

## **Pelican Stagewear Terms & Conditions of Sale**

**Pelican Stagewear** online business is a subsidiary company owned by **Mansworld UK**

Registered office: Mansworld UK, 1<sup>st</sup> Floor, 415 High Street, London E15 4QZ, UK.

email: [mansworldukltd@yahoo.co.uk](mailto:mansworldukltd@yahoo.co.uk) or [pelicanstagewear@yahoo.com](mailto:pelicanstagewear@yahoo.com)

**Pelican Stagewear** online business is the trading name of **Mansworld UK**

**Pelican Stagewear Websites:** [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.stagewear.org](http://www.stagewear.org)

These are the terms on which Pelican Stagewear Sells its stagewear merchandise/products/accessories. Online

[www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.stagewear.org](http://www.stagewear.org)

email: [mansworldukltd@yahoo.co.uk](mailto:mansworldukltd@yahoo.co.uk) or [pelicanstagewear@yahoo.com](mailto:pelicanstagewear@yahoo.com)

They do not affect your statutory rights. They are designed to set out the Pelican Stagewear online business of Mansworld UK and your rights.

### **1. General Terms & Conditions of Sale**

1. in these Terms and Conditions (hereinafter collectively referred to as 'conditions'):

1.1 'Contract' means any contracts made between the Pelican Stagewear online business of Mansworld UK and you the customer for the sale and purchase of stagewear merchandise, products & accessories from its website.

1.2 Pelican Stagewear 'website' means online [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.stagewear.org](http://www.stagewear.org) variations to the name of the aforesaid domain name of Mansworld UK.

1.3 'order' means the stagewear merchandise, products & accessories which you as the customer have selected to purchase from the Pelican Stagewear website, by email or over the telephone.

1.4 'Parties' mean the Pelican Stagewear online business of Mansworld UK and you the customer.

1.5 'Stagewear merchandise, products & accessories' means clothes, any product, article and/or item which Pelican Stagewear sells on its website.

1.6 in these conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.7 in these conditions, references to the masculine include the feminine and the neuter and to the singular includes the plural and vice versa as the context admits or requires.

1.8 in these conditions headings will not affect the construction of these conditions.

1.9 You agree that e-mail, Telephone Calls, Text/SMS/WhatsApp/Facebook messages can be used as a long-distance means of communication.

### **2. Terms of Acceptance**

2. When placing the order, you must accept our General Terms and Conditions of Sale. By submitting an order form to and making a contract with Pelican Stagewear, you unconditionally accept and undertake to observe the provisions of these General Terms and Conditions of Sale. Should you not agree with certain provisions of these General Terms and Conditions of Sale, please do not submit your order form for the purchase of products on Pelican Stagewear websites.

2.1 To place an order for the purchase of one or more products on Pelican Stagewear websites, please click the Order Form link on our website, and complete the order form with your details; name address, email id, contact number, style number, size and number of quantity of items require and submit the order form electronically for us to process your order. The electronic order form received will be filed in our database for the time required to process your order and as provided by law.

2.2 You the customer may also place the order by e-mail, Telephone Calls, Text/SMS or WhatsApp.

2.3 When placing the order check the merchandise price and carriage/shipping charges.

2.4 For UK customers prices quoted for all merchandise on our websites exclude delivery charges.

2.5 For International customers there is a custom or import duty to be paid on delivery.

2.6 To ensure we provide our customers with the correct size and perfect fitting merchandise, we suggest to our customers to check your size is correct with our size chart displayed on our website, contact us for any clarification on the sizes.

2.7 International Customers; there are differences in sizes between the UK and international countries; Europe, the US, Canada, Australia, Asia, the Middle East, etc etc, to ensure we provide our customers with the perfect fitting merchandise, please take the measurements of your neck/chest size and match them to our size chart displayed on our website or contact us for any clarification on the sizes.

2.8 We do not take payment online or over the telephone when placing the order, this is to ensure the merchandise on order is available in stock.

2.9 Upon receiving the customer's order, we will email, text or telephone to advise the availability of the item in stock and payment is made after confirming the order.

2.10 When the order has been confirmed we will advise you the customer of the mode of payment available to you. We accept all major international credit & debit cards via PayPal, UK Bank Transfer or International Bank Transfer.

