



The Draper's Shop Online | Terms and Conditions

Part 1: Information about the MacDougall of Dunollie Preservation Trust

This website is owned and operated by Dunollie Preservation Trust, full name, "MacDougall of Dunollie Preservation Trust"; a company limited by guarantee, no. SC184105, registered charity no SC028091; having its registered office care of Jean Ainslie Smith and Co. 21 Argyll Square, Argyll Square, Oban, Argyll, Scotland, PA34 4AT. Our registered VAT number is 932 1135 61. Unless we say otherwise, we use the terms "Dunollie Preservation Trust", "we" and "us" to refer to the MacDougall of Dunollie Preservation Trust (including throughout the Website Terms and Conditions, the General Terms and Conditions of Sale, the Additional Terms and Conditions of Sale and the Privacy Policy).

If you want to ask us anything (whether about our products and services, this website, any of our terms and conditions or otherwise), then please email: thedrapersshop@dunollie.org

Part 2: Website Terms and Conditions

Website terms and conditions ("Website Terms") apply to your use of the Dunollie Preservation Trust website at <https://www.dunollie.org/thedrapersshoponline> (the "Website"). You must read these Website Terms carefully, and we recommend that you print and keep a copy for your future reference. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you do not agree to these Website Terms in their entirety, you must not use this Website.

Privacy Policy

These Website Terms supplement (and are in addition to) the terms of our Privacy Policy. Our Privacy Policy explains what personal information we collect about you when you use the Website, and you can view our Privacy Policy online. Please note that when you agree to these Website Terms you shall be deemed also to have read, understood and agreed to our Privacy Policy in its entirety.

Other applicable terms and conditions

If you order a Dunollie Preservation Trust product or service through the Website, our General Terms and Conditions of Sale will also apply. Depending on the product or service ordered, our Additional Terms and Conditions of Sale may also apply. These are set out below.

By ordering a Dunollie Preservation Trust product or service through the Website, you shall be deemed also to have read, understood and agreed to our General Terms and Conditions of Sale and (where applicable) our Additional Terms and Conditions of Sale.

Your use of this Website

You must only use this Website for lawful purposes, and you must not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website.

You may use, download and print content on the Website solely for your own personal use or internal business purposes. Other than for your own personal use or internal business purposes, you may not without our prior written consent:

- copy, reproduce, use or otherwise deal with any content on the Website
- modify, distribute or re-post any content on the Website for any purpose
- reproduce, crawl, frame, link to or deep-link into this Website on or from any other website
- use the content of the Website for any commercial exploitation whatsoever.

Use of this Website from outside the UK

The materials on this Website are displayed for the purposes of promoting Dunollie Preservation Trusts products and services in the UK, EU and overseas. Dunollie Preservation Trust, will accept orders for delivery to locations outside of the UK and these will be subject to customs, legal, regulatory and certain practical restrictions. Those who choose to access this Website from locations outside the UK or place orders for delivery to locations outside the UK are responsible for compliance with local laws if and to the extent local laws are applicable.

Password/account security

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. Dunollie Preservation Trust shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

Ownership of rights

All rights, including copyright and other intellectual property rights, in and to this Website are owned by or licensed to Dunollie Preservation Trust.

If you acquire any copyright or other intellectual property rights in the Website (whether by operation of law or otherwise), then you agree to assign those rights to us (including any rights you may have in user generated content that you submit through the Website) on a worldwide basis absolutely to the fullest extent permitted by law. You will also unconditionally and irrevocably waive any and all moral rights you acquire in or to the Website.

You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the Website.

Accuracy of content

To the extent permitted by applicable law, Dunollie Preservation Trust disclaims all representations and warranties, express or implied, that content or information displayed in or on this Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party.

The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of Dunollie Preservation Trust or any of its affiliates.

Damage to your computer or other device

Dunollie Preservation Trust uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, Dunollie Preservation Trust shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.

Links to other websites

We have placed links on this Website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. Except where required by applicable law, Dunollie Preservation Trust cannot accept any liability in respect of the use of these websites.

Exclusions of liability

We exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these Website Terms or your use of the Website.

