

DONALD ANTHONY's ("we" "us") website(s) (our "Site" or "Sites") and related services are made available to you in accordance with the following Terms of Use & Service and any other rules posted on our Sites (collectively, the "TOS"). Please read the TOS carefully before placing any orders on [www.donald-anthony.com](http://www.donald-anthony.com). We recommend you should keep a copy of the TOS for future reference. DONALD ANTHONY is a trading name of The DONALD ANTHONY.

If you have any comments about DONALD ANTHONY, you can email us at [customerrelations@donaldanthony.com](mailto:customerrelations@donaldanthony.com)

In particular, we wish to draw your attention to our policies relating to the terms of purchase within the TOS and our [Privacy Policy](#). If you are under 16 you must let your parent or guardian know about DONALD ANTHONY Privacy Policy before you register to use this Site or any of this Site's services. We reserve the right to only accept orders from those over 18 however.

We may modify the TOS from time to time. Please read the TOS and check back often. If you do not agree to any change to the TOS then you must immediately stop using the Site. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

## REGISTRATION

To use some of the services or features made available to you on this Site you will need to register. When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at the following e-mail address [customerrelations@donaldanthony.com](mailto:customerrelations@donaldanthony.com). We may also change registration requirements from time to time.

The account password you provide should be unique and kept secure, and you must notify DONALD ANTHONY immediately of any breach of security or unauthorised use of your account.

Please refer to our [Privacy Policy](#) for information about how we use your data.

## ELIGIBILITY TO PURCHASE

In order to make purchases on the Site you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the DONALD ANTHONY terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to DONALD ANTHONY, whose applications are acceptable to DONALD ANTHONY and who have authorised DONALD ANTHONY to process a charge or charges on their credit/debit card in the amount of the total purchase price for the merchandise which they purchase. DONALD ANTHONY reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

By making an offer to purchase merchandise you expressly authorise us to perform credit checks and where DONALD ANTHONY feels necessary, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your credit/debit card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorisation and to authorise individual purchase transactions.

**Furthermore, you agree that we may use Personal information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.**

Please refer to our [Privacy Policy](#) for further information about how we use your data.

## ORDERS

All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers.

DONALD ANTHONY offers products for sale that are in stock and available for dispatch from our distribution center. Occasionally however, we may be waiting for shipments from our designer suppliers. Consequently you may from time to time be given the possibility of making an Advance Payment for certain

items in which case you are able to make an Advance Purchase. This will ensure that you receive this item in priority once designer stock has been delivered to DONALD ANTHONY. DONALD ANTHONY will only take Advance Purchase orders for stock that has been scheduled for delivery by a designer supplier. Your rights regarding Advance Purchase are the same as those for any other purchase at DONALD ANTHONY. Alternatively, you may simply choose to register your email address for notification of arrival of the selected merchandise not held in stock.

Items received into stock may be pre-allocated to satisfy Advance Payment orders and customers making Advance Payments will receive items in priority to customers on the Waiting List or customers ordering through the Site for immediate delivery. Please be aware that we may be unable to deliver selected Advance Payment merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email and refund the Advance Payment to your credit/debit card within thirty days of being advised that merchandise has become unavailable.

If you have registered your email address for notification of the arrival of a specific product featured on our Site, we will attempt to notify you by email within 48 hours of the product becoming available on the Site. Please be aware that on occasion certain products that are in particularly high demand will sell out during this period.

DONALD ANTHONY will store a record of your transactions for a minimum of one year.

## PRICING POLICY

Prices shown on the Site are in GBP or Euros and are inclusive of VAT at the applicable rate unless you have selected an alternative country where VAT is not chargeable, as indicated in the top left hand corner of the Site.

All prices and offers remain valid as advertised from time to time. The GBP or Euros price of a product displayed on the Site at the time the order is accepted will be honoured, except in cases of patent error. Product prices are set at the beginning of each season using existing currency exchange rates. These prices are subject to change if the applicable currency exchange rate changes before your order is accepted or the items are subject to markdowns at any time during the selling period.

Customers purchasing from a country served as DDP will incur relevant import duty and tax. These costs are included in the final purchase price. Customers purchasing from a country served as DDU will be charged for the items purchased and shipping costs only. Import duty or tax costs will be invoiced to you directly from DHL or an import broker appointed by you. We recommend you contact your local customs authority to determine a landed cost price prior to purchase completion.

If you are a customer whose credit/debit card is not denominated in Sterling or Euros, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

## SALE PRICE ADJUSTMENT POLICY

DONALD ANTHONY is happy to offer a Sale Price Adjustment on items purchased up to 7 days prior to the commencement date of a sale. Please be aware that the exact style and size of an item must be available for purchase at the time your request is made before any adjustment in the sale price can be approved. All approved Sale Price Adjustments will be credited to your DONALD ANTHONY account in the form of a store credit which will be valid for 12 months.

We are unable to offer price adjustment on items originally purchased in a sale or on any special promotion items that are temporarily reduced in price. Once an item has been purchased at a discounted sale price, no price adjustment will be offered should the item be further marked-down.