2.11 Order will be dispatched/shipped within one to two days of receiving the full payments, invoice will be enclosed with the order

2.12 Merchandise prices are subject to change and will be quoted on our site from time to time.

2.13 We will inform the customer by e-mail, Telephone Calls, Text/SMS or WhatsApp if we cannot fulfil the order because it is not available in stock or the item has been discontinued.

2.14 All merchandise sold by Pelican Stagewear comes with an identification tag attached to a disposable seal. When trying on the products the customer should not remove or alter the tag or seal from the purchased merchandise should you wish to return the goods

2.15 Important information regarding the colour(s) of product images shown on Pelican Stagewear Websites; We will ensure the main characteristics of merchandise and the image shown on the Pelican Stagewear website on each collection page as described is correct on the point of sale.

2.16 The merchandise offered for sale may not exactly correspond to the real garments in terms of image and colours due to the Internet browser or monitor used. Actual colours may vary. This is because every computer monitor, laptop, tablet and phone screen has a different capability to display colours and that everyone sees these colours differently. We try to edit our photos to show all of our products as life-like as possible, the actual image colour may vary slightly from your monitor

2.17 Pelican Stagewear tries to ensure that all merchandise descriptions, sizes, colours and prices displayed on the website are accurate on point of sale. However, sometimes human or typing errors may occur, if there is a mistake on our part in descriptions, sizes, colours and the prices of the particular merchandise displayed on Pelican Stagewear that you the customer have ordered, Pelican Stagewear will contact you We will notify you the customer by e-mail, Telephone Calls, Text/SMS or WhatsApp to clarify the particular error has been noticed before processing you the customer's order.

2.18 Pelican Stagewear have no obligation to proceed with the customer's order if the merchandise is the incorrect price has been displayed on the website. We will notify the customers via e-mail, Telephone Calls, Text/SMS or WhatsApp of the price error and the correct price. If you the customer have already confirmed and paid for the order and do not wish to proceed with the order due to price differences, we will refund the full amount to your account.

2.19 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to any contracts.

2.20 Subject to any relevant laws and regulations, you the customer agree that these conditions shall be the exclusive basis on which any contracts made between Pelican Stagewear and you the customer are transacted and processed unless otherwise agreed in writing by an authorised representative of the Pelican Stagewear.

### **3. Invoice, Price, Payment, Refund, Information and Security**

3. Pelican Stagewear sales invoice/purchase invoice/credit note will be issued by its trading company Mansworld UK or Pelican Stagewear. invoices payments transactions are made to its trading company Mansworld UK bank account. Pelican Stagewear's website accepts the following modes of payment; UK bank transfer, international bank transfer and all major international Credit/Debit Cards via PayPal offering you the highest level of encryption or security possible.

3.1 The price of the ordered products shall be as set out on the website excluding those registered with our trading company Mansworld UK. Unless otherwise agreed by the Pelican Stagewear, all payments made will be in GBP pounds sterling.

3.2 Where orders are made through the website, you the customer will be invoiced from our trading company 'Mansworld UK', and the mode of payments we accept: all major international credit/debit cards via PayPal, bank transfer or international bank transfer. In case of payment by credit/debit card, all details (for example, card number or expiration date) will be sent by encrypted protocol to PayPal or other banks which provide remote electronic payment services, without third parties having any access thereto whatsoever. Such details will not be used by Pelican

Stagewear and its trading company Mansworld UK except for performing the procedure relevant to your purchase or issuing refunds in the case of returns in compliance with the exercise of your return right or for reporting cases of fraud to the police.

3.3 No payment for the products shall be deemed to have been received until Pelican Stagewear/Mansworld UK has received cleared funds.

3.4 You the customer undertake that when confirming the order, all details you provide to Pelican Stagewear to process the purchase of your order are correct, that the bank transfer PayPal or credit or debit card you are using is your own, and that there are sufficient funds to cover the cost of the order in place. Order will only be released till full payments have been received and cleared into our account.

3.5 Pelican Stagewear and its trading company Mansworld UK will not store details if you're the customer's Credit/Debit card details in our system. All Credit/Debit card payment transactions will be via a secure PayPal payment-processing provider that processes them. The customer's credit card details will be deleted immediately upon completing the payment transactions.

