**Terms & Conditions**

Welcome to Donk’s Dog Stuff online store! Donk’s Dog Stuff and its partners provide their services to you subject to the following conditions. If you visit or shop within this website, you accept these conditions. Please read them carefully.

**PRIVACY** Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

This site is operated by Donk’s Dog Stuff.

If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at donksdogstuff@gmail.com

**THE CONTRACT BETWEEN US**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

**ACKNOWLEDGEMENT OF ORDER**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

**ACCURACY OF CONTENT**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

**AVAILABILITY**

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

**PRICE**

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

**PAYMENT TERMS**

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

**DELIVERY CHARGES**

Delivery charges vary according to the type of goods ordered.

Our delivery charges are set out in Delivery and Returns in our website.

Please note that there are some areas where we cannot deliver to, or will require additional delivery charges to those stated, we will contact you with the necessary information and payment details via email, if you do not wish to proceed, we can cancel the order at this point with a full refund.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. In any event, we will aim to deliver your goods within 3-5 working days days from the day after the day we received your order. We cannot guarantee delivery times due to adverse weather conditions or Covid 19 restrictions. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

**CANCELLATION RIGHTS**

You have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

Should you wish to cancel your order, you can notify us in writing by any durable medium (for example letter sent by post or e-mail).

You cannot cancel your contract if the goods you have ordered are bespoke or have removed out of the sealed package in which it was delivered to you.

If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation)

**CANCELLING BY US**

We reserve the right not to process your order if:

We have insufficient stock to deliver the goods you have ordered;

We do not deliver to your area; or

One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

**LIABILITY**

Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with returns policy), we will provide you with a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

**CHANGES TO LEGAL NOTICES**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

**LAW JURISDICTIONS AND LANGUAGE**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

**INVALIDITY**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

**PRIVACY**

You acknowledge and agree to be bound by the terms of our privacy policy.

**ELECTRONIC COMMUNICATIONS**

When you visit Donk’s Dog Stuff on line shop or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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**YOUR MEMBERSHIP ACCOUNT**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. The Donk’s Dog Stuff and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

**REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT** Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “:spam.”: You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Donk’s Dog Stuff reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant Donk’s Dog Stuff and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Donk’s Dog Stuff and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify Donk’s Dog Stuff or its associates for all claims resulting from content you supply. Donk’s Dog Stuff has the right but not the obligation to monitor and edit or remove any activity or content. Donk’s Dog Stuff takes no responsibility and assumes no liability for any content posted by you or any third party.

**RISK OF LOSS**

All items purchased from Donk’s Dog Stuff are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

**SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to Donk’s Dog Stuff. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

**QUESTIONS**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the “Contact Us” link in the side menu. Or you can email us at: donksdogstuff@gmail.com