

## **Terms of Sale**

These Terms of Sale apply to all purchases on [www.clarriets.com](http://www.clarriets.com)

These Terms of Sale, the Terms of Use and email confirming that your order has been accepted and shipped (“Order Confirmation”) form the contract (“Contract”) for the purchase of any products (the “Goods”) on [www.clarriets.com](http://www.clarriets.com) (the “Website”). The Contract is entered into between you and Clarriets (“Clarriets”, “we” or “us”). In the event of any conflict between the Terms of Sale and the Terms of Use, these Terms of Sale shall prevail.

These Terms of Sale govern the sale of any Goods within the Republic of Ireland. All other non-ROI purchases will be governed by these Terms of Sale, but your rights in respect of refunds, returns and delivery may be different from those set out below.

### **Order and Contract Creation**

In order to buy anything on our Website, you will need to add the product to the basket and let us guide you through the checkout process. We will ask you to provide the details required to fulfil your order. Soon after that we will dispatch your items and send you an email, confirming that your order has been shipped. Remember that all products displayed on our Website are subject to availability and subject to our acceptance of your order.

The Contract will apply to the exclusion of any other terms, including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or other document. By placing an order with us you acknowledge that any business conducted thereunder will be subject to these Terms of Sale. A Contract will only subsist after we have received your payment and sent an Order Confirmation (whether or not you have received it) and will relate only to Goods specified in the Order Confirmation.

Nothing in these Terms of Sale shall operate to deny or limit any of your rights as a consumer by law.

All Goods offered for sale are subject to availability and subject to our acceptance of the order. No order shall be deemed accepted by us unless and until it is confirmed unconditionally by us via email.

The technical steps required to create the Contract between us are as follows:

Add items to your basket and proceed to checkout. You will be guided through this process with simple instructions. Fill out all the information required to make your purchase and complete. For payment you will be taken to the PayPal login page. Once authorised you will be returned to the Clarriets website for confirmation and completion. Clarriets does not receive or hold any information pertaining to payment details, debit/credit card numbers or bank accounts. All payments through PayPal are made through the good and services channel. At no time will Clarriets request that payment be made through friends and family.

You will receive an order acknowledgement via the store site from [kbowden264@gmail.com](mailto:kbowden264@gmail.com) detailing the Goods you have ordered. This is not an Order Confirmation. You should check that the details in this order acknowledgment are correct, and keep a copy of it.

You will receive an Order Confirmation from [clarriets@gmail.com](mailto:clarriets@gmail.com) for your order via email once your order has been shipped. The completion of the Contract will take place on the dispatch to you of the Goods ordered unless we have notified you that we do not accept your order, or you have cancelled it. The Contract will relate only to the Goods stated in the Order Confirmation. We will not be obliged to supply any Goods in your order until you receive an Order Confirmation.

You should check that the details in the Order Confirmation are correct, and keep a copy of it.

We reserve the right to refuse to accept and process any and all customer orders on any and all products and services and to suspend, discontinue, and refuse the use or acceptance of any and all offers, promotions, discounts, at its sole discretion. Non-acceptance of an order may be a result of one of the following:

- the Goods you ordered being unavailable;
- our inability to obtain authorisation and confirmed receipt for your payment;
- the identification of a pricing or product description error; or
- you not meeting the eligibility to order criteria set out in the Terms of Use.

## **Description Of Products**

We make every effort to provide accurate and helpful information to our customers, nevertheless you should take care when relying on information provided by us, and check against the manufacturer's instructions.

We will take all reasonable care to ensure that all details, descriptions and prices of Goods appearing on each Website are correct at the time when the relevant information is entered onto the system. Although we aim to keep the Website as up to date as possible, the information, including product descriptions, appearing on the Website at a particular time may not always reflect the position exactly at the moment you place your order. We will notify you of any material changes to this information which shall be deemed to have been accepted by you unless we receive a notification in writing within 14 days upon notification. It is your responsibility to provide us with a valid e-mail address for such communications.

While we make every effort to provide accurate and helpful information, commentary and other materials posted on the Website are a guide only and not intended to amount to advice on which reliance should be placed. To the fullest extent permitted by applicable law, we therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

### **Digital Patterns**

Once you have downloaded a digital pattern you cannot cancel the order or return it unless there is a problem or fault with the pattern.

