

## Retail Terms and Conditions

This page tells you the terms and conditions on which you may use our website and on we supply any of the products ("Products") listed on our website ("co-operativeclothing.co.uk") to you. Please read these terms and conditions carefully before using our site and ordering any Products from our site. You should understand that by using our site or ordering any of our Products, you agree to be bound by these terms and conditions.

### 1. Information about us

co-operativeclothing.co.uk is a site operated by The Co-operative Clothing. The Co-operative clothing is a trading name of Co-operative Clothing Limited which is a subsidiary of The Co-operative Group, New Century House, Manchester M60 4ES. The data controller is The Co-operative Clothing Ltd. We are registered in England and Wales under company number 525R Our VAT number is 403314604.

### 2. Your status

By placing an order through our site you are declaring that you are the appropriate legal age to purchase the Products and that the person accepting delivery of your order is aged 18 or over. If it is found that you are not legally entitled to order certain Products, we reserve the right to terminate all account facilities immediately, without notice, and we will not be obliged to complete the order. All deliveries will require a signature.

### 3. Contract for sale

**3.1** When you place an order to purchase a Product from co-operativeclothing.co.uk, we will send you an e-mail confirming receipt of your order. Your order represents an offer to us to purchase a product, for which we thank you, and which is only accepted by us when we send e-mail confirmation ("despatch confirmation") to you that we've dispatched that Product to you (the "Contract"). Any Products on the same order, which we have not confirmed in our dispatch confirmation, do not form part of that Contract.

**3.2** For your protection, a contract will not be made if there is any legal reason why this is not possible e.g. attempted fraud, minimum age etc. Also, for your further protection, the information you provide will be subject to credit and fraud prevention checks.

**3.3** Our prices are subject to change and all Products are subject to availability. This does not affect your Statutory Rights.

**3.4** If the Products you have ordered are not available from stock we will contact you by email within 7 days. To cancel an order please contact customer service team on 0845 5210051 during 8.30am-5.30pm Monday to Friday or email us at customerserviceteam@co-operativeclothing.co.uk within 24 hours of placing order.

### 4. Order Process

**4.1** To place an order with co-operativeclothing.co.uk just follow the procedure below:

**4.1.1** Choose the Product you would like to purchase and click on either the title or image to display more information.

**4.1.2** To add the item to your basket click on the 'add to basket' button.

**4.1.3** You now see your item in the shopping basket. If you wish to change the quantity please retype the quantity in the Qty box and then click the 'update' button. If you wish to delete any item click the icon in the delete column and the page will automatically update. If you wish to add more items to your basket click on the 'continue shopping' button. When you have added all your items into your basket click on the 'checkout now' button.

**4.1.4** You are now on the first of three payment stages. If you are a new customer you will be required to register as a new customer. Click on the 'register and checkout' button. You will need to enter your first name and surname, enter your house number and post code then click on the 'get address' button. You will also need to enter a contact telephone number and a valid email address as we will use the email address to contact you regarding your delivery. You will automatically receive information and updates from the Co-operative Clothing click the 'contact buttons' to 'opt out'. Returning customers will be required to enter email address and password.

**4.1.5** You will now be asked if you wish your product to be delivered to a different address. If this is required please enter the delivery address details. Then click on the 'continue' button.

**4.1.6** You will now be asked to enter your credit card/PayPal details. Please select the method of payment you wish to pay with, i.e. Visa, MasterCard, Visa Debit and PayPal. Then enter the card details as requested. When completed please click the 'continue button'

**4.1.7** This page will show you the details of your order, both the product details and your personal/delivery details. Please ensure that you check all the details carefully. Once you have checked these please click on the 'place your order' button. **DO NOT CLICK ON THIS BUTTON IF YOU DO NOT WISH TO BE BOUND BY CONTRACT TO PAY FOR THE PRODUCTS.**

**4.1.8** You will receive an acknowledgement email from us, acknowledging receipt of your order. **THIS IS NOT AN ACCEPTANCE OF YOUR ORDER AND NO BINDING CONTRACT HAS BEEN MADE UNTIL THE PRODUCTS ARE DESPATCHED.**

## **5. Delivery, Risk and Title**

**5.1** Your order will be completed within 3 to 5 working days from date order placed, unless there are exceptional circumstances.

**5.2** 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.

**5.3** Free Delivery Offer - Customers who spend £75 or over on Products per order will be granted free delivery. This promotion applies only on delivery to UK addresses and Ireland and may not be used in conjunction with any other offer.

## **6. Cool Off Period**

**6.1** If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products. Please allow 14 days for refund, see our Delivery and Returns policy for further information.

**6.2** To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk.

**6.3** This provision does not affect your statutory rights.

## **7. Cancellations and Exchanges**

If you realised you made a mistake and want to cancel your order or exchange the Products, please contact us as soon as possible. Since we despatch Products quickly it may not be possible to stop your order so please follow the instructions for Returning a Product, please refer to our Delivery and Returns policy for further information in those instances. If a mistake has been made and you require different Products than those ordered, it may be faster to re-order the correct Product. This may mean two transactions on your credit card but this may be the fastest way for you to get the Product you require.

