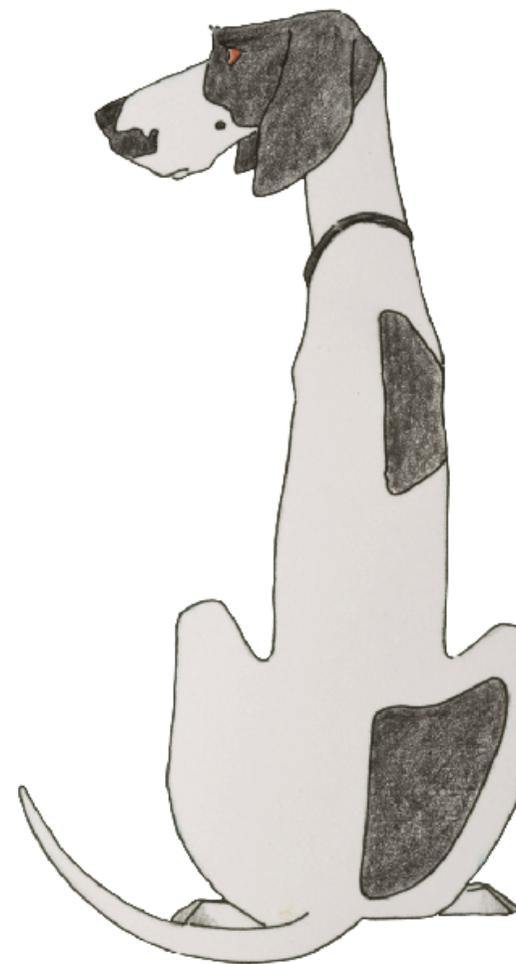


LOTTIE THE POINTER WEBSITE TERMS AND CONDITIONS

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PHONE: +44 (0) 1892 782 105

E-MAIL: lottie@lottiethepointer.com | WEB: lottiethepointer.com

BACKGROUND

This agreement applies as between you, the User of this Website and DarceyDog Sporting Ventures Limited, the owner(s) of this Website. Your agreement to comply with and be bound by Clauses 1, 2, 5 – 9 and 13 – 23 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3, 4, and 10 – 12 apply only to the sale of Goods. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and Our acceptance of that offer is deemed to occur upon Our sending an order confirmation email to you indicating that your order has been fulfilled and is on its way to you.

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings:

Carrier - any third party responsible for transporting purchased Goods from our Premises to customers.

Content - any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website.

DDSV - DarceyDog Sporting Ventures Limited a company incorporated in England and Wales with registered number 08049942 and having its registered address at Brook Point, 1412-1420 High Road, London, N20 9BH.

Goods - any products that DDSV advertises and / or makes available for sale through this Website.

Payment information - any details required for the purchase of Goods from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes.

Premises - our place(s) of business located in the UK.

System - any online communications infrastructure that DDSV makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links.

User / Users - any third party that accesses the Website and is not employed by DDSV or any of its affiliates and acting in the course of their employment

Website - the Website that you are currently using (www.lottiethepointer.com) and any sub-domains of this site.

We / Us / Our – DDSV.

2. AGE RESTRICTIONS

Persons under the age of 16 should use this Website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

3. BUSINESS CUSTOMERS

These Terms and Conditions do not apply to customers buying Goods in the course of business.

4. INTERNATIONAL CUSTOMERS

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. We are not responsible for these charges and We undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and that We cannot guarantee that the packaging of your Goods will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

5. INTELLECTUAL PROPERTY

- 5.1** Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, 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 DDSV, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.
- 5.2** Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

6. THIRD PARTY INTELLECTUAL PROPERTY

- 6.1 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.
- 6.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

7. FAIR USE OF INTELLECTUAL PROPERTY

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

8. LINKS TO OTHER WEBSITES

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of DDSV or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

9. LINKS TO THIS WEBSITE

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.lottiethepointer.com without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at info@lottiethepointer.com.

10. GOODS, PRICING AND AVILABILITY

- 10.1** Whilst every reasonable effort has been made to ensure that all graphical representations and descriptions of Goods available from Us correspond to the actual Goods, We are not responsible for variations from such descriptions. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not different Goods altogether.
- 10.2** We neither represent nor warrant that Goods will be available. Stock indications are not provided on the Website.
- 10.3** All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.
- 10.4** In the event that prices are changed during the period between an order being placed for Goods and Us processing that order and taking payment, we will notify you and you will have the option to cancel your order or to proceed on the basis of the changed price.
- 10.5** All prices on the Website include applicable VAT.

