

## Terms & Conditions

### *The Company*

La Cuisine is a trading name of Gallagher & Hayes Limited whose registered address is 3, Ballykeeran, Kilmacrennan, Letterkenny, Co. Donegal. The company registration number is 436303.

### *Personal Customer Information*

La Cuisine is committed to safe online shopping and to protecting your privacy. These terms and conditions describes our use of personal information provided to us via our website [www.lacuisinecookware.com](http://www.lacuisinecookware.com)

### *The Law*

The main Irish law dealing with data protection is the [Data Protection Act 1988](#). The 1988 Act was amended by the [Data Protection \(Amendment\) Act 2003](#). For the purposes of the Act, the Data Controller is Gallagher and Hayes Ltd. t/a La Cuisine.

### *What is Data Protection?*

It is the means by which the privacy rights of individuals are safeguarded in relation to the processing of their personal data. By using our website, you are consenting to the processing of personal data/information by us, within the parameters outlined below:

## *Prices*

1. All prices displayed are in Euros and inclusive of VAT.
2. Prices are subject to change without notice
3. Displayed prices do not include delivery costs.
4. Delivery costs are displayed separately on screen, at the checkout stage.
5. Should any items be priced incorrectly, we will, at our discretion, either a) contact you and give you the opportunity to purchase at the correct price or b) cancel the order and advise you accordingly

## *Creation of the Contract*

The sequence of events required to create a contract between you and La Cuisine is:

<sup>35</sup><sub>17</sub> You place the order for the product(s) on the Website.

<sup>35</sup><sub>17</sub> We send you an e-mail confirming the order of the product(s) in question. This is not an order acceptance – see below.

<sup>35</sup><sub>17</sub> As your product is shipped from our warehouse we will send you a despatch confirmation email.

<sup>35</sup><sub>17</sub> Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the Products ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the below instructions.

Non-acceptance of an order may be a result of one of the following:

<sup>35</sup><sub>17</sub> Product not in stock.

<sup>35</sup><sub>17</sub> Payment not being authorised.

<sup>35</sup><sub>17</sub> A pricing or product description error.

<sup>35</sup><sub>17</sub> You not being of majority age or otherwise unable to form a contract.

The contract will be concluded in English.

### ***Cooling-off Period***

You are entitled to cancel this contract if you so wish provided that you exercise your right and notify us no longer than 7 working days after the day on which you receive the products.

If you wish to exercise your right to cancel this contract after your order has already been despatched, we will refund the original purchase price and delivery charge, provided that you have notified us in writing no longer than 7 working days after the day on which you receive the Products, and that you have taken reasonable care of the Products and not used them. Please follow the procedure set out in our Delivery Information and Returns and Refunds Sections.

### ***Delivery Information***

Deliveries within the ROI normally take 3-4 working days and 5-7 working days to the UK mainland.

Please note that business days are Monday to Friday. Public holidays are excluded.

### ***Returns / Refunds & Guarantee***

Should you wish to return anything bought from us online, please contact our Customer Service Department no later than 14 days after receipt of your order to start the return process. Call our helpline on

+353 74 911 9932, open from Monday - Friday, 9am - 5pm. Or, if you prefer you can email us on [sales@lacuisinecookware.com](mailto:sales@lacuisinecookware.com)

For further information on returns and other La Cuisine policies see our website [www.lacuisinecookware.com](http://www.lacuisinecookware.com) – *Delivery and Returns Section*.

Customers' statutory rights under civil law are unaffected by this policy.

Orders placed on this Website can only be returned to the La Cuisine registered address in the Republic of Ireland.

All returns in respect of items bought from retail outlets must be processed through those same outlets.

La Cuisine products come with a guarantee. From the time of delivery, the guarantee covers faulty workmanship and/or materials when the product is used in normal, domestic conditions and in accordance with the care and use instructions provided. It does not cover normal wear and tear, commercial use or misuse of the product - please refer to the *Guarantee Section* on this website.

## *Payment*

When purchasing goods online a valid payment method must be used at the time. We accept payment with the following credit or debit cards: Visa credit and debit cards, MasterCard credit and debit cards, Switch/Maestro debit cards and Visa Electron cards.

We do not accept cash, cheques, gift cards or vouchers as payment online. By submitting an order to us through our site, you are confirming that the payment details provided on your order are valid and correct. All transactions will be in Euros. We will not charge your credit or debit card until we despatch your order.

### ***Personal Customer Information***

La Cuisine is committed to safe online shopping and to protecting your privacy. All personal information submitted through email or online forms is treated by us as strictly confidential. We will use this information to process your requests. Otherwise, we will only share Personal Information with third parties as described below or as required by Law:

- ¶ To 3rd parties used by us to provide our services who we may use to assist us to process orders and payments, despatch products, send or print catalogues/brochures and other printed materials.

We require these 3rd parties to protect all personal customer information provided by us and not to share this material with others without our express permission.

### ***Cookies***

The use of cookies (bits of data designed to help websites remember useful information, perhaps, for example, previously ordered items) is now very common. You can disable cookies on your own browser or, alternatively, set your browser to ask you before accepting new cookies. If you do choose to disable cookies, the website may not work as intended.

### ***Reliance on Information Posted***

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any

reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

### ***Our Liability***

The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

All warranties, terms and conditions which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## ***Information about you and your visits to the Website***

We process information about you in accordance with our [privacy policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## ***Links from the Website***

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Any dealings you have with a third party (such as a local stockist) are solely between you and that third party.

## ***Jurisdiction and Applicable Law***

The Irish Courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

These terms of use 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 Ireland.

## ***Variations***

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published.

## ***Intellectual Property Rights***

We are the owner of all intellectual property rights in the Website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not do anything inconsistent with this ownership.

## ***Concerns***

If you have any concerns about material which appears on the Website, please contact:

**La Cuisine Registered Office:**

**La Cuisine, Unit 3 Ballykeeran, Kilmacrennan, Letterkenny, Co. Donegal, Ireland.**

**Registered in Ireland, No. 436303**

**e-mail: [sales@lacuisinecookware.com](mailto:sales@lacuisinecookware.com)**

**Tel: +353 74 9119932**