

# Terms and Conditions

Please take the time to read our terms and conditions.

## 1 TERMS USED

- 1.1 'Buyer' means the individual or organization who buys or agrees to buy the Goods from the Seller;
- 1.2 'Contract' means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.3 'Goods' means the articles that the Buyer agrees to buy from the Seller;
- 1.4 'Seller' means Hartnett Projects Ltd, Donoughmore, Co Cork.
- 1.5 'Terms and Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.6 'Website' means any site operated by, in affiliation with or in association with Hartnett Projects Ltd.

## 2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer. For more information on consumer rights visit the National Consumer Agency [www.nca.ie](http://www.nca.ie)
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

## 3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason. The Seller's acceptance of the Buyer's order brings into existence a legally binding contract between the Seller and the Buyer.
- 3.2 Checkout will not be completed unless the customer ticks the required boxes to confirm agreement with these Terms and Conditions.

## 4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be that stipulated on the Website. Unless stated on the Website to the contrary, the Price is inclusive of VAT and excludes delivery charges.
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed prior to confirming the order and completing the payment process.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods.
- 4.4 Payment of the Price plus VAT and delivery charges must be made in full before dispatch of the Goods by the Seller.

## 5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to cancel the Contract if:-
  - 5.1.1 The Seller has insufficient stock to deliver the Goods;
  - 5.1.2 The Seller does not deliver to the Buyer's area; or
  - 5.1.3 One or more of the Goods was listed at an incorrect price due to any error.
- 5.2 If the Seller does cancel the Contract, the Seller will notify the Buyer by e-mail and will re-credit to the Buyer's account any sum deducted by the Seller from the Buyer's credit card as soon as possible but in any event within thirty days of cancellation. The Seller will not be obliged to offer any additional compensation to the Buyer.
- 5.3 Where the Goods or any part of the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a refund within thirty days.

5.4 The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.

5.5 The Seller reserves the right to withdraw any goods from the Website at any time.

5.6 The Seller shall not be held liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

## **6 AGE OF CONSENT**

6.1 Where Goods may only be purchased by persons of a certain age the Buyer must accept the age limit when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

## **7 WARRANTY**

7.1 The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

## **8 DELIVERY**

8.1 Goods supplied within the Republic of Ireland will normally be delivered within five working days of acceptance of order.

8.2 Goods supplied outside the Republic of Ireland will normally be delivered within twenty-eight working days of acceptance of order.

8.3 Where the Buyer and Seller have agreed a specific delivery, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

8.4 The Seller shall use its reasonable endeavors to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly from any failure to meet any estimated delivery date.

8.5 Delivery of the Goods shall be made by a third party to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.6 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## **9 CANCELLATION AND RETURN**

9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by email and telephone within 2 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

9.2 Where a claim of defect or damage is made the Buyer shall be entitled to a full refund if in the opinion of the Seller, the Goods are in fact defective.

9.3 The Buyer has the right, in addition to its other rights, to cancel the Contract and receive a refund by informing the Seller by e-mail or telephone within seven working days of receipt of the Goods. However handling charges for delivery and collection will apply.

9.4 If the Buyer cancels the Contract pursuant to clause 9.3 the Goods must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey. The Buyer will within thirty days of the receipt of the Goods by the Seller receive a refund of all monies paid for the Goods. The Seller will not refund delivery charges, if any. If the Buyer fails to return the Goods following cancellation, the Seller shall be entitled to deduct the cost of recovering the Goods from the Buyer.

9.5 Goods to be returned must clearly show the order number obtained from the Seller on the package.

9.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

## **10 LIMITATION OF LIABILITY**

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of

these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

#### **11 WAIVER**

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

#### **12 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of time for it to fulfil its obligations.

#### **13 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

#### **14 CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time. Any future contract between the Buyer and the Seller will be subject to any amendment to these Terms and Conditions prevailing at the time that future contract is entered into. This right to alter these Terms and Conditions shall not affect the Terms and Conditions accepted by the Buyer upon making any particular purchase.

#### **15 DATA PROTECTION ACT**

15.1 Save as set out in these Terms and Conditions, the Seller will not disclose the Buyer's information to third parties. Any data collected will only be used for :-

15.1.1 taking and fulfilling the Contract;

15.1.2 administering and enhancing the Website and the Seller's service;

15.1.3 disclosing information to third parties for goods delivery and payment purposes.

15.1.4 sales and marketing purposes.

#### **16 THIRD PARTY RIGHTS**

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right to enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

#### **17 ENTIRE AGREEMENT**

These Terms and Conditions, together with the Seller's current Website prices, delivery details, contact details and privacy policy, set out the whole of the Contract. Nothing said by any sales person on behalf of the Seller should be understood as a variation of the Terms and Conditions or as an authorized representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, the Seller shall have no liability for any such representation being untrue or misleading.

## **Returns Policy**

1. The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by email and telephone within 2 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

2. Where a claim of defect or damage is made the Buyer shall be entitled to a full refund if in the opinion of the Seller, the Goods are in fact defective.

3. The Buyer has the right, in addition to its other rights, to cancel the Contract and receive a refund by informing the Seller by e-mail or telephone within seven working days of receipt of the Goods and the Goods are in their

original packaging and unused.

4. If the Buyer cancels the Contract pursuant to clause 9.3 the Goods must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey. The Buyer will within thirty days of the receipt of the Goods by the Seller receive a refund of all monies paid for the Goods. The Seller will not refund delivery charges, if any. If the Buyer fails to return the Goods following cancellation, the Seller shall be entitled to deduct the cost of recovering the Goods from the Buyer.

5. Goods to be returned must clearly show the order number obtained from the Seller on the package. All items returned for refund must be in original packaging and unused.

6. Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.