**Website Terms and Conditions for Sale of Goods & Supply of Services to Consumers (B2C)**

***Add/delete information in brackets as appropriate***

1. **Terms and conditions**

These terms and conditions are for the sale of both goods and services to consumers online and state the basis on which we [your business name] will supply goods and 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 website privacy notice, which is available at [link to privacy policy].

If, in these terms and conditions, we say that either of us may contact the other in ‘writing’, then this means it can be by letter or by email.

[We only sell goods and/or services in Ireland].

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

1. **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 Goods or Services.

Your continued use of this site and purchase of goods and/or services 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 goods or just the goods 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.

1. **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.

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 provide the goods and/or services to you which we will usually communicate by email. If we tell you that we cannot provide the goods and/or services to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to provide the goods and/or services, and we have already received payment from you, then we will promptly refund you for any goods and/or services that we cannot provide to you.

1. **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 provide the goods and/or services to you, [which we will usually communicate by email]. If we tell you that we cannot provide the goods or services to you for whatever reason, then we will not charge you for it. If we tell you that we are unable to provide the goods or services, and we have already received payment from you, then we will promptly refund you for any goods or services 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.]

1. **About the goods**

Any descriptions or images of the goods, and the packaging in which they are provided, which are set out on our website, are for illustration only. While we endeavour to be as accurate and consistent as possible, the goods may be slightly different to those descriptions or images.

[Many of our goods are handmade, which means that the size, dimensions or weight of the handmade goods may vary by up to 3% above or below the amounts quoted on our website.]

[If you place an order for goods that are to be made to measurements that you have given to us, then you must ensure that those measurements are accurate. You are responsible for them.]

1. **Changes to goods and/or services**

If you would like to make a change to the goods and/or 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 and/or services that you ordered. As these are minor changes and will not affect your use of the goods and/or services we will not usually contact you about these. These minor changes are likely to be:

1. because we need to update the goods and/or 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, handling or enjoyment of the goods and/or services.

It is possible that exceptionally, we may need to make a more major change to the goods and/or 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 our cancellation terms of these terms and conditions will apply.

1. **Price**

[The price of the goods and/or services will be the price set out on our website at the time when you place your order.]

**OR**

[The price is as et out in the order]

Our prices include VAT at the current rate. However, if there is a change in the rate of VAT between the date of the Order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid full purchase price prior to the change in the rate of VAT takes effect.

## [Any costs for delivery of the goods [and any costs for installation of the goods] [and other costs associated with the goods] are not included in the price specified for a good and will be added to the due amount.]

***OR***

[Any costs for delivery of the goods [and any costs for installation of the goods] [and other costs associated with the goods] will be the amounts that were set out to you 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 by mistake, we have under-priced Goods and/or services, we will not be liable to supply those Goods and/or services to you at the stated price, provided we notify you before we dispatch to you.

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 goods and/or services and any costs for installation of the goods and other costs associated with the goods and/or services will be the amounts that were set out to you in the order process on our website.

1. **Payment**

When you need to pay us depends on whether what we provide you with is goods or services:

1. For one-off goods, you must pay for them before we deliver them to you;
2. For subscriptions to goods, you must pay [weekly] **OR** [monthly], [in advance] **OR** [in arrears];
3. [For one-off services, you must make a prepayment of [number%] of the price **OR** [€amount] before we begin to supply the services. You must pay the remainder of the price on completion of the services.]

**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. 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. Invoices must be paid 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.]

1. **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.]

1. **Delivery and collection of goods and supply of services**

Before you place your order, on our order pages, we will let you know when we will deliver the goods and/or services to you and when we will install goods. Delivery and supply times will depend on whether you have ordered goods and/or services and whether these are one-off, ongoing or subscriptions:

1. For one-off goods, unless we have agreed another date with you, we will deliver and install them within 30 days of the date on which we accepted your order;
2. For subscriptions to goods, we will provide the goods to you and install them during the times as told to you during the order process until the contract is cancelled by you (see section 17 - your rights to cancel) or by us (see section 18 - our rights to cancel) or until we withdraw the goods (see section 19);
3. 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 when you placed your order;
4. For ongoing services, we will provide 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 delivering the goods and/or services to you or if we are delayed in installing the goods because of circumstances that 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 goods and/or services that you have paid for but not yet received.

If we cannot post the goods through your letterbox and/or no one is available to take delivery of them when we try to deliver them to you, then you will receive a note about how to re-arrange delivery and/or how to collect the goods. However, a further delivery charge may apply.

If you then do not re-arrange delivery of the goods or collect them from the place specified in the note, we will contact you for instructions about what to do next and we may charge you for the storage costs we incur during this period as well as any further delivery costs in respect of a re-arranged delivery. If after this, we are still unable to arrange the re-delivery or collection of the goods with you, then we may cancel the contract as set out below.

