Website terms and conditions: supply of services to consumers (B2C)

# *Add/delete information in brackets as appropriate*

**Terms and conditions**

These terms and conditions for supply of services to consumers online state the basis on which we [your business name] will supply services to consumers.

These terms and conditions are the contract between you and [our name] (“us”, “we, etc) so please read these terms and conditions carefully. By purchasing goods on this site, you agree to be bound by these terms and conditions. If you are not willing to be bound by these terms and conditions, please do not purchase goods on this site.

[Insert Domain Name] (“site”) is owned and operated by [insert Company Name], a company registered in the Republic of Ireland under company number [Insert company number] and with our registered office at [insert registered office address], business address at [insert business address] and vat number is [insert VAT number].

**OR**

[Insert Domain Name] (“site”) is owned and operated by [insert name of person], a sole trader with my principal place of business at [insert business address] and vat number is [insert VAT number].

You can get hold of us in any of the following ways:

1. by telephoning us on [telephone number];
2. by emailing us at [email address]; or
3. by writing to us at [address].

For information about how we collect and use your personal information, please see our general **OR** website privacy notice, which is available at web address for privacy notice.

[We only supply our services in Ireland].

Separate terms apply to the use of our website. You can find those terms and conditions here: [link].

**Changes to terms**

We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time and each such change shall be effective immediately upon posting.

Please check these terms and conditions periodically for changes.

The terms that apply to you are those posted here on Our Website on the day you order Services.

Your continued use of this site and purchase of goods on this site following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every purchase.

If any revised terms apply to your order, we will notify you of the changes. If you intend to cancel the Contract with us upon such changes, you may cancel either in respect of all the affected services or just the services you are yet to receive. If you opt to cancel, you shall return relevant goods you have already received and we will refund the price you have paid, including any delivery charges in accordance with our returns policy.

**Our contract with you**

This agreement contains the entire agreement between us and supersedes all previous agreements and understandings between us.

Each party acknowledges that, in entering into this agreement, he/she does not rely on any representation, warranty, information or document or other term not forming part of this agreement.

If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.

The price of Services may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Services.

If in future, you buy Services from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

We do not sell the Services in all countries. We may refuse to deliver the Services if you live in a country we do not serve.

**Acceptance of your order**

When you place an order with us, the legal contract between you and us will only come into existence when we tell you that we can supply the services to you, [which we will usually communicate by email]. If we tell you that we cannot supply the services to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to supply the services, and we have already received payment from you, then we will promptly refund you for any goods that we cannot provide to you.

If there is any conflict between these Terms and any term of the Order, the Order will take priority.

**Changes to services**

If you would like to make a change to the services for which you have already placed an order, please contact us [as promptly as you can] **OR** [describe your preferred means of being contacted]. We will always be willing to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes to price, times for delivery, any suspension period whilst any changes are made, or any other consequences or changes arising from your request. If your requested change is possible, we’ll ask you to confirm that you would like to continue with the change, to ensure that we’re both clear on how we need to fulfil your request.

In some circumstances, we may need to make minor changes to the goods that you ordered. As these are minor changes and will not affect your use of the services, we will not usually contact you about these. These minor changes are likely to be:

1. because we need update the services to implement a change in the law or a regulatory requirement; and/or
2. because we need to make minor technical changes or enhancements that will not affect your use or enjoyment of the services.

It is possible that, exceptionally, we may need to make a more major change to the services. If these exceptional circumstances arise in relation to an order that you have placed with us, then we will contact you before we make the change to let you know. If you do not want to proceed with the change, you’ll be entitled to cancel the contract and the cancellation terms of these terms and conditions will apply.

[The changes that we expect to fall under this section are:

1. EXPLAIN LIKELY CHANGES.]

**Price**

The price of the services will be the price set out on our website at the time when you place your order. Our prices include VAT at the current rate.

We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your order, we usually try to check the website price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the website price, then we will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the website price, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract, the cancellation terms of these terms and conditions will apply).

