

General Terms and Conditions



1. Scope

These General Terms and Conditions of Business apply to all orders and deliveries between zooplus SE, Sonnenstrasse 15, 80331 Munich, Germany, (hereinafter: zooplus) and its customers via the online shop www.zooplus.co.uk (<https://www.zooplus.co.uk/>).

2. Order process, enter into a contract, quantity limitation, commercial resale

1. Order process

zooplus offers its customers a comprehensive range for all matters concerning domestic pets. By clicking on the products or product descriptions, the customer navigates to the product details, e.g. details regarding the product design, size or flavour. The product is placed in the virtual shopping basket by entering the requested quantity and clicking on the shopping basket icon.

By clicking on the "shopping basket" button, displayed in the top right-hand corner of the online shop, the customer navigates to an overview page and at any time can check the goods in the virtual shopping basket and, where necessary, make changes.

If a customer does not wish to purchase additional goods, they can continue via the "To order/checkout" button. Registered customers can enter their user names and passwords here to automatically use their saved information for the order. Alternatively, the customer can register as a new customer and set up a customer account or continue the purchase without setting up a customer account. In such a case, the customer must enter their address and invoice information on the following page.

By further clicking on the "Continue" button, the customer reaches the penultimate order stage "Overview". The customer has access to an overview of the order here with details of the price (including the statutory VAT) and details of the delivery service and costs.

The order is entered into by clicking on the "Buy" button. This means a binding offer has been made.

zooplus does not charge any fees for the use of remote communication systems, but the customer may incur the usual costs associated with the use of these services towards third parties (e.g. mobile operator, internet provider).

2. Enter into a contract

a. The goods offered in the shop are sold exclusively to non-commercial individuals, i.e. only to consumers who conclude the legal transaction for purposes that can be attributed neither to their commercial nor to their independent professional activity. The offers appearing on our website www.zooplus.co.uk are therefore not aimed at Businesses. Businesses are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity.

b. The images of the range in the online shop are intended as an illustration and do not constitute binding offers for sale. By completing the order process by clicking on the "Buy" button the customer makes a binding offer to enter into a purchase contract. The customer thereupon receives an automated confirmation of receipt of order by email (order confirmation). This order confirmation does not constitute acceptance of the offer. The contract with zooplus is only concluded when zooplus sends the ordered product to the customer and the shipping to the customer is confirmed by email (shipping confirmation).

c. Notwithstanding 2.2.b., if the customer chooses to pay in advance, a contract is already concluded when zooplus sends the payment information. This payment information will be sent to the customer within 24 hours of submitting the order. The order confirmation does not constitute payment information. In the case of payment in advance, the invoice amount shall be due upon receipt of the payment information and shall be paid within 7 days of receipt by bank transfer to one of the accounts listed under 8.1.b . Receipt of the invoice amount on our account is decisive for compliance with the payment deadline. Should no payment be recorded on one of the accounts specified under 8.1.b. after 7 days, the customer's order will be automatically cancelled.

d. The contract language is English.

3. Contract text

The text of the contract will be stored by us until the order has been processed in full, after which it will be archived for storage in accordance with tax and commercial law. Upon receipt of the order by zooplus, the purchaser will receive a separate confirmation email from zooplus containing the essential contents of the contract, including the General Terms and Conditions valid at the time of the contract. If you lose your documents relating to your orders, please contact us. We will be happy to send you a copy of your order data.

4. Quantity limitation, maximum order value, commercial resale

The offered goods are sold in customary domestic quantities only, and only to persons of full age. The commercial resale of goods is not permitted. zooplus reserves the right not to accept contractual offers that appear to be made for the purpose of the commercial resale of goods.

3. Prices and shipping charges

All prices include statutory VAT and other price components, and are exclusive of any shipping costs.

Please see our [country information for the shipping costs](https://www.zooplus.co.uk/info/about/shippingcosts) (<https://www.zooplus.co.uk/info/about/shippingcosts>) for our delivery countries.

If you order products from zooplus for delivery outside the EU, you may be subject to import duties and taxes which will be levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you. We have no control over these charges. Customs regulations vary widely from country to country, so you should contact your local customs office for more information.

4. Delivery

Deliveries are only made within the United Kingdom.

