

ZARA website Terms & Conditions

1. INTRODUCTION

These are the terms and conditions governing the use of this website and the agreement that operates between us and you (hereinafter, "the Terms"). These Terms set out the rights and obligations of all users (hereinafter, "You" / "your") and those of ZARA (hereinafter, "us" / "our" / "we" / "the Vendor") 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"). Before You click on the "Authorize Payment" button at the end of the ordering process, please carefully read these Terms and our Privacy Statement. By using this website or placing an order through it, You are consenting to be bound by these Terms and our Privacy Statement. If You do not agree to all of the Terms and the Privacy Statement, do not place an order.

These Terms may be subject to amendment, so You should carefully read them prior to placing any order.

If You have any questions about the Terms or the Privacy Policy, You may access our web site or contact us through our contact web form. ITX FASHION LIMITED trading as ZARA is an Irish company registered under company number 432265 with its registered address at Hainault House, 5th Floor, 69-71 St. Stephen's Green, Dublin 2, Ireland. Our VAT number is GB894528377.

2. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both You and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order, You unreservedly accept these Terms, having read them.

You agree that:

1. You may only use the website to make legitimate enquiries or orders.
2. 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.
3. 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 Privacy Statement).
4. 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.

3. SERVICE AVAILABILITY

The items we offer on this website are only available in the following countries: Germany (except for the Island of Heligoland), Spain, France (except for the Overseas Departments), Italy (except for San Marino, Liviano, Campione d'Italia, and Lake Lugano), Portugal, United Kingdom (Mainland only), Ireland, Austria, Belgium, Holland, Luxembourg, Switzerland, Monaco, Denmark (except Greenland and Faroe Islands), Sweden and Norway (except Svarbald).

4. 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 products shall exist between You and us until your order has been accepted by us. If we do not accept your offer and funds have already been deducted from your account, these will be fully refunded.

To place an order, You will be required to follow the shopping process online and press the "Authorize 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, as your order constitutes your offer to us to buy one or more products 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 product has been dispatched (the "Shipment Confirmation"). The contract for the purchase of a product between us (Contract) will only be formed when we send You the Shipment Confirmation.

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

5. AVAILABILITY OF PRODUCTS

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

6. REFUSAL OF ORDER

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent You an Order Confirmation, which we reserve the right to do at any time, at our sole discretion.

We will not be liable to You or any other third party by reason of our withdrawing any product from this website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent You the Order Confirmation.

7. YOUR RIGHTS TO CANCEL "Cooling Off"

If You are contracting as a consumer, You may cancel a Contract at any time within 30 days, as of the confirmation of the dispatch of your order. In this case, You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 13).

Your right to cancel a Contract only applies to products that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Any product which is damaged or not in the same condition as You received it or which is worn simply beyond opening the product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession.

You will not have any right to cancel a Contract for the supply of any of the following products:

1. Customized items
2. Music CDs/DVDs; whose original wrapping has been removed

Please take good and reasonable care of the products whilst in your possession, and where possible original boxes, instructions/documents and wrappings should be retained and used for the return of the products.

Further details of this statutory right and an explanation on how to exercise it are set out in clause 13 of these Terms and are summarized on the Dispatch Confirmation.

This provision does not affect your statutory rights as a consumer.

8. DELIVERY

Subject to availability, (see Clause 5 above), and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Order Confirmation by the delivery date set out in the Order Confirmation or, if no estimated delivery date is specified, within 15 days of the date of the Order confirmation.

Reasons for delay could include:

1. Customization of products;
2. Specialized items;
3. Unforeseen circumstances; or
4. Delivery area;

If for any reason whatsoever, we cannot meet the delivery date, You will be kept informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. Please note however, that we do not deliver on Saturdays or Sundays.

For the purpose of these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to "have been delivered" upon signing for receipt of the products at the agreed delivery address.

9. UNABLE TO DELIVER

If we are unable to deliver the goods after two attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining where your parcel is and how You can rearrange delivery. If You are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another mutually convenient day.

10. RISK AND TITLE

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

Ownership of the products will only pass to You when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in clause 8 above), whichever is the later.

11. PRICE AND PAYMENT

While we take care to ensure that all prices quoted on our website are accurate, errors may occur. If we discover an error in the price of any product(s) 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 if You have already paid for the product(s) You will receive a full refund.

We are under no obligation to sell the product(s) to You at the incorrect (lower) price (even after we have sent You an Order Confirmation) if the pricing error is an obvious typographical or arithmetical inaccuracy and could have reasonably been recognized by You as such.