3.6 Any refund due to you the customer will be processed within seven working days. A refund will be made to the same customer's account of the original payment made. We do not transfer money to third parties' payment accounts.

#### **4. Washing Instructions, Ironing, & Dry Cleaning**

4. To maintain the quality and long-lasting of the stage garments, they need some special care to keep them looking their best. Due to the delicate nature of the stage garments embellishments/trims extra care should be taken during wear. Please follow the washing instructions to avoid damaging the garments.

4.1 Shirts & Tops: - Button or zip the garment completely. Turn the garment inside out so that the pattern, print, sequins, beaded & ornaments are protected. Hand wash only, use cold water and a detergent. Do not scrub vigorously or wring the garment tightly. After washing, it can be hung to dry.

4.2 Never put patterns, prints, sequins, beaded & ornamental garments in the dryer this could damage or melt.

4.3 Please use a warm iron on a low setting to prevent crushing or flattening the design, always iron on the wrong side (inside) of the fabric. Use a press cloth or unprinted woven cotton towel between the iron and the fabric.

4.4 Suits & Jackets; Dry clean only.

4.5 Avoid: - Please avoid using bleach, hot water, washing machine, tumble dryer & hot iron, as this will only spoil or damage the fabric, design, pattern, print, sequins, beaded & or ornaments on the garment.

4.6 Stage clothing is unique by producing a good quality fabric with special distinctive designs. We advise you to handle the garments with extra care during washing, ironing or dry cleaning to avoid damage to the delicate embroidery, print, sequence, ornaments etc.

4.7 Unfortunately, we do not refund nor exchange if the following instructions are not followed.

#### **5. Delivery / Shipment**

5. Pelican Stagewear aims to arrange shipment of all confirmed orders within one to two days of receiving the full payments. All UK orders will be dispatched by Royal Mail or reputable courier companies estimated delivery time is one to three working days. All international orders will be shipped with Royal Mail International or reputable courier companies.

5.1 Our Post packing/shipping tariffs for the UK and internationally are priced according to weight & size, Carriage/shipping tariff will be advised when placing your order. Carriage/Shipping tariffs are charged with your order on your invoice.

5.2 Estimate delivery time to the UK mainland is one to two working days, in European countries is three to six working days and for international countries estimated shipping time is seven to nine working days.

5.3 Unless a longer delivery date is agreed upon between both parties if Pelican Stagewear fails to dispatch any order merchandise within 30 days of acceptance of your order and on receiving the full payments, Pelican Stagewear and its trading company Mansworld UK will refund full payment to your original payment of the account in respect of such merchandise.

5.4 Pelican Stagewear is not responsible for any customer's order of the merchandise being lost during the transit delivery/shipping to the UK or internationally to any PO Box address.

5.5 you the customer agree that the risk of loss or damage of products passes to you upon delivery of the products or on the date of the first attempted delivery by Pelican Stagewear.

5.6 If the customer delivery address is outside the United Kingdom, you the customer may be subject to import/customs duties and taxes, which are levied once a shipment reaches your country. Any such additional charges for customs clearance must be borne by you the customer. You the customer should note that customs policies vary widely from country to country; Pelican Stagewear advises each of its customers to contact their local customs office for further information before placing the order.

5.7 please note that when shipping products internationally, the package you the customer may receive may be opened and resealed by the customs office. You the customer should be aware that cross-border shipments are subject to opening and inspection by customs authorities which is beyond our control.

## **6. Loss and Damage**

6. Pelican Stagewear warrants that, at the time of delivery, the merchandise on order will, subject as hereinafter provided, correspond with the description on the Pelican Stagewear website (as the case may be), will be free from defects in materials and workmanship and will be of satisfactory of top quality (within the meaning of the sale and supply of goods act 1994). All other warranties are excluded to the fullest extent permitted by law.

6.1 Any claim by you the customer regarding the merchandise on order has failed to correspond with the description on the website or that they are defective or not of satisfactory quality, you the customer must notify Pelican Stagewear by email at [pelicanstagewear@yahoo.com](mailto:pelicanstagewear@yahoo.com) or by letter within twenty fours of receiving the delivery for full refunds or exchange. However, if you the customer failed to notify Pelican Stagewear by email within the agreed specific period of faulty merchandise then Pelican Stagewear will refuse the customer's request for full refunds but will agree to replace the merchandise in question free of charge or the value of the similar merchandise listed on the website.

