

Terms & Conditions

DO NOT CONSUME A PRODUCT IF YOU HAVE ANY DOUBTS OF WHETHER THE PRODUCT IS FIT FOR CONSUMPTION. CONTACT US IMMEDIATELY WITHOUT ATTEMPTING TO CONSUME THE PRODUCT.

The Terms and Conditions (together with the documents expressly referred to in it) tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website www.dublinmeatcompany.com our site to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

You should print a copy of these Terms for future reference.

We may amend these Terms from time to time. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the food website www.dublinmeatcompany.com We are Dublin Meat Company, a company registered in Ireland.

1.2 To contact us, please see our Contact Us page

2. OUR PRODUCTS

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, because our Products are made to order, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.

2.3 The packaging of the Products may vary from that shown on images on our site.

2.4 All Products shown on our site are subject to availability.

2.5 Under certain circumstances we reserve the right to substitute certain products which may form part of your order.

3. USE OF OUR SITE AND PRIVACY INFORMATION

3.1 We only use your personal information in accordance our Privacy Policy and our Cookie Policy

3.2 Please take the time to read these policies as they include important terms which apply to you.

All Data is processed in accordance with local law and under no circumstances will your data be sold to third parties.

4. RESTRICTIONS

This clause only applies if you are a consumer.

4.1 To comply with licensing and other legislation some products on this website are only available to those aged 18 years and over. Products which display this icon are only available to people over the age of 18.

Orders may not be transferred from you as the customer to any other person. By placing an order with us you confirm that you and the person the order is to be delivered to, are aged 18 years or over.

In accepting these Terms and Conditions you agree to provide dublinmeatcompany.com truthful and accurate information and act in accordance with the Licensing Act of 2003.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

5.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

5.2 After you place an order, you will receive a text message from us acknowledging that we have received your order. However, please note that this does not mean that your order is complete.

5.3 Please quote the order number in all subsequent correspondence with us relating to the order.

5.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site, we will inform you of this by e-mail or phone and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

5.6 We reserve the right to decline an order for any reason.

6. OUR RIGHT TO VARY THESE TERMS

6.1 We may revise these Terms from time to time.

6.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

6.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

7. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 7 only applies if you are a consumer.

7.1 IF GOODS ARE NOT FIT FOR CONSUMPTION ON RECEIPT OF DELIVERY PLEASE CONTACT US IMMEDIATELY. YOU MUST NOT CONSUME A PRODUCT THAT YOU BELIEVE IS NOT AT THE RIGHT TEMPERATURE OR IS NOT FIT FOR CONSUMPTION.

IF YOU HAVE ANY DOUBTS, DO NOT ATTEMPT TO CONSUME THE PRODUCT AND CONTACT US IMMEDIATELY. WE WILL ENDEAVOR TO REPLY QUICKLY BUT IF THE REPLY IS DELAYED – DO NOT CONSUME THE PRODUCT.

7.2 Most of the Products on our site are perishable. This means that the right to cancel a Contract does not apply. However, we understand that sometimes you may need to cancel an order and although our products

are specifically prepared for your order, if you contact us more than 48 hours before the date your delivery is due, it may be possible to cancel the Contract.

7.3 For non-perishable goods, your legal rights to cancel still apply.

7.4 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local council.

7.5 If you have returned a Product to us because it is faulty or mis-described, we will refund the price of such defective Product in full, together with any applicable delivery charges or reasonable costs you incur in returning the Product to us.

7.6 Unless the Products are faulty or not as described (in this case, see clause 8.5), you will be responsible for the cost of returning the Products to us or, where relevant, the cost of us collecting the Products from you;

7.7 You have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

7.8 Where applicable, refunds will be made to you using the same method and to the same account as used by you to pay for your order.

8. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

8.1 If we have to cancel an order for Products before the Products are delivered, due to an Event Outside Our Control or the unavailability of stock, we will contact you promptly. If we have to cancel an order in these circumstances and you have made any payment in advance for Products that have not been delivered to you, we will refund these amounts to you as soon as possible.

9. PROMOTIONAL OFFERS AND VOUCHER CODES

9.1 We reserve the right to extend, withdraw or cancel promotional items, special offers or voucher codes, at any time for any reason without notice. All offers are subject to availability and while stocks last.

9.2 A voucher code can only be used once per order. We may decline to fulfill any order including bulk purchase of Products on promotion or included in a special offer. Only one code, special or offer or promotional voucher can be used per an Order.

