



WICKLOW PET HOTEL ONLINE STORE TERMS AND CONDITIONS

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with **www.wicklowpethotel.ie** Wicklow Pet Hotel Online store ("online Store", "store", "the service") operated by Wicklow Pet Hotel Ltd ("we", "us", or "our").

There are separate Terms which govern Wicklow Pet Hotel Ltd for boarding of cats and dogs at our facility at Ballinacor West, Kilbride, Co Wicklow. Please read these Terms and Conditions carefully before using the Service.

Your access to, and use of the online store operated by Wicklow Pet Hotel Ltd is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the online store. By accessing or using the online store you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the online store.

Wicklow Pet Hotel Ltd operate the website **www.wicklowpethotel.ie** for both boarding of cats and dogs and as an online store. We are Wicklow Pet Hotel Ltd, a company registered in the Republic of Ireland under Company Number: 655997 registered office: Collie Cottage, Ballinacor West, Kilbride, Co Wicklow Ireland. VAT number 3688405VH.

Using our online store on www.wicklowpethotel.ie

By placing an order through www.wicklowpethotel.ie, you warrant that: you are legally capable of entering into binding contracts; and that you are at least 18 years old.

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.

The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

Purchasing Products

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected. Our third party service providers can be viewed here in our ['Privacy Policy'](#).

Accounts at www.wicklowpethotel.ie

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

How & Why we retain this account information can be viewed here in our ['Privacy Policy'](#).

We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are **DISCLAIMED** by us absolutely. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller.

Availability of products

Errors and Inaccuracies: We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

If you are contracting as a consumer, this disclaimer does not affect your statutory rights against us. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureaux.

Cancellation rights as a consumer

If you are contracting as a consumer, you have a statutory right to cancel for any reason and receive a full refund, except in the case of certain products listed. You will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out below). Your statutory right to cancel a Contract starts from the date of the Dispatch Confirmation (when the Contract between us is formed). If the Products have been delivered to you, you may cancel at any time within seven working days, starting from the day after you receive the Products.

To cancel a Contract, you must inform us in writing. If the Products have been delivered to you, you must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession.

You will not have any right to cancel a Contract for the supply of any made-to-measure or personalised products, newspapers, periodicals or magazines, perishable goods, or software, DVDs or CDs which have had their security seal opened or unsealed.

Details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your other statutory rights as a consumer. This only applies if you are contracting as a consumer.

Delivery

Wicklow Pet Hotel use An Post for all our deliveries.

We cannot offer a 'click & Collect' service at this time

We are not currently delivering outside of Ireland.

Due to Covid 19 restrictions we are experiencing some delays on dispatch times. An Post deliveries are also impacted due to the increase of online sales. Although most of our deliveries take 1-2 days please allow 2-3 days during these unprecedented times. We will not be held in any way responsible if delivery is delayed by An Post once they have been posted.

For queries please email us info@wicklowpethotel.ie or phone **085 8762224** (9am-4.30pm, Mon-Fri)

The Products will be your responsibility from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

Payments and Price of products

The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error. Product prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect. Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it. If the pricing error is obvious and unmistakable and could be reasonably recognised by you as an error, we are not to provide the Products to you at the incorrect (lower) price.

Payment for all Products must be by credit or debit card. We accept payment through Strip.

We will not charge your credit or debit card until we confirm your order.



Returns and Refunds Policy

We hope that you are happy with your purchase. If for some reason you wish to return an item and receive a refund we are happy to accept it within 7 days from the date of delivery so long as the item is returned in an unused, new condition in the original packaging for re-selling. Ruff and Tumble products must be returned unused and unwashed.

Returning Faulty Goods

If your parcel arrives damaged please do not sign and accept it, as if the outer packaging is damaged it is possible the goods inside are. In the unlikely scenario that on opening the parcel the items you purchased are damaged you are required to inform us within 36 hours by phone or email. Our team will then work with you to resolve the issue.

If the goods you received are faulty or damaged when, you must notify us by phone or email within 48 hours. We will then organise returning of the product/s. Wicklow Pet Hotel will examine the returned Product/s and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product/s in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

Other Information

No right of cancellation, refund or return exists once you have used your product, unless the product is defective and you are returning it for this reason.

Events outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

A 'Force Majeure' Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks

Terminating an account

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation of Liability

In no event shall Wicklow Pet Hotel Ltd, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from

- (i) your access to or use of or inability to access or use the Service;
- (ii) any conduct or content of any third party on the Service;
- (iii) any content obtained from the Service; and
- (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Wicklow Pet Hotel Ltd does not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Laws

These Terms shall be governed and construed in accordance with the laws of Ireland, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact

If you have any questions about these Terms, please contact us info@wicklowpethotel.ie or on **0871375155**