## **7. Limitation of Liability**

7. Pelican Stagewear does not exclude liability in the case of death or personal injury caused by Pelican Stagewear's negligence or fraud.

7.1 Pelican Stagewear will use its reasonable endeavours to pass on any manufacturer's warranty to you the customer (where applicable).

7.2 Pelican Stagewear shall not be liable for any merchandise fault or defect in respect of:

7.3.1 Such fault or defect arose as a result of the purchase.

7.3.2 Such fault or defect was the result of unauthorised modification of the products without the written consent of Pelican Stagewear.

7.4 subject to paragraph 6.1, to the fullest extent permitted by law, Pelican Stagewear's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these conditions shall be limited to:

7.4.1 In respect of matters for which Pelican Stagewear does not carry insurance, the price of the products.

7.4.2 in respect of matters for which Pelican Stagewear carries insurance, the insured value.

7.5 subject to paragraph 6.1, to the fullest extent permitted by law, Pelican Stagewear shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of enjoyment, pain, suffering or satisfaction or otherwise or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these conditions or contracts.

7.6 The provisions of paragraph 6 shall survive the termination of these conditions and/or contracts.

7.7 The exclusions and limitations of liability set out in paragraph 6 shall be considered severally. The invalidity or unenforceability of any one of these sub-paragraphs shall not affect the validity or enforceability of any other part of this paragraph 6.

## **8. Returns Policy**

8. Pelican Stagewear returns policy, which complies with the distance selling regulations 2000, is as follows:

8.1 Within fourteen (14) working days beginning with the day after the day of receipt of any merchandise placed on order, you the customer may exercise your right of cancellation in respect of such stagewear product by sending us written notice of cancellation by emailing us three days on receiving the delivery and invoice date at [pelicanstagewear@yahoo.com](mailto:pelicanstagewear@yahoo.com) - Exceptions; These rules do not apply to goods worth £42 or less. It is important that the merchandise must be returned unworn, in the original packing, and must be returned within fourteen days of receiving the goods. We will not accept returned goods after the agreed period and therefore customers will not be liable for a refund – sorry, we do not refund carriage/shipping charges, however, If you the customer are returning goods because of a manufacturing fault, damaged or defective on receiving the delivery, we will refund the return delivery charges. For international customers, additional shipping charges will occur for the replacement or exchange of merchandise.

8.2 You must promptly return the stagewear products to Mansworld UK, 1<sup>st</sup> Floor, 415 High Street, London E15 4QZ. When returning merchandise, customers must bear the return carriage charge, we strongly recommend customers to use the service of a reputable courier company or by royal mail 'signed for delivery to ensure proof of delivery. Customers are fully responsible for returned items lost in the courier transit/post and will not be liable for a refund.

8.3 Pelican Stagewear will refund you the customer in full or provide a credit note for such merchandise as damaged goods on receiving the order.

## **9. Notice**

9. Any communication between the parties shall be by e-mail or first class post to each party's current e-mail or postal address or the e-mail or postal address given on the invoice or to any new e-mail or postal address which you may have notified to Pelican Stagewear.

## **10. Amendments to this Condition**

10. Pelican Stagewear reserves the right to vary these conditions at any time but, in respect of any ordered products, the terms which apply shall be those when you placed your order.

10.1 When Pelican Stagewear amends these conditions, it will mention the fact on the website's home page [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.Stagewear.org](http://www.Stagewear.org). For customers who are purchasing merchandise or registering on the website for the first time, all purchases from the date that the amended terms are placed on the website onwards will be governed by those new terms otherwise; such changes will be effective against existing users thirty days following posting of the amended version on the website. Your continued use of the website following Pelican Stagewear's posting of any changes will constitute your acceptance of such changes. If you do not agree to any changes to these conditions, please do not continue to use purchase stagewear products on the Pelican Stagewear website.

