**Website terms and conditions for supply of services and digital content to consumers (B2C)**

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

1. **Terms and conditions**

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

[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 are the individual, firm, company or other organisation which places an order via our website [main website address] (the **Website**) (the **Order**).

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].

Please read these terms and conditions carefully before you place an order with us via the website. They contain important information, including

1. how we will provide you with services and/or digital content that you have ordered
2. our payment terms and delivery times
3. the situations in which this contract may be amended or cancelled by you or by us (including within a cooling-off period)
4. what you should do if there is a fault with the services and/or digital content that we have provided to you

as well as other matters.

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.

By purchasing services and/or digital content 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 services or digital content on this site.

For information about how we collect and use your personal information, please see our website privacy notice, which is available at [link to privacy notice.]

We only sell services and/or digital content in the [Republic of Ireland]

Separate terms and conditions 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 services and/or digital content.

Your continued use of this site and purchase of services and/or digital content 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 and/or digital content (subject to section 16) or just the services and/or digital content you are yet to receive. If you opt to cancel, you shall return relevant services and/or digital content 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 supercedes 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.

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

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

1. because we need to update the services and/or digital content 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 services and/or digital content.

It is possible that exceptionally, we may need to make a more major change to the services and/or digital content. 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 section 16 (cancellation terms) of these terms and conditions will apply.

1. **Digital content updates**

From time to time, we may need to update, or we may ask you to update, our digital content. We will ensure that even after this update, the digital content continues to match the description of it that was provided to you during the order process.

1. **Price**

[Prices of the services and/or digital content that you order are clearly specified on Our Website.]

**OR**

[The Price is as set out in the order.]

Our prices are inclusive of VAT. 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 services and/or digital content [and other costs associated with the services and/or digital content] are not included in the price specified for a service and/or digital content and will be added to the due amount.]

**OR**

[Any costs for delivery of the services and/or digital content [and other costs associated with the services and/or digital content] 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 the services and/or the digital content, we will not be liable to supply those services and/or digital content 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 set out in section 16 of these terms and conditions will apply).

1. **Payment**

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

1. 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. You must pay [the] **OR** [each] invoice within [number] days of the date of the invoice;

**OR**

For one-off services, we will invoice you on completion of the services. You must pay [the] **OR** [each] invoice 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. You must pay [the] **OR** [each] invoice within [number] days of the date of the invoice.

1. For on-going services, we will invoice you [weekly] **OR** [monthly], [in advance] **OR** [in arrears] for the services. You must pay [the] **OR** [each} invoice within [number] days of the date of the invoice
2. For one-off digital content, you must pay for it before you download or stream it;
3. For subscriptions to digital content, you must pay [weekly] **OR** [monthly], [in advance] **OR** [in arrears].

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 of digital content and supply of services**

Before you place your order, on our order pages, we will let you know when we will deliver the services and/or digital content to you. Delivery and supply times will depend on whether you have ordered services and/or digital content and whether your order is one-off, ongoing or a subscription:

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 when you placed your order;
2. For ongoing services, we will provide the services to you until the services have been completed or the contract is cancelled by you (see section 16) or by us (see section 17) or until we withdraw the services (see section 18);
3. For one-off digital content, it will be available for download or streaming by you once your order has been accepted and you have made payment (see section 9 for information about payment) but please note that you will lose your cooling-off period cancellation rights (see section 15) once you begin to download or stream the digital content;
4. For subscriptions to digital content, we will provide the digital content to you during the times as told to you during the order process until the contract is cancelled by you (see section 16) or by us (see section 17) or until we withdraw the digital content (see section 18).

We will contact you if we are delayed in delivering the services and/or digital content to you 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 services and/or digital content that you have paid for but not yet received.

1. **Suspension**

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

1. to make minor technical adjustments or to resolve technical issues;
2. to update the goods, services and/or digital content 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 and/or digital content, 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 services and/or digital content for more than [time period], then you may contact us to cancel the contract. We will provide you with a refund for the relevant services and/or digital content for which you have made payment but have not yet received.

