

Terms and Conditions

Accessibility Statement

At Monsoon Accessorize, we really do care about the importance of providing a website that is accessible to all user groups, including the disabled. We aim to provide a fully accessible website built in accordance with best practices for accessibility and web standards.

Many Internet users with disabilities find websites difficult or even impossible to use simply because of the way they are designed. That's why we've tried our best to ensure the Monsoon Accessorize website has been designed to be as accessible as possible and to be compatible with the types of adaptive technology used by people with disabilities, including screen readers. That means visitors can control the size of the text and can use 'access keys' on the keyboard rather than the mouse to navigate through the pages.

You'll be pleased to know that it's possible to change the font size of this document to your preference through your browser. Depending on your browser of choice, this should be possible through the view and change text size/zoom option.

We also aim for our pages to conform to the Web Content Accessibility Guidelines 2.0, which are endorsed by the Royal National Institute for the Blind. We strive to obey the spirit of the UK Disability Discrimination Act 1995 with respect to the provision of services online, as required by the Disability Rights Commission.

Terms of Sale

It is important that you read these Website Terms of Sale ("Terms of Sale") carefully before ordering any products from our Website ("Product(s)") and ensure you understand them.

Together with our [Security and Privacy policy](#) and our below [Terms of Use](#), they govern our relationship with you in relation to this Website and your purchase of Product(s) from the Website or over the telephone.

We are Monsoon Accessorize Limited, a company registered in England and Wales at Companies House. Registered Number: 1098034. Our registered Office is at 1 Nicholas Road, London, W11 4AN, United Kingdom. Our UK VAT Number is 394 6756 95.

If you have any questions about them, please contact our Website Customer Service department at onlinecustomerservices@monsoon.co.uk or call us on 0203 372 3052 (UK only). We are open 8:30am to 7:30pm GMT Monday to Friday and 9am to 6pm GMT Saturday and Sunday.

Please note that before placing an order with us ("Order"), you will be asked to agree to these Terms of Sale by ticking a box just before you checkout. Please understand that if you refuse to accept these Terms of Sale, you will not be able to order from our Website.

We suggest that you print a copy of these Terms of Sale or save them to your computer for future reference.

Ordering and Delivery Information

Please make sure the email address you provide us with is correct and your mailbox is in proper working order. All Order confirmations and acceptances are sent to that email address. Please check any spam folders you may have for Order communications.

Please note in particular that:

1. No Orders should be placed by persons under the age of 18.
2. For delivery information, including costs, please see our [Delivery Information](#) page.
3. Whilst we try to ensure that all details (including prices) displayed on this Website are correct and up to date, we have a large number of products on our Website and sometimes products may be incorrectly priced. You must ensure that prior to placing an Order, you have checked all relevant details about the Products you have selected as their relevant details may have changed since you last visited this Website. Product prices shown on the Website may change from time to time, for example, if the Product you are ordering is subject to a promotional discount or offer which is either applied or withdrawn during the selling period. Please note if a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the relevant products to you at the incorrect (lower) price.
4. All Products displayed on this Website are subject to availability and all orders are subject to acceptance.
5. All prices are inclusive of UK VAT (but do not include delivery charges which will be added to your total prior to you placing your Order).
6. We will not be able to process VAT refunds for international customers.

7. Your payment card or Paypal account will be debited on despatch of your items but we may pre-authorise your card when place the order.

