Terms and conditions for the online shops www.zalando.co.uk and www.zalando-lounge.co.uk.

This page (together with the documents referred to) contains the terms and conditions (the "**Terms and Conditions**") on which we supply any of the Products (each a "**Product**") listed on our websites www.zalando.co.uk ("**Zalando**") and www.zalando-lounge.co.uk ("**Lounge by Zalando**") (jointly called the "**Websites**") to you. Please read these Terms and Conditions carefully before ordering any Products from Zalando or Lounge by Zalando. You should understand that by ordering Products on these websites, you agree to be bound by these Terms and Conditions. You should print a copy of these Terms and Conditions for future reference.

The offers on our website www.zalando-lounge.co.uk are directed exclusively at consumers who conclude the purchase for a purpose that cannot be attributed to their commercial or professional activity.

We store the contract's content and will send you further details of your Order via e-mail. You can find and download these Terms and Conditions at all times. You will find details about your recent Orders by logging in to your Account via the "My Account" link.

We offer **three different sales models**, namely Zalando Products, Zalando Partner Products and Lounge by Zalando Products. There are different Terms and Conditions for these respective products.

Please make sure that you are aware of whether you purchase a Zalando Product, a Zalando Partner Product or a Lounge by Zalando Product and read the relevant Terms and Conditions carefully.

Zalando Products

You are buying a Zalando Product, if you are on the respective www.zalando.co.uk product page and you do not see any reference to your contract partner being any different from Zalando. **For the purchase of Zalando Products, Sections A and B of our Terms and Conditions are applicable.**

Zalando Partner Products

To enable us to offer you a wider and more diverse range of products, www.zalando.co.uk works together with a number of carefully selected partners (known as the Zalando Partner Program). If you are looking at a Zalando Partner Product, the name of the Zalando Partner will be notified as such on the product page.
For the purchase of Zalando Partner Products, Sections A and B of our Terms and Conditions are applicable.

Independent of whether your order is a Zalando Product or a Zalando Partner Product, you can still contact Zalando in the event of any questions or queries. We will always try to find the best solution for you. Your statutory rights are not affected by contacting our Customer Service.

Lounge by Zalando Products

"Lounge by Zalando" means the online shop under www.zalando-lounge.co.uk.
Lounge by Zalando is an exclusive online shopping community offering designer Products at reduced prices. The offers on Lounge by Zalando are only available for a limited time and while stocks last.
All Products available for sale on Lounge by Zalando are Lounge by Zalando Products.
For the purchase of Lounge by Zalando Products, Sections A and C of our Terms and Conditions are applicable.

Customer Services

Regardless of which buying model you are using, you can contact our Customer Services team with any questions, comments or suggestions without affecting your statutory rights:

E-Mail for Zalando and Zalando Partner Products: service@zalando.co.uk
E-Mail for Lounge by Zalando Products: legalnotice@zalando-lounge.co.uk

www.zalando.co.uk has been approved by Trusted Shops and must comply with this institution's rules and regulations for online retailers. You can find out more by clicking on the following link:
https://www.trustedshops.co.uk/

As online retailers, we are statutorily obliged to outline the Terms and Conditions of using our Websites. All sections are outlined below.

Section (A) – General Terms and Conditions

1. **About us and these Terms and Conditions**

1.1. About us, our agent and these terms and conditions "Zalando SE (Public limited company) is a company registered in Germany with the district court of Charlottenburg, Berlin under number HRB 158855 B with registered office at Valeska-Gert-Straße 5, 10243 Berlin, Germany. If you have any comments or suggestions, we would be pleased to receive them by emailing us at service@zalando.co.uk or, concerning Lounge by Zalando Products, legalnotice@zalando-lounge.co.uk

1.2. These Terms and Conditions govern the supply by us of any Product ordered by you on Zalando or Lounge by Zalando. By ordering a Product, you agree to be legally bound by these Terms and Conditions.

1.3. In these Terms and Conditions:

a. "Account" means the account that you will need to register for on the site if you would like to submit an order on the site;
b. "Acknowledgement" means our acknowledgement of your order by email;
c. "Breach of Duty" has the meaning given to it in clause 9.9(b) of these terms and conditions;
d. "Business Day" means a day which is neither (i) a Saturday or Sunday, nor (ii) a public holiday anywhere in England;
e. "Confirmation of Order" means our email to you in which we accept your order in accordance with clause 4.10 below;
f. "Contract" means your order of a product or products in accordance with these terms and conditions which we accept in accordance with clause 4.10 below;
g. "Customer" means individual who places an order on the site;
h. "Liability" has the meaning given to it in clause 9.9(a) of these terms and conditions;
i. "Order" means the order submitted by you to the site to purchase a product from us;
j. "you" means the customer who places an order;
k. references to "clauses" are to clauses of these terms and conditions;
l. headings are for ease of reference only and shall not affect the interpretation or construction of the terms and conditions;
m. words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;
n. references to "includes" or "including" or like words or expressions shall mean without limitation.

1.4. You can read our Terms and Conditions at any time on Zalando or Lounge by Zalando. You may print out this document or save the file on your computer using the 'save' function on your browser. Click here to open this document as a PDF file. To open this file, you will need a PDF reader, such as Adobe Reader, available for free on www.adobe.com.

1.5. These terms and conditions are our copyrighted intellectual property. Use by third parties – even of extracts – for the commercial purposes of offering goods and/or services is not permitted. Infringements may be subject to legal action.

2. **The Customer's Account**

2.1. For you to be able to Order Products on Zalando or Lounge by Zalando, you must have a registered Account. You only have the right to register one (1) Account on www.zalando.co.uk or www.zalando-lounge.co.uk. We reserve the right to delete duplicate Accounts and deny any Customers who do not comply with our Terms and Conditions the right to use their Account. We may also edit or delete these Accounts as part of our virtual householder's rights.

2.2. When you register an Account, you will be asked to state some personal details. If you do not state this information, we will not register an Account and you will not be able to Order Products on Zalando or Lounge by Zalando. We will notify you by e-mail when your registration is completed.

2.3. We are not obliged to accept all registration requests or all Orders, even when placed by registered Customers nor are we obliged to keep a consistent range of Products or keep any Products available permanently. This clause does not affect Orders that have already been placed.

2.4. By registering on or placing an Order through Zalando or Lounge by Zalando you warrant that:
a) you are at least 18 years old; and
b) you are resident in the United Kingdom.

2.5 You are responsible for assuring that all information you enter as part of the registration process is correct, complete and up to date. Your personal data will be stored and processed by Zalando SE in the manner stated in Zalando's and Lounge by Zalando's privacy policy on: http://www.zalando.co.uk/zalando-privacy-policy/ and http://www.zalando-lounge.co.uk/zalando-lounge-privacy-policy. You will receive a confirmation email after registering online.

2.6 You are responsible for keeping your personal log-in information secure and confidential.

2.7 You are solely responsible for all information you enter into any accessible areas (e.g. blogs). No entries may encroach upon third party rights. We are not obliged to save or publish your entries e.g. Product reviews.

2.8 You are to refrain from any disruption of the Websites and the use of any accessible information outside its intended use on our platform. Any manipulation of our Websites with a view to fraudulently obtain money or any other advantage at a disadvantage to Zalando SE, Zalando SE's partners or any other users will result in legal action and a loss of access to the Websites. Our Accounts, product range and stock levels are intended for Consumers.

3. **Effect**

3.1 These terms and conditions shall apply to all orders and contracts made or to be made by us for the sale and supply of products. When you submit an order to us, give any delivery instruction or accept delivery of the products, this shall in any event constitute your unqualified acceptance of these terms and conditions. Nothing in these terms and conditions affects your statutory rights (including the right to insist that goods you buy from businesses must correspond with their description, be fit for their purpose and be of satisfactory quality).

3.2 These terms and conditions shall prevail over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing, by email or orally, are expressly waived and excluded.

3.3 No other terms or changes to the terms and conditions shall be binding unless agreed in writing signed by us.

4. How a Contract is formed

4.1 By placing an order you confirm to purchase for private purposes exclusively.

4.2 When making an order, you must register for an account on the Websites as detailed in clause 2, and you must follow the instructions on the Websites as to how to make your order and for making changes to your prospective order before you submit it to the Websites.

