

Terms & Conditions

The following are the terms and conditions for use of the Oliver St John Gogarty “Gogarty’s” website or any Internet site to which the Website is linked (the “Website”). This Website is for use by people who are 18 years and over only.

Contract

No contract will subsist between you and Oliver St John Gogarty “Gogarty’s” for a sale to you of any product or service unless and until Oliver St John Gogarty “Gogarty’s” accepts your order by e-mail confirming that it has dispatched your order. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Oliver St John Gogarty “Gogarty’s” sends the e-mail to you (whether or not you receive that e-mail).

Price of Goods

The price listed on the Website (the “Price”) for Oliver St John Gogarty “Gogarty’s” Online Store products (the “Products”) will be as stipulated at the time when you place your order on the website. We are entitled to make adjustments to the Price to take account of any increase in our supplier's prices, or the imposition of any new taxes or duties, or if due to an error or omission the Price for the Products on the Website is wrong. Products on promotion will occasionally revert to higher prices - we sometimes source out-of-stock products from third-party suppliers and have to adjust our prices accordingly.

Delivery

We will endeavour to deliver the Products to you within 10 working days of your Account order within the island of Ireland or within 20 working days outside of the island of Ireland. However, products are subject to availability and delays may sometimes occur that are outside of our control. Any dates specified for delivery are therefore approximate only. If delivery is delayed for more than 20 working days within the island of Ireland or 40 working days outside the island of Ireland, you have the right to contact us and refuse to accept the Products. In these circumstances, we will refund any money paid by you for those Products and any delivery monies you have been charged. However, we will not be responsible for any other losses, costs, damages or charges that you may suffer if we delay in supplying or do not supply those Products. At the time of delivery you may be required to validly sign-off on the delivery of the Products, after which time the Products become your sole responsibility. For information on our returns policy, please see our returns page.

Website: Use & Security

You are entirely responsible for any and all activities in your use of the site. You agree to notify us immediately of any unauthorised use or any other breach of security.

Website: Privacy & Data Use

In order to provide you with a smooth, efficient and personalised experience, we collect some information relating to your usage of our site. This allows us to provide services and features that most likely meet your needs, and to customise our service to make your experience easier and quicker. Please note, the following cookie policy applies to www.gogartys.ie and all subdomains, including secure. www.gogartys.ie (used for your Shopping Basket).

Cookies

Cookies are tiny text files stored on your computer when you visit certain web pages. At www.gogartys.ie we use cookies to keep track of what you have in your basket, and to remember you when you return to our site.

Please note that cookies can't harm your computer. We don't store personally identifiable information such as credit card details in cookies we create, but we do use encrypted information gathered from them to help improve your experience of the site. For example, they help us to identify and resolve errors, or to determine relevant related products to show you when you're browsing.

How to Manage Cookies

We use a number of different cookies on our site. If you do not know what cookies are, or how to control or delete them, then we recommend you visit <http://www.aboutcookies.org> for detailed guidance.

List of the Main www.gogartys.ie Cookies

The following tables describe the cookies we use on this site and what we use them for. Currently we operate an 'implied consent' policy which means that we assume you are happy with this usage. If you are not happy, then you should either not use this site, or you should delete www.gogartys.ie cookies having visited the site, or you should browse the site using your browser's anonymous usage setting (called "Incognito" in Chrome, "In Private" for Internet Explorer, "Private Browsing" in Firefox and Safari etc.).

Cookies set by Third Party Websites

We sometimes embed video content from websites such as YouTube. As a result, when you visit a page with content embedded from, for example, YouTube, you may be presented with cookies from these websites. www.gogartys.ie does not control the dissemination of these cookies. You should check the relevant third party website for more information about these.

Payment Processing

We use Realex Payments as our external payment provider for online transactions at www.gogartys.ie. We require the billing address of the credit card you use so that we can pass this to Realex Payments, who check the address against the cardholder's details for security purposes. We only store delivery details when you opt-in to save these details to your Address Book. We don't store the credit card details on our server. Realex Payments requires that you provide your credit card details to process the transaction. This is done on a secure Realex Payments server and data passing between www.gogartys.ie servers and Realex Payments are encrypted using 128bit SSL (Secure Sockets Layer).

Disclosure of Your Information

We do not sell or rent any personally identifiable information about you to any third party.

Unfortunately, due to the existing regulatory environment, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy.

By way of example (without limiting the foregoing), we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private

communications. We can (and you authorise us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, Intellectual Property Rights infringements, or other activity that is illegal or may expose us to legal liability.

Website & Use

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your transmissions through the Website. All information, designs, drawings and other specifications provided on the Website are the exclusive property of Oliver St John Gogarty "Gogarty's" Any copying, transmission or re-transmission of the same requires the prior written approval of Oliver St John Gogarty "Gogarty's"

Website: Advertising

We reserve the right at all times to place advertisements and promotions on the Website. Advertisers and sponsors on the Website are solely responsible for complying with all local, national, state and international laws (where relevant) and we exclude all liability howsoever caused there from.

Claims

When you purchase online, you have a statutory right to return a product (other than perishable produce or a special order) up to 7 days after your order has been delivered (cooling off period). We can change or cancel an order up until it is dispatched. If the order has been dispatched, you can return the Product to us and we will organise a refund (excluding delivery cost). Any breakages or damage must be reported within 24 hours of delivery.

Accordance with Specification

Many of the Products are of a technical nature and it is not practical to publish detailed specifications of all the Products and keep specifications completely up to date. All descriptive matter, drawings, pictures, colours, specifications and advertising on the Website are for the sole purpose of giving an approximate description of the Products.

Safety

If any manuals or safety instructions are provided with the Products, you agree to read and follow carefully all the terms contained therein at all times. Any information contained on the Website is not meant to be comprehensive and if you are inexperienced in using the Products or are unsure of your abilities, you should always seek expert advice and assistance.

Disclaimer of Warranties

The information contained in the Website is for information purposes only and, although we have made every effort to ensure the correctness of the information contained herein, the information available through the Website is provided "as is" and "as available" and without warranties or conditions of any kind either express or implied. We do not warrant or represent that the use or the results of the use of the materials available through the Website or from third parties will be correct, accurate timely, reliable or otherwise. We accept no liability in relation to any of the above other than as may be provided for under your statutory rights.

Limitation of Liability

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall we be liable to you for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use the Website, any changes to the Website, any material or data sent or received or not sent or received or for any of the above-mentioned damages that result from the use or inability to use the Products. In no circumstances shall our liability and that of our suppliers to you and/or any third parties for any of the above exceed €200.

Proprietary Rights to Content

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to you by the Website, by us, or our advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Modification of Terms

We reserve the right to change the terms of use or policies regarding the use of the Website (including, in particular, those relating to price or availability) at any time and to notify you by posting an updated version of the terms of use on the Website.

General

We shall not be liable for any failure to perform any of our obligations under these terms and conditions which is caused by circumstances beyond our control including, but not limited to any force majeure incident. Our failure to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The section titles in the terms of use are solely used for the convenience of the parties and have no legal or contractual significance.

Laws

The terms of use shall be governed by and construed fully in accordance with the laws of the Republic of Ireland. You and we agree to submit to the exclusive jurisdiction of the courts located in Ireland. If any provision(s) of the terms of use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Termination

We may terminate the Website with or without cause at any time and effective immediately. In addition, we, in our sole discretion, may terminate your Account for violation of the letter or spirit of these terms and conditions.