Unless stated otherwise in the offer or product details, delivery takes place within 1 to 2 business days. The deadline for delivery begins on the day after the contract is concluded, except for payment in advance: Here the deadline begins on the day after the payment order has been issued. If the last day of the deadline falls on a Saturday, Sunday or a public holiday recognized by the state at the place of delivery, the deadline is automatically extended to the next working day. Information about delivery and shipping conditions is available [here](https://www.zooplus.co.uk/info/about/shippingcosts) (<https://www.zooplus.co.uk/info/about/shippingcosts>).

In the event that some of the ordered products are not in stock, zooplus shall be entitled to provide partial deliveries at its cost provided this is acceptable for the customer.

In the event that zooplus is unable to deliver the ordered product because zooplus itself is not supplied by its own suppliers, without culpability on the part of zooplus, zooplus may withdraw from the contract. In such a case, zooplus shall inform the customer without delay and propose a comparable product. If a comparable product is not available, or if the customer does not wish to have that product delivered, zooplus shall, without delay, reimburse payments made by the customer. Deliveries are free of customs duties within the EU. In the case of delivery in countries outside the EU customs duties, taxes and other levies that may apply shall be borne by the customer.

In the event that supplied products are damaged en route, the zooplus customer service is to be contacted, where possible, without delay. As a result, zooplus shall have the option of lodging a complaint with the carrier or transport insurer regarding the damage. If the customer fails to provide notification of transport damage, this shall not have any effect whatsoever on the customer's statutory guarantee rights.

In order to fulfil customer orders zooplus needs to pass on the customer email address and, if available, a contact phone number to the delivery company authorised to delivering the goods. This forms part of the contract with zooplus. The customer does not have the right to object. For further information please see our Data Protection page.

5. Retention of title

The goods shall remain the property of zooplus up until payment in full. Prior to the passing of ownership, pledging, ownership transfer by way of security, processing or redesigning are not permitted without approval by zooplus.

6. Right of withdrawal

Consumers have a statutory right of withdrawal when concluding a distance selling contract. zooplus provides the following information in accordance with the statutory model. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed. If customers have any further questions about cancellations, they can contact the zooplus [customer service](https://www.zooplus.co.uk/contact_us) (https://www.zooplus.co.uk/contact_us).

Instructions on withdrawal

The exercise of the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you, acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (zooplus SE, Customer Services Sonnenstrasse 15, 80331 Munich, Germany, telephone: 01865 951 301, service@zooplus.co.uk) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached [model withdrawal form](https://media.mediazs.com/bilder/1/WithdrawalzUK13072022_1.pdf) (https://media.mediazs.com/bilder/1/WithdrawalzUK13072022_1.pdf) but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods to

zooplus Returns
Carbon 207
Siskin Drive
Middlemarch Business Park Coventry
CV3 4FJ

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

We bear the costs of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of Information concerning the Right of withdrawal

Exclusion of the right of withdrawal

The right of withdrawal does not apply in the event of delivery of goods

- that are not pre-produced and an individual selection or determination by the consumer is authoritative for their manufacture or goods that are clearly geared towards the consumer's personal requirements; goods that may perish quickly or goods whose sell-by-date would quickly run out,
- that are not suitable for returns for reasons involving health protection or hygiene if their seal has been broken post-delivery,
- that were post-delivery inseparably mixed with other goods.

Model withdrawal form

Sample of the model withdrawal form

(Should you wish to cancel your contract with zooplus please complete this form and return to)

— To zooplus SE, Customer Service, Sonnenstrasse 15, 80331 Munich, Germany,
service@zooplus.co.uk

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*)

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper)

— Date

(*) Delete as appropriate.

7. Guarantee and liability

The statutory guarantee provisions apply.

Veterinary diet feed should only be used where recommended and by way of regular monitoring by the veterinarian. The veterinarian should be visited regularly (every 6 months) during the feeding for check-up examinations and without delay in the event of deterioration in the domestic pet's condition. zooplus is not liable for the consequences of inappropriate use of veterinary diet feed or use that is unnecessary.