Any costs for delivery of the services [and other costs associated with the services] will be the amounts that were set out in the order process on our website.

We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your order, we usually try to check the website price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the website price, then we will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the website price, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract the cancellation terms of these terms and conditions will apply).

**Payment**

When you need to pay us depends on whether the services are one-off or ongoing:

1. For one-off services, you must make a prepayment of number% of the price £amount before we begin to supply the services. You must pay the remainder of the price on completion of the services. Invoices must be paid within number days of the date of the invoice;

**OR**

For one-off services, we will invoice you on completion of the services. Invoices must be paid within number days of the date of the invoice;

**OR**

For one-off services, we will invoice you ﻿weekly **OR** monthly, ﻿in advance **OR** in arrears﻿ for the services until the services have been completed. Invoices must be paid within number days of the date of the invoice;

1. For ongoing services, we will invoice you ﻿weekly **OR** monthly, ﻿in advance **OR** in arrears﻿ for the services. You must pay invoices within number days of the date of the invoice.

**OR**

You agree to make a prepayment of € amount﻿ **OR** ﻿number% of price﻿ before we begin to supply the services. The remainder of the price will be payable on completion of the services. Invoices must be paid within number days of the date of the invoice;

**OR**

We will invoice you on completion of the services. Invoices must be paid within number days of the date of the invoice;

**OR**

We will invoice you ﻿weekly **OR** monthly, ﻿in advance **OR** in arrears﻿ for the services until the services have been completed. You must pay invoices within number days of the date of the invoice;

**OR**

We will invoice you ﻿weekly **OR** monthly, ﻿in advance **OR** in arrears﻿ for the services. You must pay invoices within number days of the date of the invoice;

We accept payment by [explain how you accept payment – for example cash/credit card/debit card/cheque].

[If you do not pay us on time, we may charge you interest at the rate of 2% a year above the base rate of BANK from time to time. The interest will accrue each day from the date that the amount you owe us was due, until the date you make payment of the amount that is overdue. It will accrue whether or not it is before or after any court judgment. You must pay the interest to us when you make payment to us of the amount that is overdue. If you write to us and request it, we will send you a statement of the interest you owe us to date, and the additional amount being added each day.]

Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Euro will be borne by you.

[Any information given by us in relation to exchange rates are approximate only and may vary from time to time.]

**Security of your credit card**

We take care to make Our Website safe for you to use.

Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

**Supply of services**

Before you place your order, [on our order pages], we will let you know when we will supply the services to you. Supply times will depend on whether the services you have ordered are one-off or ongoing:

1. For one-off services, we will begin supplying the services on the date we agreed with you when you placed your order and the approximate date for completion of the services will be the date we advised you when you placed your order;
2. For ongoing services, we will supply the services to you until the services have been completed or the contract is cancelled by you or by us or until we withdraw the services;

We will contact you if we are delayed in supplying the services to you because of circumstances which are not within our control. If we contact you within a reasonable time to let you know about this, then we will not be responsible for any delays due to those circumstances. However, if the delay continues beyond a reasonable amount of time, then you can contact us to cancel the contract, and we will provide you with a refund for any services that you have paid for but not yet received.

**Suspension**

If something happens that means we must suspend the supply of the services to you, for example:

1. to make minor technical adjustments or to resolve technical issues;
2. to update the services to implement a change in law or any relevant regulatory requirement,

then we will contact you to let you know.

We will usually let you know in advance of any suspension unless it is an emergency – in which case, we will let you know as soon as reasonably possible. If we do suspend the supply of services, your payment will be adjusted so that you do not pay for the relevant suspended item during the period of suspension.

If we are going to suspend the supply of a service for more than [time period] then you may contact us to cancel the contract. We will provide you with a refund for the relevant service for which you have made payment but have not yet received.

**Your obligations**

We will inform you [in the description of the services on our website **OR** during the order process] of information that we need from you in order to supply you with the services. We will contact you to request this information.

