



## Terms and Conditions

### ONLINE TERMS AND CONDITIONS OF SALE - MONSTER CLOTHING LIMITED

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

<i>Contract</i>	means any contract for the sale of goods and/or the supply of services between us and you into which these Conditions are incorporated.
<i>Conditions</i>	means the standard terms and conditions of sale set out herein, including any special terms and conditions agreed in writing by us and attached here to;
<i>Goods</i>	means the goods and/or services which we shall supply in accordance with these Conditions, in accordance with your order placed on the Website;
<i>We</i> <i>Website</i>	means Monster Clothing Limited (Company registration number 12230372) of Monster Clothing Ltd, 23 Granville Street, Linden, Gloucester, GL1 5HL, United Kingdom and “us” and “our” shall be construed; accordingly, means the website domain name <a href="http://www.monsterclothing.co.uk">www.monsterclothing.co.uk</a>
<i>you</i>	means the customer who orders the Goods from the Website and “your” shall be construed accordingly.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 All rights expressly reserved by or granted to us by these Conditions shall be without prejudice to any other rights which we may have from time to time.

1.4 Unless expressly stated otherwise, where rights and decisions are to be exercised or made at our discretion, then we shall be under no duty or obligation to you to justify or provide a reason for the decision.

1.5 Unless expressly stated otherwise, where our prior written consent is required in these Conditions, then we shall be under no obligation not to unreasonably withhold or delay in giving that consent.

## **2. BASIS OF SALE**

2.1 These Conditions shall apply to all Contracts for the sale of Goods by us to you by telephone or through our website to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order, and no variation of these Conditions shall be binding unless agreed in writing by us and attached hereto. These Conditions set out the entire agreement to the exclusion of all other terms and conditions.

2.2 Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by us in writing. In entering a Contract, you acknowledge that you do not rely on any such representations which are not so confirmed.

2.3 Where the Goods are to be delivered by instalments, each instalment shall constitute a separate Contract. Failure by us to deliver any instalment shall not entitle you to treat the Contract as not performed by us.

2.4 All specifications, drawings and picture representations on the Website in respect of the Goods are for guidance purposes only. Colours may vary slightly from that shown in pictures and sizing is in accordance with our size chart. Any particulars of prices, weights, dimensions and performance issued by us are approximate only and are not intended to form the basis of any Contract.

## **3. ORDERS AND SPECIFICATIONS**

3.1 No order submitted by you shall be deemed to have been accepted by us unless and until confirmed by us. All orders are subject to availability and Goods cannot be reserved. We reserve the right to refuse to accept any order placed by you.

3.2 You shall be responsible for ensuring the accuracy of the terms of any order submitted by you (including but not limited to size and quantity) and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with these Conditions.

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification submitted by you, we shall be able to recover from you all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement of any patent, copyright, design right, trade mark or other intellectual property rights of any other person which results from our use of your specification. We reserve the right to make changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements.

## **4. PRICE OF THE GOODS**

4.1 The price of the Goods shall be our quoted price. All prices and price information were correct at the time of publishing and are subject to change without notice. The quoted prices are for online or telephone purchases only, [and may not be the same as in our mail order catalogues].

4.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to us, either in line with inflation or for reasons due to any factor beyond our reasonable control, any change in delivery dates, quantities or specifications for the Goods which are requested by you, or any delay caused by your instructions or your failure to give us adequate information or instructions. You will be asked to re-confirm your order at the new price.

4.3 Except as otherwise agreed in writing by us, all prices are given by us are exclusive of delivery, and where we agree to deliver the Goods otherwise than at our premises, you will be liable to pay our charges for transport, posting, packaging and insurance.

4.4 The price is inclusive of any applicable value added tax which you shall automatically be liable to pay to us. Any changes in the rate of value added tax will result in an automatic change in our quoted prices.

4.5 We reserve the right to alter the specification of products as necessary and offer an equivalent or better product in the event of stock anomalies.

4.6 Colours- Whilst every effort has been made to represent the true likeness of a products colour. Variations may occur in printing processes or computer monitors. We therefore cannot guarantee that colours will appear exactly as seen on your computer screen or in a catalogue.

## **5. TERMS OF PAYMENT**

5.1 In respect of all orders made on the Website, payment shall be made automatically through SquareUp by either credit or debit card.

5.2 For orders placed over the telephone, payment terms shall be as requested by us from time to time and we may require a proportion of the amount due to be paid on the date of order.

5.3 Notwithstanding clause 5.3, any outstanding amounts due for the Goods shall be raised by way of invoice and submitted to you at the end of each month.