Orders are submitted via the Website in the following way:

- Once you are ready to make a purchase, click on 'Add To Shopping Bag' to add the Product you wish to purchase to your Shopping Bag. Then proceed by clicking 'Checkout' to log into our secure servers to complete your Order.
- You will be asked for your email address to proceed. At this point, you do not have to create an account with us but we require an email address to process your Order.
- If you have already registered with us you may enter your sign-in details to access your account.
- You will be required to enter your delivery and billing address details if this is your first Order or do not have an account. If you have an account, you can use the address details from your account or add a new delivery address. You will then be required to enter your payment details. We currently cannot store payment details so you will need to enter these each time you place an Order.
- If any delivery charges are payable these will then be added to the amount you will be charged. Before checking out, you must confirm you wish to make an Order and accept these Terms of Sale.
- Once you have completed your Order, you may create an account with us, which requires a password. You must keep this password confidential and must not disclose it or share it with anyone else. The address that you register with must be the address that your payment card statement is sent to, however you can use a different shipping address.
- Once you submit your Order, we will usually then send you a confirmatory email to acknowledge that we have received your Order and that your Order has been accepted by us ("Confirmation"). At this point the contract between us ("Contract") is formed and we will process the payment details you have given to us to take payment for your Order.
- You will receive a further email from us confirming despatch of the Product(s) to the shipping address you have requested.
- You should check each email for accuracy and let us know immediately if there are any errors.
- When you submit your Order, you are offering to buy the Product(s) at the price set out in the Order. Prices are checked regularly. However, if we find the price has changed, or that there has been a pricing error when we receive your Order, we will contact you and ask if you wish to proceed at the correct price.
- If there are any problems with your Order (for example, we don't have the products you wanted in stock, we can only fulfil part of your Order, or we find the price has changed), you will be contacted by a representative from the Monsoon Accessorize Website Customer Services.
- If you have any problems with your Order, please contact our Website Customer Service department at onlinecustomerservices@monsoon.co.uk or call us on 0203 372 3052 (UK only). We are open 8:30am to 7:30pm GMT Monday to Friday and 9am to 6pm GMT Saturday and Sunday.

Please be advised that we are unable to rectify mistakes you have made on your Order so do check it carefully before checking out. Please see the section below for your rights to cancel.

Delivery

Please see our Delivery Charges for details of delivery times depending on your location. We will arrange for delivery of the products and aim to deliver your order by the timing for your selected delivery method.

Ownership of the Product(s) will pass to you on delivery.

Products

The images of the products on the Website are for illustrative purposes only. Although we make every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the products. Your products may vary slightly from those images.

Any products purchased must not be made available for resale.

Cancellation Rights and Returns Policy

Right to change your mind

In addition to your other legal rights, you have the right to cancel the Contract (other than in relation to personalised or other products which we have specified as non-returnable, such as unsealed products) and receive a refund from us.

Your right to cancel a Contract and get your money back starts from the date of your Confirmation email relating to that Contract and ends 30 days after delivery, or, if they are outlet or sale products, 14 days after delivery.

You must inform us in writing at Monsoon Building, Website Customer Services, 1 Nicholas Road, London W11 4AN, United Kingdom, or by email at onlinecustomerservices@monsoon.co.uk if you wish to cancel. It would help us if you provide the date of Order and Order number, as well as your name and address to ensure we identify the Order correctly.

If you choose to cancel, then you must return the Product(s) to us either by returning to our warehouse or you may take the Product(s) to one of our stores as detailed in our [Returning Goods](#) page. You must ensure that you take reasonable care of the Product(s).

Damaged or defective products

We are under a legal duty to supply products in conformity with the Contract. As a consumer, you have legal rights in relation to products that are faulty or not as described. These rights are not affected by anything else in these Terms of Sale.

You should inspect the product(s) when you receive them for defects or damage.

Once received, goods, which are not of satisfactory quality, not as described or which have been damaged, may be returned for a full refund.

Simply return the items in their original condition and packaging if possible within 30 days of receipt. You must ensure that you take reasonable care of the Product(s).

If the Product(s) are found to be damaged prior to delivery to you, or defective (through no fault of your own wearing or use), we will repair or replace the Product(s) or refund the price paid by you, including any shipping charges you paid, provided that you have not worn or used and damaged the Product(s).

Returns Policy

We regret that it is not currently possible to exchange an item on our Website, however it may be possible to do this in one of our stores depending on availability and territory.

