the items you wish to return belong to. You should go to that store and present the item for return together with the e-ticket that was attached to the Shipping Confirmation, which is also saved under your account on our website, and on the Zara mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print out of the e-ticket. .

- (ii) Returns by Courier:

You may return any item by Courier arranged by us. In order to do this, you should contact us through the contact form on our website, or by email at contact.ie@zara.com, or by calling 1800 800 080, to arrange for the item to be collected at your home. You should return the item in the same package that you received it

in, and by following the directions on the "RETURNS" section of this website. If you have bought any items as a guest (rather than a registered user), you may request returns by Courier by calling 1800 800 080.

(iii) Returns to Post Office

You may return any item by dropping it off at your local Post Office. In order to do this, you should contact us through the contact form on our website, or by email at contact.ie@zara.com, or by calling 1800 800 080, to arrange for us to send you a pre-paid postage label for you to be able to attach to the parcel and drop your parcel off at your local Post Office. You should send the item in the same package as it was received and follow the directions on the "RETURNS" section of this website.

None of the above options will entail any additional cost to you.

If you do not want to return the item using the three free options that are available, then you will be responsible for the delivery costs. Please note that if you decide to return us the items "cash on delivery", we will be authorised to charge you for any costs we may incur.

After examining the item, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed only when the right of cancellation is exercised in accordance with clause 16.1 of these Terms and all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earliest. The refund will always be paid using the same payment means that you used to pay for your purchase.

You shall assume the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us on our contact form on the website, or by calling 1800 800 080, or emailing us at contact.ie@zara.com.

16.4 Change of size

If you decide that the item that you have purchased is in the wrong size for you, then you may be able to request a change in its size, without having to pay an additional delivery charge for the new item being sent to you provided you return the original item. This is regardless of your right of withdrawal, which will continue to exist legally and contractually. You can request the change of size via the "Orders and Exchanges" section of "My account" on this website. You should select the new size of your item, and provided that (i) it is the same item, (ii) its price on the website is equal to or greater than the price that you

paid for the original item (but please note, in this case only, you will not be charged for the price) and (iii) only certain means of payment have been used (please see Clause 13 of these Terms and Conditions for further information), then you will be able to request the change in size. Please note that the option for you to change the size of your original item will only be displayed as being available when all of these conditions are met.

Once you have requested the change and selected the appropriate return method, you must return the original item, either in any ZARA store in the Republic of Ireland, or via a courier that we will send to your home. You must return the item without any undue delay, and in any event within a maximum period of 14 calendar days from the change request in the website. Neither of the two options for returning the item will generate additional costs for you.

If you return the item in any ZARA store in the Republic of Ireland, you should present with the item along with the ticket that was included with the delivery of the item. If you return the item by courier arranged by us, you should return it in the same package that you received it, and follow the directions on the "Orders and exchanges" section of this website.

After you have chosen your return method, we will send the new order with the item in the revised size within 2–3 working days from the date of the request of the change, and in any event within a maximum period of 30 days from that date. This option will not present an extra cost to you. This new order is governed by the provisions of the Terms and Conditions, including the exercise of the right of withdrawal.

Please note that if after 14 calendar days from the change request in the website, you have not returned the original item, we are entitled to charge the costs corresponding to the new order placed, subject to the provisions of the Terms and Conditions.

16.5 Defective item returns

If you are acting as a consumer, we are under a legal duty to supply items that are in conformity with this Contract. As a consumer, you have legal rights in relation to items that are faulty or not as described.

In circumstances where you consider that the item does not conform with the Contract at the time of delivery, you should promptly contact us via the contact form on our website, or via the email address contact.ie@zara.com, with details of the item and its damage, or you can contact us by telephone on 1800 800 080.

You should return the item through a Courier arranged by us, or hand it over to us at any ZARA store in the country of delivery, or drop it off at a Post Office using a returns–paid label that you may request from us. We are entitled to ask for proof of purchase, which could be a copy of the e–ticket attached to the Shipping Confirmation.

We will fully examine the returned item and will notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We will usually process the refund or replacement as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement of the defective item.

Items returned by you because of a defect, where one exists, will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will always refund any money received from you to the credit card originally used by you to pay for your purchase.

This does not affect your statutory rights.

17. LIABILITY AND DISCLAIMERS

Our liability in connection with any item purchased through our site is strictly limited to the purchase price of that item.

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limit) for any:

- i. loss of income or revenue;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss of anticipated savings;
- v. loss of data; and
- vi. waste of management or office time.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising, except those legally established.

We warrant to you that any item purchased from us through this website will conform with the contractual description, is of merchantable quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website.

Items (including handcraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item.

Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

18. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

19. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic 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. This condition does not affect your statutory rights.

20. NOTICES

All notices given by you to us should be given to us via the contact form on our website. Subject to and as otherwise specified in clause 19 we may give notice to you at either the e-mail or postal address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

22. EVENTS OUTSIDE OUR CONTROL

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 events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

23. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights

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

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

24. SEVERABILITY

If any of these Terms or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

25. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Both you and us acknowledge that, in entering into a Contract, neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such Contract except as expressly stated in these Terms.

Neither you nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

26. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies, Terms in force at the time that you order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

27. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by Spanish law. Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts. If you are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

28. FEEDBACK

We welcome your feedback. Please send all feedback and comments to us via the contact form on our website or by email to contact.ie@zara.com.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact.ie@zara.com in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

Last updated on 16 January 2017

