

Terms and Conditions

Lollipops

20 Norfolk Place

Berwick Hills

Middlesbrough

TS3 7PA

- Lollipops must be notified immediately of any intention to cancel an order, if the decoration process has started then the order cannot be cancelled.
- In the event a customer orders the incorrect size garments it cannot be returned if the garment has been personalized.
- All shop and online orders need to be collected within 8 weeks after order is ready, otherwise garments will go back into stock.
- Proof of purchase e.g. receipt is required when collecting any order.
- Throughout August we have a Sunday ONLY collection and proof of purchase e.g. receipt is required when collecting.
- Any faulty and/or damaged goods supplied should be returned to Lollipops. We must be notified within 48 hours of receipt of delivery with full and precise details as to the nature of any fault. The customer must produce the faulty or damaged goods to enable Lollipops to inspect the faulty or damaged goods. In that event, any faulty or damaged goods will be repaired or replaced at the request of the customer or alternatively in the event that the customer chooses, the monies paid in respect thereof shall be credited to the customer. Please note that no claim of faulty or damaged goods

will be considered after the expiration of 30 days and/or in the event that damaged goods are not returned as requested.

- Lollipops cannot be held responsible for garments that lose their shape or colour due to incorrect washing or drying.
- All garments and products advertised (including choice, colour, size etc) are subject to availability. Unfortunately, we cannot be held responsible for shade variations due to differing dye lots or size variations which may occasionally occur.
- We will endeavour to absorb many of our supplier's increases throughout the year. However, should the increase be such that it is uneconomical to sell at our current prices we reserve the right to alter our prices without prior notice.
- No responsibility will be accepted by us for infringements on Third Party Copyrights. The customer indemnifies us from all costs and expenses in respect of any alleged infringements.
- After placing an online order, you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted by us, but it does constitute an offer to us to buy the Product. All orders are subject to acceptance by Lollipops and we will confirm such acceptance to you by sending you an e-mail that confirms that the order has been dispatched. The contract between us will only be formed when we send you the Dispatch Confirmation.

The Contract will only relate to those Products whose dispatch we have confirmed in the Dispatch Confirmation. If you have ordered additional Products that are not listed in the Dispatch Confirmation (for example because they are currently out of stock / unavailable), these Products will not form part of the Contract until dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control, including but not restricted to, strikes, lock-outs, riot, terrorist attack, war, fire, explosion, natural disaster, impossibility of the use of public or private transport or public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under the Contract may be performed despite the force majeure event.

- Lollipops reserve the right to amend these terms & conditions at any time without prior notice and any revisions made will be effective immediately as displayed on our website. You will be subject to the policies and terms & conditions in force at the time you order from our website unless any change to these terms is required to be made by law or government authority.

TERMS AND CONDITIONS

Lollipops is registered in England and Wales with a registered office address of 20 Norfolk Place, Berwick Hills, Middlesbrough, TS3 7PA. Any reference to "Lollipops", "we", "our" or "us" in these Terms & Conditions is to Lollipops. Any reference to "You", "Your" or "Yourself" is to the person wishing to access and/or use Lollipops' Services. These Terms & Conditions (together with any documents referred to in it) are a legal and binding agreement between You and us and govern Your use of the Service. We recommend that You read and print a copy of these Terms & Conditions for Your future reference.

ACCEPTANCE OF TERMS

By selecting the check box when registering for Lollipops You are confirming that You accept these Terms & Conditions together with the Privacy Notice. You agree to comply with them. You may have other consumer rights granted by law and these Terms & Conditions do not affect such rights. If you object to any of these Terms and Conditions you should not use any of the products or services on the Website and leave immediately. You agree that you shall not use the Website for illegal purposes and will respect all applicable laws and regulations. You agree not to use the Website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to do anything, which may compromise the security of the Website or attempt to gain access to secured areas or sensitive information. Misuse of the Website may incur civil and/or criminal liability. You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from your breach of these Terms and Conditions.

MODIFICATION

Lollipops reserves the rights to change or amend any part of these terms and conditions, if any change is significant we will notify You of the change. Lollipops advises users to regularly check the Terms and Conditions on the Website. Lollipops has complete discretion to modify or remove any part of the Website without warning or liability arising from such action.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Website and in the material published on it. Save for Your right to access the Website in accordance with these Terms and Conditions. We do not grant You any rights in respect of such intellectual property rights and/or materials. All such rights are reserved.

You are permitted only to use material on the Website as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use. By using the Website you agree to respect the intellectual property rights of Lollipops and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purposes any material contained within the Website. Any unauthorised use of material on the Website is strictly prohibited.

OTHER TERMS

Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs remain in full force and effect. These Terms & Conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, You may also bring proceedings in Scotland.