4.3 Irrespective of any previous price you have seen or heard, once you select a product that you wish to order, you will then be shown or told (on the Websites) the charges you must pay and any applicable cost for packaging and handling. All prices include VAT. We do not charge VAT on children's clothing and footwear. Unless otherwise stipulated on the site, all charges are in the currency then in force in the United Kingdom. Subject to clause 4.12 below, this is the total that you will pay for receipt of the ordered product.

4.4 You shall pay for the product in full at the time of ordering by supplying us with your credit or debit card details from a credit or debit card company acceptable to us or by Paypal, which we require in order to process your order. Alternatively, you may pay by any method that we have said is acceptable

to us, but in any event we shall not be bound to supply before we have received cleared funds in full. Depending on the results of a credit check we reserve the right not to offer certain forms of payment and to refer you to our other forms of payment.

4.5 If you are asked for details of a payment card, you must be fully entitled to use that card or account. The card or account must have sufficient funds to cover the proposed payment to us. We will only accept payments from accounts within the United Kingdom.

4.6 You undertake that all details you provide to us for the purpose of purchasing the product from us will be correct, that the credit or debit card, or account or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the product. We reserve the right to obtain validation of your payment details before providing you with the product.

4.7 When you submit an order to the site, you agree that you do so subject to these terms and conditions current at the date you submit your order. You are responsible for reviewing the latest terms and conditions each time you submit your order.

4.8 You agree that you will receive invoices and credit notes exclusively in electronic form.

4.9 Your order remains valid as an offer until we issue our confirmation of order or, if earlier, when we receive your notice revoking your Order.

4.10 We shall not be obliged to supply the product to you until we have accepted your order. Unless expressly stating that we accept your order, an email, letter, fax or other Acknowledgement of your order by us is purely for information purposes and does not constitute the confirmation of order. In that acknowledgement, we may give you an order reference number and details of the product you have ordered. We may in our discretion refuse to accept an order from you for any reason, including unavailability of supplies or we may offer you an alternative product (in which case we may require you to re-submit your order first).

4.11 A contract shall be formed and we shall be legally bound to supply the product to you when we accept your order. Acceptance shall take place when we expressly accept your order by email to you, in the form of a document called a “confirmation of order” stating that we are accepting your order. Our confirmation of order shall be deemed to come into effect when it has been dispatched by us. Without affecting your obligation to pay us earlier, we may send an invoice to you at any time after we have accepted your order. Until the time when we accept your order, we reserve the right to refuse to process your order and you reserve the right to cancel your order. If we or you have cancelled your order before we have accepted it, then we will promptly refund any payment already made by you or your credit or debit card company to us for the order of the product.

4.12 If you discover that you have made a mistake with your order after you have submitted it to Zalando, please contact service@zalando.co.uk or, if the order was submitted to Lounge by Zalando, please contact legalnotice@zalando-lounge.co.uk immediately. However, we cannot guarantee that we will be able to amend your order in accordance with your instructions.

4.13 We try very hard to ensure that the price given to you is accurate, but the price of your order will need to be validated by us as part of our acceptance procedure. If the price for the order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed at the amended price.

4.14 A contract will relate only to those products whose dispatch we have confirmed in the confirmation of order. We will not be obliged to supply any other products which may have been part of your order until we have sent a confirmation of order in relation to those products.

4.15 You may only submit to us or our agent or the site information which is accurate and not misleading and you must keep it up to date and inform us of changes.

4.16 You consent to the assignment of the seller's claims for payment of the purchase price to third parties, in particular to Zalando Payments GmbH.

5. **Payment**

5.1 We offer payment by credit or debit card (VISA, Master Card, American Express) and Paypal. However, we reserve the right to offer less than our full range of payment options.

5.2 Invoices, order breakdowns and vouchers shall be provided in electronic form only.

5.3 When paying for purchased items via credit card or Paypal, your bank account is debited upon conclusion of the order.