1. **Your obligations**

We will inform you [in the description of the services and/or digital content on our website] **OR** [during the order process] of information that we need from you in order to provide you with the services and/or digital content. 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 in section 17 will apply), 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, services and/or digital content, or if we do not provide any part of them to you.

[So that we can supply the services to you], 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.]

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

We hope that you are satisfied with the services and/or digital content that we have supplied to you, but if there is a fault with it, then please contact us using the details set out in section 1.

We must provide services and/or digital content to you that meets your consumer rights.

This section provides you with a summary of your consumer rights if there is a fault with the services and/or digital content 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).

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 the 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 we haven’t agreed a price beforehand, what you’re asked to pay must be reasonable.
	3. If we haven’t agreed a time beforehand, the services must be carried out within a reasonable time.

If we have provided you with digital content, the Sale of Goods and Supply of Services Act says that the digital content must be as described, fit for purpose and of satisfactory quality and:

1. If your digital content is faulty, you’re entitled to a repair or replacement.
2. If the fault can’t be fixed, or if it hasn’t been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
3. If you can show that the fault has damaged your device and we haven’t used reasonable care and skill, you may be entitled to a repair or compensation.

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 services and/or digital content 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.

If we provide you with digital content that is faulty and that damages your device, we will either repair the device or pay compensation to you.

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 services and/or digital content or for providing you with defective items under the Sale of Goods and Supply of Services Act.

If we provide any advice to you, including in any instructions or manuals provided to you with the services and/or digital content, 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 services and/or digital content for private and domestic use. We do not provide it for business or commercial use. If you do use the digital content 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 in section 16 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 services and/or digital content from our 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 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 services and/or digital content. It is also subject to certain exceptions which are set out below. You can calculate the cooling-off period as follows:

1. For services, you have up to 14 days after the day we contact you to accept your order to cancel the contract;
2. For digital content (whether one-off or subscription) you have up to 14 days after the day we contact you to accept your order to cancel the contract, unless you start to download or stream the digital content before that time (in which case we will ask you to acknowledge before downloading or streaming that you have lost your cancellation rights).

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

1. If you have started to [download] **OR** [stream] the digital content that you ordered;
2. If the services have been completed;
3. If you requested us to carry out urgent maintenance or repairs;
4. 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, then you should let us know before the end of the cooling-off period (as calculated in accordance with this section) in one of the following ways:

1. contacting us on the details set out in section 1 and include your name, email address, address and order details providing a clear statement that you want to cancel; or
2. filling out the form that is available at [insert link] and submitting it to us or print off that form and post it to us, in either case using the details set out in section 1.

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 services and/or digital content. 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.

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

In addition to your rights to cancel the contract during the cooling-off period set out in section 15, 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 service and/or digital content 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/or digital content (see section 5) and you do not want to proceed with the change;
3. there is a significant delay in providing the services and/or digital content to you, because of circumstances that are not within our control (see section 19);
4. we have informed you that we need to suspend the supply of the services and/or digital content to you, for any of the reasons set out in section 10, 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 and/or digital content that you have paid for, but we have not yet provided, or we may provide you with a refund for any services and/or digital content that 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 services and/or digital content that we have provided to you, please see section 13 of these terms and conditions.

[If you are cancelling the contract for any other reason that is not set out in section 16 or section 15 (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 services and/or digital content 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 16 or section 15 (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 services and/or digital content provided during that period. If you have made payment for any services and/or digital content that is/are to be supplied to you after that period, we will provide you with the relevant refund.]

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 (see section 8);
2. you do not provide us with information that we have requested from you within a reasonable time (see section 12).
3. if we are [providing services] at your property, you do not allow us entry to the property or re-arrange a time for entry to the property (see section 12)

If we cancel the contract because you have not performed your obligations, we will provide you with a refund for any services and/or digital content 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.]

1. **If we stop providing services and/or digital content**

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

1. **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:

1. you will be notified as soon as reasonably possible; and
2. 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 Goods, you may cancel the contract. We may cancel the contract if the Circumstances Beyond Our Control continues for more than [number] weeks.

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 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.

This contract is only between you and us. No other third person shall have any rights to enforce any terms.

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.

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.

1. **Contact us**

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