

## Summary of our general terms and conditions

The general terms and conditions give you an overview of our services on Zalando.de. Our offers are aimed exclusively at consumers making purchases for private purposes. We offer you a personalised shopping and service experience for Zalando items, Zalando partner items and Zalando pre-owned items. Zalando partner items are labelled as such and come from commercial retailers, while Zalando pre-owned items are used items and are also specially labelled.

1. Conclusion of contract: By placing an order on the Zalando website, you declare that you are acting exclusively for private purposes. Your contractual partner is either Zalando SE or the respective Zalando partner depending on the type of products you order. The contract shall take effect when you click on the purchase button and receive the order confirmation. We reserve the right to refuse or cancel orders generated by automated programs or third-party services.

2. Prices, shipping costs and delivery conditions: Prices indicated at the time of the order are final prices and include the applicable VAT. Zalando shall bear the shipping costs, unless specific shipping methods, for example express delivery, are specified in the order. Additional shipping costs may be incurred for orders below the minimum order value. You will be informed of the amount before placing the order and will receive further information on this in the detailed general terms and conditions.

3. Various payment methods: Various payment options are offered, for example advance payment, credit card, invoice or PayPal. The actual payment methods available at the specific time of ordering may vary and you will be informed of the specific payment methods offered before placing the order.

4. Using vouchers: Promotional vouchers that are issued as part of advertising campaigns or gift vouchers that are purchased can also be redeemed during the order process. The respective voucher conditions shall apply.

5. Right of cancellation: As a consumer, you have a statutory right of cancellation. This means that you can cancel this online contract within 14 days of receiving the goods without giving reasons by 1.) informing us (e.g. by email or post) that you no longer want uphold the contract and 2.) returning your order to us or our partner. All other information on cancellation can be found in the general terms and conditions.

6. Voluntary right of return: We offer you a voluntary additional right of return, which we grant you voluntarily and independently of the 14-day right of cancellation. Your statutory right of cancellation remains unaffected by this. Further information on the conditions and extent of the voluntary right of return can be found in the general terms and conditions.

7. Refunds: Any refunds will be made automatically using the original payment method.

8. Customer service: Please refer to our help pages or [contact us](#) if you have any questions.

9. Potential complaints: We have a reporting and complaints procedure to review potentially unlawful content. You have various legal remedies available if you do not agree with our decision.

10. Miscellaneous: The statutory warranty rights to which you are entitled apply. Further information on this can be found in the general terms and conditions. You also have the option of downloading and archiving the general terms and conditions [here](#).

## **Standard Terms and Conditions (T&Cs) for orders placed online at [www.zalando.co.uk](https://www.zalando.co.uk)**

We would like to familiarise you below with our standard terms and conditions, which govern how we process and settle your purchases. The <https://www.zalando.co.uk/women-home/> website offers "Zalando merchandise" and "Zalando partner merchandise" for sale.

**The offers on our website [www.zalando.co.uk](https://www.zalando.co.uk) are directed exclusively at consumers who conclude the purchase for a purpose that cannot be attributed to their commercial or professional activity.**

Zalando merchandise is all merchandise that we offer on <https://www.zalando.co.uk/women-home/>, unless it is identified as Zalando partner merchandise on our website.

Zalando partner merchandise is merchandise that we offer on [www.zalando.co.uk](https://www.zalando.co.uk) and identify as partner merchandise.

### **1. Formation of contract and delivery of merchandise**

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

1.2 For orders placed online at [www.zalando.co.uk](https://www.zalando.co.uk), we enter into English language contracts only. When you order Zalando merchandise, your contract is with Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin. When you order Zalando partner merchandise, depending on the Product you select, you either have a contract solely with the respective Zalando Partner or with both, Zalando SE and the respective Zalando Partner together (joint seller).

1.3 By clicking on "Buy now", you are placing a binding order for the items in your shopping cart. Once you have submitted your order, we will immediately send you an e-mail acknowledgement of your order. This confirms that we have received your order but is not an acceptance of your offer. A binding contract is formed when the items have been dispatched.