All bridal dresses, bedding, lighting, cushions, curtains and Boutique homewares must be returned to our returns warehouse address. Our stores are unable to process refunds or exchanges for these products.

In addition, some online specials and exclusives cannot be returned to our stores. We will indicate on the product information page where this is the case. See our Restrictions for more details.

You can return goods to any of our Monsoon and Accessorize stores within the United Kingdom or Republic or Ireland.

Please note, Only Monsoon products may be returned to a Monsoon store and cannot be returned to Accessorize branches. Monsoon Children's products can be returned to any branch stocking the Children's range.

As all of our Monsoon and Accessorize branches stock Accessorize product, you may return Accessorize products to any branch.

If you have purchased your goods on our website in Pounds Sterling but wish to return it to one of our Republic of Ireland branches, you will receive your refund in Euros as this is the currency they trade in. Our local exchange rate will be applied to the transaction, which may be subject to change.

Customers with goods shipped outside of the United Kingdom and Republic of Ireland are no longer able to return in store and should use the postal option detailed above for all returns.

We will refund you via the method that you used to pay:

- Where you paid for Products by payment card, we will re-credit the account that card is associated with. If we are unable to do this, we will contact you.
- If you made your order with PayPal, we will refund your PayPal account.
- If you used a gift card to pay for the entirety of your order, we will refund your order onto a replacement gift card. If you used a gift card to part pay for your order, we will refund the amount used on the gift card to a replacement gift card and the rest on to your credit/debit card or PayPal account.

Please note that Reward vouchers are non-refundable.

Please allow up to 14 days for your refund to be processed from the day you return the Product(s). No refunds for delivered products will be made until have received the relevant products.

The address to return the Product(s) to us is our warehouse address which is:

Monsoon Accessorize Ltd
Webstore Returns
Unit 2
7 – 11 Claudius Way
Victoria Business Park
Wellingborough
Northants
NN8 2DH
United Kingdom

Please note - your despatch note will be required as proof of purchase. If your order was placed in one of our stores, your till receipt will also be required as proof as purchase.

Other Information You Need To Be Aware Of

(i) Our liability to you

Nothing in these Terms of Sale excludes our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud;
- any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We will only be liable to you for direct losses, which you suffer as a result of a breach of these Terms of Sale by us and which are a 'foreseeable' consequence of us breaching these Terms of Sale. Losses are 'foreseeable' where they could be contemplated by you and us at the time your Order is accepted by us.

We only supply products for domestic and private use. Accordingly, we shall not be liable to you for any loss of data, loss of profit or business interruption or for any business losses that you may incur as a consequence of our failure to comply with the Contract.

We shall not be responsible for any delay in, or failure of, performance of our obligations under these Terms of Sale arising from any event beyond our reasonable control. This condition does not affect your legal rights.

If any event beyond our reasonable control takes place that affects our performance of our obligations we will notify you as soon as possible and our obligations under these Terms of Sale will be suspended and the time for performance extended for the duration of the event outside our reasonable control.

(ii) Gift Vouchers

Monsoon Accessorize gift vouchers are sold in pounds sterling only and may be exchanged for goods at any Monsoon Accessorize store in the UK and on the UK Website. They cannot be exchanged for cash or replaced if lost and may be exchanged for goods of a higher value on payment of the difference. Monsoon Accessorize gift vouchers are valid in the UK only.

The standard Website shipping charge for delivery will be added to the final cost of gift vouchers you are purchasing at checkout.

(iii) If any provision of these Terms of Sale is found to be invalid or unenforceable by a court, it will be deleted from the rest of these Terms of Sale, which shall remain unaffected.

(iv) No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies prevent any other or further exercise of them.

(v) The Contract and all communications between us will be conducted in English.

(vi) The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Sale or of any term of these Terms of Sale will be governed by the law of England and Wales.

