

StrongPup Terms & Conditions

1st January 2019

CONDITIONS OF USE

1. ACCEPTANCE OF TERMS

- a. Your access to and use of StrongPup ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using this Website.
- b. We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

2. THE SERVICES

- a. The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

3. CHILD SUPERVISION

- a. We are concerned about the safety and privacy of our users, particularly children.
This site is strictly an Over 18s website and is not to be viewed by Under 18s. If you are Under 18 please exit the site immediately.

4. PRIVACY POLICY

- a. We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

5. USER ACCOUNT, PASSWORD AND SECURITY

- a. If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities, which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will StrongPup be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

6. ACCEPTABLE USE

- a. You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. StrongPup will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.
- b. In using the Website/Services you agree not to:
 - i. Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise.

- ii. post, publish, distribute or disseminate material or information that is defamatory, other unsolicited messages, commercial or otherwise;
- iii. post, publish, distribute or disseminate material or information that incites
- iv. threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- v. use any information or material in any manner that infringes any copyright,
- vi. make available or upload files that contain a virus, worm, trojan or corrupt data
- vii. collect or store personal information about others, including email addresses;
- viii. advertise or offer to buy or sell goods or services for any commercial purpose,
- ix. impersonate any person or entity for the purpose of misleading others;
- x. violate any applicable laws or regulations;
- xi. use the Website/Services in any manner that could damage, disable, overburden
- xii. post, publish, distribute or disseminate material or information that you do not infringing, obscene, indecent, threatening, abusive, harassing or unlawful; discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise; of privacy and publicity) of others; trademark, patent or other proprietary right of any party; that may damage the operation of the computer or property of another; unless such communication facility specifically allows such messages; or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services; have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement); computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- xiii. attempt to gain unauthorised access to any of the Services, other accounts,
 - c. We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

7. TERMINATION

- a. We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services

8. LINKS TO THIRD PARTY WEBSITES

- a. The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that StrongPup is not responsible for the content or availability of any such sites.

9. INTERNATIONAL USE

- a. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

10. INTELLECTUAL PROPERTY RIGHTS

- a. The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.
- b. StrongPup does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

11. INDEMNITY

- a. You agree to indemnify and hold StrongPup harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against StrongPup by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable

legal costs and expenses) howsoever suffered or incurred by StrongPup in consequence of your breach of these Terms and Conditions.

12. DISCLAIMERS AND LIMITATION OF LIABILITY

- a. Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- b. To the extent permitted by law, StrongPup will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
- c. StrongPup makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- d. Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of StrongPup for death or personal injury as a result of the negligence of StrongPup.
- e. Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

13. SEVERANCE

- a. If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

14. GOVERNING LAW

- a. These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.

15. RISK AND RETENTION OF TITLE

- a. Risk of damage to or loss of the Goods shall pass to the Buyer on Delivery of the Goods.
- b. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- c. Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Supplier and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- d. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Buyer does so all money owing by the Buyer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- e. The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Buyer irrevocably authorises the Supplier to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements.
- f. The Buyer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if;
- g. The Buyer commits or permits any material breach of his obligations under these Conditions;
- h. The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
- i. The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- j. The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

ORDERS

Secure Online Payment

Strongpup use a secure online payment system via Paypal. Paypal account not required to make payment.

For customers registered to Paypal your Paypal statement will read StrongPup and your bank statement will read Paypal payment.

For customers not registered to Paypal your bank statement will read Paypal payment.

Discreet Packaging

We place all of our orders in discreet packaging with no visible branding.

Delivery

Your items are usually dispatched within 2 working days, but please allow 7 working days for delivery.

Choose Your Delivery Option

We use Royal Mail Tracked 24[®], Royal Mail Tracked 48[®] and Royal Mail International tracked & signed services and once your order is confirmed the tracking number will be available in your StrongPup account.

All Recorded Mail options will require a signature upon delivery. If no one is available to receive the parcel at the specified address, Royal Mail will leave a card detailing where the parcel can be collected or how to arrange a convenient redelivery. Any instruction given to Royal Mail asking for the item 'to be left' outside will be at the customers own risk and StrongPup cannot be held responsible for any subsequent damage, loss or tampering of the parcel.

Conditions

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller. Any complaints should be addressed to the Seller's e-mail info@strongpup.co.uk

Ordering

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 30 days.

Delivery

Goods supplied within the UK will normally be delivered within 7 working days of acceptance of order.

Goods supplied outside the UK will normally be delivered within 10 working days of acceptance of order.

Where specific delivery dates have been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

The Seller shall use its reasonable endeavors to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

Rights of seller

The Seller reserves the right to periodically update prices. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

The Seller reserves the right to withdraw any goods from its product list at any time.

The Seller shall not be liable to anyone for withdrawing any Goods from its product list or for refusing to process an order.

Warranty

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller.

All other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

RETURNS POLICY

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Website

StrongPup accepts unwanted items for refund or exchange for up to 14 days and an exchange only up to 30 days. Return postage is the sole responsibility of the buyer and StrongPup cannot accept

responsibility for any lost items sent to us in return. All we ask is that these products are unused or unworn as appropriate.

It doesn't matter if you don't like the size, shape or colour of your new product when it arrives, as long as it's not been used, and the packaging is undamaged, you can still return it.

You can try on your new clothing to see if it fits and feels good. If you don't like it, contact us for the returns address. Further information on how to contact us can be found under the contact us link.

Faulty items will be replaced or exchanged up to 30 days after purchase unless otherwise stated in the product specification.

In all cases you will need to tell us the details and reason of your return. After your return request has been approved StrongPup will wait for the delivery of the return item(s) and then the refund or exchange will be processed.

Should your unwanted item be returned to us in an unsanitary or used condition, we will have no choice but to decline your refund and return the item to you.

The above returns policy is only valid for purchases made through the StrongPup website and does not necessarily apply to purchases made with any 3rd party companies. Please contact your place of purchase for items purchased elsewhere.

Cancellation

If you wish to cancel or amend an order, please e-mail info@strongpup.co.uk quoting your full name and address, and the order number which appears in your order confirmation. Please note that you should assume that the order might be dispatched the same day from the point that you have submitted it, and once an order has been dispatched it can neither be amended nor cancelled and the returns policy will apply.

It is the customer's responsibility to ensure that items requested are the correct size before a purchase is made.