

# Terms & Conditions

These terms and conditions apply to the use of the magolstores.com website and the services we offer including the sale of retail goods to consumers.

You must read, agree with and accept all of the terms and conditions contained in this agreement and our Privacy Policy. This agreement includes those terms and conditions expressly set out below and those incorporated by reference. We strongly recommend that you read any other information contained on other pages or websites referred to in this notice.

If you do not agree with the terms and conditions set out below, you should not use or access this website or our services.

Please note, these terms and conditions may change at any time, and it is up to you to check these terms and conditions regularly. If you have any queries relating to our terms and conditions, please contact the Customer Service team.

## **New customer**

You are responsible for all actions taken under that username, whether by you or any other person. It is your responsibility to keep your username and password safe. You should not disclose or transfer your username or password to any other person and you must notify us immediately if you become aware of any unauthorised use of your username or password.

You warrant, represent and undertake that any information, which you provide when you register as a user, shall be up to date, true and accurate in all respects, and you agree to notify us immediately of any changes to such information.

You can e-mail any changes in your details to the [info@magolstores.com](mailto:info@magolstores.com) or online once logged in, via the 'My Account' section.

## **Description and Product information**

All products displayed on this website are available only whilst stocks last. Every effort has been made to reflect product colours as accurately as possible. However, due to differences in monitor display and resolution, we are unable to guarantee that the colour you will see on your monitor will accurately reflect the true colour of the product.

All drawings, photos, descriptive matter, specifications and advertising issued on this website are issued or published for the sole purpose of giving an approximate idea of the products described in them. They will not form part of the contract with you and no warranty or guarantee shall be expressed or implied in the contract with you in this regard.

**Buy One Get One Free** - It is possible that some items you receive may have a Buy One Get One Free sticker on them but are no longer eligible for that promotion. Some of our stores run a Buy One Get One Free offer, in order to continue to bring the best gear at the lowest prices, we have reduced the online price against the RRP price online for these products. All items will be clearly labelled and identified at product and checkout level.

Clearance Products -Products in the clearance section may be a mix of stock from previous seasons. It is possible that small style changes may have been made to a product between seasons. These changes are minor and will not affect the quality or functionality of the product. Due to the nature of the clearance section the image may be from a different season to the item received.

### **Purchasing Products**

The prices displayed on this site are quoted in UK pounds sterling, Euro, American dollars, Australian dollars, New Zealand dollars and Canadian dollars. Payments can be made in UK pounds sterling, Euro, American Dollars, Australian dollars, New Zealand dollars and Canadian dollars. The prices include VAT at 20% (UK tax), where appropriate, and are subject to change if the applicable rate of VAT changes before your order is accepted.

Where there is a delay or likelihood of delay in the supply of products, we will advise you as soon as possible. You may either cancel your order or choose a replacement item.

Any orders you place with us will not be accepted and no contract will be formed between us until you have been instructed that said goods are available and these goods have been paid for and all applicable charges in full. No payment shall be deemed to have been received until we have received payment in cleared funds.

We will confirm our acceptance of your order on receipt of cleared funds by email (where a valid email address is provided).

On placing an order your email address will be added to Magol Stores mailing lists. You can unsubscribe at any time.

We reserve the right at all times and at our sole discretion to refuse to accept any orders.

If your order has already been dispatched, please follow the returns procedure and we will grant you a full refund.

Very large or bulk orders will not be eligible for free delivery, all bulk orders will be weighed and the delivery charge will be advised. If you would like to discuss placing a large or bulk order please Contact Us.

### **Returns Policy**

If you would like to return an item, it must be within 30 days of receipt. Unfortunately, we cannot accept a return for a refund more than 30 days after you have received the item unless the item is faulty, mislabelled or incorrectly described.

You may find it more convenient to return an item by post to our return address 201/5 Highmoor Avenue Bayswater VIC 3153. You will need to email us the dispatch and confirmation email in addition to the payment card used to purchase the goods. Please note that the range available in store may differ from that on the website so please email ahead to check the availability of a specific item.

The products must be in their original packaging and in an unworn/unused condition. In the case of footwear, this means that the footwear must not have been worn outside or treated in any way.

Please use the postage sticker included with your dispatch note.

If your item is faulty and more than 30 days have passed, please contact us via the online support department on the [Contact Us](#) page.

We cannot refund any costs incurred for using 'Special' or 'Express' services.

We cannot refund gift cards.

If returning an item bought by gift card or credit note you will be entitled to a gift card or credit note. You will not be entitled to a refund.

We are no longer giving gift vouchers however if you have purchased one recently it will still be valid until the time of expiry.

If you need any further information, please refer to our FAQ's or contact the Customer Service Team on the Contact Us page.

**Package** - If one of the items in your package is faulty or not as described, we will be happy to offer you an exchange or refund for that particular product. However if you change your mind and wish to return a single item from the package, you will not be able to do so unless you return the whole package

## **Promotions**

**FLASH SALE:** Extra 20% off is valid on purchases made between date and local time specified, online only. Extra 20% off is valid on already reduced and buy one get one free items. Extra 20% off cannot be used in conjunction with any other promotional discount codes or for the purchase of gift vouchers, packages or charity bags. To redeem the offer online enter the promotional code displayed on the email at the checkout.

## **Product Reviews and Feedback**

Reviews of our products in no way represent the views of Magol Stores. Any suggested uses or benefits outside those recommended by the manufacturer are used at your own risk. Customer reviews are intended to share impartial advice and experiences.