6. Cancellation by us

6.1 We may cancel a contract if the product is not available for any reason. If this is the case, we will notify you and return any payment that you have made.

6.2 We will usually refund any money received from you, using the same method originally used by you to pay for the product.

7. Faulty Products

7.1 We warrant that:
a) the product will be delivered undamaged in the quantities ordered; and
b) the product will conform with the manufacturer's latest published instructions as set out on the website or in our product material at the time of your order.

7.2 The product is intended to be used strictly in accordance with the manufacturer's latest published instructions as set out on the site or as on the product itself. It is your responsibility to ensure that you use the product strictly in accordance with those instructions.

7.3 Before delivery, we may make minor adjustments to material, colour, weight, measurements, design and other features to the extent that they are reasonable.

7.4 We try very hard to deliver products in excellent condition. However, if you tell us that the product is faulty, you agree to keep the product in its current condition available for us (or our agent) to inspect within a reasonable time.

7.5 In order to provide you with any remedies for a faulty product, we may need your assistance and prompt provision of certain information regarding the product, including:

a) you specifying with reasonable detail the way in which it is alleged that the product is damaged or defective; and
b) you providing us with the delivery note number and such other information as we reasonably require.

7.6 If you would like us to repair, replace or provide a refund for the product where it did conform to the applicable contract, and we find that the product has:

a) been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or

b) been involved in any accident or damage caused by an incorrect attempt at modification or repair; or

c) been dealt with or used contrary to our or the manufacturer's instructions for the product; or

d) deteriorated through normal wear and tear,

After delivery by us, we may at our discretion decide not to repair, replace or refund you for the product and/or we may require you to pay all reasonable carriage costs and servicing costs at our current standard fees and costs and charge this to your credit or debit card, or the payment details that you provided to us when you made your order, and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

8. Circumstances beyond our control

8.1 We shall not be liable to you for any breach, hindrance or delay in the performance of a contract attributable to any cause beyond our reasonable control, including without limitation any act of God, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detainments of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

8.2 Either you or we may terminate a contract forthwith by written notice to the other in the event that the event of force majeure lasts for a period of two business days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a product already paid for by you and not delivered).

8.3 If we have contracted to provide identical or similar products to more than one customer and are prevented from fully meeting our obligations to you by reason of an event of force majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

9. Limitation of Liability

9.1 This clause 9 prevails over all other clauses and sets forth our entire Liability, and your sole and exclusive remedies, for:

a) the performance, non-performance, purported performance or delay in performance of these terms and conditions or a contract or the site (or any part of it or them); or

b) otherwise in relation to these terms and conditions or the entering into or performance of these terms and conditions.

9.2 Nothing in these terms and conditions shall exclude or limit:

a) our Liability for (i) fraud; (ii) death or personal injury caused by our breach of duty; (iii) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; or (iv) any other liability which cannot be excluded or limited by applicable law; or

b) your statutory rights as a consumer.

9.3 In performing any obligation under these terms and conditions, our only duty is to exercise reasonable care and skill.

9.4 Subject to clause 9.2:

a) we do not warrant and we exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the site; and we exclude all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature; and

b) you should not rely on any information accessed using the site to make a purchasing decision – you should make your own enquiries before forming your own opinion and taking any action based on any such information.

9.5 Save as provided in clauses 9.2, we do not accept and hereby exclude any liability for breach of duty other than any such liability arising pursuant to the provisions of these terms and conditions.

9.6 Save as provided in clause 9.2, we shall have no liability for:
a) loss of revenue;

b) loss of actual or anticipated profits;
c) loss of contracts;
d) loss of the use of money;
e) loss of anticipated savings;
f) loss of business;
g) loss of operation time;
h) loss of opportunity;
i) loss of goodwill;
j) loss of reputation;
k) loss of, damage to or corruption of data; or
l) any indirect or consequential loss;

and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 9.6(a) to 9.6(l) apply whether such losses are direct, indirect, consequential or otherwise.