Except to the extent required by applicable law, Dunollie Preservation Trust shall not be liable to any person for any loss or damage which may arise from the use of or reliance on any content or information displayed in or on this Website.

These exclusions shall be governed by and construed in accordance with Scottish law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Nothing in these Website Terms shall exclude or limit our liability for personal injury or death caused by our negligence. In addition, these Website Terms shall not limit or exclude any other liability that we are not permitted to limit or exclude under applicable law.

Other legal notices

There may be legal notices on other areas of this Website which relate to your use of the Website, all of which will, together with these Website Terms and our Privacy Policy (and, where applicable, the General Terms and Conditions of Sale and the Additional Terms and Conditions of Sale) govern your use of this Website.

Third party rights

Only you and Dunollie Preservation Trust shall be entitled to enforce these Website Terms. No third party shall be entitled to enforce any of these Website Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Entire Agreement

These Website Terms (including, where applicable, our Privacy Policy, our General Terms and Conditions of Sale and our Additional Terms and Conditions of Sale) set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

Law, jurisdiction and language

Any matter that arises out of your use of this Website (including any contract entered between you and us through the Website) shall be governed by Scottish law and subject to the exclusive jurisdiction of the courts of Scotland. All contracts shall be concluded in English.

Changes to these Website Terms

We reserve the right to change and update these Website Terms from time to time and recommend that you revisit this page regularly to keep informed of the current Website Terms that apply to your use of the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Website Terms.

Part 3: General Terms and Conditions of Sale

These general terms and conditions of sale ("General Terms and Conditions of Sale") apply to any order you place through the Dunollie Preservation Trust website at <https://www.dunollie.org/thedrapersshoponline> (the "Website"). You must read these General Terms and Conditions of Sale carefully. By placing an order through the Website, you confirm that you have read, understood and agree to these General Terms and Conditions of Sale in their entirety. If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product or service through the Website.

Additional Terms and Conditions of Sale

Certain products and services made available to you through this Website are subject to Additional Terms and Conditions of Sale in addition to the General Terms and Conditions of Sale. In particular, Additional Terms and Conditions of Sale (the details of which are supplied at the end of the document) apply to:

Made to Measure/Order
Vouchers
Jewellery
Cloth

These additional terms and conditions do not affect your legal rights.

Whenever you order any of the above products or services from Dunollie Preservation Trust, you agree that you have read, understood and agree to the Additional Terms and Conditions of Sale applicable to that product or service in their entirety. If you do not agree to the Additional Terms and Conditions of Sale applicable to that product or service in their entirety, you must not order that product or service. If there is any conflict between these General Terms and Conditions of Sale and any applicable Additional Terms and Conditions of Sale, then the Additional Terms and Conditions of Sale shall prevail to the extent of that conflict.

Website Terms and Conditions

Whenever you use this Website to order an Dunollie Preservation Trust, product or service, our Website Terms and Conditions will apply to your use of the Website in addition to these General Terms and be deemed to have read our Additional Terms and Conditions of Sale. By ordering a Dunollie Projects Ltd. product or service through the Website, you shall be deemed also to have read, understood and agreed to our Website Terms and Conditions.

Product and service descriptions

We have taken reasonable precautions to try to ensure that prices quoted on the Website are correct and that all products have been fairly described. However, when ordering products or services through the Website, please note that:

- orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on this Website
- all prices are displayed in pounds Sterling inclusive of UK VAT where applicable (save for our International Deliveries, please see the International Delivery section below for further detail) unless expressly indicated otherwise
- packaging may vary from that shown on the Website
- the weights, dimensions and capacities shown on the Website are approximate only
- whilst we try to display the colours of our products accurately on the Website, the actual colours you see will depend on your monitor and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery

- all items are subject to availability. We will inform you as soon as possible if the product(s) or service(s) you have ordered are not available and we may offer alternative product(s) or service(s) of equal or higher quality and value.