9.3 You warrant that you are using a voucher code on our site in good faith. If you redeem or attempt to redeem a voucher to which you, or a third party, are not entitled, you may be committing a civil or criminal offence.

9.4 If we make a refund for a Product that has been purchased under a promotional offer, the refund will be based on the terms of the promotional price. Your statutory rights are not affected.

9.5 In the event that Discount Voucher Codes are issued, they will have their own terms associated to them. These terms will be explained at the time the code is issued (if the code is issued electronically or physically, i.e. posted/delivered, then the terms will be explained in writing). If you are in possession of a code that does not work please contact customer services immediately. If the code is not working as a result of its individual terms and conditions then this will be explained.

9.6 Any Introductory Offers are available as one-off purchases only and the Supplier reserves the right not to honour Introductory Offers at their discretion.

10. DELIVERY

10.1 Your order will be fulfilled by the estimated delivery date slot that you have requested unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, you will be informed by ourselves or our authorised courier company. All delivery dates and times are estimates and are not guaranteed.

10.2 If you request an order to be left without a signature this is done at your own risk and we accept no responsibility for loss once it is out of the position of our courier service

10.3 You must be available to receive the delivery on your chosen day.

10.4 If we cannot contact you through phone calls we will attempt to leave your order with a neighbour.

10.5 If no one is available at your address to take delivery or a neighboring location, we, or our authorised courier company, the product will be returned to the store.

10.6 The Products will be your responsibility from the completion of delivery. You own the Products once we have received payment in full, including all applicable delivery charges

10.7 Delivery times can vary, you can pick the next available estimated delivery time when placing your order.

10.10 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. It is the Buyer's responsibility to check ALL order confirmations prior to the order being dispatched.

10.11 If the customer refuses a delivery for whatever reason, the parcel is destroyed or automatically returned to the sender. Perishable items cannot be resent and refusing an order should be a last resort.

11. PRICE OF PRODUCTS AND DELIVERY CHARGES

11.1 The prices of the Products will be as quoted on our site from time to time. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of Product(s) you ordered we reserve the right to request additional payment.

11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation, unless of an error.

11.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in Ireland for the time being. 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.

11.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site at the time of purchase.

11.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered, we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. In all circumstances please note that if the pricing

error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing, we do not have to provide the Products to you at the incorrect (lower) price.

11.6 Products can be withdrawn from the Website at any time and promotions, offer codes and limited time offers can be withdrawn at any time. The Supplier is not liable to anyone for withdrawing any Products from the Website or for refusing to process an order.

12. HOW TO PAY

12.1 Payment for the Products and all applicable delivery charges is in advance.

12.2 All financial transactions are processed by our chosen merchant processor.

13. OUR LIABILITY

13.1 Except as may be implied by law in the event of any breach of these Terms and Conditions by the us, our liability is limited to the value of the Products and/or Services we supplied. Under no circumstances shall we be liable for any indirect, incidental or consequential loss or damage whatsoever.

13.2 We only supply the Products to you for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. You agree to NOT consume the products if for any reason you believe they are not at the right temperature or not fit for consumption.

13.3 We do not in any way exclude or limit our liability for:

1. death or personal injury caused by our negligence;
2. fraud or fraudulent misrepresentation;
3. any breach of the terms implied by the Sale of Goods Act 1980.

14. EVENTS OUTSIDE OUR CONTROL

14.1 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 an Event Outside Our Control (defined below).

14.2 An Event Outside Our Control means any act, event, omission or accident beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, malicious damage, act of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, compliance with any law or governmental order, rule, regulation or direction, or failure of a utility service or public or private telecommunications networks or impossibility of motor transport or other means of private transport, breakdown of plant or machinery or default of suppliers or subcontractors.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

1.
 1. we will contact you as soon as reasonably possible to notify you; and
 2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. COMMUNICATIONS BETWEEN US

15.1 When we refer, in these Terms, to "in writing", this will include e-mail.

15.2 If you are a consumer:

1. To cancel a Contract in accordance with clause 8, please contact our Customer Services telephone line or e-mail us at info@dublinmeatcompany.com. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date we received your e-mail or letter. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us and talk to us.
2. If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by post to Dublin Meat Company, Unit 1A Forest Road, Swords, Co Dublin. You can always contact us using our Customer Services telephone line.

15.3 If we have to contact you or give you notice in writing, we will do so by e-mail, phone or by post to the address you provide to us in your order.