

TERMS AND CONDITIONS

Please read these conditions carefully before using the marmalade at Dogpole website. By using the marmalade at Dogpole website, you AGREE to be bound by these conditions. Any contract between us, whether for use of the site or in relation to the purchase of products or services through the site will be governed by UK law.

Marmalade at Dogpole reserves the right to alter these terms and conditions from time to time by posting new terms and conditions on this website.

Use Of Website

Marmalade at Dogpole shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this Web site. Certain (hypertext) links in this site may lead to external Web sites, which are not under the control of marmalade at Dogpole. When you activate any of these you will leave the marmalade at Dogpole website and marmalade at Dogpole has no control over and will accept no responsibility or liability for the material on any Web site which is not under our control. You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

Liability

The marmalade at Dogpole website is provided on an 'as is' basis – we make no guarantee that our website will be error free, or be available on an uninterrupted basis. We shall not be held responsible to you if we are unable to provide any of our internet services to you for any reasons outside our control. Unless we are negligent, we shall not be responsible for any loss you may incur, loss or destruction of data or any other loss you may incur from the use of our internet services. We will not be responsible for any losses resulting from your use, or your inability to use our website – or resulting from unauthorised access to, or alteration to your transmissions, or data in circumstances beyond our control. This does not affect your statutory rights as a consumer. In the event that marmalade at Dogpole is held liable under these terms and conditions our maximum liability to you shall be the cost of the product(s) purchased by you.

Your Account/Password

We shall not be liable to any person for loss or damage which may arise as a result of any failure by you to protect your password or account. You are responsible for the confidentiality of your password and account and any activities that occur under your account. It is recommended that you do not share your Account details, particularly your password. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

If you have reason to believe that your Account details have been obtained by another without consent, you should contact marmalade at Dogpole immediately to suspend your Account and cancel any unauthorised purchases that may be pending.

Payment

We accept payment by most major credit or debit cards. We use Sumup which processes the card details on our behalf via its secure site. All transactions will be made in £ GBP sterling, and as the Buyer, you will be liable for any exchange rate charges made by your card provider.

marmalade at Dogpole DOES NOT store the credit card details for any of our customers – we use a

third party payment gateway to help ensure the highest level of security for our customers. We use the Sumup payment gateway to take credit or debit card payments.

Privacy

Use of the marmalade at Dogpole website is governed by our privacy policy which is incorporated into these terms and conditions by this reference. We conform to the requirements of the Data Protection Act 1998.

Security

All personal details are processed via https://: secure servers and you can see the padlock and our security certificate in the web address bar above.

Intellectual Property

All Content included on the marmalade at Dogpole website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of marmalade at Dogpole, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

Third Party Intellectual Property: Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

Product Pricing & Availability

All prices shown are displayed in £ British pounds sterling. Marmalade at Dogpole takes great care to ensure prices are accurate. Prices may change over time and without notice. Prices include VAT at 20%.

We do not show all items with stock availability on the website. Occasionally due to an administrative error or unsuitable quality when the product is picked for your order, we may not be able to supply the item. Therefore all items are subject to availability. As we process your order, we will inform you by email or phone if any products you order turn out to be unavailable or if delivery time will be longer than stated.

Please note that dispatch estimates are not guaranteed dispatch times and should not be relied upon as such.

Product Information

We take reasonable care to ensure that all details, descriptions and prices of products appearing on this website are correct when the information is entered onto the system. We aim to keep the website as up to date as possible, but the information, including product descriptions may not always reflect the position at the exact moment you place an order. We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website.

Where appropriate, you may be required to select the required size / colour / number / other features of the Goods that you are purchasing.

Product Colour

We make every effort to reproduce colours on the site as accurately as possible. However, different computers reproduce colours in slightly different ways, and so exact colour matches are not yet possible over the Internet. This means that when you order products from the Shop, colours may

differ from what you see on the screen. If you are not satisfied with the colour of the item you have ordered, we operate a returns policy.

Handmade Lampshades

Lampshade Options: We cannot confirm the availability of the options selected within the product description (i.e different lampshade types/sizes) until the order has been placed – if we cannot fulfill the options/order we will notify you by email or phone and the order can be cancelled with full payment refunded.

Positioning Of Pattern: As each product is individually handmade to order, the exact positioning of the fabric pattern may differ to the photograph on our website. The seams on the lampshade join may not join up as we use a variety of different fabric prints to produce our lampshades.

Product Safety

Please read the instructions, manuals and other user documentation that comes with your products carefully. Marmalade at Dogpole is not involved in the manufacture of any of its products and will not advise on their use or operation or the manufacturer's guidelines. Please follow guidance for electrical products carefully.

Lampshades: We recommend using energy saving lightbulbs with our lampshades. Ceiling Pendant Shades should be hung vertically. Please exercise common sense when using our lampshades they are not suitable for use with a naked flame. Our lampshades are made by applying fabric to a PVC backing. The PVC backing is designed for lampshades and has passed the Glow-Wire Flammability Test – BS EN 60695-2-1: 1996 (Fire Hazard Testing).

Cushions:

Cushion Pads: The fillings for our cushion pads are either 100% Polyester which complies with BS 5852 Part 2. Ignition Source 2, or feather filled which conform to BS1425, ignition source 2. For the avoidance of doubt, marmalade at Dogpole shall not be held liable for any loss, injury, damage or claims caused as a result of misuse of products.

Termination & Cancellation of Accounts and Orders

Either marmalade at Dogpole or you may terminate your Account. If we terminate your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

If we terminate your Account, any current or pending purchases on your Account will be cancelled and will not be dispatched.

We reserve the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch. If purchases are cancelled for any reason prior to dispatch you will be refunded any monies paid in relation to those purchases.

If you terminate your account or order any non-dispatched purchases, they will be cancelled and you will be refunded any monies paid in relation to those purchases.

If you wish to cancel an order, please contact us at info@marmaladeatdogpole.co.uk including the following: Customer name, Date of order.

Privacy & Cookies

Complaints

Whilst we hope you will be delighted with your marmalade at Dogpole order, if you do have any reason to complain, please follow the steps below:

Please put all complaints in writing including the date of your order, name and address to our email info@marmaladeatdogpole.co.uk

We will acknowledge receipt of your complaint within 5 working days and deal with it in an appropriate, honest and prompt manner. We shall make every effort to advise you of the timescale in dealing with your complaint. We shall keep you informed throughout the process of dealing with your complaint.

Age Restrictions

marmalade at Dogpole does not sell products for purchase by children. If you are under 18 you should only use this website with the supervision of an adult. Payment information and purchases may only be made by or with permission of an adult. Your statutory rights are not affected by these terms and conditions.

Company Information

marmalade at Dogpole is the trading name of John Doherty.