

## **WEBSITE TERMS AND CONDITIONS for [www.ifish.ie](http://www.ifish.ie)**

These terms and conditions govern your use of our website. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

### **1. SITE ACCESS**

- 1.1 You will be able to access the majority of this Website without having to register any details with us. [However, particular areas of this Website will only be accessible only if you have registered.]

### **2. USE OF WEBSITE**

- 2.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.
- 2.2 The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent.
- 2.3 Subject to paragraph 2.1, no part of this Website may be reproduced without our prior written permission.

### **3. SITE UPTIME**

- 3.1 We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.
- 3.2 This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

### **4. PLACING AN ORDER**

- 4.1 Before placing an order – please be aware that only persons of 18 years and older are allowed to do so.

- 4.2 Making a purchase could not be easier. Just browse our Catalogue, and click on any items that you wish to buy and put them into the shopping cart. After you have finished your selection, click on "Order" and you will be asked for a few details that we need to be able to satisfy the order. All orders are subject to availability of stock. Sometimes we may have to cancel your orders if we are out of stock of items which are discontinued.

## **5. PRICING**

- 5.1 We reserve the right to modify or increase prices at any time without any prior notification.
- 5.2 All prices quoted for goods and services on [www.ifish.ie](http://www.ifish.ie) are inclusive of VAT as stated under Irish Law.
- 5.3 In the event where errors are made on our pricing, we would notify the ordering party, after being notified the ordering party could either re-order the goods at the correct price or cancel the order. In the event of not being able to get in contact with the ordering party, the order will be cancelled and payment will be refunded.

## **6. FORCE MAJEURE**

In this Section 6 and section 7 below, "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

## **7. LIMITATIONS OF LIABILITY**

Nothing in these terms of sale will limit or exclude your or our liability for: (i) death or personal injury caused by negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any matter for which it would be illegal for to limit or exclude, or attempt to limit or exclude, liability.

Subject to this:

(a) our liability in connection with any product purchased is strictly limited to [the higher of the purchase price of the relevant product and the replacement cost of the relevant product];

(b) we will not be liable for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or waste of management or office time, or loss of goodwill or reputational damage; and

(c) we will not be liable for any losses arising out of a force majeure event.

**8. DELIVERY OF GOODS**

8.1 We deliver your order right away. We will normally send your order to you in 1-2 business days . International orders are generally received in under 4-5 days.

**9. CURRENCY**

Unless otherwise stated, the default currency is Euros.

**10. CREDIT CARD SECURITY**

All major Credit Cards accepted. All payments made on [www.ifish.ie](http://www.ifish.ie) are done through Paypal.

**11. RESERVATION OF OWNERSHIP**

Until all payment responsibilities have been fulfilled by the customer the delivered goods remain the legal property of Ifish who reserves its right of property until the full remittance of the purchase price.

**12. RIGHT OF EXCHANGE / RIGHT OF REFUND**

The customer has the right to return all articles from our current assortment without reason within 7 days of purchase. The sales contract comes into effect on acceptance of the goods or at the latest on expiration of the 7 day right of refund.

All charges incurred by us (e.g. postage and packaging) will be deducted. Goods that have signs of wear and tear, books, videos, DVD's, special orders and goods not listed in our main catalogue are not returnable.

### 13. VISITOR CONDUCT

- 13.1 With the exception of personally identifiable information, the use of which is covered under our **Privacy Policy** [*insert hyperlink here*], any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.
- 13.2 When using this website you shall not post or send to or from this Website any material:
- (a) for which you have not obtained all necessary consents;
  - (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
  - (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 13.3 [We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph 13.2.**]

### 14. LINKS TO AND FROM OTHER WEBSITES

- 14.1 Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk.
- 14.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:
- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;

- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Republic of Ireland.

14.3 If you choose to link to our website in breach of Paragraph 5.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

## **15. DISCLAIMER**

15.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

15.2 The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

## **16. EXCLUSION OF LIABILITY**

16.1 Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

16.2 Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the Republic of Ireland.

## 17. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with Irish law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of Ireland.

## 18. OUR DETAILS

Our business's name is: Ifish

Our business address is: 3 Glor na D'Tonn, Garrettstown, Ballinspittle, Co. Cork

Our VAT registration is: 4215113U

Our contact details are: Tel: 0852744666

Web: <http://www.ifish.ie>

E-mail: [info@ifish.ie](mailto:info@ifish.ie)

## 19. PRIVACY POLICY

What information do we collect and how it is used?

When you order, we need to know your name, email address, delivery address and telephone number. We do not ask for credit or debit card details – this is all done via Paypal. This allows us to process and fulfil your orders and to notify you of your order status. We may also use the contact information we collect to occasionally notify you about important functionality changes to the Web site, new services and special offers we think you'll find valuable. You can opt out at any time, simply click the 'unsubscribe' link found on the every newsletter you receive.

Protecting your information?

When you place orders, our secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, as required by the Data Protection Act 1988 - 2003, we follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

Cookies

"Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies do not contain any information which may identify you personally, but they do enable us to provide features such as pop-up message

windows and other browser functions between visits. Most Web browsers automatically accept cookies, but you can change your browser settings to prevent that. If you choose the latter option, you may be unable to access certain areas of the website. Unless you have altered your browser settings to refuse cookies, our systems will issue cookies when you visit our website.

Cookies may be used in the following ways:

To display our website content in the most efficient manner for your computer.

To provide information, products or services that you request from us, or that we feel may be of interest to you, where you have consented to be contacted.

To fulfil obligations arising from any contracts between us and our customers.

To facilitate participation in interactive features of our site, should you choose to do so.

To notify and inform regarding changes to our service.

Ifish will not disclose the information it collects to outside parties

Ifish does not sell, trade or rent your personal information to others. Ifish is committed to protecting your privacy. We use the information we collect on the site to make shopping at our store possible and to enhance your overall shopping experience. We do not sell, trade or rent your personal information to others.

Your Consent?

By using our Web site you consent to the collection and use of this information by Ifish. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.

Contact us.

For any further information in regard to our Privacy Policy – please contact us on [info@ifish.ie](mailto:info@ifish.ie).