(vii) If you have a complaint relating to these Terms of Sale we will attempt to resolve the complaint using our internal complaints-handling procedure. If the process is exhausted and the complaint is not settled in this way, you may make a request to us for the dispute to be settled by mediation through [The Retail Ombudsman]. If the Customer makes such a request, we shall consider whether or not we wish to use The Retail Ombudsman to try to resolve the dispute but we are not obliged by law to do so.

If we agree to submit a dispute to The Retail Ombudsman, we will notify you and you may (i) complete the online form on the Retail Ombudsman website (<https://www.theretailombudsman.org.uk/dashboard/create-claim.php>) or (ii) post your complaint using a paper form (<https://www.theretailombudsman.org.uk/assets/documents/retail-ombudsman-complaint-form.pdf>) to The Retail Ombudsman, 33rd Floor Euston Towers, 286 Euston Road, London NW1 3DP.

Further information on the Retail Ombudsman can be found at:

<http://www.tradingstandards.uk/templates/asset-relay.cfm?frmAssetFileID=77012>

(viii) The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Sale or use of the website. However, this does not prevent residents of Northern Ireland, Scotland or Europe from starting proceedings in their own local courts.

This current version Terms of Sale Became Effective as of October 2016

Terms of Use

<http://www.monsoon.co.uk> and <http://www.accessorize.com> "Website" and its content are owned and operated by Monsoon Accessorize Limited, ("Monsoon Accessorize", "we", "us" or "our") a company registered in England and Wales. Registered Number: 1098034. Registered Office: 1 Nicholas Road, London, W11 4AN, United Kingdom. UK VAT Number: 394 6756 95.

Your use of this Website is subject to these Website Terms of Use ("Terms of Use"), which tell you the basis on which you may make use of our Website.

Your purchase of products, which we supply to you through this Website (whether orders are placed online or over the telephone) ("Products"), is subject to the Website **Terms of Sale**.

Please read these Terms of Use carefully. Together with our **Privacy and Security policy** and, if you purchase Products through our Website, **our Terms of Sale**, they govern our relationship with you in relation to this Website.

If you have any questions about them or do not wish to accept them, please contact our Website Customer Service department at onlinecustomerservices@monsoon.co.uk or call us on 0203 372 3052 (UK only). We are open 8:30am to 7:30pm GMT Monday to Friday and 9am to 6pm GMT Saturday and Sunday.

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You can contact our Website Customer Service department at onlinecustomerservices@monsoon.co.uk or call us on 0203 372 3052 (UK only). We are open 8:30am to 7:30pm GMT Monday to Friday and 9am to 6pm GMT Saturday and Sunday.

The Website to which these Terms of Use apply and for which we are responsible is <http://www.monsoon.co.uk> and <http://www.accessorize.com>

Your Use Of This Website And Our Intellectual Property Rights

We have made this Website available to you for your own personal non-commercial use. We may modify, withdraw or deny access to this Website at any time.

We will withdraw or deny access to this Website at any time in relation to a user who breaches any of the terms contained in these Terms of Use.

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 keep this safe and treat such information as confidential (like a PIN), and you must not disclose it to any third party.

This Website and all of its contents including, without limitation, all text, software, software source code, trademarks, logos, designs, images, photographs, audio visual materials, written materials and any other form of material ("Website Content") is protected by copyright and other intellectual

property rights throughout the world and is owned by us or our affiliates or licensed to us by third parties.

Any rights or licences of the Website Content not expressly granted by the Terms of Use are reserved.

Monsoon is a registered trademark of Monsoon Accessorize Limited 1 Nicholas Road, London W11 4AN. Accessorize is a registered trademark of Accessorize Limited 1 Nicholas Road, London W11 4AN.

Except as set out in the Terms of Use, your use of the Website Content without written permission of the Website Content owner is strictly prohibited. You may print off one copy, and may download extracts of any page from this Website for non-commercial, private use provided that:

- the content is not used on eBay, Amazon or any private sales website.
- you do not modify, distribute, transmit, display, reproduce, create derivative works from, sell, license or otherwise use the Website Content without our written permission.
- no graphics are used separately from accompanying text;
- our copyright and trade mark notices appear in all copies and you acknowledge this Website as the source of the material; and
- any person to whom you provide these materials is made aware of these restrictions.

You agree that when accessing the Website you shall not price scrape or harvest pricing either manually or by use of a web spider, web robot or any other web crawling technology.

We monitor the market for infringements of our intellectual property rights and reserve the right to take any action we deem appropriate to protect our rights.

Our Liability To You

We will only be liable to you under or in connection with your use of our Website for losses which you suffer as a direct result of our breach of these Terms of Use.

We shall not be liable under these Terms of Use, howsoever caused for any business losses that you may incur, including but not limited to lost data, lost profits or business interruption or for any indirect, special, incidental or consequential damage or loss.

Nothing in these Terms of Use shall exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud or fraudulent misrepresentation; or
- any matter for which it would be illegal for us to exclude, or to attempt to exclude, our liability.

Information On This Website

Whilst we try and ensure the information contained on the Website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. Our liability to you as explained above remains unaffected by this.

Specifically, please note that some products on our Website ("Products") may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Other Products may be represented at a larger size than actual size in order to clearly show details, or smaller than actual size in order to show the entire item.

Linking

We may link to other websites, which are not within our control. When we do this, we will try and make it as clear as possible that you are leaving our Website. We are not responsible for these websites in any way. It is your responsibility to check the terms and conditions and privacy policy on any other website which you visit.

You may provide a link to this Website from any other business or business information or service website provided that you comply with the following conditions:

- links must be to the homepage of the Website at <http://www.monsoon.co.uk> or <http://www.accessorize.com>;
- our Website must not be framed on any other website, therefore you may not create a frame or any other border around the Website;
- the website from which you wish to link must comply with all relevant laws and regulations and must not contain content which may be considered to be distasteful or offensive; and
- you must not imply that we endorse or are associated with any other website, product or service (unless expressly agreed to in advance by ourselves in writing).

We reserve the right to withdraw linking permission without notice.

Governing Law and Jurisdiction

The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Use or of any term of these Terms of Use will be governed by the law of England and Wales.

The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Use or use of the Website.

However this does not prevent residents of Northern Ireland, Scotland or Europe from starting proceedings in their own local courts.

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WEEE Regulations



The Waste Electrical and Electronic Equipment (WEEE) Directive is now UK law. The legislation aims to make producers pay for the collection, treatment and recovery of waste electrical equipment. The regulations also mean that suppliers of equipment like high street shops and Internet retailers must allow consumers to return their waste equipment free of charge.

The amount of WEEE we throw away is increasing by around 5% each year, making it the fastest growing waste stream in the UK.

- Much of the UK's WEEE ends up in landfill, where the lead and other toxins it contains can cause soil and water contamination. This can have a harmful effect on natural habitat, wildlife and also human health.
- Many electrical items that we throw away can be repaired or recycled. Recycling items helps to save our natural finite resources and also reduces the environmental and health risks associated with sending electrical goods to landfill.

Distributors of new Electric and Electronic Equipment (EEE) have a part to play in reducing the amount of WEEE going into landfill sites.

Monsoon Accessorize is obliged under these regulations to offer our customers free take-back of their WEEE on a like-for-like basis when they buy a new Electrical or Electronic product from us.

For example, if you buy a new clock from us we would accept your old clock and prevent it going into a landfill site by disposing of it safely.

Customers must return their WEEE item to us within 28 days of purchasing their new item.

For any goods purchased on our website (e.g. a lamp) we will accept the old lamp back in store within 28 days with proof of purchase.

Under the WEEE Regulations, all new electrical goods should now be marked with the crossed-out wheeled bin symbol shown below:



Goods are marked with this symbol to show that they were produced after 13th August 2005, and should be disposed of separately from normal household waste so that they can be recycled.