For the avoidance of doubt, all references to Goods in these Terms of Sale shall include digital patterns (“Digital Patterns”) insofar as the context permits (or is otherwise expressly stated). This section, “Digital Patterns” set out those specific terms relating to the download of Digital Patterns and these specific terms shall prevail over any other conflicting terms herein to the extent that they relate to Digital Patterns.

Digital Patterns are made available for you to “purchase” from our Website in the form of an irrevocable, non-exclusive, non-transferable and non-sub-licensable licence which we will grant to you provided that you fulfil your duties under these Terms of Sale including but not limited to provision of information and payment. You must not breach the terms of such license by copying, distributing, modifying, adapting or using the Digital Pattern in any way other than its intended purpose.

Notwithstanding the provisions in these Terms of Sale relating to Goods other than Digital Patterns, once downloaded, you shall not be able to cancel your order or “return” a Digital Pattern except in the case of a fault or defect.

In the case of a fault with a Digital Pattern, you must contact us within 30 days of purchase at [clarriets@gmail.com](mailto:clarriets@gmail.com). It is your responsibility to download the Digital Pattern and check for faults within this period. We will not be able to issue a refund after this time under any circumstances.

## **Price**

Our product prices include VAT (or other sales tax) where applicable but exclude delivery costs. The total order price will be displayed before you confirm your commitment to an order and make a payment.

“Delivery price” is quoted for delivery in the Republic of Ireland unless otherwise specified. “Product Price” quoted on the relevant Website is the sale price of the product that includes VAT or other sales tax which is chargeable on the sale of the Goods but exclude delivery costs and any costs related to importing products to a country outside the Republic of Ireland.

We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to change the price of the Goods to reflect any increase in the cost to us due to any factor beyond our control. In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery.

## **Payment**

Payment can be made by using PayPal.

By placing an order you agree to payment being charged to your electronic payment account as provided on the order form before the shipment of the Goods. Any personal information we may collect from you as part of the ordering and payment process will be dealt with in accordance with our Data Collection and Privacy Policy. By accepting these Terms of Sale you confirm that all the details you provide to us for the purpose of purchasing the Goods are correct and that the payment card/account you are using is your own.

Payment will be taken out of your account before delivery of the Goods.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence or breach of statutory duty on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from a Website.

All payments will be taken in the currency the price is displayed at on the site.

## **Delivery**

We offer standard delivery to almost anywhere in the Republic of Ireland. We might ship your order in instalments. Any dates quoted for delivery of the goods are indicative only and we cannot guarantee the delivery by the specified date.

The place for delivery of the Goods will be agreed between us and you during the checkout process, which may be an address other than the billing address.

If we agree to supply any Goods ordered from the Website for delivery to countries outside of the Republic of Ireland, they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including applicable sales tax and the cost of delivery. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order. When shipping products internationally, please be aware that cross-border shipments are subject to opening and inspection by customs authorities. Please also note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

Any dates quoted for delivery of the Goods are indicative only. Time for delivery will not be of the essence of the Contract and we will not be liable for any loss or expenses sustained by you arising from any delay in the delivery of the Goods however caused.

If no delivery dates are specified, orders will be delivered within 30 days of the original order date. Where earlier dates are specified, these cannot be guaranteed.

You must inspect the Goods on delivery (and in the case of Digital Patterns, “delivery” shall mean the date on which the Order Confirmation containing the link to download such Digital Pattern is sent to you). If you are asked for your signature on delivery, you should examine the Goods before signing for it. We reserve the right to deliver the Goods in instalments. Subject to your rights as a consumer, if the Goods are to be delivered in instalments each delivery will constitute a separate Contract. You may not treat the Contract (as a whole) as repudiated if we fail to deliver any one or more of the instalments or if you have a claim in respect of any one or more of the instalments.

### **Cancelling Your Contract**

You have fourteen days upon receiving the goods to cancel your order (EU customers only). Where you exercise your statutory right to cancel, we will fully refund the price paid for the goods and the original standard delivery costs. In the unfortunate and unlikely event of a price and/or description error of a product, we may cancel and refund your order.