Gift Messages

If you order a product or service as a gift for a friend or relative, we may offer you the opportunity to add a gift message to your purchase. If you choose to use the gift message service, you acknowledge and agree that:

- the gift message service is provided for your own personal and non-commercial use only
- the gift message you instruct us to send on your behalf to a third party will not contain anything which could be construed as harassing, threatening, vulgar, abusive, obscene, defamatory, racist or which may cause embarrassment or distress to any person or which is otherwise unlawful or objectionable
- you will not impersonate any person, including but not limited to any of our employees or customers
- you are entirely responsible for the text and other content of your gift message and Dunollie Preservation Trust accepts no liability for any such content
- we do not pre-screen messages, but may monitor content from time to time for the purpose of guarding against unlawful or inappropriate gift message
- we have the right to refuse to send messages and to terminate access to the gift message service at any time and without liability to you.

Acceptance of your order

Please note that completion of the online checkout process does not constitute our acceptance of your order. Our acceptance of your order will take place only when we dispatch the product(s) or commencement of the services that you ordered from us.

If you supplied us with your email address when entering your payment details (or if you have a registered account with us), we will notify you by email as soon as possible to confirm that we have received your order.

All products that you order through the Website will remain the property of Dunollie Preservation Trust until we have received payment in full from you for those products.

During the checkout process, you will be asked to complete your payment details. All fields indicated as compulsory must be completed. Please note that we will collect and store your information, using an encrypted secure payment mechanism and will only use your information in accordance with our Privacy Policy.

All card payments are subject to authorisation by your card issuer and we take payment when we accept your order shortly before dispatch. If your payment is not received and you have already received the products you ordered from us, you must pay for the products or return those products to us in accordance with reasonable return instructions that we provide to you and in the same condition that you received them at your own expense. If you do not do this

within 30 days of the date on which we cancel your order, we may collect or arrange for collection of the products at your expense. We reserve the right to charge you for any and all damage to (or other adverse interference with) any products that are the subject of an unpaid order.

If we cannot supply you with the product or service you ordered, we will not process your order, inform you of this in writing (including e-mail) and, if you have already paid for the product or service, refund you in full as soon as reasonably possible.

Delivery (including delivery charges and timescales)

Please note that certain products and services may be subject to Additional Terms and Conditions of Sale relevant to the delivery charges and/or timescales applicable to that product or service.

Any delivery date quoted by Dunollie Preservation Trust verbally or in writing, is an estimate only. Time of delivery shall not be of the essence and Dunollie Preservation Trust shall incur no liability whatsoever in respect of any loss or damage arising as a consequence of any deviation from the timetable (if any) agreed between the buyer and Dunollie Preservation Trust.

Delivery will be to the UK or international address specified in your order. If no one is available at a residential or other address at the time of delivery, a note will be left to advise whether your order has been left in a safe place e.g. with a neighbour, or returned to depot.

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order.

We shall be under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control.

In the UK, delivery charge refunds can only be made in accordance with your legal rights under the Consumer Protection (Distance Selling) Regulations 2000 and other applicable legislation. Similar rights may apply for some international deliveries. For further information about your legal rights contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau for UK customers).

International Delivery

Due to customs, legal, regulatory and certain practical restrictions applicable to orders placed for international delivery, some of our products may not be available for delivery to certain destinations outside the UK. Dunollie Preservation Trust reserves the right to define what can and cannot be delivered to which destination.

Payment - Purchases will be made in pounds Sterling. International credit card providers or banks will determine the exchange rate and may add an additional processing or administration charge in relation to such payment which international credit card holders will be liable to pay.

Dunollie Preservation Trust products are sold on a delivery duty unpaid basis. The recipient may have to pay import duty or a formal customs entry fee prior to or on delivery. Additional taxes, fees or levies may apply according to local legislation and customers are required to check these details before placing an order for international delivery.

Occasionally, the supply of your product(s) or service(s) may be delayed or prevented for reasons beyond our control – for example, material shortages, supplier holidays or higher than anticipated demand. Where this is the case, we will, of course, make every effort to keep you informed but shall be under no liability to you for such delay or failure.

