

Terms & Conditions:

The website deirdremadden.ie and its contents are the property of Design BOS Ireland. By accessing this site you expressly agree to be bound by our Terms and Conditions. From time to time we may make changes to the Terms and Conditions or the content of this site and you are advised to review these Terms and Conditions periodically. By completing the order form you are submitting an order for the specified goods and you are accepting that your order and the contract between the Design BOS and you are subject to these terms and conditions. These terms and do not affect your statutory rights.

Disclaimer:

This website is provided on an "as is" basis and, to the fullest extent permitted by law, Design BOS makes no representations or warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for purpose relating to this website and/or its content and/or any website to which is linked. Design BOS does not guarantee that this site will be error-free, uninterrupted, that this site or the server from which it is run is free of viruses or other potentially harmful codes, or that defects will be corrected. In addition, Design BOS does not represent or warrant that the information accessible via this site is accurate, complete or current. Under no circumstances, including negligence, shall Design BOS or its employees be liable for any claims for any direct, indirect, incidental, special or consequential damages and expenses whatsoever (including without limitation, health problems, lost profits and damage arising from or in connection with the use of this website or any website with which it is linked or for any information or services obtained through this website.

Copyright:

All material on this website is the copyright of Design BOS. You may not copy, reproduce, upload, post, distribute, republish, retransmit, or modify in any way any of the material on this site, including computer code and software without the prior written consent of Design BOS.

Link to other sites:

This website may include links to third party websites which are not controlled by Design BOS. We are not responsible for the content of these websites and we do not accept liability in connection with such sites.

Purchases:

Purchases from this website are made via PayPal. You can access their terms and conditions by following this link www.paypal.ie. Design BOS has no control over the terms and conditions or content of third party sites.

Indemnity:

You agree to defend, indemnify and Design BOS and any affiliated company or individual harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any violation of these Terms by you or your authorised users or in connection with the use of this website.

The Contract:

Design BOS must receive payment of the whole of the price for the goods that you order before your order can be accepted, and the contract formed. Once payment has been received the Design BOS will confirm that your order has been received and accepted by sending an email to you at the email address you provide in your order form. Design BOS 's acceptance of your order brings into existence a legally binding contract between Design BOS and you which is subject to the Service Terms (the "Contract"). Any terms or conditions sought to be imposed by you in your order will not form part of the Contract.

Price:

The price payable for goods and services that you order is as stated on the website. Delivery charges are additional to the marked price. Design BOS will provide details of the delivery charges applicable to your order at the time you place your order.

Cancellation by you:

A. If you are an individual and are not buying goods on behalf of or for the purposes of a business, there are certain circumstances in which you may cancel the Contract. This right to cancel does not apply to business buyers. You:

1. may cancel the Contract for the goods you have ordered at any time up to the end of the period of seven (7) working days, beginning with the day after the day on which you have received the goods. You do not need to give Design BOS any reason for cancelling the Contract.
2. cannot cancel the Contract where you fail to return to us the goods in an "as new" condition.

To cancel the Contract you must notify Design BOS in writing as follows:

Email: returns@deirdremadden.ie

B. If you have received the goods before you cancel the Contract then you must send the goods back to the Design BOS at your own cost and risk. If you cancel the Contract before you have received the good, but the Design BOS has already processed the goods for delivery, you must not unpack the goods when they are received by you and you must send the goods back to Design BOS at your own cost and risk. All goods, which are the subject of a cancelled Contract, must be returned by you at your cost and risk and as soon as possible after (and in any event within 14 days from) the date you cancelled the Contract to the Design BOS at:
Design BOS C/O Shanahan Direct, Units 5 & 6, Ballywaltrin Business Park, Boghall Road, Bray, Co Wicklow

C. Once you have notified Design BOS that you are cancelling the Contract, any sum debited by Design BOS from your credit card or debit card will be re-credited to your account within [thirty (30)] days of the date you notified us of the cancellation PROVIDED THAT the goods in question are returned by you and received by Design BOS in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, Design BOS shall be entitled to deduct the direct costs of recovering the goods from any amount to be re-credited to you.

D. Any goods returned by you must be returned unused and 'as new' in their original packaging and including all manuals and components.

Cancellation of the Contract by Design BOS:

A. Design BOS is entitled to cancel the Contract if:-

1. Design BOS has insufficient stock to deliver the goods ordered by you;
2. Design BOS does not deliver the goods in your area; and/or
3. one or more of the goods you ordered was listed at an incorrect price (whether due to a typographical error, an error in the Design BOS's pricing information, as a result of taxes (including VAT) or duty changes, or for any other reason whatsoever).

B. If the Contract is cancelled by Design BOS, Design BOS will notify you by e-mail at the address given by you in your order form. Any sum debited by Design BOS from your credit card or debit card will be re-credited to your account within [thirty (30)] days of the date you placed your order. Design BOS will not be liable for any loss or damage you incur as a consequence of such cancellation or be obliged to offer any compensation to you.