You are entitled to cancel your order at any time prior receiving the Order Confirmation. If you are a EU customer, after receiving the Order Confirmation you have a statutory right under the Consumer Contract Regulations to cancel any order for Goods at any time prior receiving the Goods or up until fourteen days after receiving them without giving any reason. If your Goods are delivered in instalments, the cancellation period will be fourteen days after receiving the last of the Goods.

To exercise this statutory right to cancel and return the Goods, you must inform us of your decision to cancel by a clear written statement (“Notification of Cancellation”) to the address given at the end of these Terms of Sale. You may use the standard Notification of Cancellation form set out at the end of these Terms of Sale, but you do not have to. After providing a Notification of Cancellation, you should send the Goods back to us in the original packaging with a copy of your invoice without undue delay and in any event not later than fourteen days from the day on which you communicate your Notification of Cancellation to us. You will bear the direct cost of returning the Goods. We will provide a full refund on the price paid for the Goods and the original delivery charge (except for any supplementary costs arising if you chose a more expensive type of delivery to our standard service) without undue delay and not later than:

fourteen days after the day we receive the Goods back from you, or

if earlier, fourteen days after the day you provide evidence that you have returned the Goods;  
or

if there were no Goods supplied, fourteen days after the Notification of Cancellation,

provided that we may make a deduction from the refund for the loss in value of any Goods if caused by unnecessary or excessive handling by you.

You shall also have the right to cancel an order for Goods in the case of faulty or defective Goods at the earliest opportunity after you have discovered the fault or defect – as long as the fault is not due to misuse (including use contrary to the manufacturer’s instructions) or normal wear and tear. In cases of cancellation due to faulty, defective or wrongly delivered Goods, you must provide a Notification of Cancellation within 30 days of receiving the Goods and should include the order number and details of the claim. Upon receiving your Notification of Cancellation, we will contact you providing all relevant instructions. You must then immediately return the Goods to us and, provided that the Goods are faulty, defective or wrongly delivered, we will refund the cost of return postage provided you provide proof of postal cost. Your refund will be paid on safe arrival of the Goods at our premises.

We may cancel the Contract in the unlikely event that the price and/or description of an item listed on the Website has been incorrectly advertised. We will not be under any obligation to provide those Goods to you. If we discover the error before sending an Order Confirmation, we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we discover the error after sending you an Order Confirmation we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify you if we cancel the Contract and you will receive a full repayment of the amount paid to us as full and final settlement of all and any claims you may have as against us for non-delivery.

All Goods which are returned by you to us must be returned with appropriate packaging and the original invoice. Since you are liable for damage to Goods due to insufficient packaging by you, the best option is to return them with the original packaging as supplied by us. The Goods must be in an unused condition (except only in the case of Goods which have been discovered upon use to be faulty) to ensure part or full refund in respect of such Goods. Value packs and colour packs may be returned only as a whole pack or kit, we are unable to accept the return of part packs or kits. All returns need to be returned to the standard returns address provided on the delivery slip for a full refund to be possible. Please retain a certificate of posting as proof of your return.

Your parcel is your responsibility until it reaches us, so we recommend using Registered Post. We cannot accept responsibility for parcels that get lost on the way to us.

In the case of faulty Goods, please ensure there is a copy of the postal cost receipt returned with the faulty item(s) so that we can reimburse this amount. Please do not return by courier as we will not accept full courier charges.

We will issue you with a refund for the price you paid for the Goods on receipt of the returned Goods and always within 30 working days of the notice of cancellation. Once processed, a refund may take up to 4 working days to appear in your account.

In the case of a valid claim for faulty, defective or wrongly delivered Goods, we will refund to you the Order Price (or in the case of an order containing multiple items, the relative proportion of the Order Price) within 30 days. We will have no further liability to you in respect of the matters referred to in this condition.

In the event that we accept an order from you and that for reasons beyond our control we are unable to supply the Goods ordered by you then you will be offered a similar Good of equal or higher value or if preferred a full repayment of the amount paid to us as full and final settlement of all and any claims you may have as against us for non-delivery.

## **Communications**

Our email communications will be considered to be notice in writing.

You accept that e-mail and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. We are not responsible for any third party communications.

## **Risk and Property**

As soon as we receive your payment and your order is delivered, you become responsible for damage to or loss of the goods.