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

We reserve the right to decline orders for bulk or high value purchases and to change price and availability information without notice. Other than as set in Clauses 11.1-11.2, changes will not affect orders in respect of which we have already sent an Order Confirmation.

Once You have finished shopping all the items You wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

1. Click the "Shopping bag" button at the top of the page.
2. Click on the "Checkout" button.
3. Fill-in or check your contact details, the details of your order, the delivery address and the invoicing address.
4. Fill in your credit card details.
5. Click "Authorize payment"

Payment can be made by Visa, MasterCard, Affinity Card, PayPal and American Express (Card(s)). We use «CYBERTRUST» to ensure payment is made safely and your Card details will be encrypted to minimize the possibility of unauthorized access or disclosure. Authority for payment must be given at the time the order is made. By clicking "BUY NOW" You are confirming that the Card is yours. The amount authorized by You will not be taken until your order is dispatched for delivery. If payment is made via PayPal the amount will be charged upon confirmation of your order.

Cards are subject to validation checks and authorization by your Card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

12. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done 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.

13. EXCHANGES/RETURNS POLICY

Statutory Rights: Under the Consumer Protection (Distance Selling) Regulations, You have up to 7 working days after You have received your delivery to cancel your order (other than in respect of goods made to your specification or are clearly personalised).

General policy: If You wish to return a product(s) within the period specified in Clause 7 above, You can make a return to us at any of the ZARA stores in the country where your product was delivered or by Courier arranged by us. In the latter case You should contact us through our web form to arrange for the product to be collected. Neither option will entail any additional cost to You. You should send the product in the same package received by following the directions on the "RETURNS" section of our website

You will be responsible for the cost of returning the product to us where You are not able to do so via one of the two free options offered. In this case, if You return the goods to us at our expense, we will be entitled to charge You for the direct cost we incur as a result.

If You have any doubts You can contact us through our web form or at the telephone number 0800 030 4238.

Product exchange or return in-store at ZARA: If there is a ZARA store located in the country where your product was delivered, You may return it, in person, to a store itself. You must present with it, fully completed, the RETURNS FORM received on delivery. Items can only be returned in Zara store that have the same section of the articles that you would like to return.

Where possible, please use or include with the product being returned all original boxes, instructions/documents and wrappings.

We will process your refund as soon as possible (and in any case, within 30 days of giving us notice of cancellation). We will refund any money

received from You using the same method used to make payment.

You should be aware that You are under an obligation to take reasonable care of the product(s) whilst they are in your possession. This means including all of the product(s) instructions, documents and wrappings when returning the product(s) and returning the product(s) in the same condition as received. Failure to exercise such reasonable care may, depending on the circumstances, give rise to a right of action against You for breach of statutory duty.

Exchange is limited to exchange for the same product, of a different size or colour.

In circumstances where You consider that the product does not conform to the Contract at the time of delivery, You should promptly contact us via our web form with details of the product and its damage. Alternatively You can contact us by telephone on (pending) where You will receive instructions from us. You may also return the product to us in any ZARA store located in your country of residence or by giving it to the Courier arranged by us.

Upon receipt of the product, we will fully examine it and notify You of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 30 days of the day we confirmed to You via e-mail that You are entitled to a refund or replacement.

Defective products will be refunded in full, including a refund of the delivery charges and any reasonable costs incurred by You in returning the item. We will always refund any money using the method used to make payment.

THE PROVISIONS SET OUT IN THIS CLAUSE 13 DOES NOT AFFECT YOUR STATUTORY RIGHTS RELATING TO FAULTY OR MISDESCRIBED GOODS OR YOUR RIGHT TO CANCEL ORDERS UNDER THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS.

14. LIABILITY AND DISCLAIMERS

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

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;
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:

1. loss of income or revenue;
2. loss of business;
3. loss of profits or contracts;
4. loss of anticipated savings;
5. loss of data; and
6. 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 product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

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.

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

15. 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 in our licensors. You are permitted to use this material only as expressly authorized 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.

16. 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.

17. NOTICES

All notices given by You to us should be given to us via our web form. Subject to and as otherwise specified in clause 16 above, 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.

18. 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 a 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.

19. 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 shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include 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 endeavors 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.

20. WAIVER

If we fail, at any time during the term of a 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 shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

21. SEVERABILITY

If any of these Terms or any provisions of a 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.

22. 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 this 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.

23. **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 products 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).

24. **LAW AND JURISDICTION**

Contracts for the purchase of products through our site will be governed by Irish law.

Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the Irish courts.

If You are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

25. **FEEDBACK**

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.