

Legal information

Terms & Conditions:

The following are the terms and conditions for use of the Crystal Eire website (the “Website”). This Website is for use by people who are 18 years and over only.

Website: use and security

You are entirely responsible for any and all activities that occur under your Account which is provided to you by Crystal Eire. You agree to notify us immediately of any unauthorized use or any other breach of security.

Website: conduct

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your transmissions through the Website. All information, designs, drawings and other specifications provided on the Website are the exclusive property of Crystal Eire. Any copying, transmission or re-transmission of the same requires the prior written approval of Crystal Eire.

Price of goods

The price listed on the Website (the ‘Price’) for Crystal Eire’s products (the “Products”) will be as stipulated at the time when you place your order on the website. We are entitled to make adjustments to the Price to take account of any increase in our supplier’s prices, or the imposition of any new taxes or duties, or if due to an error or omission the Price for the Products on the Website is wrong.

Delivery

We will endeavour to deliver the Products to you within 5 working days of your Account order within the island of Ireland, where this is practical. However, Products are subject to availability and delays may sometimes occur that are outside of our control. Any dates specified for delivery are therefore approximate only. If delivery is delayed for more than 21 days, you have the right to contact us and refuse to accept the Products. In these circumstances, we will refund any money paid by you for those Products and any delivery monies you have been charged. However, we will not be responsible for any other losses, costs, damages or charges that you may suffer if we delay in supplying or do not supply those Products. At the time of delivery you will be required to validly sign-off on the delivery of the Products, after which time the Products become your sole responsibility.

Claims

When you purchase online, you have a statutory right to return a Product (other than perishable produce) up to 7 days after your order has been delivered (cooling off period). We can change or cancel an order up until it is dispatched other than personalized products. If the order has been dispatched, you can return the Product to us and we will organise a refund (excluding return delivery cost). If a Product is damaged or faulty please contact us and we will organise a replacement or refund.

Accordance with specification

Many of the Products are of a technical nature and it is not practical to publish detailed specifications of all the Products and keep specifications completely up to date. All descriptive matter, drawings, pictures, colours, specifications and advertising on the Website are for the sole purpose of giving an approximate description of the Products.

Disclaimer of warranties

The information contained in the Website is for information purposes only and, although we have made every effort to ensure the correctness of the information contained herein, the information available through the Website is provided “as is” and “as available” and without warranties or conditions of any kind either express or implied. We do not warrant or represent that the use or the results of the use of the materials available through the Website or from third parties will be correct, accurate timely, reliable or otherwise. We accept no liability in relation to any of the above other than as may be provided for under your statutory rights.

Limitation of liability

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall we be liable to you for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use the Website, any changes to the Website, any material or data sent or received or not sent or received or for any of the above-mentioned damages that result from the use or inability to use the Products. In no circumstances shall our liability and that of our suppliers to you and/or any third parties for any of the above exceed â,–200.

Proprietary rights to content

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to you by the Website, by us, or our advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Contract

No contract will subsist between you and Crystal Eire for a sale to you of any product or service unless and until Crystal Eire store accepts your order by e-mail confirming that it has dispatched your order. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Crystal Eire sends the e-mail to you (whether or not you receive that e-mail).

Modification of terms

We reserve the right to change the terms of use or policies regarding the use of the Website (including, in particular, those relating to price or availability) at any time and to notify you by posting an updated version of the terms of use on the Website.

General

We shall not be liable for any failure to perform any of our obligations under these terms and conditions which is caused by circumstances beyond our reasonable control including, but not limited to any force majeure incident. Our failure to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The section titles in the terms of use are solely used for the convenience of the parties and have no legal or contractual significance.

Laws

The terms of use shall be governed by and construed fully in accordance with the laws of Ireland. You and we agree to submit to the exclusive jurisdiction of the courts located in Ireland. If any provision(s) of the terms of use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Termination

We may terminate the Website with or without cause at any time and effective immediately. In addition, we, in our sole discretion, may terminate your Account for violation of the letter or spirit of these terms and conditions.