1.4 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.

1.5 In the event that an item you have ordered is unavailable, we will let you know as soon as we can and, where payment has already been made, make a refund to your payment method without undue delay.

1.6 We do not assume the risk of having to procure ordered merchandise elsewhere (procurement risk). This applies also to orders for generic goods (where only the type and features of the goods are described). We are obliged only to make deliveries from our available stock and from the stock we have ordered from our suppliers. Where we make deliveries of goods from our available stock, the goods provided will be consistent with the order made by you. Our stock includes the relevant Zalando partner's stock where Zalando partner merchandise is ordered. Where time periods are expressed in working days, a working day means all of the days between Monday and Friday inclusive, but not UK public holidays.

1.7 We reserve the right not to accept an order or to cancel the order if the order is being placed by the use of software, robot, crawler, spider or any automated system or scripted behavior and any use of third party services used to place an order on your behalf.

1.8 We will inform you about the expected delivery time on each product detail page as well as immediately before you place an order.

## **2. Prices and shipping costs**

2.1 All prices on the Zalando.co.uk website are given in Pounds Sterling. Subject to section 2.5 below, the prices given on the website on the date the order is placed shall apply. The stated prices are final prices (totals) and include any applicable delivery charge and value added tax (VAT) at the applicable statutory rate. All items remain our property or the property of the relevant Zalando partner, as the case may be, until full payment of the purchase price.

2.2 We deliver within UK only. For orders of £35.00 or above there is no shipping charge. Orders of less than £35.00 shall incur a standard shipping charge of £3.99 including VAT. Shipping costs accrue and are levied by Zalando.

2.3 Express delivery is available for certain orders. When placing your order, you will see whether this option is available for your particular order as well as the costs of this option. Items will be delivered within 2 working days at the latest. If items do not arrive within that delivery period, you will be entitled to receive a refund of the delivery costs. Please contact us for further information.

2.4 Depending on where your item is being shipped from, long-distance delivery fees of £3.99 including VAT may apply. We will inform you accordingly before your order is placed if long-distance delivery fees apply for the item selected. Long-distance delivery costs accrue and are levied by Zalando. If you decide to return any item for which long-distance delivery fees have been charged, we will refund the long-distance delivery fees if the full order is returned. Your statutory rights remain unaffected.

2.5 If you decide to return any item ordered in accordance with these terms (see section 6 below and our return policy) we will refund the standard shipping charge for orders of less than £35.00 when the full order is returned. We will not refund any additional cost associated with express delivery.

## **3. Payment**

3.1 We accept the following payment methods: debit and credit card, and payment through Paypal. We reserve the right not to accept certain payment methods for a given order and to refer to other payment methods. Please note that we only accept payments from accounts within the European Union (EU). You are responsible for any costs associated with money transactions.

3.2 In the case of credit card purchases, your card will be charged when we ship your order.

3.3 We reserve the right to charge a fixed late payment fee of £ 5.00 per reminder notice if you default on payment. You have the right to bring evidence to show that the actual damage sustained was substantially less than the fixed fee, or that no damage was sustained at all.

3.4 You consent to receiving invoices and credits solely in electronic form.

## **4. Promotional vouchers and their redemption**

4.1 Promotional vouchers are vouchers that cannot be purchased, but are issued by Zalando during advertising campaigns and are valid for a certain period of time.

4.2 Promotional vouchers can be redeemed once only in connection with an order, and only within the specified period. Please check the terms and conditions of any promotional voucher before using it as certain brands may be excluded from the promotion and a minimum order value may apply. Promotional vouchers may not be used to purchase gift vouchers.

4.3 The value of the items ordered must equal or exceed the value of the promotional voucher. No refund or credit will be given for underspend. If the voucher does not cover the value of the merchandise, the difference can be paid using any of the accepted payment methods. The value of promotional vouchers will not be paid out in cash, nor will it accrue interest. Promotional vouchers will not be refunded if all or some of the items you ordered are returned.

