



Dotty's Pyjamas Ltd

TERMS AND CONDITIONS FOR THE SALE OF GOODS

We are Dotty's Pyjamas Ltd, Registered Company Number 11772000, ("we" / "us" / "our") whose registered office is at Denham Farm, Denham, Quainton, Aylesbury, Buckinghamshire, United Kingdom, HP22 4AL.

These Conditions, together with any and all other documents referred to herein, set out the terms on which we provide our Products to you through this Website. Please read these Conditions carefully and ensure that you understand them before purchasing any Products from us. You will be required to accept these Conditions when ordering Products from us. If you do not agree to comply with and be bound by these Conditions, you will not be able to proceed with your purchase. Use of our Website is subject to our Website Terms of Use

www.dottyspyjamas.com Please ensure that you have read them carefully and that you understand them.

All personal information that we may collect from you will be collected, used and held in accordance with our Privacy Policy www.dottyspyjamas.com/terms/privacy and your rights under data protection legislation.

1. INTERPRETATION

1. **Definitions.** In these Conditions, the following definitions apply:

Charges: the charges payable by you for the sale of the Goods in accordance with the “Charges and Payment” clause below.

Conditions: the terms and conditions set out in this document as amended from time to time.

Goods: pyjamas and sleepwear garments for children and adults as supplied by us to you in accordance with the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: your order for Goods as set out on a purchase order form or as processed through the Order form available on our Website; or otherwise, as the case may be.

Website: the website at www.dottyspyjamas.com.

2. **Construction.** In these Conditions, the following rules apply:

- a. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b. a reference to a party includes its personal representatives, successors and permitted assigns;
- c. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted;
- d. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- e. any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- f. a reference to **writing** or **written** includes faxes and e-mails.

2. AGE RESTRICTIONS AND BASIS OF CONTRACT

1. You may only purchase Goods through the Website if you are at least 18 years of age.
2. The Website will guide you through the Order process. The Order constitutes your offer to purchase Goods in accordance with these Conditions.
3. The Order shall only be deemed to be accepted when we issue an email confirmation of the Order.
4. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them.
5. These Conditions apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF GOODS

1. We shall supply the Goods to you in accordance with the Order in all material respects.
2. We shall have the right to make any changes to the Goods which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Goods, and we shall notify you in any such event.

4. YOUR OBLIGATIONS

1. You agree to:
 - a. ensure that the terms of the Order and any information it provides in the Order are complete and accurate;
 - b. provide us with such information as we may reasonably require in order to supply the Goods, and ensure that such information is accurate.

5. ORDER PROCESS

1. The Website and any other promotional material merely illustrates our Goods and the packaging of the Goods. Your computer may not accurately display the colours of the Goods. Although we aim to accurately depict our Goods and their packaging, there may be differences between the packaging and the colours of the Goods delivered to you and those shown on the Website and in our promotional material.
2. All Orders are subject to acceptance and availability. If we are unable to supply you with the Goods in your Order due to matters such as unavailability of stock, materials, key staff, due to an event outside of our control or because we have identified a mistake in the description of the Goods or the price stated by us, we will notify you. We will not proceed with the Order and will refund any sums you have paid us.
3. If the Goods are temporarily unavailable, we will notify you by email of the date they are expected to be available. You will have the option either to wait until they are available or to cancel your Order. If you cancel your Order, we will refund any sums you have paid us.
4. If you think that there is a mistake in your Order or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or any other changes that we need

to make as a result of your request. We will ask you if you wish to go ahead with the change.

5. We may make the following types of changes:
 - a. minor changes to the Goods to improve them or to comply with relevant laws and regulatory requirements,
 - b. changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - c. changes to these Conditions as a result of changes in how we accept payment from you,
 - d. changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
6. If we make any changes in accordance with clause 5.5 above we will give you written notice of the changes before we supply the Goods. You can choose to cancel your Order if the change would be significantly to your disadvantage.

