

An Duach General Terms and Conditions

Please read the following and confirm your acceptance of the terms and conditions by clicking on the icon at the end of this list before completing your purchase.

Data Protection

Shopping on the An Duach website requires you to provide your name, address and other relevant details. My policy is to keep this to the minimum to ensure that I can process your order and/or contact you if necessary. This information is deleted once the transaction has been completed (for credit card information see the “secure payment” section).

Secure Payment

An Duach website uses a secure payment gateway for the collection of your card details. My payment gateway, Pay Pal has approved my bank to facilitate Internet transactions on my behalf. All the information you pass at the payment page are encrypted. The information is then effectively taken off the Internet and passed to the bank on a private link. The information passed at the payment page is not held in clear text on any website involved in this process.

Product Information

All my products are made using the best quality materials in Sterling Silver.

Products shown will not be actual size. Colours reproduced are as accurate as electronic processes allow. Where they differ I will advise on receipt of order.

All prices are in Euro and inclusive of all taxes and shipping for the Jewellery. Prices for the Sculpture is exclusive of postal / shipping charges. I will advise on receipt of your order.

Each An Duach piece of jewellery is despatched in its own presentation box. Each Wall Sculpture is shipped in its own box.

Payment Methods/Delivery

Purchases may be made using credit/debit cards. Cheque purchases will be despatched upon clearance of funds. All purchases will be delivered using a guaranteed delivery service (Monday-Friday), for which a signature will be needed. Cheques should be made payable to An Duach.

Shipping of your order will depend if I have it in stock or if I have to make it when you send your order. I will advise you on receipt of order.

If you have any questions please contact me at anduach@eircom.net

Or by writing to

An Duach,
Clifden Station House,
Clifden,
Conamara,
Co. Galway,
Ireland.
General

By using the Website you confirm that you are at least 18 years old, or, if you are under 18, that you are accessing the Website with the consent of your parent or guardian.

Cancellation of Order

You may cancel the order if for any reason you are not satisfied with your purchase. This option is open to you for a period of seven days on receipt of the order. The product must be returned in its original packaging and condition. The postage is paid by you.

Price

The price will reviewed every four months starting at January of every year to allow for the fluctuation in the cost of materials.
Once an order is placed, the price at time of order is guaranteed.

Website Content

The copyright in the contents of this Website is owned by me, and all trade marks and other intellectual property rights in and relating to the Website are owned by me unless otherwise specified or the property of third parties offering products for sale through the Website. The contents of this Website may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without our prior written consent, except as stated below.

You may print or download an individual page for private and personal non-commercial use only.

If you would like to apply for permission to distribute or reproduce any part of the contents of the Website other than as permitted in these User Terms please email me at anduach@eircom.net. I provide the Website on an “as is” basis. I make no representations or warranties of any kind with respect to the Website or its contents. In addition, I make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and materials published on the Website. Any liability, however it occurs, for any inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

Product Information

The Website is controlled and operated in Ireland and I make no representations that the materials on the Website are appropriate or available in other locations. You shall not use the Website in breach of any laws or regulations of any national, local, state or federal governments or agencies in any country or jurisdiction in which the content can be viewed or retrieved, or in breach of any international treaties or conventions or any community standards, and will not make any use of the Website such that the whole or part of the Website is interrupted, damaged or impaired in any way or for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character or in such a way as to cause annoyance, inconvenience or needless anxiety or which constitutes a violation or infringement of the rights of any person, firm or company.

Exclusion of Our Liability / Indemnity

As a condition of use of the Website and the content of it that use is at the users' own risk. I am not liable to you or any third party for any loss or damage suffered as a result of any use of the Website, including but not limited to direct loss, indirect or consequential loss, and loss of profit, howsoever caused (whether arising out of any negligence or breach of these User Terms or otherwise), even if that loss or damage was foreseeable by me, or the possibility of it was brought to my attention (but not including death or personal injury resulting from my negligence).

The material on the Website does not constitute advice and you should not rely on any material on the Website to make (or refrain from making) any decision or in taking (or refraining from) any action.

I make no warranty that the Website (or any website which is linked to the Website) is free from computer viruses or any other malicious or impairing computer programs, and you should take your own precautions in this respect.

I do my best to provide uninterrupted access to the Website, but I do not guarantee it and accept no liability for any failure to do so.

You agree to indemnify me against all liabilities, claims and expenses that may arise from any breach by you of these User Terms or your use of the Website. I reserve the right at my own expense to assume the exclusive defence of any matter otherwise subject to indemnification by you and as such you agree to cooperate with my defence of such claim.

Termination

Apart from our ability to terminate the Website or any services provided on the Website or restrict your access to them with immediate effect for your breach of the letter or spirit of any of these User Terms, without prejudice to any other accrued rights, I may also terminate the Website or services provided without prior notice to you where: (i) there is a regulatory or statutory change limiting my

ability to provide the Website; (ii) any event beyond my reasonable control prevents me from continuing to provide the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures); (iii) I consider in my sole discretion that you are abusing the provision of the Website or the services provided thereon or are otherwise acting in breach of these terms. Without prejudice to the foregoing, I reserve the right to remove any material on the Website including, without limitation, email or message board notice posted on the Website, which I in my sole opinion deem unsuitable.

No Partnership

Nothing in these User Terms shall be construed as constituting a legal partnership or joint venture between you and I.

Governing Law and Jurisdiction

Use of this Website and these User Terms are subject to Irish Law, which shall exclusively govern their interpretation, application and effect. The courts of Ireland shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with the subject matter of these Terms.

Links to other Websites

The Website may contain links to other sites. Please note that I am not responsible for the privacy practices of other sites. This privacy policy applies solely to the Website and information collected by me on and through the Website. I recommend that you read the privacy statements of every other website that you visit.

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