

By using our website and placing an order for goods you confirm your agreement to our terms and conditions, as set out below:

### **Conditions**

1. An order for goods placed by you, the buyer through our website shall be subject to these terms and conditions.
2. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
3. Nothing in these terms and conditions shall affect the statutory right of any consumer.

### **Orders**

4. All orders for goods shall be deemed to be an offer by you, the buyer, to purchase goods pursuant to these terms and conditions.
5. You, the buyer, shall be responsible for ensuring the accuracy of the details provided to us and we may (if requested to do so) confirm the details of the order by email, or any other such means as we desire, and it is the responsibility of you the Buyer to ensure the accuracy of the order and to notify us of any errors concerning the order within 48 hours of our confirmation to you.
6. No order submitted by you, the buyer, shall be deemed to be accepted by us unless and until we confirm acceptance of your order by e-mail (where applicable) or by telephone.
7. We are entitled to refuse any order placed by you and will not be required to provide an explanation.

### **Goods**

8. The goods may differ slightly from the images shown.

9. We reserve the right to substitute ingredients of a similar description and standard if the requested ingredients are not available but will use reasonable endeavours to match your order exactly.
10. The goods may be frozen and so delivered unless otherwise agreed.

### **Price and Payment**

- 11.1 The price of the goods will be the price quoted on the website at the date the order is received and will include VAT and delivery in the Dublin and Kildare area as confirmed to you, the buyer, upon our confirmation of acceptance of your order
- 11.2 The price of goods for persons with special needs will be agreed prior to acceptance of your order.
12. We reserve the right, by giving notice to you, the buyer, at any time before delivery to increase the price of the goods to reflect any increase in the cost to us, which is due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the cost of ingredients or other costs of manufacture).
13. In the unlikely event of there being such an increase in the price of the goods you, the buyer, shall be entitled to cancel the order at any time before delivery.

### **Payment**

14. When we provide any goods to you with a value of less than €100, the buyer, under these terms and conditions, payment will be made either on delivery or if collected by you, the buyer, at the time of collection.
15. When we provide any goods to you with a value equal to or greater than €100, the buyer, under these terms and conditions, shall discharge a 50% non-refundable deposit at least two weeks in advance of the delivery or collection date, and the remaining 50% payment will be made either on delivery, or if collected by you, the buyer, at the time of collection.
15. Title to the goods will pass to you, the buyer, on payment in full of the price of the goods.

## **Delivery**

16. The goods will be delivered to you, the buyer, at the address provided by you on the order form unless you, the buyer, have agreed by prior arrangement to collect the goods.
17. The risk in the goods shall pass to you upon such delivery/collection taking place.
18. You should note that we are only able to deliver to locations within the Dublin and Kildare area at present.

## **Return of goods**

19. You, the buyer, will inspect the goods as soon after delivery as is reasonably practicable and will notify us of any shortages, defects in the goods or any other complaint in respect of them within 24 hours from the time the goods are delivered.

SAVE IN RESPECT OF ANY SHORTAGES OR DEFECTS IF YOU, THE BUYER, FAIL TO COMPLY WITH THIS CLAUSE WE WILL NOT BE HELD LEGALLY LIABLE IN RESPECT OF ANY OTHER COMPLAINT WHICH SHOULD HAVE BEEN BROUGHT TO OUR ATTENTION WITHIN THIS PERIOD

## **Your Warranty**

20. You, the buyer, warrant that all details and information provided when placing the order for the goods are correct.

## **LIMITATION OF LIABILITY**

21. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you, the buyer, for any loss, costs or expenses arising directly or indirectly from any delays in doing so and we will not be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of our obligations in relation to this Agreement, if the delay or failure was due to any cause beyond our reasonable control. Without

prejudice to the generality of the foregoing, the following will be regarded as causes beyond our reasonable control:

- 21.1.1 Act of God, explosion, flood, tempest, fire or accident;
- 21.1.2 War or threat of war, sabotage, civil disturbance or requisition;
- 21.1.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 21.1.4 Import or export regulations or embargoes;
- 21.1.5 Strikes, lock outs or other industrial actions or trade disputes;
- 21.1.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 21.1.7 Power failure or breakdown in machinery.

If we are prevented from carry out our obligations in the above circumstances, we will notify you in writing. If we are still prevented from carrying out our obligations 7 days from the date such notice was sent, then either party may give written notice to the other cancelling the Agreement. If the Agreement is cancelled in this way we accept no liability to compensate you for any loss or damage caused by failure to perform.

- 22. Except where you, the buyer, are dealing as consumer (as defined in the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995) we do not give any warranty, guarantee or indemnity as to quality, fitness for purpose or otherwise of the goods.
- 23. Except in respect of death or personal injury caused by our negligence, we will not be liable to you, the buyer, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims, which arise out of or in connection with the supply of goods other than as a result of a breach of an obligation arising under the Sale of Goods and Supply of Services Act 1980 (as amended).
- 24.1 We do not accept any liability for death or personal injury to any person with special food needs unless these special food requirements have been specified in writing by the Buyer at the time the Buyer placed the order, and these special food requirements have been acknowledged by the Seller.
- 24.2 Goods are prepared in an area that prepares and uses nuts and therefore may contain nuts or traces of nuts.

## **Intellectual Property**

25. The copyright in the material contained in this website and any trademarks and brands included in that material belongs to The Cake Stand or its licensors.
26. You may download or copy the content and other down-loadable items displayed on the website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the website for other than personal use is expressly prohibited.

## **Website**

27. We will attempt to ensure that the information available on the website at any time is accurate. However, we will not be held liable for any errors or omissions. We will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.
28. All drawings, descriptive matter and specifications of the goods on the website are for the sole purpose of giving an approximate description of the goods.
29. We may also change, suspend or discontinue any aspect of the website, including the availability of any features, information, database or content or restrict access to parts or all of the website without notice or liability.
30. Where our site contains links to other sites we accept no responsibility for them as we have no control over the contents of these sites.

## **General**

31. We may from time to time change, alter, adapt, add or remove portions of these terms and conditions but if we do so we will post any such changes on the website.
32. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

33. Irish law will apply to this Agreement, and the parties agree to submit to the exclusive jurisdiction of the Irish courts.
34. The headings in this Agreement are for convenience only and will not affect their interpretation.

### **Queries and Complaints**

35. We aim to respond to e-mail, faxed and written queries within 24 hours. We can answer your telephone queries Monday to Friday between 9.00 a.m. and 5.00 p.m.
36. In respect of complaints, we will consider the nature of the complaint and will contact you within 21 days of the complaint giving you the result of the enquiries and what we propose should be done.

Any information we may collect from you, including sensitive personal data will not be disclosed to a third party and will not be used for any purpose other than the fulfilment of your order (unless you have given your express consent in writing). However, any such information will be recorded and stored and may be used for the purpose of fulfilling future orders (if any).