

1. About Us

- 1.1 Lollipop London Ltd is completely dedicated to your total satisfaction. If you have any suggestions or comments please email us using the link on our website (www.lollipoplondon.com) (**Website**), or by using the contact details set out below:-

Lollipop London Limited, 114 Islington High Street, London N1 8EG, United Kingdom

Phone: +44 (0) 207 226 4005/4051

Email: info@lollipoplondon.com or online@lollipoplondon.com

- 1.2 Lollipop London Limited is a company registered in England and Wales (Co. No. 04517574) and its registered office is situated at c/o King and Co., 31 Horn Lane, London W3 9NJ (**Lollipop London**).
- 1.3 Any Orders or Contract between us (defined below) shall be governed and interpreted in accordance with English Law and any disputes arising must be submitted to the exclusive jurisdiction of the English courts.
- 1.4 Lollipop London reserves the right to amend these Terms from time to time. Your continued use of the Website will constitute your acceptance of such amendments.

2. Ordering and Acceptance

- 2.1 Making a purchase on our Website could not be easier. Just browse and add any items that you wish to buy to the Shopping Bag by clicking on the 'Buy me' icon, ensuring that you have selected the correct quantity of each item and that you have checked our Sizing Charts to ensure that the selected items will fit you, if applicable.
- 2.2 When you have completed your selection of items that you want to purchase, click on 'Checkout' and you will be asked for a few details that we need to be able to complete the order.
- 2.3 When you have completed these details then you will be given the option to review your order before the order is complete. When you are satisfied then click on the 'proceed to checkout' icon and this completes your Order (**Order**).
- 2.4 Our 'Thank you for your Order' screen will then appear with an Order Number which you will need to keep a note of in case we need this from you in the event that you have an enquiry about your Order.
- 2.5 A contract does not exist between us until you receive a separate email or other written notification from us that your Order has been accepted (**Contract**) and this Confirmatory Email will contain all of the details of your Order and all relevant statutory information (**Confirmatory Email**) so please check it carefully to make sure that it is correct. You will receive the Confirmatory Email within 48 hours of receipt by us of your Order. We have included this term to protect us in the case that a mistake has been made in pricing, we have inadvertently under-priced items, or we are no longer able to supply a particular item for some reason.
- 2.6 In the case of a change of price, we will always contact you first to ensure that the price is acceptable to you.
- 2.7 We reserve the right to refuse to accept an Order in whole or in part.

3. Prices, Particulars and Payment

- 3.1 Prices quoted are inclusive of VAT at the standard rate of 17.5% and exclusive of delivery charges.
- 3.2 Time for payment is of the essence under these Terms.
- 3.3 When you proceed through the checkout then any delivery charges will be applied to your Order and a total price will appear before you are required to complete the payment for your Order.
- 3.4 We accept debit and credit card payment, and cheques sent by post. If your domestic currency is not British Pounds Sterling then please place your Order and your debit/credit card company will convert the transaction to British Pounds Sterling. Payment will be debited from your card at the time when you authorise payment and complete your Order.
- 3.5 Returned cheques or failed credit card transactions will be charged at £30.00 per representation.
- 3.6 If your payment fails for any reason then we may at our sole option and without prejudice to any other rights or remedies we may have suspend delivery of any outstanding Orders until payment is made, or we may repudiate the Contract.
- 3.7 If you would prefer to do so then we can accept your payment details over the telephone [however please notify us/tick box/have item numbers available].

4. Credit Card Security

- 4.1 All credit cards are processed using the Protx system and are encrypted but Lollipop London Limited will not otherwise pass on your credit or debit card details to any third party. We accept VISA, VISA ELECTRON, MASTERCARD, SOLO, SWITCH MAESTRO and JCB.
- 4.2 We shall be entitled to process your data in accordance with the terms of our [Legal Notices](#). Please view this document for further information.