Risk of damage to or loss of the Goods will pass to you on receipt of delivery at the agreed address (and in the case of Digital Patterns, "delivery" shall mean the date on which the Order Confirmation containing the link to download such Digital Pattern is sent to you).

Notwithstanding delivery and the passing of risk in the Goods, property in the Goods will not pass from us until we have received in cleared funds full payment of the Order Price and all other sums which are due, owing or payable by you to us in respect of the Contract or any other Contract between us and you.

### Our Liability To You

If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract. Subject to the rest of this Section, our liability to you for any losses, costs, claims liability arising out of or in relation to the Contract (whether based in contract, tort (including the tort of negligence), strict liability or otherwise) is limited to £100.

We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any liability which cannot be excluded or restricted under the Consumer Rights Act 2015 (in each case, as applicable).

Please also note that we are under a legal duty to supply goods that are in conformity with the Contract.

### **Force Majeure**

Neither Clarriets, nor our affiliates, directors, employees or contractors will be liable in any way for loss, damage, costs or expenses (including, but not limited to, loss of reputation, office time or profit) arising directly or indirectly from any failure or delay in performing any obligation under a Contract by reason of any event or circumstance outside our (or their) reasonable control, including (but not limited to), any strikes, industrial action, failure of power supplies or equipment, government action or Act of God.

## **Survival**

We believe these terms are fair and sensible. Even if one or more of these terms cannot be enforced, the rest of these terms will remain in force.

Each provision of these Terms of Sale shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

## **Rights and Obligations**

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under the Contract. You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## **Jurisdiction and Applicable Law**

The Irish courts will have non-exclusive jurisdiction over any claim arising from, or related to these Terms of Sale and/or a Contract.

These Terms of Sale, a Contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Ireland.

The following European Commission online dispute resolution platform is available to you as a framework for extrajudicial settlements of disputes arising from online contracts: <http://ec.europa.eu/consumers/odr/>

## **Contact us**

Clarriets, Boleythomas House, Boleythomas, Creggs, Co. Galway. F42 XE10

Telephone: 0871846028

Email: [clarriets@gmail.com](mailto:clarriets@gmail.com)

## **Terms of Use**

### **Introduction**

Clarriets are committed to ensuring that you enjoy shopping with us. The following document outlines the terms of use of [www.clarriets.com](http://www.clarriets.com) (the "Website") and associated mobile applications ("Apps") use of our services. By using our Website you agree to all the terms of use below. Our terms of use may change from time to time, so you should check this page regularly.

This page (together with the documents referred to on it) tells you the terms and conditions (the "Terms of Use") on which:

### **Information About Us and Applicability**

Our Website is owned and operated by Clarriets ("Clarriets", "we" or "us"). Our trading address is Boleythomas House, Boleythomas, Creggs, Co. Galway. F42 XE10. Republic of Ireland. Our telephone number is 0871846028.

To create an account you just need to enter your email address and create a password on our Login page on our Website. Once your account is created you will have an account and we will automatically create a profile for you ("Public Profile"). Unless and until you add your own content to your Public Profile, it will not be visible to (or searchable by) other users of the Website. You may change your Public Profile name or deactivate your Public Profile at any time.

Any information which we hold in your customer account (including information which you add to your Public Profile) will be held in accordance with our **Privacy Policy**. By registering on the Website you undertake that all the details you provide to us for the purpose of registering on the Website and purchasing the Goods are true, accurate, current and complete in all respects. You will receive a confirmation via email when your account is created.

When you log in to your account, you will be able to do the following:

proceed through checkout faster when making a purchase;

check the status of orders;

view past orders;

make changes to your account information;

change, add to or delete content from your Public Profile and/or deactivate your Public Profile;

change your password; and

store alternative addresses (for shipping to multiple family members and friends!)

You are responsible for maintaining the confidentiality of your login details and any activities that occur under your account. If you have any concerns about your login details or think they have been misused, you should contact [clarriets@gmail.com](mailto:clarriets@gmail.com) straight away to let us know. We can deactivate or delete your account (and/or your Public Profile) for you at any time, on request.