## **11. Copyright & Trademark**

11. You the customer must ensure that any information which you or members of your party provide to us Pelican Stagewear via our following three websites - [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.Stagewear.org](http://www.Stagewear.org), is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or another form of interference which may damage our computer system and the three following websites [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.Stagewear.org](http://www.Stagewear.org) or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate Pelican Stagewear system, data or information.

11.1 Copyright © 2013, All rights reserved Mansworld UK The information, text, graphics, images, sounds, links and all other information and software published or otherwise contained in the following Mansworld UK websites [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.Stagewear.org](http://www.Stagewear.org). ("Information") are either owned exclusively by Mansworld UK" or licensed by Mansworld UK" and except as specifically provided in these conditions may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written approval from us. Without such approval from us.

11.2 You the customer or members of your party may not create derivative works from any part of the following three, websites [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or [www.Stagewear.org](http://www.Stagewear.org), or commercialize any information, images, products or services obtained from any part of the websites.

11.3 Trade Marks; The websites [www.pelicanstagewear.com](http://www.pelicanstagewear.com) or [www.pelicanstagewear.org](http://www.pelicanstagewear.org) or <http://www.stagewear.org> contain "Pelican Stagewear" trade and service marks and devices (including the word "Pelican Stagewear" " and other valuable trade or service marks owned by or licensed to " Mansworld UK " to distinguish its services and products. These trade and service marks and related intellectual property are protected from copying and simulation under national and international laws and may not be reproduced or copied without the express prior

written consent of " Mansworld UK". Without limitation. You the customer or members of your party must not use any of the said trade or service marks: in or as the whole or part of your trademarks; in connection with activities, products or services which are not undertaken or provided by " Pelican Stagewear websites" in a manner which may be confusing, misleading or deceptive; or in a manner that disparages " Pelican Stagewear" or its information, products or services (including this website).

## **12. User-generated content - Legally Sharing Customer Photos On Pelican Stagewear Websites**

12. Pelican Stagewear's condition of sales is that you the customer or the person/third parties who took your images wearing the Pelican Stagewear merchandise give Pelican Stagewear specific permission to copy, re-using and upload any images belonging or copyright to you the customer or belongs to third parties associates with your images for purpose of commercial use on Pelican Stagewear websites or our social media platform.

12.1 You the customers who have purchased merchandise from Pelican Stagewear websites, Magic Convention, Showcase or Exhibition permitted to use the photos directly you have shared with us or we have obtained the photo from your social media platform, showing to wear Pelican Stagewear merchandise you the customer with your consent to permit to share the same pictures for purpose of commercial use on Pelican Stagewear websites or our social media platform.

12.2 Anything Pelican Stagewear shared on social media is solely for commercial use. Pelican Stagewear will never use the customer's photos to sell or promote to third parties for marketing purposes.

## **13. ICO – Information Commissioner's Office - Data Protection**

13. Mansworld UK Ltd is registered with ICO Data Protection; Data Protection/customer's personal information; We hereby letter, inform you the customer that all your and members of your party personal information; name, address, telephone number, email ID, and any other confidential details collected by us in the course of your order will not be sold or otherwise passed on to any other third parties for marketing or promotion purpose and it will be kept as confidential files and will be treated respecting yours and members of your party privacy and rights, this will be guaranteed by applying a system of protection and for all paper documents as well as electronic ones (either personal details or other information). Yours and members of your party details will be kept on our database.

13.1 Pelican Stagewear/Mansworld UK will not disclose the members of your party's personal information to any third party unless you have consented to such disclosure or where we are required to do so by law. Should you or members of your party breach our terms and conditions or terms of use or if we are under a duty to disclose or share the or members of your party's data to comply with any legal obligation, we may disclose yours or members of your party information to a relevant authority. This may include exchanging information with other companies and organisations for fraud protection and credit risk reduction.

## **14. T Change or Amend our Terms & Conditions**

15. Mansworld UK" reserves the right to change or amend our terms and the wording of our terms & conditions on the Pelican Stagewear website without any prior notice. The 'customer or members of your party are advised to check the Pelican Stagewear website regularly to view our most recent terms & conditions before confirming your order.

## **16. Law and Jurisdiction**

16. These conditions shall be governed by and construed under English law and the English courts shall have jurisdiction.