Your right to cancel

If you are a UK/EU consumer, you have the legal right, under the Consumer Protection (Distance Selling) Regulations 2000 to cancel your order within seven working days following your receipt of the goods or the date on which we begin provision of the services. Refunds for orders cancelled under the provisions of the Consumer Protection (Distance Selling) Regulations will be processed in accordance with your legal rights. For further information about your statutory rights, contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau if you are in the UK). If you are a non-EU customer, you can cancel and return goods under our 'Goodwill Refund Policy'.

If you wish to cancel (or are considering cancelling) a product or service you have ordered from us, please be aware of the following terms that apply:

- Applicability of cancellation rights: Legal rights of cancellation under the Distance Selling Regulations available for UK or EU consumers do not apply to certain products and services (for example, made to measure orders and personalised items);
- Additional cancellation terms: Where Additional Terms and Conditions of Sale are applicable to any product or service you have ordered from us, these may also govern your cancellation rights and you should review these carefully;
- Damaged or incorrectly supplied products: You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation or if you are unable to view the items on receipt, you must inform us (by post, phone or e-mail only) within a reasonable period of time. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.
- Other cancelled products: If you want to cancel products that are not damaged or incorrectly supplied, then you must inform us of this within seven working days following the date of receipt in accordance with the Distance Selling Regulations or otherwise as soon as possible. You must take reasonable care of the products that you wish to cancel and not use them. Products should be returned in their original packaging promptly at your cost which will be notified to you at the time of cancellation.

This is not intended to be a full statement of all your rights under the Distance Selling Regulations. Full details of your rights under the Distance Selling Regulations are available in

the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

The Regulations do not apply to made to order items and personalised garments and jewellery. Full details of how to exercise your rights under the Regulations are set out in the dispatch notification email.

Damage during the course of returning products: If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

Collection: For certain, larger products, we may offer to arrange collection on your behalf and, where this is the case, you will be responsible to pay the costs of such collection (which we will notify to you in advance).

If you cancel your order in any of the circumstances set out above save for cancellation under the provisions of the Distance Selling Regulations, we will refund any money paid by you after any products, which have been delivered to you, are returned to us. In the case of damaged or incorrectly supplied goods, we may offer you a replacement product. Any refunds given by us will be made to the debit/credit card account provided when you placed your order and will be subject to our right to withhold amounts for products which are damaged on return or for which we arrange collection, as outlined above.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can return the goods to us (or arrange for us to collect them).

For further details about how to exercise your cancellation rights, please see the Returns and Refunds section of the Help pages to this Website.

Our Goodwill Refund Policy

Our "goodwill" returns' policy does not affect your legal rights under the Distance Selling Regulations or other legislation.

Our "goodwill" refund or exchange (where there is no legal right to a refund or exchange under the Distance Selling Regulations or otherwise) is offered on clothing when goods are returned in a resalable condition with a receipt or parcel summary document within 30 days of purchase.

Earrings for pierced ears, vouchers, and made to measure items including cushions, curtains and garments are excluded from goodwill returns. These items can only be refunded or exchanged in accordance with your legal rights. Additional Terms and Conditions of Sale apply to some of these items.

Most eligible products can be by post. When items are returned by post, the credit adjustment

is made to the credit, debit, charge card account or gift card used as payment for the original order.

If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

Liability

There are certain liabilities which we cannot exclude by law and nothing in these General Terms and Conditions limits our liability for personal injury or death caused by our negligence or for fraud.

You have certain rights as a consumer, including legal rights relating to faulty or mis-described goods. For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. Nothing in these General Terms and Conditions will affect these legal rights and, in particular, we will perform our obligations under these General Terms and Conditions with reasonable care and skill.

Any products we supply to you will be of satisfactory quality. If we deliver a product to you that is not of satisfactory quality, you can contact us for a repair or replacement or, where this is not possible, for a refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions. We will not be liable to you if we are prevented or delayed from complying with our obligations under these General Terms and Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

You must follow any advice we give you to keep products we supply to you safe (including any instructions or product manuals provided with the products). We cannot accept liability for damage to products we have supplied which is caused by your failure to follow this advice.

In any event we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

Other important terms

We may update or amend these General Terms and Conditions of Sale from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

These General Terms and Conditions of Sale supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

You may not assign or sub-contract any of your rights or obligations under these General Terms and Conditions of Sale to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under these General Terms and Conditions of Sale to any third party at our discretion.