If you told us that you would like to collect the goods, then you can collect them once we have confirmed that they are ready for collection. You can collect them between [hours] on [days] provided payment has been received into our bank. [A cheque on arrival is not acceptable]. If you do not collect the goods from us within a reasonable time **OR** [number] days of us letting you know that they are ready for collection, we will contact you about what to do next, and we may charge you for the storage costs we incur during this period. If we are still unable to arrange collection of the goods with you, then we may cancel the contract.

1. **Suspension**

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

1. to make minor technical adjustments or to resolve technical issues;
2. to update the goods and/or 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 goods and/or 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 good or 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 good or service for which you have made payment but have not yet received.

1. **Responsibility for and ownership of goods**

You will be responsible for goods from the point at which we deliver the goods to you – or if you have told us that you are collecting the goods, then from the point at which you collect the goods from us.

You will only own the goods once we have received full payment for them.

1. **Your obligations**

We will inform you [in the description of the goods and/or services on our website] **OR** [during the order process] of information that we need from you in order to provide you with the goods and/or 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 (and the consequences set out below will apply), or we may charge you for the additional costs which 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 and/or services, or if we do not provide any part of them to you.

[So that we can supply the services to you and/or install the goods, 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 and the consequences set out below will apply.]

1. **If there is a fault with the goods and/or services**

We hope that you are satisfied with the goods and/or services that we have supplied to you; but if there is a fault with them, then please contact us using the contact details set out above.

We must provide goods and/or services to you that meet your consumer rights.

This section provides you with a summary of your consumer rights if there is a fault with the goods or services that we have provided to you. However, this is only a summary of your key rights. If you need more detailed information, you can contact Citizens Information on www.citizensinformation.ie or you can contact the Competition and Consumer Protection Commission (CCPC).

1. If we have provided you with goods, the Sale of Goods and Supply of Services Act says that the goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods, you're entitled to the following:
   1. For up to 30 days if your goods are faulty, you can get an immediate refund.
   2. For up to 6 months if your goods can’t be repaired or replaced, you’re entitled to a full refund in most cases.
   3. For up to 6 years, if your goods do not last a reasonable length of time, you may be entitled to some money back.
2. If we have provided 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.

If you decide to trigger your consumer rights to reject goods due to a fault with them, then you must either return the goods in person to the place where you bought them, post them back to us, or if the goods are not suitable for postage, allow us to collect the goods from you. We will pay for the costs of return or collection in these circumstances.

Your rights as summarised above are in addition to any cancellation rights that you may have during the cooling-off period, which are explained in section 16.

1. **Our 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 providing the goods and/or 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 [providing services] **OR** [installing the goods] **OR** [providing services and installing the goods] at your property, we will make good any damage that we cause to your property whilst [providing services] **OR** [installing the goods] **OR** [providing services and installing the goods].

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 goods and/or services or for providing you with defective items.

If we provide any advice to you, including in any instructions or manuals provided to you with the goods and/or 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 provide goods and/or services for private and domestic use. We do not provide them for business or commercial use. If you do use the goods and/or 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.

1. **Cooling-off period and your right to cancel the contract during it**

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 below. The cancellation rights during the cooling-off period do not apply to any purchases that you have made in our shops.

When you buy goods and/or services from a website, in most cases you will have the right to cancel the contract under the European Union (under the Consumer Information, Cancellation and Other Rights) Regulations 2013 within the cooling-off period (explained below) because you have changed your mind. (This right exists unless one of the circumstances set out below applies.) 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.

The length of the cooling-off period during which you can cancel the contract due to a change of mind depends on whether you have ordered goods and/or services. It is also subject to certain exceptions which are set out below. You can calculate the cooling-off period as follows:

1. For a one-off delivery of goods, you have up to 14 days after the day you receive the goods to cancel the contract;
2. For goods that are ordered together but that are delivered to you separately on different days, you have up to 14 days after the day you receive the last delivery of goods to cancel the contract;
3. For subscriptions to goods, you have up to 14 days after the day you receive the first delivery of goods under the subscription to cancel the contract;
4. For a contract that is for goods and services, you have up to 14 days after the day you receive the goods to cancel the contract;
5. For services, you have up to 14 days after the day we contact you to accept your order to cancel the contract.

If any of the following circumstances applies to the goods and/or 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 goods or services because you have changed your mind:

1. if the goods have been personalised or made to your specification;
2. if the goods that you have ordered are sealed for health or hygiene reasons and you have broken the seal on them;
3. if the goods that you have ordered are sealed audio or video recordings, or computer software and you have broken the seal on them;
4. if you have combined the goods with others goods and they are inseparable;
5. if the goods are of a kind that will deteriorate rapidly;
6. if the services have been completed;
7. if you requested us to carry out urgent maintenance or repairs;
8. if the services are for accommodation, vehicle rental services, catering services or other services related to leisure activities and if the contract for those services is for a specific date.