9.7 Save as provided in clause 9.2:

a) our total liability under any contract shall in no circumstances exceed, in aggregate, a sum equal to the greater of: i) £100; or ii) 110% of the value of the relevant contract under which the cause of action arises; and

b) our total liability to you or any third party shall not in any other circumstances exceed, in aggregate, a sum equal to the greater of: i) £100; or ii) 110% of any aggregate amount paid by you to us in the 12 months preceding any cause of action arising.

9.8 The limitation of liability under clause 9.7 has effect in relation both to any liability expressly provided for under these terms and conditions and to any liability arising by reason of the invalidity or unenforceability of any term of these terms and conditions.

9.9 In these terms and conditions:

a) “Liability” means liability in or for breach of contract, breach of duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with these terms and conditions, including, without limitation, liability expressly provided for under these terms and conditions or arising by reason of the invalidity or unenforceability of any term of these terms and conditions (and for the purposes of this definition, all references to “these terms and conditions” shall be deemed to include any collateral contract); and

b) “Breach of duty” means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

10. Default, Winding Up

10.1 If you:

a) are in breach of any of your obligations under a contract; or

b) give notice to any of your creditors that you have suspended or are about to suspend payment or if you shall be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for your winding-up or an administration order is made or an administrator is appointed to manage your affairs, business and property or a receiver and/or manager or administrative receiver is appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or you take or suffer any similar or analogous action in consequence of debt in any jurisdiction; we may terminate the applicable contract immediately on giving notice in writing and retain any advance payment and you shall indemnify us against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to us from you shall become immediately payable. 10.2 Termination of a contract shall be without prejudice to any accrued rights or remedies of either you or us. Termination of a contract will not affect the coming into force or

continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

11. Data protection

Please see our Privacy Policy which forms part of these terms and conditions.

12. Notices

12.1 Any notice under a contract shall be in writing and may be served by personal delivery or by pre-paid or recorded delivery letter or by email addressed to the relevant party at the address or email address of the relevant party last known to the other.

12.2 Any notice given by post shall be deemed to have been served two business days after the same has been posted if the recipient address is in the UK. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

13. Severability

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining terms of use shall survive, remain in full force and effect and continue to be binding and enforceable.

14. English law and jurisdiction

These terms of use and your use of the Websites (and all non-contractual relationships arising out of or connected to it or them) shall be governed by and construed in accordance with English law. You submit to the exclusive jurisdiction of the English courts to settle any dispute which may arise under these terms of use.

15. Amendment to the General Business terms and conditions

We reserve the right to amend these terms and conditions at any time. All amendments to these terms and conditions will be posted online. However, continued use of the site will be deemed to constitute acceptance of the new terms and conditions.

Section (B) – Zalando Products and Zalando Partner Products

1. Contractual Partners / Lounge

1.1 By placing an order for Zalando Products, you are entering into a Contract with Zalando SE, based in Berlin, Germany. You can find an explanation on when the purchased product is a Zalando Product in the introduction of this Terms and Conditions. For Zalando Products Section A and Section B apply.

1.2 When ordering a Zalando partner product, the contract partners are both the Zalando SE as well as the respective Zalando Partner. You can find an explanation on when the purchased product is a Zalando Product in the introduction of this Terms and Conditions. If it is a Zalando Partner Product, the name of the Zalando Partner will be notified as such on the product page. For Zalando Partner Products Section A and Section B apply. A link offering information about the respective Zalando Partner (name, address, legal information) can be found on the respective product page.

1.3 The regulations found in these Terms and Conditions apply to the complete business relationship regarding the respective Zalando Partner Product and in particular in relation to you and the respective Zalando partner.

1.4 All Contracts relating to Zalando Products and Zalando Partner Products offered on Zalando are to be conducted solely in English.

2. Delivery

2.1 We aim to deliver the product to you at the place of delivery requested by you in your order.

2.2 We aim to deliver within the time indicated by us at the time of your order. We always aim to deliver within 3 – 5 working days from the date of any order which we accept, but we cannot guarantee any firm delivery dates.

2.3 We shall aim to let you know, if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

2.4 On delivery of the product, you may be required to sign for delivery. You agree to inspect the product for any obvious faults, defects or damage before you sign for delivery. You need to keep the receipt of the delivered product in case of future discussions with us about it.