5.4 We request that our invoices be paid within 14 days of the date of the invoice and where any payment remains outstanding by the due date we reserve the right to charge you interest (as well after as before any judgement) on the amount unpaid, at the rate of 3% per annum above Barclays Bank plc base rate from time to time, accruing pro rata on a daily basis until payment is made in full,.

5.5 You are not entitled to any right of set off or permitted to withhold payment for any invoice issued. In the event you dispute any invoice, you must notify us within 7 working days of received the invoice and provide us with appropriate details and reasons for the dispute. We will endeavor to resolve such dispute within [30] days from the date you notify us.

5.6 Each invoice is separate and constitutes a separate contract between us. Where you fail to pay an invoice in accordance with our terms we reserve the right to refuse any further orders you place. Further, where more than one invoice is outstanding, we will be entitled, in our discretion, to recover the full amount of all invoices which are outstanding at any one time.

## **6. DELIVERY**

6.1 You shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

6.2 Any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be a term of the Contract unless previously agreed in writing by us. We may deliver the Goods in advance of the quoted delivery date upon giving you reasonable notice.

6.3 If we fail to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.4 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then we reserve the right to:

6.4.1 store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

6.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) and where payment has been received by us in advance, account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

## **7. RISK AND PROPERTY**

7.1 Risk of damage to or loss of the Goods shall pass to you in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you fail to take delivery of the Goods, the time when we have tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods (from us to you) or any other provision of these Conditions, the legal and equitable legal title and ownership in the Goods shall not pass to you until we have received in cleared funds payment in full of the price of the Goods.

7.3 Until such time as the legal title and ownership in the Goods passes to you (and provided the Goods are still in existence and have not been resold) we shall be entitled at any time to require you to deliver up the Goods to us and, if you fail to do so forthwith, to enter upon any premises where the Goods are stored and repossess the Goods.

## **8. WARRANTIES AND LIABILITY**

8.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the applicable law. Where the Goods are sold to a person dealing as a consumer, we warrant that the Goods are of satisfactory quality and fit for their normally intended purpose.

8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976, as amended) these Conditions do not affect your rights under law. Further information on your legal rights can be obtained from Trading Standards or Citizens Advice Bureau.

8.3 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you, and our entire liability under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

## **9. YOUR INSOLVENCY**

9.1 If you make any voluntary arrangement, become bankrupt, insolvent or commit any other act of bankruptcy, we reserve the right to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **10. GENERAL**

10.1 We will not be liable to you or be deemed to be in breach of contract by reason of delay or failure to perform any of the Company's obligations if the delay or failure is due to act or cause beyond our reasonable control.

10.2 These Conditions do not purport to confer a benefit on any third party.

10.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other's principal place of business.

10.4 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected.

10.6 The Contract and these Conditions shall be governed by the laws of England, and you agree to submit to the exclusive jurisdiction of the English courts.

10.7 We reserve the right to monitor and record telephone calls our staff receive and make in order to monitor staff performance and ensure the highest service possible to our customers.

## **11. YOUR RIGHT TO CANCEL**

11.1 The sale of Goods under this contract are subject to the Consumer Protection (Distance Selling) Regulations 2000 ("the Regulations"). Accordingly, if for any reason you are unhappy with the Goods, you have the right to cancel your order at any time within seven working days of us notifying to you our acceptance of your order.

11.2 If you wish to cancel: -

11.2.1 before the Goods are dispatched, you are asked to contact us by email or phone as soon as reasonably possible.

11.2.2 after the Goods are dispatched, please return the Goods to us (in the condition which they were received by you) indicating whether you require an exchange or refund.

Please refer to our [Returns policy](#) for additional details on charges.

11.4 Subject to clauses 11.2 and 11.3 above, in some instances where we have obtained the Goods from a third-party supplier, we incur a re-stocking fee upon returning Goods. You agree to pay any re-stocking fee we may incur in returning your order. In no event will the cost of the re-stocking fee be more than the price of the Goods. We reserve the right to deduct any charges we incur before refunding the balance to you or seek to recover any shortfall from you.

11.5 Please note that this right of cancellation does not apply where Goods are specifically made to your specification or personalised at your request.



Monster Clothing Ltd

## Website Terms and Privacy Policy

We have developed this policy so that you can feel confident about the privacy and security of the personal information that you provide to us.

### **TERMS AND CONDITIONS**

This website is provided by Monster Clothing Ltd of Granville Street, Linden, Gloucester GL1 5HL. It is important that you read and understand the terms set out below and by using this website you agree to be bound by them.

