

dotty hippo design

Terms and Conditions of Sale and Website

A) TERMS & CONDITIONS OF SALE

1) DEFINITIONS

Buyer means a person, firm or corporate body placing an order with the Company.

Company means dotty hippo design.

Conditions mean these Conditions of Sale.

Contract means the contract formed by the Company's acceptance of the Buyer's order.

Goods means all goods, materials or services which are the subject of the Buyer's order or which are to be supplied to the Buyer by the Company under these conditions.

Tender means any tender or quotation submitted by the Company for the supply of goods and/or services.

2) VARIATION

- 2.1 A Tender is an invitation to the Buyer to make an offer by placing an order.
The Company may withdraw or alter a Tender at any time. A Tender shall be valid for a period of 30 days from the date of the Tender, unless the Company specifies otherwise.
- 2.2 No Contract is made until the Company has confirmed in writing an acceptance of the Buyer's order.
- 2.3 No amendment to or variation of the Contract shall be valid against the Company unless it is writing and signed by the Company.
- 2.4 The Company reserves the right at any time to correct errors in prices or specifications quoted and the Buyer shall not be entitled to terminate the Contract or claim damages or costs by reason of any such correction.
- 2.5 Any conditions of purchase offered by the Buyer shall be invalid and ineffective and shall be deemed to be rejected by the Company, unless specifically accepted by the Company.
- 2.6 Orders placed must be in writing and must contain sufficient information to enable the Company to assess the order and (if accepted by the Company) proceed with the order. The Company may make reasonable amendments to the delivery and expectations of completion by reason of failure or delay of the Buyer in providing such information.
- 2.7 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement of the Company and on terms that the Buyer will indemnify the Company against all loss, costs (including cost of materials and labour), damages, charges and expenses incurred by the Company as a result of the cancellation.

3) PRICE

- 3.1 The price of the goods shall be specified in the Tender or in the Company's written acceptance of the order.

- 3.2 All prices are exclusive of Value Added Tax or other government charges.
- 3.3 Any special packing, protection, transport or other that is required will be subject to an extra charge.
- 3.4 The Contract price may be varied by the Company (by written notice to the Buyer) where the work or service is suspended, cancelled or varied on the Buyer's instructions or lack of instructions or failure to provide sufficient or timely information under clause 2.6 or on account of the Buyer's delay in making payments under the terms of Contract.
Or, between the date of Tender and delivery of the goods there are changes in costs to the Company in performing the Contract by reason of changes to costs in labour, components, materials or transport or by reason of any additional expense imposed on the Company by any law or Governmental authority.
- 3.5 Without prejudice to any remedies of the Company, the Buyer will be liable for payment of storage or refurbishment if the Buyer does not take delivery of the goods 3 days after notified goods are ready for delivery. The Buyer will be liable to pay for goods as if they have been delivered.

4) PAYMENT

- 4.1 Deposits and stage payments are payable on demand.
- 4.2 Payment shall be received in cleared funds in the currency invoiced 30 days from Invoice date or 30 days after buyer notified of completion (whichever is earliest).
- 4.3 The Buyer shall not be entitled to withhold payment of any amount due under the Contract under any circumstances.
- 4.4 Should the Buyer make default any payment, file for bankruptcy, execute an assignment for the benefit of its creditors, enter voluntary or compulsory liquidation, or suffer a receiver or administrator to be appointed over all or any part of its assets, the Company may cancel any uncompleted/undelivered part of the Contract and stop any goods or services in progress without incurring liability in respect of such cancellation or stoppage, without prejudice to the Company's other rights or remedies including its right to claim against the Buyer in respect of any loss or damage sustained by reason of the non-completion of the Contract.
- 4.5 The Company does not support credit for Contracts.