If you don’t provide us with this required information in a reasonable time, or if information that you give us is not accurate, we may cancel the contract, or we may charge you for the additional costs that we incur as a result.

If you don’t give us required information within a reasonable time, we will not be liable to you if this causes a delay in providing you with the goods, or if we do not provide any part of them to you.

[So that we can supply the services, you will need to allow us access to your property. If you do not allow us access to your property at the time and date arranged with you, we will contact you for instructions about what to do next and we may charge you for the additional costs that we incur as a result of you not allowing us access. If we are still not able to make arrangements with you for access to your property, then we may cancel the contract.]

**Faulty services**

We hope that you are satisfied with the services that we have supplied to you; but if there is a fault with them, then please contact us using the details set out in these Terms.

We must supply services to you that meet your consumer rights.

This paragraph provides you with a summary of your consumer rights if there is a fault with the services that we have supplied to you. However, this is only a summary of your key rights. If you need more detailed information, you can contact Citizens Advice on www.citizensadvice.ie.

If we have supplied you with services, the Sale of Goods and Supply of Services Act says:

* 1. You can ask us to repeat or fix a service if it’s not carried out with reasonable care and skill – or get some money back if we can’t fix it.
  2. If you haven’t agreed a price beforehand, what you’re asked to pay must be reasonable.
  3. If you haven’t agreed a time beforehand, the services must be carried out within a reasonable time.

Your rights as summarised above are in addition to any cancellation rights that you may have during the cooling-off period, which are explained below.

**Cooling-off Period**

Your rights to cancel during the cooling-off period are in addition to and are separate from your other rights to cancel the contract. Those other rights are set out in the right to cancel section below. [The cancellation rights during the cooling-off period do not apply to any purchases that you have made in our shops].

When you purchase services from a website, in most cases you will have the right to cancel the contract (under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (the “Regulations) within the cooling-off period because you have changed your mind. If you rely on these cancellation rights to cancel the contract during the cooling-off period, you do not have to provide us with any reason for cancelling.

For services, you have up to 14 days after the day we contact you to accept your order to cancel the contract However, it is subject to certain exceptions, which are set out below.

If any of the following circumstances applies to the services that you have ordered, then the cancellation rights during the cooling-off period do not apply to you and you will not have the right to cancel the contract in respect of those services because you have changed your mind:

1. if the services have been completed;
2. if you requested us to carry out urgent maintenance or repairs;
3. if the services are for accommodation, vehicle rental services, catering services, other services related to leisure activities and if the contract for those services is for a specific date.

If you want to cancel the contract because you have changed your mind, you should let us know before the end of the cooling-off period by contacting us and including your name, email address, address and order details providing a clear statement that you want to cancel.

If you cancel the contract during the cooling-off period after we have begun services because you have requested us to begin the services during the cancellation period (but before we have completed them), then you will have to pay us for the services that we have supplied to you up to the point at which you let us know that you want to cancel the contract because you have changed your mind. The costs will be a proportion of the total price of the services.

If you cancel the contract during the cooling-off period because you have changed your mind, then we will provide you with a refund for the services. We will provide you with a refund within 14 days of the day after you let us know that you want to cancel the contract.

**Your rights to cancel the contract**

In addition to your rights to cancel the contract during the cooling-off period set out above, if any of the following circumstances apply, you have the right to cancel this contract immediately:

1. we have informed you that there was an error with the price or the description of the services when you placed the order, and you now do not wish to proceed based on the correct price or description;
2. we have informed you that we need to make a major change to the services and you do not want to proceed with the change;
3. there is a significant delay in supplying the services to you, because of circumstances that are not within our control;
4. we have informed you that we need to suspend the supply of services to you for more than [period]; or
5. you have some other legal right to cancel the contract because of something we have done.

If you do cancel the contract for any of the above reasons then we will provide you with a refund for any services that you have paid for but we have not yet supplied, or we may provide you with a refund for any services that have not been properly supplied to you. In certain circumstances you may also be entitled to further compensation.