Delivery of Goods to You:

A. Design BOS will deliver the goods ordered by you to the address you gave Design BOS for delivery at the time you make your order. Design BOS is entitled to make deliveries in instalments or partial deliveries.

B. Design BOS will use its reasonable endeavours to deliver the goods to you and perform the services within reasonable time after your order is

accepted and in any event will use its reasonable endeavours to do so within [thirty (30)] days of the date of your order. All delivery times quoted are estimates only, based on availability, normal processing and delivery companies. Time of delivery is not of the essence and Design BOS shall not be liable for any loss or damage or for any costs, charges or expenses caused by any delay in delivery of the goods.

C. You will become the owner of the goods you have ordered when they have been delivered to you provided that Design BOS has received payment for them. If delivery occurs before Design BOS has received payment for the goods title in the goods will remain with Design BOS until Design BOS has received payment for them. Once goods have been delivered to you they will be held at your own risk and Design BOS will not be liable for their loss or destruction.

D. You shall provide such access, assistance and co-operation as Design BOS and/or its authorised representatives may require for the purposes of delivering the goods.

Liability:

If the goods delivered are not what you ordered or are damaged or defective Design BOS shall have no liability to you unless you notify Design BOS in writing of the problem within seven (7) days of the delivery of the goods in question.

B. If you do not receive goods ordered by you within [thirty (30)] days of the date on which you placed your order, Design BOS shall have no liability to you unless you notify Design BOS in writing within [forty (40)] days of the date on which you placed your order for the goods. Any notice to be given by you for this purpose (or for the purposes of (a) above) must be in writing and given to Design BOS at:

Email: customercare@deirdremadden.ie

C. If you notify a problem to Design BOS under (a) or (b) above, Design BOS's only obligation will be, at its sole option:- to replace or deliver (as the case may be) any goods that are damaged or have not been delivered or to refund to you the amount paid by you for the goods in question.

D. Subject to C above and save as may be precluded by law, Design BOS will not be liable to you for any shall be liable for any economic loss or loss of profit (direct or indirect) or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party.

E. Nothing in these terms and conditions is intended to limit any rights you might have as a consumer neither under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit Design BOS's liability to you for any death or personal injury resulting from Design BOS's negligence or for fraud.

Amendment:

A. Design BOS reserves the right at any time (and from time to time and without notice) to make changes to the Services (including, without limitation, these Service Terms).

B. You will be subject to the Service Terms in force at the time that you use the Site and/or Services.

Notices:

Except where expressly stated otherwise in these terms and conditions, all notices from you to Design BOS must be in writing and sent to Design BOS at: customercare@deirdremadden.ie

All notices from Design BOS to you will, at Design BOS's discretion be displayed on the Site or be sent to you in writing by email or by post (in each case at the address you gave to Design BOS when placing your order).

Personal Data:

A. Design BOS on behalf of www.deirdremadden.ie may collect your IP address in order to diagnose problems or issues with our server and to improve the manner in which we sell to you, our customer. Your IP address is not used identify you in any manner but helps us to gather broad demographic information. www.deirdremadden.ie web site uses "cookies," which are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies do not contain any personally identifying information, but enable us to provide a shopping cart and to store your order information between visits. If you've set your browser to reject cookies, you can still use our site, but will not be able to purchase items. We recommend that you leave them turned on. For further information regarding credit card transactions please read PayPal's [Privacy Policy](#).

B. You undertake that all details you provide to Design BOS for the purpose of ordering goods are true and correct, that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods ordered.

General:

A. If any term or condition of the Service Terms is deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

B. The rights and remedies of Design BOS shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time. The waiver by Design BOS of any breach of the Terms shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

C. Design BOS will not be responsible for any delay or failure to comply with any of its obligations (whether set out in the Terms or otherwise) if the delay or failure arises from any cause which is beyond our reasonable control.

D. Save that Design BOS shall be entitled to enforce any of the provisions of this Agreement, a person who is not a party to the Contract between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Jurisdiction:

The Contract (including the Service Terms) is governed by and shall be construed in accordance with Irish law. Disputes arising in connection with the Contract (including the Service Terms) shall be subject to the non-exclusive jurisdiction of the Irish courts.

International use:

A. The Services are intended for the use of residents of Ireland. Whilst Design BOS does not prohibit the use of the Services by residents outside of Ireland Design BOS is not required to ensure that the Services comply with any law other than the laws of Ireland.

B. If you are an international user (i.e. you are not resident in Ireland) you will be responsible for complying with all local laws. In particular (but without limitation) when ordering goods for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges must be borne by you.

C. Custom's policies vary from country to country; you should contact your local customs office for further information. Please note that when ordering from Design BOS, you are considered the importer and must comply with all laws and regulations of the country in which you are receiving the goods.

Our details

The Site is owned and operated by Design BOS. Our registered address is:
Design BOS, St Abbeys's, Killiney Hill Rd, Killiney, Co Dublin, Ireland.