2.5 We only ship within the United Kingdom. We do not ship to the Channel Islands. It may take a few days extra for shipments to be delivered to remote post codes.

2.6 We deliver in our standard packaging. Any special packaging requested by you is subject to additional charges.

2.7 We offer express delivery for some orders. You will be able to see whether or not this service is available when placing your order. For this service we charge £7.95. The order will be delivered within 2 working days. If we do not deliver within the time specified, we will refund the express delivery costs.

2.8 All risk in the product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

2.9 You must take care when opening the product so as not to damage it, particularly when using any sharp instruments.

2.10 You shall ensure that you are ready for safe receipt of the product without undue delay and at any time reasonably specified by us.

2.11 If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the carrier.

2.12 If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the product to you) accept delivery or collect the product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

a) charge you for our reasonable storage fee and other costs reasonably incurred by us; or

b) no longer make the product available for delivery or collection and notify you that we are immediately cancelling the applicable contract, in which case we will refund to you or your credit or debit card company as applicable any money already paid to us under the applicable contract, less our reasonable administration charges (including for attempting to deliver and then returning the product, and any storage fees as provided for in clause 2.11(a) above).

2.13 It is your responsibility to ensure that the products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the products will meet your individual requirements. You acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have.

3. Information concerning the exercise of the right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right of withdrawal, you must inform Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin, Telefax: +49 (0)30 2759 46 93 E-Mail: service@zalando.co.uk of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such 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 such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods if you use the QR code or the return label accessible from your customer account.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

To Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin, Telefax: +49 (0)30 2759 46 93, E-Mail: service@zalando.co.uk:

I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1)

– Ordered on (1)/received on (1),
– Name of consumer(s),
– Address of consumer(s),
– Date (1)

Delete as appropriate.

4. Return address for Partner Products

In case you bought a Partner Product and withdrew from the contract, you have to send the good back to the Partner. You can find information on the specific Partner, including the address, on the product page of the product you bought and in the attachments of the order confirmation we sent you. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods if you use the QR code or the return label accessible from your customer account.

5. Cancellation by you where the product is not faulty within 30 days after delivery

Subject to the rest of this clause 5, irrespective of your other rights for faults with the product and your right of withdrawal (cf. Section B Article 3), you may cancel a contract and return any delivered product to us for any reason at all, if you are not happy with it, provided that you have notified us in writing within 30 days of delivery of the product that you wish to cancel the applicable contract and to return the product at our risk. Moreover, you are only allowed to cancel this contract under this clause 4, if you

send the product back in its original packing, you only tried the product on in a way comparable to trying it on in a usual store and the product is not damaged. The notice must be sent in writing or in any other durable medium to:

E-Mail: service@zalando.co.uk
Telefax: +49 (0)30 2759 46 93

Mail: Zalando SE
Valeska-Gert-Straße 5
10243 Berlin
Germany

Your notice shall be deemed to have been given on the day on which it was sent.

Once you are in the possession of the goods you are under the duty to retain them and take reasonable care of them. The product must be returned to us in its original condition.

We offer a free returns service via DPD, our returns partner. Should you wish to return the goods directly to us without using this service, please address your return to:

Zalando Returns
Zalando SE
Regioparkring 25
41199 Mönchengladbach
Germany

If you bought a Partner Product, you have to return the good to the Partner. The address of the Partner can be found on the respective Product Page and in the attachment sent to you in your order confirmation.

To return an item using DPD service please log into your customer account, click on ‘Return Item’ and follow the instructions shown on screen.

If you do not have a DPD drop-off point in your area, please send an email to our customer service team at service@zalando.co.uk for further instructions.

If you use this service you won’t have to pay postage and packaging for your return. Zalando will cover the shipping costs.

5.2 If you cancel under this clause 5:
Once you have notified us that you wish to cancel the contract, any sum debited to us will be refunded to you as soon as possible and in any event within 30 days of your cancellation.

5.3 In the case of a product being purchased with gift vouchers, we reserve the right to refund any amounts due to you for cancelled and returned products by crediting your account with the value of the order.

