

TERMS & CONDITIONS



David Shepherd Wildlife Foundation (DSWF) and DSWF Trading Company are dedicated to providing a first-class service. These Terms apply to the entire contents of this website and to any downloaded or streamed content. The Privacy Statement and Cookie Policy also form part of these Terms and Conditions (together referred to as 'Terms').

1. OUR DETAILS

Access and use of this website is provided by:

David Shepherd Wildlife Foundation (DSWF), a Registered Charity (No. 1106893) and a company limited by guarantee registered in England and Wales (No. 4918382) with VAT registration number 414001815 and DSWF Trading Company Limited, a wholly owned subsidiary of DSWF, is a private limited company registered in England and Wales (no 1838820) with VAT registration number 413923467.

The registered address for both organisations is One Bartholomew Close, London, EC1A 7BL and business address is Saba House, 7 Kings Road, Shalford, Surrey GU4 8JU

References in these Terms to 'we' or 'us' are to DSWF and DSWF Trading Company Ltd.

2. CHANGES

We may change these Terms at any time, in which case the amended Terms will be posted on the website and will apply from the date we post them.

3. PRIVACY

We take your privacy very seriously and will treat all of your personal information in accordance with applicable data protection laws in England and Wales. Please read our [Privacy Statement](#).

4. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all copyright, trademarks and other intellectual property rights in the website and all photographs, designs, images, text, software, data, audio, video, files and other material in the website or material generated by or transmitted from the website are owned by us or our licensors. You are permitted to use the website only as expressly authorised by us.

No use of DSWF website material may be made without first obtaining our written permission. In particular, you must not do the following unless you have first obtained our written permission: –

- i.** incorporate any DSWF website material in any other work, broadcast or publication, whether in hard copy or electronic form; or
- ii.** make any commercial use or publish any DSWF website material (other than as necessary for the purpose of viewing or listening to the website in the course of business); or
- iii.** perform, broadcast or otherwise transmit, post, share or make available to the public any DSWF website material.

If you wish to use any DSWF website material other than in accordance with the Terms above please email your request to dswf@davidshepherd.org

The DSWF name and logo are trademarks registered to DSWF. The TigerTime name is a trademark registered to DSWF. Other logos and names used on the website may also be the trademarks of DSWF or their respective owners. No permission is given by us in respect of the use

of any such trademarks, names or logos and such use may constitute an infringement of the holder's rights.

5. DISCLAIMER

The information provided in our website is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation.

6. LINKS

Our website may contain links to third party websites. Such links are provided for your convenience only. We do not control such websites and are not responsible for their contents. The inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators. If you decide to access any of the third-party websites linked to from this website, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages.

If you wish to link from your website to our website you may do so only on the basis that you link to, but do not replicate, the home page, and subject to the following conditions: –

- i.** The linking text must simply consist of the website address;
- ii.** You do not remove, distort or otherwise alter the size or appearance of any logos on the website;
- iii.** You do not in any way imply that DSWF is endorsing any products or services;
- iv.** You do not misrepresent your relationship with DSWF nor present any other false information about it;
- v.** You do not otherwise use any DSWF trademarks displayed on our websites without our express written permission;
- vi.** You do not link from a website that is not owned by you; and

vii. Your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to our websites.

7. MAKING A DONATION AND A PURCHASE

PAYMENT

One-off payments are made by debit card and credit card, using the **Stripe** payment system and **PayPal**. We accept all major cards, excluding American Express.

Regular payments for our Wildlife Shepherds and adoptions schemes are by debit and credit card, using **Paypal** and by direct debit using **GoCardless**. Payments made from outside the UK will be converted by your card provider into sterling at their current rate of exchange.

The transfer of the purchase details from us to these providers are encapsulated using encrypted and digitally-signed protocol. All transaction information passed between us and their systems are encrypted using 128-bit SSL certificates. No cardholder information is ever passed unencrypted.

Please see our [Privacy Policy](#) for details of the storage and use of your personal information.

DELIVERY

Once your payment has been authorised we aim to dispatch your order within 7 days of receipt of the order, but please allow up to 14 days at busy times of the year. Delivery to customers outside the UK may take longer.

EXCHANGES, RETURNS & REFUNDS

Our aim is to operate a simple, straightforward approach to exchanges, returns and refunds and to be as helpful as possible in trying to resolve the problem to your satisfaction. As a customer you have rights under the Consumer Rights Act 2015 and we operate our policies according to that legislation.

If any item you purchase from us is faulty or damaged when you receive it we will arrange for the item to be replaced. We will require you to notify us within 48 hours of receiving the item and to return the faulty item to us within 30 days of your original receipt, for which we will reimburse postage costs once we have received back the faulty item.

In the unlikely event that we send you the wrong item you will need to notify us within 48 hours of receipt of the item and we will make arrangements for the collection of the wrong item and arrange for the correct item to be dispatched to you.

Covid-19: We aim to organise deliveries in a timely manner and in accordance with these Terms and Conditions. However, this could be affected, and timelines increased due to the current restrictions around the Covid-19 pandemic. Please do bear with us and we will advise immediately if timings are affected for this or any other reason.

If you find that the item you have ordered is not what you wanted please let us know within 14 days of you receiving the item and return the item to us within 14 days of notifying us. We will refund you in full for the cost of the goods including the original delivery charge if the goods are returned unused and in the same condition. Alternatively, we can provide an exchange of goods.

Under charity law, charities are not permitted to refund donations, other than in specific circumstances. Please contact us if you require further information on applying for a refund.

For all communications regarding exchanges, returns and refunds please contact us on **01483 272323** or by email to dswf@davidshepherd.org. In the unlikely event of a dispute, please contact Citizens Advice for information on Alternative Dispute Resolution providers in the UK.

Terms and Conditions for sales of items from the Wildlife Artist of the Year online exhibitions and other associated activities.

- 1.** Our website Terms and Conditions apply unless otherwise stated below.
- 2.** The price and description of the goods are displayed on our website. Such information is subject to change without notice.
- 3.** The price you shall pay for the goods is the price displayed on our website at the time we receive your order. The price of the goods is inclusive of VAT if this applies but is exclusive of delivery cost.
- 4.** Delivery of the goods can only take place after payment has been received in full. Delivery options and associated costs will be discussed with you at the time of sale and we can advise on suitable couriers or shippers. In most cases delivery will be made direct from the artist. It is the buyer's responsibility to ensure that the delivery method they choose is appropriate for the artwork in terms of security and insurance for the artwork. DSWF does not accept any liability for missing artworks or artworks damaged in transit.
- 5.** We endeavour to ensure that all of the items shown on the website are accurately represented. There may, however, be some slight variations (and this should be expected with original artwork), between what you see and what you receive, which you agree to accept, provided the variations are not substantial. All items are sold framed unless it is a sculpture, canvas or specified otherwise.
- 6.** The price of the goods is payable in full on the placing of the order and the ownership of the goods passes to you at the time of payment. If the goods are not paid for in full, they shall remain our property until payment is received from you and will remain available for sale. The cost of delivering the artwork is not included in the sale price (unless otherwise specified), and any delivery cost is payable by the buyer.

8. COOKIES

We use 'cookies' to enhance your experience on our website. Cookies mean that the website will remember you for a particular purpose and for a particular length of time.

Our policy on Cookies can be found in our [Privacy Policy](#).

9. GOVERNING LAW

These Terms are governed by and shall be construed in accordance with English Law, and any claim brought under the Terms shall be subject to the exclusive jurisdiction of the English Courts.