Medicines should only be used as recommended and under regular supervision by the family veterinarian. The family veterinarian should be consulted regularly during use for check-ups and immediately if the pet's health deteriorates. zooplus accepts no liability for the consequences of improper or medically undeclared use of medicines.

8. Payment methods, vouchers, default interest & other default damages, invoices

1. Payment methods

In principle, we offer you a choice of the following payment options: a. Payment by credit card, b. Payment in advance, c. Payment via PayPal, d. Payment via ApplePay. We reserve the right for each order, in individual cases or depending on the delivery method selected by the customer, not to offer certain payment methods or to accept only certain payment methods and to refer to other payment methods. Payment by sending cash or cheques is not possible and zooplus is not liable for loss.

a. Payment by credit card

If payment is made by credit card, the amount will be debited within one week after the goods have been dispatched (we accept MasterCard, Visa, Diners Club and American Express).

b. Payment in advance

If the customer wishes to pay in advance, the invoice amount is to be transferred to one of the accounts mentioned below or in our service mails within 7 days after receipt of the payment information. The goods will only be dispatched after receipt of payment. If you do not transfer the payment in full within seven days of receipt of this payment information, we will cancel your order. You can find further information on the subject of advance payment in our help.

Our bank details:

zooplus SE

Commerzbank AG, London

IBAN: GB32 COBA 4062 0130 1695 30

SWIFT: COBAGB2X

c. Payment via PayPal

You pay directly via your PayPal account. After submitting your order, you will be redirected to PayPal and authorize the order value there. As soon as our PayPal account has been informed about your authorization, the shipment will take place - depending on the delivery time indicated for the item. Your PayPal account will be debited with the actual invoice amount after deduction of any discounts, gift vouchers etc. immediately after authorization.

d. Payment via ApplePay

Apple Pay is available as a payment method for iOS devices in our app and mobile webshop. You can select this payment method in the checkout area. It is accessible via Safari and you can pay with a linked payment card. You pay directly via your Apple account. After submitting your order, you will be redirected to Apple to authorize payment of the order value. Once we are notified of your authorization, shipping will begin - depending on the shipping time indicated on the product. Depending on the payment method deposited with Apple Pay, the actual invoice amount minus any discounts, vouchers etc. will be debited immediately after shipping.

2. Vouchers

When redeeming promotional vouchers, the specifically applicable redemption conditions must be observed. The relevant information can be found on the vouchers.

3. Default interest and other default damages

If the customer is in default of payment, the purchase price shall be subject to interest at the statutory default interest rate during the period of default. zooplus reserves the right to claim higher damages for default against proof.

4. Invoices

zooplus has the right to invoice the customer electronically. Electronic invoices will be sent to the customer via e-mail in PDF format. The invoiced sales tax does not entitle the customer to an input tax deduction.

9. Data protection

zooplus takes the protection of its customers' data very seriously. The zooplus data protection declaration can be viewed [here \(https://www.zooplus.co.uk/content/privacy\)](https://www.zooplus.co.uk/content/privacy).

10. Marketing & Customer communication

If the customer enters into a contract for the purchase of a product or service with zooplus and provides his/her email address, zooplus may use this email address for direct advertising of similar goods or services.

The customer has the right to object to the use of the email address for this purpose at any time without incurring any costs other than the transmission costs according to the base rates. Each email contains an unsubscribe link for this purpose. Alternatively, the objection can be declared at any time by email to service@zooplus.co.uk.

11. Identity of the contracting partner

zooplus SE
Sonnenstrasse 15, 80331 Munich, Germany
represented by the Management Board:
Geoffroy Lefebvre
Andreas Maueröder

Chairman of the Supervisory Board:
Stefan Goetz

Tel: 01865 951 301 (Monday to Friday: 8am - 5pm; Saturday: 8am - 2pm)
Email: service@zooplus.co.uk

Munich Local Court ("Amtsgericht"), HRB 273759
VAT ID No. DE 200 164 421

12. zooplus Repeat

1. General

zooplus Repeat (hereinafter: subscription) allows registered customers to set up regular, automated orders for subscription-eligible items to be delivered at pre-determined intervals, without the need for manual repeat orders. All short-term or temporary promotional items are excluded from the subscription.

Subscription-eligible items that are part of a confirmed or completed order can be converted into zooplus Repeat in your "my zooplus" customer account under "My orders".