4.4 Promotional vouchers can only be redeemed before the ordering process is complete. It is not possible to apply vouchers retrospectively. Promotional vouchers cannot be transferred to third parties. Unless we have agreed otherwise, it is not possible to combine multiple promotional vouchers.

4.5 If you return items which you bought using a promotional voucher, and, as a result, the total value of your order is less than or equal to the value of the promotional voucher or if you fall below the offer threshold, we will adjust the refund accordingly.

## **5. Terms and conditions for Zalando Gift Cards**

5.1 Zalando Gift Cards are issued by Zalando Payments GmbH. Zalando Payments GmbH is an e-money institution licensed in Germany. However, Zalando Gift Cards are not e-money.

The Zalando Gift Cards are not e-money but non-regulated stored value. This means that the Zalando Gift Cards are not supervised by the competent supervisory authority, nor do the statutory protection for e-money apply. In particular, you do not have a right to request a redemption for cash.

5.2 Zalando Gift Cards can be redeemed at [www.zalando.co.uk](http://www.zalando.co.uk) and on the Zalando app for the purchase of eligible products, which are offered by Zalando SE or other sellers (Zalando Partners). Eligible goods and services are products that serve the appearance of a person (e.g. clothing, shoes). Details can be found [here](#). A Zalando Gift Card may not be used to purchase another Zalando Gift Card.

5.3 Zalando Gift Cards are valid for a limited period of 5 years from the purchase date. Redemption in cash or refunds in the event of loss or damage are not possible.

5.4 Zalando Gift Cards are limited to a maximum value of GBP 170,- per Zalando Gift Card and to a maximum value of GBP 170,- worth Zalando Gift Card per purchase. It is possible to use multiple Zalando Gift Cards per purchase up to a maximum amount of GBP 170,-. Any remaining amount on your Zalando Gift Cards can be used for future purchases. The maximum value of Gift Cards that can be used per calendar month is limited to € 5.000,-. The maximum value of Gift Cards that can be connected to your customer account per calendar month is limited to € 5.000,-.

5.5 The Zalando Gift Card is usually activated within 24 hours of purchase.

5.6 Zalando Gift Cards can only be used prior to your order and not retroactively.

5.7 Should you cancel your order or return goods for which you redeemed a Zalando Gift Card, the amount paid will be refunded to your Zalando Gift Card and made available for future purchases. Should you return goods which were partially paid for with a Zalando Gift Card, the purchase price for any kept eligible goods having been eligible to being purchased via Zalando Gift Card will be paid first by redemption of the Zalando Gift Card and any remaining refund amount, if applicable, will be refunded to the other applied payment method.

## **6. Statutory right of revocation in respect of Zalando merchandise**

Subject to the further terms set out below (including some important exceptions), when you purchase an item from Zalando.co.uk you have a statutory right of revocation: The first thing you should know is that if you decide to return merchandise, you can use the return shipping label enclosed with your order, or it can also be printed out from your customer account page. If you do not have access to a printer, you encounter problems downloading the return shipping label or you require a new return shipping label, you can contact Customer Care to request one (contact details below). Please help us to avoid unnecessary costs by always using the return shipping label when returning merchandise.

### **Information regarding the statutory right to cancel:**

You have the right to cancel your contract with us within 14 days without giving any reasons. The cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires possession of the last item in your order.

To exercise the statutory right to cancel you must inform us by contacting us in one of the following ways:

By post Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin,

By telephone or fax: telephone: 02030598139, telefax: +49 (0)30 2759 46 93,

By e-mail: [revocation@zalando.co.uk](mailto:revocation@zalando.co.uk) (e.g. a letter sent by post, a fax or an e-mail).

By using the attached cancellation form, (you may use this form but you are not obliged to do so).