5. Delivery

- 5.1 If the items you have ordered are in stock, then we will endeavour to process your Order for delivery to you within 3 Working Days, ('Working Days' meaning every day from Monday to Friday except bank holidays). If we are not able to do so, then we will inform you and you may, if you wish, cancel the Order and we will fully reimburse you.
- 5.2 Lollipop London uses a special delivery service only so that your items are insured. Delivery charges, which are inclusive of postage and packaging, are priced flat-rate to any address in the UK (or Eire?) as follows:-

Shoes: £7.00 Boots: £9.00 Other: £5.00

International delivery charges will vary and we will set out the amount in the Confirmatory Email so that you have time to cancel your Order if you do not accept the quoted delivery charge.

- 5.3 If your delivery address is outside of the United Kingdom then you may be subject to additional charges, import duties and taxes, which are levied once a shipment reaches your country. Any charges for customers' clearance will be borne by you. You should note that custom policies vary widely from country to country; Lollipop London recommends that you to contact your local customs office for further information. You will be the importer of record and must comply with all laws and regulations of the country in which you receive the items.

6. Shipping And Handling

- 6.0 All items are shipped discreetly in a plain mailing bag or box, with no indication as to the contents.
- 6.1 The delivery address will be copied from the Order and so if the postal carrier cannot deliver because of an incorrect address then we reserve the right to charge an additional supplement.
- 6.2 Deliveries are made between the hours of [9am and 5pm] Monday through Friday excluding bank holidays and will require a signature on delivery to acknowledge that you have received the items.
- 6.3 Whilst we try to deliver all items Ordered within the time-frame specified to you in the Confirmatory Email or any subsequent correspondence, we take no responsibility for any consequence of late delivery howsoever caused. In the event that you are not able to accept delivery for any reason then the items will be returned to 114 Islington High Street N1 8EG and we reserve the right to charge you for any additional delivery charges.
- 6.4 Lollipop London will not be liable for any delays in delivery or failure to deliver caused by actions beyond our control. We will not be liable for loss or damage of items in transit whilst under the care of a third party carrier, unless such loss or damage is caused by our negligence. Lollipop London will not accept any claim for compensation arising from or missed delivery.
- 6.5 If you would prefer to do so then you may collect your Order from our store in person, subject to payment to us in advance of collection.

7. Title and Risk

- 7.1 Title in the items shall not pass to you until we have received your payment in full for this and any other outstanding Order.
- 7.2 All risk of loss or damage to the items shall pass to you upon delivery.

8. Warranties

- 8.1 Lollipop London will pass on any manufacturers' warranties, if applicable, directly to you. No additional or independent warranty is provided by Lollipop London unless expressly specified in our Confirmatory E-mail.

9. **Returns/Cancellation Policy**

- 9.1 Lollipop London are committed to your complete satisfaction, so if you are in any way dissatisfied with the items that you have Ordered then we will exchange them or give you a full refund in the following circumstances:-
- 9.2 You may cancel your Order and receive a full refund at any time before the items have been shipped.
- 9.3 You will be entitled to a full refund or exchange at any time after the items have been dispatched and after you have received our Confirmatory E-mail but no later than 7 Working Days after the day after you receive the items however you will only be entitled to an exchange thereafter if the items are returned within a further 21 days. We regret that we cannot offer exchanges for items returned after 28 days from the date of delivery.
- 9.4 If you cancel your Order after it has been dispatched, then you will be liable for any delivery costs incurred by Lollipop London.
- 9.5 Please send written notice to us no later than 7 (seven) Working Days following the day that the items were received by post to the address in point 1.1 above or by email to online@lollipoplondon.com or 114 Islington High Street N1 8EG.
- 9.6 Please return the items to us in their original condition and packaging, unworn and with all labels intact. Please complete the details on the Return Sheet received with your delivery including your order number, name, and address, and reason for the exchange or return and enclose this with your return. Please do not send items back without this information enclosed as this will delay the processing of your refund or exchange. Please return your items to the address set out on the Returns Sheet. A copy of our Returns Sheet can also be found on our Website at www.lollipoplondon.com.
- 9.7 We recommend that you return the items to us by Royal Mail Recorded Delivery which insures you for £30.00 in the event of items being mislaid or lost, and for items valued over £30.00 in value, please return them by Special Delivery for insurance purposes or by any another means that requires a signature upon delivery. Please note: Under no circumstances will we be held responsible for any missing items and no refunds will be given unless we receive the items safely and within our deadline.
- 9.8 Please allow 10 Working Days from the date we receive your returned items for your refund to be processed and a further 7 Working Days for funds to be credited back into your account.
- 9.9 Lollipop London reserves the right to charge an additional delivery charge for exchanged items.
- 9.10 We regret that for hygiene reasons, we are unable to offer exchanges or refunds of certain items and this is clearly indicated on our Website next to items where this applies. We will not accept returns of items which are designed to be worn next to the skin if it appears that they have been tried on directly against the skin. No refunds will be given for bespoke Orders that have been custom made for you at your request.
- 9.11 If you do cancel your Order, you are under a duty to retain possession of the items and take reasonable care of them until you return them to us.
- 9.12 Please notify us of any incorrect, damaged or faulty items supplied within 24 hours of delivery. If the items are not what you ordered, you must not open the manufacturers' packaging or use the items. We will not exchange or provide a refund if we suspect that you have used the items.
- 9.13 Your rights to return items are protected under the EU Distance Selling Directive which can be found by clicking on the following link:-