If there is a fault with the services that we have supplied to you, please see section 10 of these terms and conditions.

If you are cancelling the contract for any other reason that is not set out above, then the contract will end immediately and we will provide you with a refund for any services that you have paid for but not yet received. However, we may make a reduction from the refund due to you; or if you are not due a refund because you have not yet made payment, then we may charge you an amount of reasonable compensation for costs that we incur due to you cancelling the contract.

**OR**

If you are cancelling the contract for any other reason that is not set out above, then the contract will end in [period] and you will continue to pay us for any services supplied during that period. If you have made payment for services that is/are to be supplied to you after that period, we will provide you with the relevant refund.

## Liability if you suffer loss or damage

If we do not comply with any section of these terms and conditions, or we do not use reasonable care and skill in supplying the services to you, then we are liable to you for loss and damage that you suffer and that we cause, so long as the loss or damage that is caused is foreseeable. Loss or damage is foreseeable if it is obvious to a reasonable person that it will happen because of us breaking the contract, or if it is obvious that it might happen because of something you told us about when we entered into the contract.

[Where we are supplying services at your property, we will make good any damage that we cause to your property whilst supplying the services.]

We do not limit or exclude our liability to you, where we are not allowed to do so by law. This means that we do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the services or for providing you with defective items under the Consumer Protection Act.

If we provide any advice to you, including in any instructions or manuals provided to you with the services, then you should follow these carefully. We will not be liable to you for any damage that is caused due to your failure to follow such advice or instructions.

We only supply services for private and domestic use. We do not supply them for business or commercial use. If you do use the services for business or commercial use, we will have no liability to you for loss of profit, loss of business, loss of opportunity or loss of goodwill.

**Our rights to cancel the contract**

If you don’t comply with your obligations in these terms and conditions, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:

1. you do not pay us on time and you do not pay us within [5] days of us telling you that payment is overdue;
2. you do not provide us with information that we have requested from you within a reasonable time;
3. [if we are supplying services at your property, you do not allow us entry to the property or re-arrange a time for entry to the property]

If we cancel the contract because you have not performed your obligations, we will provide you with a refund for any services for which you have paid but not yet received. However, we may make a reduction from the refund due to you, or if you are not due a refund because you have not yet made payment, then we may charge you, [€ AMOUNT as compensation for any costs that we incur due to having to cancel the contract **OR** an amount of reasonable compensation for costs that we incur due to having to cancel the contract].

# Circumstances beyond our control

## If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.

## Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

## If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms:

## you will be notified as soon as reasonably possible; and

## the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control. If the delivery date is affected by the Circumstances Beyond Our Control, we will reschedule the delivery date with you after the Circumstances Beyond Our Control are over.

## If Circumstances Beyond Our Control occur and you do not wish us to provide the services, you may cancel the contract. We may cancel the contract if the Circumstances Beyond Our Control continues for more than [number] weeks.

#### **[If we stop supplying services**

If the services with which we supply to you are supplied on an ongoing basis (and are not a one-off purchase), we may decide at some point in the future to stop supplying them. If we decide to stop supplying them, we will contact you at least PERIOD before we stop supplying them, to let you know. If you have made payment for services that we will no longer be supplying to you, we will give you the relevant refund for what you will not receive.]

# Notice

## Any notice to us should be in writing and sent to us by e-mail, by hand, or by pre-paid post to [insert company name] at [insert address and/or e-mail address].

## Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the Order.

# Miscellaneous

We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms and conditions.

You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.

If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.

If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.

Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract

## Each paragraph of these Terms are separate and distinct from each other. If any court or relevant authority determines any of paragraphs of these Terms is unlawful, then such determination will not affect other paragraphs and all other remaining paragraphs will remain in effect and full force.

## Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.

## Irish law governs these Terms and contract between you and us. Irish courts will have jurisdiction on any dispute that may arise out of this Terms or contract between you and us.

# Contact us

## For any questions or queries you can contact us at [insert number] or e-mail us at [insert e-mail address].