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **What happens after you have told us you wish to cancel**

If you cancel the contract under the statutory right to cancel, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of 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 cancel. 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. If you paid by Paypal/credit card, the refund will be sent to your Paypal/credit card account. If you used a gift voucher for your purchase, we will credit the relevant amount to your gift voucher account. 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 must return the items you no longer want to us without undue delay, and in any event not later than 14 days from the day on which you told us you were cancelling the contract. We will bear the costs of returning the goods provided you use the return shipping label provided by us for shipment from the country in which delivery was made to you, otherwise you will be required to pay the return shipping costs. You are only obliged to cover any depreciation in the value of returned items if the depreciation is attributable to your improper handling of the returned items when examining their condition, properties and function.

## **Cancellation form**

(If you wish to cancel the contract, please complete this form and return it to us)

Attn: Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin, fax: +49 (0)30 2759 46 93, e-mail:

[revocation@zalando.co.uk](mailto:revocation@zalando.co.uk)

I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*):

- ordered on (\*)/received on (\*)
- name of customer(s)
- address of customer(s)
- signature of consumer (s) (only if this form is notified on paper),
- date (\*)

Delete as appropriate

The right of cancellation expires prematurely for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

End of notice

## **7. Statutory right of revocation in respect of Zalando partner merchandise**

Subject to the further terms set out below (including some important exceptions), when you purchase a Zalando Partner merchandise from [Zalando.co.uk](http://Zalando.co.uk) you have a statutory right of revocation: The first thing you should know is that if you decide to return merchandise, you can use the return shipping label enclosed with your order. If you require a new return shipping label, you can contact Customer Care to request one (contact details below). Please help us to avoid unnecessary costs by always using the return shipping label when returning merchandise.

## Information regarding the right of revocation:

You have the right to cancel your contract with us within 14 days without giving any reasons. The cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires possession of the last item in your order.

To exercise the statutory right to cancel you must inform us by contacting us in one of the following ways:

By post: Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin

By telephone or fax: telephone: 02030598139; fax: +49 (0)30 2759 46 93

By Email: [revocation@zalando.co.uk](mailto:revocation@zalando.co.uk) or you inform the relevant Zalando partner of your decision to exercise the statutory right to cancel.

You may use the attached cancellation form but it is not obligatory.

## Consequences of revocation

If you cancel the contract under the statutory right to cancel, we shall reimburse to you all payments we received from you, including delivery costs (with the exception of 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 or our Zalando partner are informed about your decision to cancel. 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. If you paid by Paypal/credit card, the refund will be sent to your Paypal/credit card account. If you used a gift voucher for your purchase, we will credit the relevant amount to your gift voucher account. We may withhold reimbursement until we or our Zalando partner have/has received the goods back, or you have supplied evidence of having sent back the goods, whichever is the earliest. You must return the items you no longer want to us or to the relevant Zalando partner without undue delay, and in any event not later than 14 days from the day on which you told us you were cancelling the contract. The respective contact information can also be found on each product detail page by clicking on the Partner's name and scrolling down to the revocation information on the pop-up window displayed on the page. You will also find their contact details in the PDF file entitled "Information regarding the right of revocation" attached to the order confirmation we send to you. We will bear the costs of returning the goods provided you use the return shipping label provided by us for shipment from the country in which delivery was made to you, otherwise you will be required to pay the return shipping costs. You are only obliged to cover any depreciation in the value of returned items if the depreciation is attributable to your improper handling of the returned goods when examining their condition, properties and function.

## Cancellation form

(If you wish to cancel the contract, please complete this form and return it to us)

Attn: Zalando SE, Valeska-Gert-Straße 5, 10243 Berlin, fax: +49 (0)30 2759 46 93, e-mail:

[revocation@zalando.de](mailto:revocation@zalando.de) (or the relevant Zalando Partner)

I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*):

— ordered on (\*)/received on (\*)

— name of customer(s)

— signature of consumer (s) (only if this form is notified on paper),

— date — address of customer(s)

— date (\*)

Delete as appropriate

The right of cancellation expires prematurely for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

End of notice

## **8. Option to return merchandise up to 100 days after receipt**

8.1 Without prejudice to your statutory right to cancel set out above, we offer you the option of returning items ordered from the Zalando.co.uk website within 100 days of you receiving them. This return option allows you to return items to us, even after the 14-day cancellation period has expired (see "Statutory Right to Cancel above).