## ACCEPTANCE OF YOUR ORDER

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order and completion of the contract between you and DONALD ANTHONY will be completed when we email you to confirm the goods have been dispatched. The sale contract is therefore concluded in London, England and the language of the contract is English. Neither our third party payment processor nor our nominated courier has the authority to accept an order on behalf of DONALD ANTHONY.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorisation for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the TOS.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Whilst every effort is made to make sure details on our website are accurate, we may from time to time discover an error in the pricing of products. If we discover an error in the pricing of a product in your order, we will let you know as soon as possible. We shall be under no obligation to accept or fulfil an order for a product that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit. If you order a product that is priced incorrectly for any reason, we will email or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you have already paid for the goods, we shall refund the full amount as soon as we are able. In the event that products are recalled in transit, we will process your refund once the products have been returned to us.

## PAYMENT

Payment can be made by Visa, MasterCard, American Express, Maestro and JCB cards, and any other methods which may be clearly advertised on the Site from time to time. You can also choose to pay with PayPal. When selecting this option at checkout, you will be directed to the PayPal site to 'Log In' and review the amount shown before clicking 'Pay Now'. Once this transaction is complete, you will then return to DONALD ANTHONY. Payment will be debited and cleared from your account upon dispatch of your order by DONALD ANTHONY. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to DONALD ANTHONY, we will not be liable for any delay or non-delivery.

We take reasonable care to make our Site secure. All credit/debit card transactions on this site are processed using Datacash, a secure online payment gateway that encrypts your card details in a secure host environment. If you are a registered DONALD ANTHONY user, we will securely store your credit/debit card details on our systems. These details will be fully encrypted and only used to process card transactions which you have initiated.

To help ensure that your shopping experience is safe, simple, and secure, DONALD ANTHONY uses Secure Socket Layer (SSL) technology. Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Site.

## GIFT CARDS

DONALD ANTHONY Boxed and Virtual Gift Cards are sold subject to the following terms and conditions:

1. Gift Cards are valid for 12 months from date of purchase.
2. Gift Cards can be redeemed against all products on the [www.donald-anthony.com](http://www.donald-anthony.com) INTL site.
3. Gift Cards are non transferable and may not be returned or redeemed for cash.
4. If your order total is less than the value of the Gift Card, the remaining balance will be credited to your account and will be redeemed against subsequent orders. You may check your Gift Card balance online via your My Account page.
5. If your order exceeds the value of the Gift Card and you have existing store credit on your account, this will automatically be redeemed to cover the remaining balance. All remaining balances exceeding the value of your gift credit or store credit must be paid by credit or debit card.
6. If you return products you have purchased using a Gift Card, the remaining balance will be credited to your account as store credit and will be redeemed against subsequent orders. You may check your Store Credit balance online via your My Account page.

7. Virtual Gift Cards will be e-mailed to the recipient once the full order has been processed and payment has been taken. A copy will also be sent to the sender as confirmation of dispatch.
8. DONALD ANTHONY is not liable for delivery of a Virtual Gift Card to an incorrect or non-existent email address. This is the sole responsibility of the purchaser.
9. DONALD ANTHONY is not responsible if a Gift Card is lost, stolen, destroyed or used without permission.
10. DONALD ANTHONY reserves the right to cancel a Gift Card if we deem such action necessary.
11. Promotion codes cannot be applied to the purchase of Gift Cards with the exception of free shipping codes which can be applied to Boxed Gift Cards orders.
12. Sales tax and shipping is applicable on any products purchased with a DONALD ANTHONY Gift Card.
13. Shipping is applicable on Boxed Gift Cards.

## INSURANCE AND DELIVERY

DONALD ANTHONY insures each purchase during the time it is in transit until it is delivered to your specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfilment by DONALD ANTHONY, and transfer of responsibility in the same way. Please note that we aim to dispatch all orders within 24 hours, or 48 hours during sale periods. Estimated delivery times are to be used as a guide only and commence from the date of dispatch. DONALD ANTHONY is not responsible for any delays caused by destination customs clearance processes.

## RETURNS AND EXCHANGES

### **CANCELLING YOUR ORDER UNDER THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

If you are based in the EU under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (ICACRs), you have the right to cancel your order with us provided you give us written notice.

#### **Right to Cancel under the ICACRs**

You have the right to cancel your order within 14 days without giving any reason.

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

To exercise the right to cancel, you must inform us by letter to: Notice of Contract Cancellation, by email to: [customerrelations@donaldanthony.com](mailto:customerrelations@donaldanthony.com).

For orders cancelled under the ICACRs, we will issue you with a full refund including the shipping cost paid by you. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make reimbursement without undue delay, and not later than:

- (i) 14 days after the day we receive back from you any of the goods supplied; or
- (ii) (if earlier) 14 days after the day you provide us with evidence that the good have been returned; or
- (iii) if no goods were supplied, 14 days after the day on which we are informed about your cancellation.

We will make 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 the reimbursement.

In the event that we have sent goods to you and you have cancelled your order, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods back, whichever is the earliest. [If we do not receive the cancelled order back, we may arrange to have it collected from you at your cost.]

