

Dupenny Terms & Conditions

By using this website you are deemed to accept the terms and conditions stated below. These terms do not supersede statutory rights under the Sale of Goods Act but are designed to clarify the principles and procedures by which we operate.

CURRENCY

All prices shown on this website are quoted in Great British Pounds Sterling and do not include VAT. Dupenny is not a VAT registered company. Data entry errors or other technical problems may result in inaccurate prices being shown. In such cases Dupenny is not required to honour such prices. If you see any price you believe to be incorrect please contact us immediately so we can verify it for you.

PAYMENTS

All payments are to be made in Great British Pounds Sterling. Our preferred method of payment is cash or PayPal, but we also accept bank transfers and cheques. Please make cheques payable to 'Dupenny' and write your cheque guarantee card number, guaranteed amount and expiry date on the back of your cheque. Cheques will require 7 (seven) working days for clearance before goods can be dispatched.

BANK FEES

The total amount shown on the invoice is the final and exact money due and must be received in full. The customer must pay all bank charges and fees incurred as a result of foreign payments. In order to avoid fees we recommend for overseas payments to be made via CHAPS bank transfer. In circumstances where fees are charged to Dupenny, your order will be delayed until the exact invoice amount has been received.

LATE PAYMENTS PENALTIES

Payment terms are strictly 30 (thirty) days standard. All sums due from the customer, which remain unpaid after the payment due date, shall accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding amount is settled in full.

STOCK

Due to our small-batch manufacturing methods we cannot guarantee that every item is in stock permanently. We aim to complete all orders within 4 (four) weeks. Custom and bespoke items may take longer. We may refuse to accept an order where the goods are not available.

If you have an urgent order we will make every effort to meet your needs. If this is the case, please contact us prior to placing your order to check our current lead-time for the item/s you wish to purchase.

DELIVERY

We aim to deliver your good as soon as possible and will email you when your order has been dispatched. Under no circumstances will goods be dispatched before payment has cleared.

The final price quoted on the payments page is the final price of the goods including estimated delivery to your stated destination. We use an integrated shipping calculator to estimate the cost to send goods to all regions. Our shipping charges include packaging and carriage via UK Royal Mail, UK courier or International courier to both home and overseas destinations. We are happy to ship to any destination in the world. We insure most goods over the value of £30 (thirty) Great British Pounds Sterling. We are unable to ship to PO Box addresses outside of the United Kingdom. Please contact us with any queries before placing your order.

We regret that we are unable to ship goods using couriers other than our own unless agreed in writing with our regular clients. In such agreements Dupenny will still charge a small packaging fee. Under no circumstances will we arrange consignments with, or pay money to couriers other than our own.

DUTIES & LOCAL TAXES

Purchasers are responsible for any duties and/or taxes levied at the point of entry into the destination country. A commercial invoice is provided with all goods shipped abroad.

DAMAGE & LOSS IN TRANSIT

We never knowingly ship damaged goods. Occasionally, however, things do get lost or damaged in transit. For this reason, our shipping charges include insurance where we deem necessary. As a general guideline our shipping costs include insurance on goods over the value of £30. Please contact us when placing your order if you would like to check whether your order includes insurance.

We retain proof of all postage. Once a parcel has left our hands, Dupenny is no longer responsible for any damage or loss of items, or any consequential loss to the customer. If your goods arrive damaged please advise us within 24 (twenty-four) hours and we will send replacement goods as quickly as we can.

IMPORTANT – Please be aware that once goods have been accepted and signed for, you are responsible for them.

You must check the contents of any parcel within 24 (twenty-four) hours whether it looks damaged from the outside or not, to ensure nothing has gone missing during transit. If your parcel arrives and looks damaged, we advise you to ask the courier to wait for you to inspect the contents. In the event that the goods are damaged please tell the courier you wish to reject the parcel. If you are unable to open the package in the presence of the courier, please sign for it as *'Damaged package; goods not yet inspected'* or similar to warn the courier that an insurance claim may be forthcoming. Please retain all relevant documentation and if possible take photos of any damage so that an insurance claim can be made against the carrier's insurers.

Whatever the circumstances, please contact us by email or telephone within 24 (twenty-four) hours with as much detail of the damage or loss as you can provide.

Please do not return damaged goods until requested to do so as this may incur unnecessary additional costs.

We cannot entertain a claim for goods lost or damaged in transit if the above has not been adhered to.