No relaxation or delay by us in exercising any right or remedy under these General Terms and Conditions of Sale shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

If any of these General Terms and Conditions of Sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these General Terms and Conditions of Sale shall remain in full force and effect.

Only you and we shall be entitled to enforce these Terms of Sale. No third party shall be entitled to enforce any of these Terms of Sale, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These General Terms and Conditions of Sale are governed by Scottish law. In the event of any matter or dispute arising out of or in connection with these General Terms and Conditions of Sale, you and we shall submit to the exclusive jurisdiction of the Scottish courts.

Part 4: Additional Terms and Conditions of Sale

Made to Measure/Order Items

- As your made to measure/order item is made specifically for you, once payment is taken, no changes to the order or any cancellation may be made, except in accordance with your legal rights (examples of when returns are acceptable for made to measure shirts, in accordance with your statutory rights, are set out below. Please note that the cancellation right under the Consumer Protection (Distance Selling) Regulations 2000 does not apply to made to measure garments.
- Additionally we will only accept returns in accordance with your legal rights; for example:
 - if there is a fault with your item
 - if the item has not been manufactured as specified;
 - if the sizing of the item relating to the sleeve length or body is incorrect.
- If you are returning an item due to a fault, or you believe it has not been made to the specification given by you, we will re-make a new item to the correct specifications provided that you notify us of the fault within 28 days following your receipt of the garment. We will contact you by email to update you on the progress of your order.
- Goods should be returned in the original packaging. Take the parcel to any post office, and obtain a receipt as proof of purchase.

Vouchers

- Vouchers can only be redeemed on the Website (subject to website terms and conditions).
- They may be exchanged for goods of a higher price than the face value of the voucher card on payment of the difference.
- If any product purchased with a voucher is subsequently exchanged for a product of a lower price or a refund, any money owing will be added to the remaining balance on the voucher.
- Vouchers cannot be exchanged for cash.
- If you do not spend the entire balance on the voucher the remaining balance will be updated after each transaction and shown on your online account.
- Vouchers have a maximum value limit of £5.
- Vouchers will be valid for 12 months from the last transaction (transactions include balance enquiries). Any remaining balance will be cancelled on expiry of the validity period.
- Please see online account for balance enquiries or contact us by phone on 01631 570550.
- Dunollie Preservation Trust will not accept liability for lost or stolen vouchers.
- Dunollie Preservation Trust reserves the right to amend the terms and conditions of vouchers at any time and to take appropriate action, including the cancellation of the voucher if, at its discretion, it deems such action necessary. This does not affect your legal rights.

Jewellery

- Any earrings for pierced ears purchased from the Website cannot be returned. These include drop earrings and studs.
- Dunollie Preservation Trust is not liable for any damage caused to any of our jewellery products by submersion in water or any other liquid after despatch from our premises. This does not affect your legal rights.

Cloth

- Dunollie Preservation Trust reserves the right to withdraw products from the Website without prior notice.
- While every effort is made by Dunollie Preservation Trust to provide continuity of shade throughout all products, Dunollie Preservation Trust provides no guarantee in respect thereof.
- Where you require an exact shade match of products, this should be specified by you in your order and a stock cutting should be requested. You will be liable for any charge rendered by Dunollie Preservation Trust for providing such stock cutting.
- Where the Stock Cutting has been received and you wish to order further products from that roll of cloth, you shall provide Dunollie Preservation Trust with the order for such further products within 14 days of receipt of the stock cutting and shall include Dunollie Preservation Trust order reference number for the stock cutting in the such order.

- As Dunollie Preservation Trust fabrics are manufactured principally from natural fibres and are subjected to a wide variety of mechanical processes, Dunollie Preservation Trust provides no guarantee in respect of the sizing of repeat patterns, checks and setts within the same products.
- Dunollie Preservation Trust reserves the right to set the minimum length of fabric available for sale.

This policy has been written by the Dunollie Preservation Trust staff team and approved by the Dunollie Preservation Trust.