## **8. Defective and Damaged Items**

If you should receive Products that are defective, damaged or not what you ordered, please contact us within 10 days of receipt of the Products. Customer Services will help you resolve any issues as quickly as possible by delivering a replacement Products or refunding the amounts paid. Refer to our Delivery and Returns policy for further information.

## **9. Complete Satisfaction Promise**

In the unlikely event that you are unhappy with your purchase, you can return the Products to us within 28 days of receipt of order and we will be happy to exchange or refund, provided the Products are returned at your cost, unused, unwashed and in their original packaging.

## **10. Payment & Taxes**

We accept online payment in a secure environment. Currently we accept all major credit and debit cards and PayPal. Transactions are shown in pounds sterling (£).

All prices quoted on our site are accurate at the time of publication and are quoted in pounds sterling (£) and, where appropriate, are inclusive of UK sales tax (VAT) at the current rate. Prices are subject to change from time to time but prices will not be changed for Products that have been despatched to you.

You confirm that the [credit/debit] card and PayPal account that is being used is yours. All [credit/debit] card holders and PayPal accounts are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment, we will not be liable for any delay or non-delivery and we are not obliged to inform you of the refusal. Authority for payment must be given at the time of order. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment or PayPal.

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our despatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when despatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before despatching the Product, or reject your order and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a [despatch confirmation], if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

## **11. Customer Responsibility**

We cannot guarantee that the sale and delivery of Products to your particular location is permissible, so please be aware of your own geographic restrictions.

Our site and its contents do not constitute the basis for any contractual commitment between us and any prospective customer in

any jurisdiction in which the marketing or sale of the Products would contravene any applicable local, regional or national laws or legislation and no prospective customer should seek to make any order through our site from such jurisdictions.

## **12. Our liability**

**12.1** We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

**12.2** Full instructions on how to care for your product can be found under 'garment care' on the [co-operativeclothing.co.uk](http://co-operativeclothing.co.uk) site

**12.3** If you are acting in the course of a business, our liability for losses you suffer as a result of us breaking this agreement (including deliberate breaches) is strictly limited to the purchase price of the Product(s) you purchased.

**12.4** If you are not acting in the course of a business, our liability for losses you suffer as a result of us breaking this agreement (including deliberate breaches) is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

**12.5** Subject to clause 12.4, we shall not be liable whether in contract, tort (including negligence) or otherwise for any indirect or consequential losses arising out of or in consequence of this agreement, including but not limited to:

**12.5.1** loss of income or revenue;

**12.5.2** loss of business;

**12.5.3** loss of profits or contracts;

**12.5.4** loss of anticipated savings.

**12.6** This clause 12 does not include or limit in any way our liability:

**12.6.1** for death or personal injury caused by our negligence; or

**12.6.2** for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **13. Accessing our site**

**13.1** Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice.

**13.2** If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

**13.3** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

## **14. Copyright and Other Rights**

**14.1** We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

**14.2** The contents of the site and the site as a whole are intended solely for personal, non-commercial use. You may download or copy the contents and other downloadable materials displayed on the site for the sole purpose of placing an order with us or using our site as a shopping resource. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the contents, our site, or any related software.

## **15. Disclaimer**

We endeavour to keep our site up to date but cannot guarantee that our site and its contents are completely free of errors. By using this site, you acknowledge that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with our site. We are not liable for any damages associated with use of this site however caused and we do not accept responsibility for any inaccuracies, omissions, or errors whether in respect of the information provided on our website or any to which the groups website may be linked.

## **16. Third Party Links**

We may provide links to other web sites or resources from time to time. Any such link to other web sites or resources is not an endorsement of such web site or resources and you acknowledge and agree that we are not responsible for the availability of and content on such web sites or resources.

## **17. Security**

**17.1** Your credit card information is encrypted when you order from us to ensure your transactions are private and protected as they travel over the Internet. We accept orders only from web browsers that permit communication through Secure Socket Layer (SSL) technology - this means you cannot inadvertently place an order through an unsecured connection. Most web browsers above version three support this security.

**17.2** Please note, we will NEVER ask for personal details via email. If you do receive an email requesting this information, please contact our Customer Service team immediately.

## **18. General**

All notices given by you to us must be given to us at [customerserviceteam@co-operativeclothing.co.uk](mailto:customerserviceteam@co-operativeclothing.co.uk). 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 email was sent to the specified e-mail address of the addressee.

**18.1** The Contract 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.

**18.2** 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.

**18.3** 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.

**18.4** If any of these terms and conditions 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.

**18.5** These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

**18.6** We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions. Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.

**18.7** We have the right to revise and amend these terms and conditions from time to time. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Product dispatch confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

**18.8** Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.