Each automated subscription order constitutes a binding offer to zooplus to conclude a sales contract. The contract with zooplus is only concluded when zooplus ships the ordered item to the customer and confirms dispatch to the customer with a further email (dispatch confirmation) within five working days of receipt the automated order. Should the customer not receive confirmation of dispatch within the aforementioned period, a contract with zooplus does not come into effect.

Before an automated order is processed, zooplus will send the customer a reminder email which allows the customer to cancel or change the order.

2. Subscription Discount

zooplus offers a subscription discount on the current standard price of specific items. Information about the discount levels and items are eligible for subscription can be found on the zooplus Repeat FAQ page. The subscription discount applied is the level of discount valid for subscription products at the time the order is processed. Certain subscription and product details (including price, discount and availability) may change over time. Each subscription order is subject to the subscription and product details that currently apply. zooplus therefore reserves the right to alter the subscription discount at any time. The subscription discount cannot be combined with other discounts.

3. Availability of Goods

Should a particular item in your subscription order be out of stock on the scheduled delivery date, the order for this item will be automatically cancelled.

4. Duration, Changes and Termination of Subscription

The subscription has no minimum term. The delivery intervals can be freely selected in weeks but must be a minimum of three (3) and a maximum of twelve (12) weeks. Changes, pausing and cancellation of the subscription are possible at any time in the customer account under "zooplus Repeat". zooplus may change these Terms & Conditions for zooplus Repeat at any time by publishing the changed Terms & Conditions on the zooplus.co.uk website and by notifying the customer in advance in the event of any significant changes. By continuing participation in the zooplus Repeat subscription service, the customer agrees to these changes. If the customer does not agree to any changes in these Terms & Conditions, the customer must cancel the subscription. More information on how to cancel a subscription can be found [here](https://www.zooplus.co.uk/info/about/subscription#2V0u4qK389wXkKymOuuhN3-panel-11) (<https://www.zooplus.co.uk/info/about/subscription#2V0u4qK389wXkKymOuuhN3-panel-11>). zooplus is entitled to cancel a subscription in writing at any time without stating a reason for doing so.

5. Payment Methods

Items ordered as part of the subscription service can only be paid for by debit/credit card or PayPal. The prerequisite for payment by direct debit, credit card and PayPal is that the data in the customer account are up-to-date and complete.

6. Miscellaneous

Should any provision in these Terms & Conditions as stated in the current valid version, found to be void, invalid, or for any reason unenforceable, the validity and enforceability of the remaining Terms & Conditions and provisions shall not be affected thereby.

13. zooPoints – zooplus bonus programme

When registering as a customer and opening a "my zooplus" account, as well as with the first order, the customer will automatically be invited to participate in the free zooplus Loyalty Programme and collect zooPoints. The zooplus Loyalty Programme Terms & Conditions can be found [here](https://www.zooplus.co.uk/bonuspoints/terms/) (<https://www.zooplus.co.uk/bonuspoints/terms/>).

zooplus will use the email address specified in the "my zooplus" account to inform the customer on the status of their zooPoints. The customer has the right to revoke the use of this email address at anytime without incurring any other costs except the transmission cost at basic rates.

14. Online Dispute Resolution

The European Commission's official website for Online Dispute Resolution is available under [//www.ec.europa.eu/consumers/odr](https://www.ec.europa.eu/consumers/odr) (<https://ec.europa.eu/consumers/odr/main/>). zooplus is neither obliged nor willing to participate in a dispute resolution scheme.

15. Final provision

Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity or enforceability of the other provisions of these Terms and Conditions shall not be affected thereby. German law applies by way of exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of the aforementioned applicable law only applies insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence at the time of his order is not withdrawn.

16. Printed version of the General Terms and Conditions of Business

To view a printer-friendly version of these General Terms and Conditions of Business, click on the printer icon at the top of the page, in the upper right corner. Alternatively, to save a copy to your device, you can click on the PDF icon.

To open our terms and conditions as a PDF file you need Adobe Reader, which you can download free of charge [here \(https://get.adobe.com/reader/\)](https://get.adobe.com/reader/).

Status of these General Terms and Conditions of Business: 22.11.2023