You shall return cancelled orders to the return address without undue delay and in any event not later than 14 days from day on which you communicate your cancellation of the contract to us. The deadline is met if you send the goods before the period of 14 days has expired.

You will have to bear the cost 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.

Please note you may only use your right to cancel the order under the ICASRs if you give us formal written notice of cancellation any time after your order has been placed, up until 14 calendar days from the day after you receive your order, by email as described above.

Our FREE COLLECTIONS SERVICE (see below) is not available for orders cancelled under the ICACRs.

## OUR POLICY

Items should be returned unused and with all DONALD ANTHONY and designer garment tags still attached. Returns that are damaged or soiled may not be accepted and may be sent back to the customer and/or a refund refused.

Where provided, belts and any designer packaging such as authenticity cards, dust bags, and leather tags should be included with your return.

Please email [customerrelations@donaldanthony.com](mailto:customerrelations@donaldanthony.com) if any of your purchases have been delivered without DONALD ANTHONY tags.

All items returned should have a Return Merchandise Authorisation (RMA) number to allow easy identification and prompt processing. Unidentified returns may be returned to the sender.

### **Shoes**

All shoes should be tried on a carpeted surface before wear.

### **Underwear & Swimwear**

Boxers, briefs, and swimwear should be tried on over underwear. Returns may not be accepted if items are soiled, and may be sent back to the customer.

### **Faulty goods**

Goods are faulty if they are received damaged or where a manufacturing fault occurs within six months of purchase. Items that are damaged as a result of normal wear and tear are not considered to be faulty.

If you would like to exchange a faulty item instead of obtaining a refund, please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund.

### **Colours**

We have made every effort to display as accurately as possible the colours of our products that appear on DONALD ANTHONY. However, as computer monitors vary, we cannot guarantee that your monitor's display of any colour will be completely accurate.

### **REPEATED RETURNS**

We offer a flexible returns policy to make your online shopping experience even easier. However, we do monitor the number of returns made and may refuse to accept orders at our discretion if goods are returned repeatedly.

## INTELLECTUAL PROPERTY RIGHTS

Your use of the Site and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including DONALD ANTHONY Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorised by DONALD ANTHONY and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

## CONTENT

In addition to the Intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on this Site. DONALD ANTHONY tries to ensure that the information on this site is accurate and complete. DONALD ANTHONY does not promise that DONALD ANTHONY Content is accurate or error-free. DONALD ANTHONY does not promise that the functional aspects of the Site or DONALD ANTHONY Content will be error free or that this Site, DONALD ANTHONY Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

The personal opinions of the designers and labels whose products we sell, or any third parties with whom we are associated are their own and do not necessarily reflect the views of DONALD ANTHONY and we accept no responsibility for any such views expressed in any media.

## NO COMMERCIAL USE

This Site is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, data mine or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

## YOUR ACTIVITY

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis.

## THIRD PARTY

We may include hyperlinks on this Site to other websites or resources operated by parties other than DONALD ANTHONY, including advertisers. DONALD ANTHONY has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

## YOUR RIGHTS

You have certain rights under the law. In England these include:

- That any products you order through this Site will be of satisfactory quality, fit for their intended purpose, and will conform to any description given on this Site;
- Certain remedies if a product is defective; and
- A right to cancel any order for a product within 14 days after the date of receipt of the product, and receive a full refund even if it is not defective (see Cancelling your order above).

Nothing in the TOS is intended to affect these rights. For more information about your rights contact your local Citizens Advice Bureau or Trading Standards Bureau.

## LIMITS ON OUR LIABILITY

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

Nothing in the TOS is intended to affect your rights under the law (see "Your Rights" above).

If DONALD ANTHONY breaches the TOS we shall only be liable for losses which are direct losses and a reasonably foreseeable consequence of such a breach. Losses are foreseeable where, for example, they could be contemplated by you and DONALD ANTHONY at the time of you placing your order, and DONALD ANTHONY dispatching your order. We shall only be liable for losses up to 150% of the total value of goods purchased.

We are not responsible for losses not caused by our breach or negligence, indirect losses which are a side effect of the main loss or damage **and** which are not reasonably foreseeable by you and us (for example, loss of profits or loss of opportunity).

We are also not responsible for failure to meet any of our obligations under the TOS where such failure is due to events beyond our reasonable control.

## COMPENSATION

At our request, you agree to compensate us fully, defend us, and hold us DONALD ANTHONY harmless immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the TOS by you, including the use by any other persons accessing this Site using your Internet account caused by your action or inaction.

## **OUR RELATIONSHIP**

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and DONALD ANTHONY as a result of the TOS or your use of this Site. You agree that you may not and will not hold yourself out as a representative, agent, or employee of DONALD ANTHONY, and we shall not be liable for any representation, act, or omission on your part.

## **NO WAIVER**

If you breach the TOS and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the TOS.

## **GOVERNING LAW**

The TOS together with all our policies and procedures will be governed by and construed in accordance to the relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusive jurisdiction.