http://www.hms0.gov.uk/si_si2000/20002334.htm

10. **Disclaimers**

- 10.1 Every effort is made to ensure that information contained within our Website is accurate and current. However, Lollipop London will not be held liable for any errors or omissions. All descriptions, images, drawings, colours and specifications are published for illustration purposes only and may vary from the items and so are not binding on us.
- 10.2 We are unable to confirm that all the information set out on this Website is accurate or complete, or that use of the site is free of virus or other damage.
- 10.3 Lollipop London is not responsible for the content of external Websites, which may be linked to this Website.
- 10.4 We make no promise that materials on the Website are appropriate or available for use in locations outside the United Kingdom, and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Website from locations outside the United Kingdom, you do so on your own initiative and Lollipop London will not be responsible for compliance with local laws.

11. **Limitation of Liability**

- 11.1 We will not be under any liability to you for any delay or failure to deliver if the same is wholly or partly caused directly or indirectly by circumstances beyond reasonable control.
- 11.2 We will not be liable under the Contract with you for any loss or damage caused by us or our employees or agents in circumstances where i) there is no breach of a legal duty or care owed to you by us or by any of our employees or agents; ii) such loss or damage is not a reasonably foreseeable result of any such breach; iii) any increase in loss or damage results from breach by you of any of these Terms.
- 11.3 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price you paid under the Contract. We shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever howsoever caused, including but not limited to:-
- your use or inability to use the items;
 - late or incorrect delivery;
 - the acts or omissions of telecommunications service providers of failures of, or faults in their networks and equipment;
- 11.4 As a consumer, you have certain rights by law regarding the return of defective items and claims in respect of losses caused by any negligence on our part or our failure to carry out our obligations. These Terms shall not affect those rights. Nothing in these Terms is intended to limit any right you might have as a consumer under applicable local 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.
- 11.5 We take every reasonable measure to help you to maintain the condition of your items by supplying care guidelines with every delivery however the items will be subject to usual wear and tear. Nevertheless we accept no liability whatsoever or howsoever arising for any loss of any kind in connection with any such reasonable wear and tear.
- 11.6 We shall be entitled to delay or cancel delivery if we are prevented from, hindered or delayed in supplying, obtaining or delivering the items by normal route or means of delivery through any circumstances beyond our reasonable control, including but not limited to, strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of labour and raw materials from normal source of supply ("Event of Force Majeure") and we shall not be responsible to you for any resulting loss or damage suffered by you.
- 11.7 If the performance of the Order is prevented by any Event of Force Majeure, we shall have the right to be discharged from further performance and liability under the Contract.