6. Vouchers

6.1 You may use promotional vouchers and gift vouchers as payment for products on the site. Specific details for promotional vouchers are given in clause 4.7 and for gift vouchers in clause 4.8.

6.2 To redeem vouchers in your account or check an existing credit, please visit “My User Account” on the site.

6.3 We may email gift and promotional vouchers to you. Subject to Section A clause 9.2, we accept no liability for errors in the email address of the voucher recipient.

6.4 If you have a gift or promotional voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher.

6.5 In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a gift voucher purchase or redemption of that voucher on the site, we are entitled to close your account and/or require a different means of payment.

6.6 We assume no liability for the loss, theft or illegibility of gift or promotional vouchers.

6.7 Conditions for the redemption of promotional vouchers

a) From time to time we may release promotional vouchers that may be used on the site, which we will send to you by email. Promotional vouchers can only be redeemed on the site. They cannot be used on our websites in other countries, such as www.zalando.nl or www.zalando.de.

b) Promotional vouchers are valid for the specified period stated on them only, can only be redeemed once and cannot be used in conjunction with other promotional vouchers. Individual brands may be excluded from voucher promotions.

c) The credit of a promotional voucher cannot be used to pay for products from third parties other than us.

d) If you place an order for a product less than the value of the promotional voucher, no refund or residual credit will be returned to you.

e) The credit of a promotional voucher does not accrue interest nor does it have a cash value.

f) If the credit of a promotional voucher is insufficient for the order you wish to make, you may make up the difference through payment.

g) In the case of products being purchased with a promotional voucher, we reserve the right to fund you the original price of the product or products you keep, if – due to a cancellation – the total value of the product or products you kept falls below the value of the promotional voucher.

6.8 Conditions for the redemption of gift vouchers

a) You may purchase gift vouchers for use on the Site by you or other customers. These gift vouchers will be sent by email.

b) Gift vouchers can only be redeemed on the site. They cannot be used on our websites in other countries, such as www.zalando.nl or www.zalando.de

c) Gift vouchers cannot be used to buy further gift vouchers. Gift vouchers may only be purchased through debit or credit card or PayPal.

d) The credit of a gift voucher does not accrue interest nor does it have a cash value. Gift voucher can only be redeemed before the end of the ordering process. A subsequent settlement is not possible.

e) An order for a gift voucher can be cancelled by contacting us on +44 20 3059 8140 at any time before the gift voucher has been redeemed. A voucher is considered to have been redeemed if it is used as payment in placing an order.

f) If the credit of a gift voucher is insufficient for the order you wish to make, you may make up the difference through payment.

g) You may use as many gift vouchers as you wish in paying for an order, and gift vouchers may be used in conjunction with one promotional voucher per order.

In the case of products being purchased with a promotional voucher, we reserve the right to fund you the original price of the product or products you keep, if – due to a cancellation – the total value of the product or products you kept falls below the value of the promotional voucher.

Section (C) – Lounge by Zalando Products

1. **Contractual Partners / Lounge**

1.1 By placing an Order for Lounge by Zalando Products, you are entering into a Contract with Zalando SE, based in Berlin, Germany. You can find an explanation on when the purchased product is a Lounge by Zalando Product in the introduction of this Terms and Conditions. For Lounge by Zalando Products Section A and Section C apply.

1.2 All Contracts relating to Lounge by Zalando Products offered on Lounge by Zalando are to be conducted solely in English.

2. Delivery

2.1 We aim to deliver the product to you at the place of delivery requested by you in your order. The costs of delivery will be stated according to Section A Clause 4.2.

2.2 We aim to deliver within the time indicated by us at the time of your Order (and updated in the Confirmation of Order) but we cannot promise an exact date when you submit your Order or at the Confirmation of Order. We always aim to deliver within 30 days from the date of any Order which we accepted, but we cannot guarantee any firm delivery dates.

2.3 We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

2.4 On delivery of the product, you may be required to sign for delivery. You agree to inspect the product for any obvious faults, defects or damage before you sign for delivery. You need to keep receipt of the delivered product in case of future discussions with us about it.

