

# **Zooqie**

## **Terms and Conditions of Use**

### **General**

1. Use of the Zooqie website by a Brand implies acceptance of these Terms and Conditions by the Brand.
2. Brands must also abide by the terms and conditions of the website as can be seen on the Terms and Conditions page.
3. Failure by Brands to abide by the terms and conditions of this document or the terms and conditions of the website will result in the removal of the Brand from the website and possible further legal action.

### **Prerequisites**

4. Brands must operate a PayPal account in order to sign up to Zooqie.

### **Orders**

5. Due to the nature of products being sold by different Brands, Customers may only purchase one product at a time.
6. Brands will be notified of orders via PayPal. PayPal will send a notification email to the email address registered with the Brands PayPal account. Additionally, there will be a notification of the order on the Brands PayPal account.
7. It is the Brands responsibility to frequently check their PayPal account/emails for new orders.
8. On submission of a successful order, PayPal immediately credits the Brand the cost of the product, plus shipping less Zooqie's commission fee and less PayPal's handling fee.
9. Zooqie's percentage commission is calculated using the product price and is calculated before PayPal's handling charge and Shipping.
10. PayPal's handling charge is calculated using the product price and is calculated before Zooqie's commission and Shipping.

See <https://www.paypal.com/uk/webapps/mpp/paypal-fees> for details.

## Shipping and Delivery

11. Shipping charges may be set by the Brand on an item-by-item basis (due to the nature of Customers only being able to purchase one item at a time).
12. Items must be dispatched within 10 working days of the order being placed by the Customer.
13. Zooqie bears no responsibility for dispatch and delivery.

## Disputes and Returns

14. Customers have the right to return items which are damaged or faulty, or if they are unsatisfied with the product they have received.
15. Customers will contact Brands directly about returns via email.
16. It is the Brand's responsibility to liaise with the Customer to organise the return or swap of the item.
17. Zooqie bears no responsibility for the return of the item.
18. Should the Brand need to refund a Customer, this can be done via PayPal.
19. Zooqie's commission charge and Paypal fees are **irrecoverable** in all cases.
20. Should a return not be settled between the Customer and Brand or the Brand fails to deliver an ordered item, the Customer is entitled to open a dispute case on PayPal where PayPal will be the mediator of the dispute.

## Manufacturing

21. Zooqie bears no responsibility for manufacturing of clothing items.

## Information

22. Zooqie requires all information provided by Brands to be as accurate as possible.
23. Responsibility and consequential liability for inaccurate information or inappropriate images lies solely with the Brand.

24. Zooqie reserves the right to use any images provided by the Brand for promotional purposes.

## Commission

25. Zooqie has the right to change the commission rate upon giving Brands 1 month prior notice via email.

## Removal

26. Brands have the right to remove themselves from Zooqie at any time on request.
27. Brands have the right to remove information or products at any time on request.
28. Removals will occur within 5 working days of request.
29. Zooqie has the right to remove any Brand entirely at its own discretion. In this case Zooqie will notify the Brand 48 hours in advance.

## Edit

30. Brands have the right to edit any of their information or images at any point (including product prices) at any time upon request.
31. Edits will occur within 5 working days of request.

## Stock

32. On addition of a product to Zooqie, the Brand must inform Zooqie of the stock available to be sold on Zooqie. The Brand must exclusively set aside this stock for sales originated on Zooqie. I.e. this stock needs to be set aside solely for Zooqie and ready to sell.
33. This is to avoid occurrences where an order is placed for an item which is now out of stock outside of Zooqie's control.
34. Zooqie will keep track of its exclusive available stock and will not allow sales beyond it.
35. Should a Brand wish to edit the stock quantity for any item, they can contact Zooqie to organise doing so.
36. When an item goes out of stock, Zooqie will inform the Brand by email within 48 hours.

37. If order errors occur (items being sold when out of stock) due to Zooqie not being correctly informed on stock quantities, the responsibility and consequential liability lies with the Brand.