If you deactivate your Public Profile, or request that we do so by email to [clarriets@gmail.com](mailto:clarriets@gmail.com), it may take up to 2 working days to process your request. Please note that by deactivating your Public Profile, your Public Profile will be suspended and can be reactivated at any time. Deleting your Public Profile is permanent and irrevocable. If you request that we delete your Public Profile, please note that:

we will not be able to reactivate it for you;

it may take up to 7 working days to remove your Public Profile from the Websites and we may, after a period of 12 months delete your Public Profile from our back-up files; and

while we will delete all information and content which relates only to you, we will not be able to remove all comments or content which involve other users – these will remain visible on the Website. Please therefore exercise caution when posting Customer Content on your own or other's Public Profiles.

## **Suspension and Termination**

Illegal and irresponsible actions will result in our taking a number of measures, some of them unpleasant.

Breach of the terms of these Terms of Use or fraudulent/illegal activity on the Website may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your access to the Website (including your Public Profile) and removal of your Customer Content;
- issuing of a warning to you;
- legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this section are not limited, and we may take any other action we reasonably deem appropriate.

## **Intellectual Property Rights**

Please respect intellectual property rights; copyrighted material may not be reproduced without permission.

The content of the Website and Apps, including techniques, source codes, data, technical information and the style or presentation, is owned by Clarriets. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our Website in any way except for your own personal, non-commercial use. You may only use any content as is permitted using the functionality of the Website. Any other use of the material and content of the Website is strictly prohibited. We acknowledge that Goods sold by us, as well as the Website content, may be subject to copyright, trade mark or other intellectual property rights in favour of third

parties. No licence is granted to you to reproduce copyrighted material unless with the prior permission of the copyright owner.

### **Information About You And Your Visits To Our Websites**

We understand that you may be concerned about the privacy of information you share with us. For more information, please review our [Privacy Policy](#).

We collect certain data about you when you use our Website. This is described in more detail in our [Privacy Policy](#).

### **Content Posted By You On The Websites**

Any content that you share on the Website may be used by Clarriets and should not be considered confidential. Please don't share anything that is not yours or may offend other people.

You own all notes, messages, feedback on Goods, ideas, suggestions, or other material (whether comprised of words or pictures or otherwise) which you submit via your Public Profile ("Customer Content"). In respect of such Customer Content which is capable of being covered by intellectual property rights (like photos and pictures), you automatically grant us a worldwide, royalty-free, non-exclusive licence to reproduce, modify, publish, edit, translate, distribute, perform, and display such Customer Content alone, or as part of other works in any form, media or technology whether now known or hereafter developed and to sub-license such rights to anyone. Any Customer Content may be used by us and by our affiliates for any purpose without any compensation to you. Furthermore, we shall be entitled to use any ideas, concepts, know-how, or techniques contained in any Customer Content you post to your Public Profile for any purpose whatsoever. You represent and warrant that (1) you hold all necessary right, title and licence to any Customer Content you post via your Public Profile and (2) your submission of such Customer Content to us does not and will not violate or infringe the rights of any person or third party. You shall not modify, rent, lease, sell or create derivative works from others' Customer Content without their express consent.

The licence you grant us under this section shall cease when you delete the relevant Customer Content or deactivate or delete your Public Profile, however, once Customer Content has been made public via your Public Profile, we cannot control (and will not be liable for) what others may use it for.

You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You are prohibited from posting any Customer Content or other content on the Websites which is or could be perceived to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable in any way, including without limitation, Customer Content or other content which would constitute a criminal offence, give rise to civil liability or otherwise contravene any applicable law. It is, furthermore, your responsibility to ensure that you exercise caution when providing any personal information about yourself or your children. The Clarriets community embraces the joy of knitting and sharing our passions and projects with fellow makers, we therefore ask when uploading a project to keep this in mind and keep advertising to a minimum. We encourage you to link to the original pattern source, wherever that may be, to help others find inspiration easily and ask that titles and descriptions are kept relevant and free of heavy advertising. We also encourage you to only use relevant tags to ensure a joyful browsing experience for others. If you have concerns about the Customer Content of any other users, please contact us at [clarriets@gmail.com](mailto:clarriets@gmail.com). We reserve the right to remove Customer Content at any time at our sole discretion.

Any Customer Content or other content or communications you transmit to the Websites in whatever way (including but not limited to your own or others' Public Profiles), including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except as otherwise stated in our [Privacy Policy](#).

### **Offers and Promotions**

Discount codes generally can't be applied on sale items. We may have to occasionally change or remove items in a sale.