2.5 We only ship within the United Kingdom. We do not ship to the Channel Islands. It may take a few days extra for shipments to be delivered to remote post codes.

2.6 We deliver in our standard packaging. Any special packaging requested by you is subject to additional charges.

2.7 All risk in the product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

2.8 You must take care when opening the product so as not to damage it, particularly when using any sharp instruments.

2.9 You shall ensure that you are ready for safe receipt of the product without undue delay and at any time reasonably specified by us.

2.10 If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the carrier.

2.11 If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the product to you) accept delivery or collect the product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

a) charge you for our reasonable storage fee and other costs reasonably incurred by us; or

b) no longer make the product available for delivery or collection and notify you that we are immediately cancelling the applicable contract, in which case we will refund to you or your credit or debit card company as applicable any money already paid to us under the applicable contract, less our reasonable administration charges (including for attempting to deliver and then returning the product, and any storage fees as provided for in clause 2.11(a) above).

2.12 It is your responsibility to ensure that the products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the products will meet your individual

requirements. You acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have.

3. Information concerning the exercise of the right of withdrawal

3.1 You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin, Telefax: +49 (0)30 2759 46 93, E-Mail: legalnotice@zalando-lounge.co.uk of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such 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 such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods if you use the QR code or the return label accessible from your customer account.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

To Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin, Telefax: ++44 (0)20 3355 8328, E-Mail: legalnotice@zalando-lounge.co.uk:

I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1)

– Ordered on (1)/received on (1),
– Name of consumer(s),
– Address of consumer(s),
– Date

(1) Delete as appropriate.

3.13 We offer a free returns service via DPD, our returns partner.

To return an item using DPD service please log into your customer account, click on ‘Return Item’ and follow the instructions shown on screen.

If you do not have a DPD drop-off point in your area, please send an email to our customer service team at legalnotice@zalando-lounge.co.uk for further instructions.

If you use this service you won't have to pay postage and packaging for your return. Lounge by Zalando will cover the shipping costs.

4. Vouchers

4.1 You may only use promotional vouchers on Lounge by Zalando. Zalando gift vouchers cannot be redeemed on Lounge by Zalando.

4.2 We may – in line with our Privacy Policy – email promotional vouchers to you. Subject to Section A clause 9.2, we accept no liability for errors in the email address of the voucher recipient.

4.3 If you have a promotional voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher.

4.4 In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a promotional voucher or redemption of that voucher on the site, we are entitled to close your account and/or require a different means of payment.

4.5 We assume no liability for the loss, theft or illegibility of promotional vouchers.

4.6 Conditions for the redemption of promotional vouchers:

a) From time to time we may release promotional vouchers that may be used on Lounge by Zalando, which we will send to you by email. Promotional vouchers can only be redeemed on Lounge by Zalando. They cannot be used on our website www.zalando.co.uk or in other countries, such as www.zalando.nl or www.zalando-lounge.de.

b) Promotional vouchers are valid for the specified period stated on them only, can only be redeemed once and cannot be used in conjunction with other promotional vouchers. Individual brands may be excluded from voucher promotions.

c) The credit of a promotional voucher cannot be used to pay for products from third parties other than us.

d) If you place an order for a product less than the value of the promotional voucher, no refund or residual credit will be returned to you.

e) The credit of a promotional voucher does not accrue interest nor does it have a cash value.

f) If the credit of a promotional voucher is insufficient for the order you wish to make, you may make up the difference through payment.

4.7 In the case of products being purchased with a promotional voucher, we reserve the right to fund you the original price of the product or products you keep, if – due to a cancellation – the total value of the product or products you kept falls below the value of the promotional voucher.

Terms of Use

Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin l eingetragen beim: Amtsgericht Charlottenburg, HRB 158855 B l USt-IdNr.: DE 260543043 l Vorstand: Robert Gentz & David Schröder (beide Co-Vorstandsvorsitzende), Dr. Astrid Arndt, Anna Dimitrova, David Schneiderl Aufsichtsratsvorsitzender: Kelly Bennett l Sitz: Berlin | WEEE-Reg.-Nr. DE: 72754189

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