12. Intellectual Property

- 12.1 "Lollipop London" and "Lollipop London Limited" are Lollipop London's trade marks in the United Kingdom and overseas and belong to Lollipop London unreservedly.
- 12.2 www.lollipoplondon.com is Lollipop London's website on the internet and all intellectual property rights, including but not limited to, all patents, database rights, design rights (whether registered or unregistered), trade marks (whether registered or unregistered), brand names, domain names, goodwill, inventions, image rights, know-how, models, benefit of any licences and other similar rights, together with the right to apply for the protection of any such rights, arising in it and in its design and contents ("the IP rights") belong and are reserved to Lollipop London.
- 12.3 Any copying, downloading or other unauthorised use of the IP rights will infringe Lollipop London's rights and is expressly forbidden.

13. Termination

- 13.1 We reserve the right to terminate the Contract and to suspend or terminate your access to the Website immediately and without notice if:
- you fail to make any payment to us when due;
 - you breach any of these Terms;
 - when requested by us to do so, you fail to provide us within a reasonable amount of time with sufficient information to enable us to determine the accuracy and validity of any information supplied to you, or your identity;
 - are about to engage, or have in any way been involved, in fraudulent or illegal activity on the Website;
 - you fail to duly perform any of your obligations hereunder or repudiate the Contract;
 - at any time it becomes unlawful for you to perform or comply with your obligations hereunder; or
 - we consider in our reasonable opinion any change in your business, assets or financial condition to have become adverse.
- 13.2 In the event of termination of any Contract for any reason whatsoever then points 1.3, 3.2, 7, 8, 9, 10, 11, 12 and 14 shall survive termination without any limitation in duration or otherwise.

14. General

- 14.1 These Terms supersede any and all other terms, understandings, commitments, agreements, or representations (except fraudulent misrepresentations), whether oral or in writing, and contain the entire agreement between Lollipop London and you, relating to your Order.
- 14.2 All variations or modifications to your Order will only be valid and binding if recorded in writing and agreed by us.
- 14.3 Each provision of these Terms is severable and distinct from the others. Every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any of these Terms shall be held invalid then the other Terms shall continue in full force and effect.
- 14.4 You may not assign, sub-contract or in any way transfer or dispose of any rights or obligations under the Order without our prior consent.
- 14.5 Any notice or other information required or authorised by these Terms to be given by us to you may be delivered personally, sent by e-mail, first class post or facsimile transmission to the address provided to us on registration by you and contained in your account details.
- 14.6 Any notice or other information required or authorised by these Terms to be given by you to Lollipop London may be delivered personally, by first class post or facsimile transmission to our registered office as set out at point 1.1 of these Terms. We do not accept service of legal proceedings by e-mail.
- 14.7 Any such notice or other information shall be deemed to have been received:
- if delivered personally, at the time of delivery;
 - in the case of first class post or e-mail, 48 hours from the date of mailing;
 - in the case of registered airmail, 5 days from the date of mailing; and
 - in the case of fax, at the time of transmission.
- Provided that if deemed receipt occurs before 9am the notice shall be deemed to have been received on that day, and if deemed receipt occurs after 5pm, the notice shall be deemed to have been received at 9am on the next business day meaning any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.
- 14.8 These Terms should be read in conjunction with the terms of our [Legal Notices](#) that can be found on the Website and you acknowledge and agree to be bound by those terms.
- 14.9 Except for our affiliates, directors, employees or representatives, a person who is not a party to a contract between us has no right under the UK Contracts (Right of Third Parties) Act 1999 to enforce any of these Terms but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 14.10 No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.11 Without prejudice to any other rights or remedies that Lollipop London may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach by you of the provisions of these Terms and that accordingly Lollipop London shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of these Terms. If legal action is necessary to enforce an agreement between you and us, or to obtain payment from you, then you will be responsible for any costs and legal fees incurred by us in that pursuit.
- 14.12 If any information on the Website is inconsistent with a provision of these Terms, then these Terms shall prevail. If any inconsistency arises between the Confirmatory Email and these Terms then these Terms shall prevail.