11. ORDERS AND DELIVERY

- 11.1** No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you an order confirmation email. Only once We have sent you an order confirmation email will there be a binding contract between DDSV and you.
- 11.2** Order confirmations under sub-Clause 11.1 shall contain the following information:
- 11.2.1** Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
- 11.2.2** Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
- 11.2.3** Estimated delivery date(s) and time(s).
- 11.3** If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.
- 11.4** All Goods purchased by you will be delivered within 30 calendar days of Our order confirmation unless otherwise agreed.
- 11.5** The risk in the Goods shall remain with Us until they come into your physical possession.

12. RETURNS POLICY

DDSV aims to always provide high quality Goods that are fault free and undamaged. On occasion however, Goods may need to be returned. Returns are governed by these Terms and Conditions.

- 12.1** If Goods are damaged in transit and the damage is apparent on delivery, you should sign any applicable delivery note to the effect that the Goods have been damaged. To return the damaged Goods, please contact Us within 14 calendar days to arrange collection and return. We are fully responsible for paying shipment costs. You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon Our receipt of the returned Goods. Refunds will be issued no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.
- 12.2** If you are a consumer based within the European Union, you have a statutory right to a “cooling off” period. This period begins once your order is complete and ends 14 calendar days after the Goods have been delivered to you. If the Goods are delivered to you in instalments, the 14 calendar day period begins on the day that you receive the final instalment. If you change your mind about the goods within this period, please inform Us within 14 calendar days of receipt. Goods must be returned to Us within 14 calendar days of the day on which you inform Us that you wish to return the Goods. You are responsible for paying return shipment costs if Goods are returned for this reason. Refunds will be issued no later than 30 calendar days after you inform Us that you wish to cancel under this provision and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.
- 12.3** We may not be able to accept returns under the cooling off period of the following types of Goods and/or taking into account the following circumstances:
- 12.3.1** Goods made to your specifications or that have been personalised;
 - 12.3.2** Goods which are liable to deteriorate or expire rapidly;
 - 12.3.3** Goods which are sealed for health or hygiene reasons that have been unsealed after delivery;
 - 12.3.4** Goods which are, after delivery, according to their nature, inseparably mixed with other items;
 - 12.3.5** Goods consisting of audio or video recordings or computer software (including games) in sealed packaging where the seal has been broken after delivery.
 - 12.3.6** Any use or enjoyment that you may have already had out of the Goods beyond handling them to the extent necessary to establish the nature, characteristics and functioning of them (such as you would, for example, handle a display item in a shop). Please note that opening packaging does not prevent you from returning Goods unless the Goods fall under sub-Clauses 12.3.3 or 12.3.5 and in any event does not include the opening of delivery packaging, only the packaging of the product itself.

13. PRIVACY

Use of the Website is also governed by [Our Privacy Policy](#), which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- 14.1** All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 14.2** We may use your personal information to:
- 14.2.1** Provide Our Goods to you;
 - 14.2.2** Process your payment for the Goods; and
 - 14.2.3** Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 14.3** We will not pass on your personal information to any other third parties without first obtaining your express permission.

15. DISCLAIMERS

- 15.1** We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of Our services.
- 15.2** No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 15.3** No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 15.4** Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

16. CHANGES TO THE SERVICE AND THESE TERMS AND CONDITIONS

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

17. AVAILABILITY OF THE WEBSITE

- 17.1** The Website and any Service provided therein is provided “as is” and on an “as available” basis. We give no warranty that the Website or any Service will be free of defects and / or faults. To the maximum extent permitted by the law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 17.2** We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

18. LIMITATION OF LIABILITY

- 18.1** To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.
- 18.2** Nothing in these Terms and Conditions excludes or restricts DDSV’s liability for death or personal injury resulting from any negligence or fraud on the part of DDSV.
- 18.3** Nothing in these Terms and Conditions excludes or restricts DDSV’s liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.
- 18.4** In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

19. NO WAIVER

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

20. PREVIOUS TERMS AND CONDITIONS

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

21. THIRD PARTY RIGHTS

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and DDSV.

22. COMMUNICATIONS

All notices / communications shall be given to Us by email to info@lottiethepointer.com. Such notice will be deemed received the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

23. LAW AND JURISDICTION

These Terms and Conditions and the relationship between you and DDSV shall be governed by and construed in accordance with the Law of England and Wales and DDSV and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.