From time to time we run many offers and promotions, by way of discount codes, sales or otherwise, in relation to our Goods ("Promotions"). All Promotions are non-transferable, subject to availability and specified expiry times are final. Discount codes are valid for one use per customer and no cash alternative will be offered. Discount codes cannot be used in conjunction with gift vouchers, or any other promotion or offer including multi-buy deals, other discount codes, sale items and clearance stock, unless otherwise stated. Discount codes are not applicable to purchases of downloadable patterns, or other products as we may update from time to time. Each Promotion may be run with its own specific terms which shall be set out on the Promotion and in the case of conflict with the terms set out in this section, the Promotion terms shall prevail. In all cases, we reserve the right to change or withdraw offers, promotions, or sale items at any time and without prior notice.

### **Links From Our Websites**

We are not responsible for the content of websites and resources provided by third parties. Where our Websites contain links to other websites and resources provided by third parties, these links are for you to access at your sole discretion and risk. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Linking To Our Websites**

You may only create a link to one of our Websites from another website, document or any other source which complies with the following requirements - any agreed link must be:

- to the Website's homepage;
- established by an owner of a website or document, which does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or breaches the law in the UK and the law in any country from which they are hosted;
- provided in such a way that does not suggest any form of association, approval or endorsement on our part where none exists;
- presented in such a way that is fair and does not damage our reputation or take advantage of it.

We have no obligation to inform you if the address of the Websites' home page change and it is your responsibility to ensure that any link you provide to one of our homepages is at all times accurate.

### **Disclaimers, Limitation of Liability and Indemnity**

To the extent permitted by law, neither Clarriets, nor its affiliates, directors, employees or contractors, shall be liable for any direct, indirect, punitive, incidental, special or consequential damages arising from or in any way connected with the use of the Website, the content of the Website, any delay or inability to use the Website or otherwise in connection with the Website, whether based on contract, tort, strict liability or otherwise. Subject to applicable law, we shall not be liable for any of the matters in the following non-exhaustive list: mistakes, omissions, interruptions, deletion of files or emails, errors, viruses, delays in operation or any failures of performance, whether or not resulting from natural acts, communications issues, theft, destruction, or unauthorised access to our products and services and records.

We disclaim warranties of any kind in relation to the Websites, either expressed or implied. No oral advice, written or electronically transmitted information given by us, our affiliates, directors, employees or contractors, shall create any warranty under any circumstance.

Clarriets reserves the right to refuse to accept and process any and all customer orders on any and all products and services and to suspend, discontinue, and refuse the use or acceptance of any and all offers, promotions, discounts, at its sole discretion.

Some or all of exclusions or limitations of liability above may not apply to you if you are resident in a country which prohibits such exclusions or limitations of liability. For the avoidance of doubt, nothing in these Terms of Use seeks to exclude or limit our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law. In such case these Terms of Use shall be read as closely as possible to their current wording notwithstanding the prohibition of such terms.

You agree to fully indemnify Clarriets, its officers, directors, employees, agents, distributors, vendors, affiliates, successors and assigns from and against any and all third party claims, demands, liabilities, costs or expenses resulting from your breach of any of these Terms of Use insofar as they relate to Customer and/or your Public Profile, including but not limited to, any allegations, damages or claims relating to any of your Customer Content, Public Profile or other postings or communications in any forums or facilities on the Websites, or for infringement or violation of any third-party rights.

We believe these terms are fair and sensible. Even if one or more of these terms cannot be enforced, the rest of these terms will remain in force.

Each provision of the Terms of Use shall be construed as separately applying even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

### **Jurisdiction and Applicable Law**

Except to the extent that you exercise your right as a consumer to bring an action in or rely on the laws of your country (or State, as applicable) of domicile, the interpretation, construction, effect and enforceability of these terms of use shall be governed by the law of the Republic of Ireland, and you and we agree to submit to the non-exclusive jurisdiction of Irish courts for the determination of disputes.

## **Contact us**

Contact us at any time if you have any concerns. If you have any comments or concerns related to our Websites, Apps and/or services, please contact [clarriets@gmail.com](mailto:clarriets@gmail.com), phone us on 0871846028, or write to us at: Boleythomas House, Boleythomas, Creggs, Co.Galway. F42 XE10