6. CHARGES AND PAYMENT

1. The Charges for the Goods shall be as set out in the Order or, if no price is quoted, the price set out on the Website at the time the Order is placed. If there are any discrepancies between prices published on our Website and prices appearing in an Order, the prices in the Order shall prevail.
2. The Charges shall be payable in full in cleared funds upon placement of an Order. Payment shall be made via Worldpay or PayPal to the bank account nominated by us. Time of payment is of the essence. Your financial information is kept secure during transmission through our use of Secure Sockets Layer ("SSL") software.
3. If you fail to make any payment due to us by the due date for payment, then we reserve the right to suspend your Order.
4. We reserve the right to amend the Charges at any time and to add, alter, or remove special offers from time to time. Changes in price will not affect any Order that you have already purchased but will apply to any future Orders.
5. You shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

7. DELIVERY

1. The Goods will be delivered to you by Royal Mail at the address you provided during the Order process. If you choose to use Royal Mail First Class within the United Kingdom, the Goods will be delivered within 24 hours of the Order being placed.
2. If we have agreed to deliver the Goods to a delivery address which you have given us, delivery shall occur when we place the Goods in the physical possession of you or anyone you have identified to us as the person authorised by you to take delivery of the Goods.
3. If no one is present at your delivery address to take delivery, we will advise you of our attempted delivery. You must then contact us to make arrangements for us to deliver the Goods.

8. CANCELLATION

8. You may cancel your Order at any time from the time you place your Order until the expiry of 14 calendar days after the day you receive the Goods. Subject to clause 8.2, you may cancel the Contract at any time during this time by notifying us of your decision to cancel. You may notify us of your decision to cancel by sending us an email to info@dottyspyjamas.com, or filling out the contact form on our Website.
8. You will not have a right to cancel in the following situations:
 - a. Your Order is for goods which are bespoke or have been personalised.
 - b. Your Order is for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and they have become unsealed after delivery.

9. RETURN OF GOODS

1. Upon receiving notice of your cancellation, you must complete the returns form included in the parcel with details of where you must return the Goods and other relevant instructions. You must then return the Goods to us without delay and at the latest within 30 days of notifying us of your cancellation.
2. You must return the Goods at your own risk and at your own cost unless we offer to pay the cost of return.
3. If the value of the Goods is reduced as a result of your handling of them beyond what is necessary to determine the nature, characteristics or functioning of the Goods, we will be entitled to claim this reduction in value from you and to deduct it from any money which you have paid us.

10. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Website and the Goods shall be owned by us or our licensors. We shall assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

11. LIMITATION OF LIABILITY AND INDEMNITY

11. Nothing in these Conditions shall limit or exclude our (or our employees', agents' or subcontractors') liability for:
 - a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability to the extent such liability may not be excluded or limited as a matter of law.
11. Subject to the aforesaid:
 - a. we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss (whether direct or indirect) of actual or anticipated income, savings or profits, contracts, business, business opportunities, revenue, turnover, savings, goodwill, reputation loss or corruption of data or information, or wasted expenditure, or for any indirect or consequential loss arising under or in connection with your Order; and
 - b. our total liability to you in respect of all other losses arising under or in connection with your Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the Charges paid by you for your Order.
11. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11. You shall indemnify us against any costs, liability, damages, loss, expenses, claims or proceedings arising from loss or damage (including that belonging to any third parties appointed by us) caused by any breach of these Conditions or any other liabilities arising out of the use of the Website or the Goods by you.

11. We will not be responsible for any delay in delivering the Goods if:

- a. we have asked you to provide specified information that is necessary for delivering the Goods; and
- b. you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.

12. SURVIVAL OF TERMINATION

1. Clauses which expressly or by implication survive termination shall continue in full force and effect.

13. CONSUMER RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

1. If you are a consumer we are under a legal duty to supply Goods that are in conformity with these Conditions. Nothing in these Conditions will affect your legal rights.
2. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website at www.adviceguide.org.uk.
3. The Consumer Rights Act 2015 says that any goods sold must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:
 - a. Up to 30 days: if your goods are faulty then you can get an immediate refund.
 - b. Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund in most cases.
 - c. Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

14. GENERAL

1. **Severance.**
 - a. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
 - b. If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. **Waiver.** A waiver of any right under these Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

3. **Variation.** We may revise these Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Conditions as they relate to your Order, we will give you reasonable advance notice of the changes and provide details of how to cancel your Order if you are not happy with the changes.
4. **Governing law.** These Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.
5. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims).