



WEBSITE TERMS AND CONDITIONS for www.moolilondon.com

Please read these terms in full before you use this Website. If you do not accept these terms of use, please do not use this Website. Your continued use of this site confirms your acceptance of these terms.

WEBSITE ACCESS

- 1.1 It is not necessary to register with us in order to use most parts of this Website. [However, particular areas of this Website may only be accessible only if you have registered.]

USE OF WEBSITE

- 1.2 This Website may be used for your own private purposes and in accordance with these terms of use.
- 1.3 You may print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent. Images remain the Copyright of Mooli London any request for removal must be adhered to within a period of 24 hours from request.

SITE UPTIME

- 1.4 All reasonable measures are taken by us to ensure that this Website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.
- 1.5 Where possible we always try to give advance warning of maintenance issues that may result in Website down time but we shall not be obliged to provide such notice.

VISITOR PROVIDED MATERIAL

- 1.6 Any material that a visitor to this Website sends or posts to this Website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our **Privacy Policy** [*see website*].

- 1.7 When using this website you shall not post or send to or from this Website any material:
- (a) for which you have not obtained all necessary consents;
 - (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
 - (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 1.8 [We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph 1.7.**]

LINKS TO AND FROM OTHER WEBSITES

- 1.9 Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.
- 1.10 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:
- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
 - (b) you do not misrepresent your relationship with this website; and
 - (c) the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.
- 1.11 By linking to this Website in breach of clause 5.2 you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

DISCLAIMER

- 1.12 Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and ,or up to date.
- 1.13 All material contained on this Website is provided without any or warranty of any kind. You use the material on this Website at your own discretion.

EXCLUSION OF LIABILITY

- 1.14 We do not accept liability for any loss or damage that you suffer as a result of using this Website.
- 1.15 Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

PAYMENT

- 1.16 Payment may be made by any single one of the methods indicated on our website, we are unable to process orders with more than one method of payment.
- 1.17 All total prices for goods and services at the checkout represent the total price payable by the customer for those items, regardless of the address for delivery. For deliveries to the EU, this price includes VAT (or VAT equivalent) at the current rate. Although this price is the same for deliveries outside the EU, where VAT (or VAT equivalent) may not be applicable, customers are not entitled to any discount or refund to account for the differences in tax treatment and will pay the same price for the item as a customer placing an order for delivery to the EU. Other components of the total price at the checkout, including delivery charge, may vary for each customer.
- 1.18 We do our best to make sure that prices are correctly shown but very occasionally an error may occur. If this should happen, we will correct the price and ask you to confirm whether you still wish to purchase the goods at the correct price. If we are unable to contact you, we will treat the order as cancelled. We will not accept an order if there is a pricing error.

DELIVERY

- 1.19 Delivery outside of the UK but within the EU will incur additional delivery charges. If your chosen delivery destination is not listed please email for estimate. For delivery outside of the EU please contact us.
- 1.20 We deliver to any UK address. We also offer delivery to most European and Worldwide countries (prices shown at checkout). We do not deliver to PO Boxes. Orders placed for these addresses will be cancelled and a full refund will be given if you have already paid for the goods. We do not accept liability for any loss or damage that you suffer as a result of using this Website.
- 1.21 Orders may generally require a signature to acknowledge delivery. The signature of the person accepting delivery at the delivery address will be proof that delivery has been received by you or the person, to whom the order is addressed. If no one is available to accept the delivery you will receive written notification to advise that a delivery has been attempted.

GENERAL

- 1.22 All measurements are approximate.
- 1.23 The reproduction of colours is as accurate as the photographic and production process will allow. Colours may vary slightly from those displayed.
- 1.24 All matters concerning and incidental to any offer or agreement for the purchase and sale of goods from our website shall be in English and construed and governed according to English law and the English courts shall have jurisdiction in all such matters.

- 1.25 The reductions shown in clearance sections are reductions from the original price charged on the website. Occasionally these prices may have applied more than six months ago.

WARRANTY

- 1.26 Your Item is covered under a general manufacturer's warranty for 1 year from the date of your purchase. This warranty only includes defects in workmanship and manufacturing. This warranty does not include scratches or tears of the surface of your bag due to misuse or abuse nor does it include what we deem 'everyday wear and tear'. This warranty does not include the wear of materials that may occur after extended use of the product. This warranty does not cover any loss / damage of equipment or time. If the damage to your item falls within our warranty, we will be happy to replace or repair your item. We reserve the right to refuse warranty based on customer service discretion.

Where stated your item is made from water resistant material. The bag is not 'waterproof' so avoid contact with water where possible. If your bag does get wet remove all possessions at the earliest convenience and allow bag to dry before further use. The zips and stitched areas are not water resistant so avoid contact with water.

CANCELLATIONS & RETURN

- 1.27 If, for any reason, you wish to do so you have the right to cancel any order you have placed. Where the goods have been delivered to you, you may cancel them up to 7 working days, starting from the day after the goods were received, in line with the Consumer Protection(Distance Selling)Regulations 2000. The following procedures will apply:
- 1.28 You can email our Mooli customer services at info@moolilondon.com . If you have contacted us to cancel before delivery of your goods, though your order will have been cancelled, normally delivery cannot be interrupted (except possibly if cancellation takes place within 60 minutes of order).
- 1.29 Mooli will be happy to exchange or refund your purchase within 7 days of delivery, for goods that do not meet your expectations. Please note you will be responsible for postage costs and proof of delivery is recommended. Unwanted goods must be returned in a fully resaleable condition and any tags must be intact. We reserve the right to refuse an exchange or refund if goods are not returned in a saleable condition or are damaged.
- 1.30 For instructions on how to return an order, please email our returns department at info@moolilondon.com and title your email 'return' .
- 1.31 Items that have been personalised cannot be returned unless due to a manufacturing defect.

THESE TERMS AND CONDITIONS DO NOT IN ANY WAY AFFECT YOUR STATUTORY RIGHTS

LAW and JURISDICTION

These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

OUR DETAILS

Our business name is: Mooli London LLP

Our business address is: 16 Lower Teddington Road, London

Our contact details are: info@moolilondon.com / 0203 774 0286