8.2 If you are returning Zalando merchandise, you can use the return shipping label enclosed with your order, or you can print the label out yourself from your customer account page. Please contact Customer Care if you have any problems downloading the return shipping label or you do not have access to a printer.

8.3 If you are returning Zalando partner merchandise, you can use the return shipping label enclosed with your order. Otherwise there is a link to the relevant Zalando partner's contact details on the web page for each product. You will also find their contact details in the PDF file entitled "Information regarding the right of revocation" attached to the order confirmation we send to you.

8.4 Your returned items will be deemed returned within 100 days if you send it within such time.

8.5 Your exercise of this return option is limited to unworn items that you have worn/tried on only as you would have in a shop. All returned items must be returned in their original condition, intact and undamaged, and in its original packaging. Until the period for exercising the statutory right to cancel expires, the statutory provisions governing returns shall apply exclusively.

8.6 The voluntary 100 days return right does not exist for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

8.7 We do not offer exchanges for returned items. If you wish to purchase a new item, please place a new order.

## **9. Refunds under the voluntary 100 days return right**

9.1 Any refunds are paid automatically to the account you used for payment. If you paid by Paypal/credit card, the refund will be sent to your Paypal/credit card account. If you used a gift voucher for your purchase, we will credit the relevant amount to your gift voucher account.

## **10. Customer Care**

For questions please contact our customer care team by clicking [here](#).

## **11. Faulty items**

Please contact us if an item you have purchased from the Zalando website develops a fault. Nothing in these terms shall affect your statutory rights.

## **12. Further Information.**

12.1 These T&Cs can be viewed at <http://www.zalando.co.uk>. You can also print or save this document by selecting the usual commands in your web browser (usually File -> Save as). You can also download and archive this document as a PDF by clicking [here](#). To open the PDF file, you will need Adobe Reader, which you can download for free at [www.adobe.de](http://www.adobe.de), or a similar PDF viewer.

12.2 You can also easily archive your order details by either downloading the T&Cs and using the appropriate commands in your browser to save the order summary appearing on the last page of the online shop ordering process, or by waiting to receive the automatic order confirmation which we also send to your nominated e-mail address upon completion of your order. The order confirmation e-mail includes your order details and our T&Cs and can be easily printed out or saved with your e-mail programme.

12.3 The offers made available at [www.zalando.uk](http://www.zalando.uk) can be used by persons of at least 18 years of age.

12.4 In the recommender systems we show you articles that we think you might like in order to make your search easier. For this purpose, we use various parameters to make recommendations that are as relevant for you as possible. These most relevant parameters are the country, item information, the selection of filters and sorting, e.g. favoured sizes, and the popularity of items as well as preferences, purchases and browsing activities. The main parameters that significantly influence the display of products on the catalogue page are 1. popularity, 2. the time of introduction of the item, 3. current sales campaigns and 4. the price. The respective parameters for an individual recommender system can be accessed via the ⓘ symbol on the recommender system, for example on the catalogue page. The following link will provide you with further information on the profile information we use and the possibility of influencing the use of the recommender systems on the entire platform:  
<https://www.zalando.co.uk/myaccount/recommendation-preferences/>.

### **13. Governing Law and Disputes**

These terms are governed by English law. You may bring legal proceedings against Zalando either in Germany or in the courts of your country of residence. If you have a dispute where you have entered into a contract with a Zalando partner you may bring legal proceedings against the Zalando partner in the jurisdiction where the Zalando partner is located or in the courts of your country of residence. In addition, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

### **14. Contact Details**

Zalando SE Valeska-Gert-Straße 5 10243 Berlin

Executive Board: Robert Gentz & David Schneider (both co-Chairs of the Board), Dr. Astrid Arndt, Dr. Sandra Dembeck, David Schröder

Supervisory Board Chairperson: Kelly Bennett

Registered with the Local Court (Amtsgericht) of Charlottenburg Berlin, HRB 158855 B

VAT ID: DE 260543043

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