5) DELIVERY

- 5.1 Any quoted delivery terms will be calculated when all necessary information or materials and/or when advanced payments are received.
- 5.2 The Company will not be liable for any loss or damage whether direct or indirect consequential or otherwise if it is delayed or prevented from delivering the goods in whole or part. Any delay in delivering the goods shall not give rise to a right of the Buyer to treat the Contract as repudiated or reject the goods.
- 5.3 Without limitation to clause 5.2 the Company shall in no event be liable for any delay in or non-performance of its obligations due to any act of God, natural disasters, fire, flood, explosion, earthquake, accident, prohibition or limitation, act of Government, war insurrection, riot, strike or labour disturbance, shortages of material, any act or omission of Buyer, or any other cause or event whatsoever beyond reasonable control of the Company, whether or not foreseeable. In any event the Company reserves the right to suspend or cancel the Contract at any stage without liability for any loss or without prejudice to the Company's rights to receive payment for the goods or work previously done.
- 5.4 The Company may make delivery in instalments.

- 5.5 Delivery is deemed to be within the United Kingdom.
- 5.6 No claim for short delivery or damage to the goods may be made unless the Company receives written notification within 2 working days of delivery.

6) TITLE

- 6.1 The Buyer warrants that any design or instruction furnished or given shall not cause the Company to infringe any letters patent copyright registered design or trademark in the execution of the order and the Buyer will indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of such infringement.
 - 6.2 Any designs, logos, drawings, text and material created remain the property of dotted hippo design.
 - 6.3 All designs, logos, drawings, text and materials supplied by the Company are copyright and may not be reproduced or disclosed to third parties without the Company's written consent.
-

B) TERMS & CONDITIONS OF WEBSITE

1) INTRODUCTION

- 1.1 Website usage agreement between dotted hippo design and the user.
- 1.2 Use of this site constitutes agreement with the following terms and conditions. These conditions are governed by and interpreted with English law. Please read carefully.
- 1.3 This site is intended for use by citizens of the United Kingdom. This site is not intended for the distribution to, or use by, any persons in a country where such distribution or use would be contrary to local laws or regulations.

2) USE OF CONTENT

- 2.1 Throughout our website, trademarked names are indicated. However, rather than repeatedly show the trademark symbol, we state that we are using such names in an editorial context with no intention of infringement of that trademark. Trademarked names as always remain the property of their respective companies.
- 2.2 We or our licensors own the copyright and all other intellectual property rights associated with the content save where otherwise stated.
- 2.3 We cannot warrant that the use of the site will not be interrupted or unavailable due to any factors outside our control.
- 2.4 You may not copy, distribute or display the site or any part of it. You may not link to or mirror any part of the site. Any infringement of any intellectual property rights in this manner will result in appropriate legal action.
- 2.5 Any rights not expressly granted in these terms are reserved.

3) CHANGES

- 3.1 We are continually seeking to update and improve the site. Therefore, we may make changes to any part of the site and these conditions and you will be bound by changes to these conditions from the time you next access the site.
- 3.2 No purported modifications of these conditions will be effective until we countersign it.

4) DISCLAIMER

- 4.1 The information on this site is provided on an 'as is' and 'as available' basis. We endeavour to ensure, but not guarantee or warrant the accuracy or completeness, availability or reliability of the information on our website. Our aim is to keep this information timely and accurate. If errors are brought to our attention we will try to correct them.
- 4.2 We exclude any warranty, expressed or implied, as to the quality or fitness for a particular purpose of any of the content on this site.
- 4.3 We reserve exclusive right at our sole discretion to alter, limit or discontinue part of this site. Under no circumstances shall we be liable for any loss, damage or liability or expense suffered which is claimed to result from the use of this site, including without limitation, any fault, error, omission, interruption or delay. Use of this site is at the user's sole risk.
- 4.4 Every effort is made to minimise disruption caused by technical errors. We accept no responsibility with regards to such problems incurred as a result of using this site or any link to external sites.
- 4.5 The materials on this site do not constitute medical, financial or other professional advice.
- 4.6 Users specifically acknowledge and agree that we are not liable for any conduct of any other user.
- 4.7 By accessing the site you agree that we are not liable to you or any third party for any errors or delays in the site or for any actions taken in reliance on it. You also agree that we will not be liable for any direct or indirect or consequential loss arising from the access or use of the site or from your access or use of other material on the internet via web links for this site.
- 4.8 We reserve the right to deny at our sole discretion any user access to this site or any portion thereof without notice. We have no obligation to forward any unread or unsent communication to you or any third party.