#### **Disclaimer**

Whilst reasonable care is taken to ensure that the information contained on this website is accurate, we cannot guarantee its accuracy and we reserve the right to change the information on this website (including these terms and conditions) at any time without notice. You must check these terms and conditions for changes each time you intend to use this website.

We provide this website on an "as is" basis and makes no representations or warranties of any kind with respect to this website or the content contained on it (including any text, graphics, advertisements, links or other item) and disclaim all such representations and warranties. In addition, neither we nor any other contributor to this website make any representation or gives any warranty, condition, undertaking or term either express or implied as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the content contained on this website or that such content will be accurate, up to date, uninterrupted or error free.

#### **Compensation**

You acknowledge that you are solely responsible for the use to which you put this website and all the results and information you obtain from it and that all warranties, conditions, undertakings, representations and terms whether expressed or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law.

Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to this website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use this website.

#### **Interruptions and Omissions in This Service**

Whilst we take every care to ensure that the standard of this website remains high and to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this website (or any particular part of it).

## **Data Protection Act 1998 (the Act)**

We take the security and privacy of your personal information extremely seriously.

Personal Data is held on our database either because of orders we have processed or work we have undertaken or are currently engaged in, or because our customers have indicated that they would be interested in receiving material from us about our business and products. To that end we hold client contact details and the history of our client relationship. This allows us to manage our client relationships effectively and target items of interest so that clients do not receive unwanted material through the post.

In accordance with your rights under the Act, you may request the correction of the personal information held, or request that we cease sending you unsolicited direct marketing materials.

We do not sell, rent or deal in the personal information we hold.

## **Security Policy**

Our Payment Service Provider is SquareUp – a payment service provider (PSP) in the UK and Ireland.

SquareUp provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is SquareUp's utmost priority to ensure that transaction data is handled in a safe and secure way.

SquareUP uses a range of secure methods such as fraud screening, I.P address blocking and 3D secure. Once on the SquareUP systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards.

SquareUp is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.

SquareUp is an active member of the PCI Security Standards Council (PCI SSC) that defines card industry global regulation.

In addition, you know that your session is in a secure encrypted environment when you see <https://> in the web address, and/or when you see the locked padlock symbol alongside the URL.

So, when buying through our site, you can be sure that you are completely protected.

## **Intellectual Property**

The copyright in this website belongs to Monster Clothing Ltd. You may not make a permanent copy of or reproduce this website in any form. You may not reproduce or incorporate this website into any other website. You may only print, display or download temporary copies of the content to your computer for your own personal non-commercial use. You may not link to this site, frame it nor purport to sell access to or knowledge of the website or any of our intellectual property without our express consent.

Monster Clothing Ltd are the exclusive registered owner of the "Monster Clothing" (word and logo) trademark in the United Kingdom, and own unregistered rights throughout the world. All other trade marks, brand names, product names and titles and copyrights used in our website are trade marks, brand names, product names or copyrights of Monster Clothing Ltd or our authorised suppliers/advertisers. No permission is given by any party in respect of the use of any of them and such use may constitute an infringement of the holder's rights.

### *Compliance with laws*

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

In particular, you will not use the website or allow the website to be used for any purpose that in our sole opinion:

- infringes any intellectual property rights;
- is in breach of any law, statute or regulation;
- is defamatory, libelous, unlawfully threatening or harassing;
- is obscene, pornographic or indecent;
- contains any virus or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information; or
- is not solicited.

For the avoidance of doubt, we do not monitor, and will have no liability for the contents of, any communications transmitted by virtue of the website.

### **Invalidity**

If any part of our terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### **Third party links**

This website may contain links to third party websites over which we have no control. We assume no responsibility for the content of any third party website. The presence of a link to such a website does not necessarily mean that we endorse that site or have any association with the proprietor of that website.

### **Governing Law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

Our website is targeted at United Kingdom residents only. In listing your place of residence and delivery address in our order form, you are representing to us that you are a resident of the United Kingdom. This is a representation on which we rely prior to accepting your offer to purchase our advertised services.

### **Special Offers**

- The free gifts will be offered whilst stocks last
- In order to receive a free gift, customers must agree to receive special offers from Monster Clothing
- If the free gift, is an item of clothing Monster Clothing will try and match the size where possible
- Refunds will only be accepted if the free gift is also returned
- Delivery of promotional items may be increased during periods of special offers



**Newsletter sign up 10% Code**

- The 10% newsletter sign up code is only valid on leisurewear items ONLY (Men's / Women's) and does NOT apply to sportswear goods.
- The code is only valid for a single use.