### **Review must**

- Be written in English
- Include specific details about your experience with your product
- Include the star rating from 1-5 based on your experiences with the product
- Include your name

### **We will not post**

- Reviews that are deemed to be insufficient or too long
- Direct comparisons between Magol Stores and other named companies
- Profanities directed at Magol Stores, other companies or reviewers
- Reviews not relevant to the product
- Content that may be considered offensive, blasphemous or racist
- Content that is sexually explicit
- Reviews written by other companies
- Advertising material
- Personal information such as addresses, telephone numbers and URLs
- Reviews on price, customer service, delivery or availability

### **To submit a review you must**

- Have purchased a product online or in store
- Have received an invitation via email if ordered online
- Have a valid receipt if purchased in store
- Have used the product for its intended purpose

Magol Stores reserves the right to remove or refuse to post any customer review it considers inappropriate.

Magol Stores reserves the right to publish any submitted comments at their sole discretion, and shall be entitled to change, delete or use this content in any other areas of the business.

By submitting your email address you are giving Magol Stores permission to contact you regarding your product review. You can opt out of receiving promotional information at any time by following the unsubscribe link at the bottom of the promotional emails.

### **Live Chat**

Live Chat is monitored by Magol Stores for your safety. We may take necessary action to ensure your safety and the safety of our staff, including warning, blocking and where necessary reporting users who behave inappropriately.

Terms of use:

Lengthy messages or queries which require investigation may be referred to regular email, where you can expect a response within 24 hours.

Magol Stores will not tolerate abuse, comments of a sexually explicit, racist, demeaning or irrelevant nature.

When Live Chat is not manned you will be able to leave a message, one of our advisors will respond to you as quickly as possible.

By using our Live Chat service you agree to all terms, conditions, monitoring guidelines and notices contained or referenced elsewhere in the Magol Stores general Terms and Conditions. We reserve the right to update or review these Terms at our discretion. Your continued use of this service following any changes to the Terms and Conditions constitutes acceptance of those changes.

## **Acceptable Use**

You acknowledge that you are responsible for all communications sent via or to this website and agree your use of this website for private, proper and lawful purposes only.

You will not carry out any act or omission or procure any act or omission which would:

Damage, delay, interrupt or impair the use of this website or its software;

Cause any illegal, offensive, defamatory material to be placed on or associated with this website;

Be in breach of any copyright, trade mark, privacy, confidence, or any other third party right;  
or

Cause any inconvenience to Magol Stores, its employees, servants, agents, software and other suppliers or any other third party (including, without limitation, creating or procuring software viruses, chain letters, unsolicited communications and 'spam').

In the event that you breach any of these conditions, you will indemnify and keep indemnified Magol Stores, employees, servants, agents, professional advisors, suppliers and affiliates from time to time against all damages, losses, claims, costs, charges, awards, orders, judgments and other liabilities suffered or threatened as a result of a breach of these conditions.

## **Limitation of Liability**

We will not be liable for any loss of revenue, loss of profit, loss of contract, loss of business or any anticipated savings, loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this agreement.

We also have no liability of any sort (including for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

## **Indemnity**

You agree to indemnify and hold us and our affiliates and agents and our and their respective officers, directors and employees harmless from any claim or demand, including legal fees, made by any third party due to or arising out of your breach of this agreement or your violation of any law or rights of a third party.

Any copyright or other intellectual property in these web pages is owned by, or licensed to us. It is absolutely prohibited for you to reproduce all or any part of the contents of this website except in accordance with this agreement.

The following acts are forbidden under the limited license granted to you:

You may not incorporate any part of this website into any other work or publication, including incorporation into an electronic work without our prior written consent.

You may not frame this website within any website controlled by you.

### **Termination and Suspension**

We may immediately issue a warning, suspend or terminate your registration and deny your access to all or part of the website or refuse to provide our services to you without notice if:

You are in breach of any part of this agreement.

We cannot, for any reason, verify or authenticate any information you provide to us.

We believe that your actions may cause legal liability for us, you, or any other user.

### **Notices**

Any notice, which we are required to give to you regarding the services, may be sent by e-mail or first class-post to the address provided by you on registration (or as amended from time to time).

Notices sent by e-mail are deemed to be received 24 hours after an e-mail is sent, unless we receive a failure notice that the e-mail address is invalid. Registered mail and first class-post will be deemed received 3 days following the date of mailing.

### **General Terms**

This agreement sets forth the entire understanding and agreement between us.

We may amend this agreement at any time by posting an amended agreement on our website. Any amended agreement will govern new user registrations from the date that it is posted and existing users will be bound by the amended agreement after the expiry of 14 days following the date of posting.

Nothing in this agreement shall create or be construed to imply any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

You cannot assign this agreement but we may assign it at our sole discretion.

Our failure to act with respect to a breach by you or others shall not be considered as a waiver of our right to act with respect to subsequent or similar breaches.

Any person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy generally available to such a third party in law or otherwise.

### **Governing Law**

These terms of use are governed by and construed in accordance with English law and you agree that the English courts will have exclusive jurisdiction for any dispute under this agreement.

The laws of your country may be different from English law and there may be additional legal requirements for you to use our website or services. You must comply with all applicable local and international laws, statutes, ordinances and regulations regarding your use of our website and services.

We cannot monitor the laws of every country and it is your responsibility to ensure that your use of our website and services is legal.