CANCELLATIONS, RETURNS & EXCHANGES

All of our products are designed and made with great care and, of course, we want you to be delighted with your purchase. However, if you are not entirely satisfied for any reason please see the following guidelines:

Online Purchases

If you purchased our products online, we operate under the Distance Selling Regulations. In this instance we allow a 7 (seven) day cooling off period. Please contact us within 7 (seven) days of receiving your goods to arrange an exchange or refund and return the item to us in its original condition and packaging within 14 (fourteen) days. Please be aware that postage costs and PayPal fees will be deducted from your refund unless the fault lies with Dupenny.

Face-to-face Purchases

If you purchased our products in person at one of our events we operate an exchange service only. Please contact us within 14 (fourteen) days to arrange an exchange and return the item to us in its original condition and packaging within 14 (fourteen) days.

Return Address

Dupenny, Unit 27, Level 6 North, new England House, New England Street, Brighton, East Sussex BN1 4GH.

A Returns Form is available to download from our website. Please complete this and return it with the package.

For your own protection you must obtain proof of posting or a shipping certificate from a courier when returning goods, whatever the reason for the return. Goods that are returned to us but are lost during shipping remain the customer's responsibility. A proof of posting will assist you in tracking any shipment which is reported as lost, damaged, mislaid or otherwise undelivered/undeliverable.

Exceptions

We regret that we are unable to issue refunds and exchanges for the following unless due to manufacturing faults:

Used or damaged goods if signed for

Postage & Packaging costs

Intimate items such as lingerie and cosmetics

Made to order items

Bespoke items/services that have been customized to suit your specific requirements

Custom Design Services & Bespoke Items

The customer may not cancel any orders for custom products or services once placed. Under exceptional circumstances and subject to our consent, cancellations will only be accepted by Dupenny in writing and under the condition that all costs and expenses incurred by Dupenny up to the time of cancellation, and all loss of profits and other loss or damage resulting to Dupenny due to your cancellation will be reimbursed to us by the customer.

COPYRIGHT, DISTRIBUTION & RE-SALE

Dupenny owns all copyright of designs and has full control over the use of designs, products we manufacture and the partners we choose to work with.

Due to continued brand and product development and strict licensing agreements, we regret that we are unable to sell our products for third party manufacturing purposes of any kind without prior written consent.

Once purchased, any further alterations to our products are strictly for personal use only. All Dupenny products are to be re-sold as original purchased from us and without third party alterations of any kind, unless otherwise agreed in writing by Dupenny.

TRADE DESCRIPTION ACT

Every care has been taken to ensure the descriptions, prices and specifications are correct on this website. However, while the colours displayed are a close representation, slight variations in the actual goods may occur. All dimensions are approximate. Some of our products are derived from natural materials and may be hand-printed or handmade. Shading and dimensions may vary slightly from the product pictured. We cannot confirm the price of a product until your order is accepted. Please note that in the event that an error is identified, non-acceptance of an order by us may occur, subject to your statutory rights.

AMENDMENTS TO THESE TERMS & CONDITIONS

We reserve the right to amend these terms and conditions at any time. Any such amendments will take effect when posted on the website and it is your responsibility to read the terms and conditions on each occasion that you do business with us. Your continued use of this website shall signify your acceptance to be bound by our latest terms and conditions.

PAYMENT & RETENTION OF TITLE

Under normal circumstances goods must be paid for prior to dispatch. If for any reason, goods or services are supplied prior to clearance of payment, title in the goods or services belongs to Dupenny until full payment for the goods or services has been received.

PRIVACY

We undertake to exercise all reasonable precautions to keep information supplied to us by customers strictly confidential. We do not supply any information to third parties but do use it to advise our customers of goods and services we feel may be of interest to them, unless instructed otherwise in writing.

Information supplied to us may be stored on a computer system for our convenience, but will not be supplied to any outside agency. We prefer to use the secure PayPal transaction services to process your credit card transactions since this service is completely independent of our organization and your credit card details are not divulged to us at any time.

NEWS & SUBSCRIPTIONS

By purchasing the products and services on this site you agree to be signed up to our monthly newsletter. You are able to un-subscribe from this at any time.

LEGAL STATEMENT

Duepenny's total liability for any claim howsoever arising shall not exceed the price of goods supplied by Dupenny to the customer. Dupenny is the trading name of Emily Dupen-Hopkins.

COPYRIGHT

Copyright in the design, text, graphics and photographs on this website is held by Emily Dupen-Hopkins, trading as Dupenny, and is protected by Intellectual Property Legislation worldwide. Where necessary we have credited photographers.

PLACE OF BUSINESS

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