### To cancel a contract, you should e-mail us at [insert email address] or contact our Customer Services team at [insert number] or by post to [address]. If you are emailing us or writing to us, please include details of your order.

### If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

If you have ordered goods, then you must return the goods [at your cost] to us within 14 days of letting us know that you want to cancel the contract because you have changed your mind. If the goods are not suitable for return by post, then you should contact us promptly to make arrangements for collection which will be [at our cost] **OR** [at your cost. Currently our collection charge is [€amount]].

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 provided 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 goods and/or services as well as any standard delivery costs that you paid, but if you chose a more expensive delivery option than our standard delivery when you placed your order, then we will only refund you an amount equivalent to our standard delivery costs, If you have cancelled an order for goods, then we will provide you with the refund using the same method of payment which you used to pay us within 14 days of the day we receive the goods back from you or, if earlier within 14 days of you providing us with proof that the goods have been sent back to us. If your order does not include goods that need to be returned to us, then 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.

We have the right to make a deduction from the refund due to you if you cancel the contract during the cooling-off period. The deduction will be equivalent to any loss in value of the goods that is due to unnecessary handling of the goods by you. Therefore, you should not handle the goods any more than is necessary to establish the nature and characteristics of the goods. If we have already provided you with a refund, then we may charge you the amount that we would have deducted.

1. **Your rights to cancel the contract**

In addition to your rights to cancel the contract during the cooling-off period, 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 goods and/or 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 goods and/or services and you do not want to proceed with the change;
3. there is a significant delay in providing the goods and/or 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 goods and/or services to you, for any of the reasons, 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 goods and/or services that you have paid for, but we have not yet provided, or we may provide you with a refund for any goods and/or services which have not been properly provided to you. In certain circumstances you may also be entitled to further compensation.

If there is a fault with the goods and/or services that we have provided to you, please see the section for faulty goods of these terms and conditions.

[If you are cancelling the contract for any other reason that is not set out in section 17 or section 16 (where you are cancelling the contract during the cooling-off period), then the contract will end immediately, and we will provide you with a refund for any goods and/or 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 in section 17 or section 16 (where you are cancelling the contract during the cooling-off period), then the contract will end in [period] and you will continue to pay us for any goods and/or services provided during that period. If you have made payment for any goods and/or services that is/are to be supplied to you after that period, we will provide you with the relevant refund.]

If you cancel the contract after we have dispatched goods, then you must return the goods to us (by posting them back to us, or if they are not suitable for posting, then you must allow us to collect them from you). If you cancel the contract because of circumstances set out in this section or because there is a fault with them (see section 14), we will pay the costs of returning the goods to us or the costs of collecting them from you. If you cancel the contract for any other reason including under section 16, you will be responsible for the costs of returning the goods to us or for contacting us promptly to make arrangements for collection which will be at your cost. Currently our collection charge is [€amount].

1. **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 allow us to deliver the goods to you and do not re-arrange delivery or collection of the goods;
3. you do not collect the goods within a reasonable time, and you do not re-arrange collection;
4. you do not provide us with information that we have requested from you within a reasonable time;
5. if we are [providing services] **OR** [installing the goods] **OR** [providing services and installing the goods] at your property, you do not allow us entry to the property or re-arrange a time for entry to the property (see section 13)

If we cancel the contract because you have not performed your obligations, we will provide you with a refund for any goods and/or 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 which we incur due to having to cancel the contract] **OR** [an amount of reasonable compensation for costs which we incur due to having to cancel the contract.]

1. **If we stop providing goods and/or services**

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

1. **Third party manufacturers guarantees**

Some of the Goods have a third-party manufacturer's guarantee as provided with the Goods. This is in addition to your consumer rights in relation to Goods that are faulty or not as described.

1. **Our warranty for the Goods**

We guarantee that Goods shall be free from material defects for a period of [number] months from the date of delivery. However, this guarantee does not apply to any defects in the Goods arising from:

1. normal wear and tear;
2. any alteration or repair by you or by a third party not authorised by us as a repairer;
3. your failure to operate or use the Products in accordance with the user manual;
4. wilful damage caused by abnormal storage or working conditions, accident, negligence by you or by any third party; and
5. any specification provided by you.

This warranty is in addition to your legal rights as a consumer in relation to Goods that are faulty or not as described.

1. **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.

1. **Miscellaneous**

## We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.

## You cannot transfer your rights and obligations under these Terms to any another person without our written approval.

## This contract is only between you and us. No other third person shall have any rights to enforce any terms. [However, you can transfer the benefit of the maunufacturer guarantee to the purchaser of your goods. However, such purchaser need not consent to cancel or make any changes to these Terms].

## [Delete the words I square brackets if not applicable]

## Each paragraph of these Terms is 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].