

Terms & Conditions

Terms of Use

This page (the “**Terms of Use**” - together with the documents referred to on it) explains the terms of use on which you may make use of our website www.keoghscafe.ie

Please read these Terms of Use carefully before you start to use our site. By using our site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our site.

About Us

KEOGHSCAFE.IE is operated Redcave Industries Limited t/a Keoghs Cafe, a company incorporated in Ireland with company number 290102 with a registered office at 1-2 Trinity Street , Dublin 2, Ireland. We are a limited company.

Access To Our Site

Access to our site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to any user.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and that they comply with them.

Purchasing on Our Site

When you place an order to purchase , we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product or service which is accepted by us only when we send e-mail confirmation to you that we've confirmed . That acceptance will be complete at the time we send this confirmation email to you.

Returns & Refunds

All customers in the European Union are entitled to a statutory cooling-off period of 14 business days, calculated from the date of receipt by you of the products. This means that you must inform us (using the method of communication we designate) within 14 days of receipt that you wish to cancel the contract. You must then return the products to us within a further 14 days.

Please review our Deliveries & Returns Policy which applies to products purchased from us. In accordance with our Delivery & Returns Policy, and in addition and without prejudice to your cooling-off rights, our policy is that returns must be made to us within 30 days of purchase.

Pricing & Availability

We try to list availability information for products sold by us on our site. Beyond what we say on that page or otherwise on our site, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by email if any products you order turn out to be unavailable. Despite our best efforts, a small number of products on our website may be incorrectly priced in error. Rest assured, however, that we try to verify prices as part of our dispatch procedures. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.

Customs

When ordering goods from our site for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from our site, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

Electronic Communications

When you visit our site or shop online on our site, or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on our site. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you complete your details in the Contact Us section, you agree that you wish to be contacted by us. This condition does not affect your statutory rights. All information is treated strictly in accordance with our [Privacy Policy](#).

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If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance

Commentary and other materials posted on our site 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 user of our site, or by anyone who may be informed of any of its contents.

Changes to Our Site

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date or inaccurate at any given time and we are under no obligation to update such material.

Liability

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

- all conditions, warranties and other terms that 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 our site or in connection with the use, inability to use, or results of the use of our site, 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
- any other loss or damage of any kind, however arising and whether caused by tort (including, without limitation, negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these Terms of Use affects 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. Further, nothing in these Terms of Use affects any of those statutory rights you have as a consumer which may not be excluded or altered.

Information About You

We respect your privacy and will only process personal data you provide to us or we obtain from you in accordance with applicable privacy law as detailed in our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. We do not want you to, and you should not, send any confidential or proprietary information to us via our site. You agree that any information or materials that you or individuals acting on your behalf provide to us will not be considered confidential or proprietary (subject always to applicable law and the terms of our privacy policy). You further recognise that we do not want you to, and you warrant that you shall not, provide any information or materials to us that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another person.

Viruses, Hacking and Other Offences

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

In breaching this provision, you would commit a criminal offence (for example in Ireland under the Criminal Damage Act 1991 and/or under the Criminal Justice (Theft and Fraud Offences) Act 2001). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it or on any website linked to it.

Linking to Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

Links to other Sites

As a convenience to you, we may provide on our site links to websites operated by other entities. If you use these websites, you will leave our site. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not warrant or represent or endorse, any linked websites or the information appearing on such website or any of the products or services described on such website. Links do not imply that we or our site sponsors, endorses, is affiliated or associated with, or is legally authorised to use any trademark, trade name, logo or copyright symbol displayed in or accessible

through the links, or that any linked website is authorised to use any trademark, trade name, logo or copyright symbol of us or any of our affiliates or subsidiaries.

Prohibited Use

You may use our site only for lawful purposes. You may not use our site in any way that breaches any applicable local, national or international law or regulation; in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; for the purpose of harming or attempting to harm minors in any way; to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt: any part of our site; any equipment or network on which our site is stored; any software used in the provision of our site; or any equipment or network or software owned or used by any third party.

Termination

We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of our site. When a breach has occurred, we may take such action as we deem appropriate.

A breach of these Terms of Use may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- issue of a warning to you;
- legal proceedings against you for payment for goods (if applicable), payment of monetary compensation and/or reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

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 may make, 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 elsewhere on our site.

Jurisdiction and Applicable Law

These Terms of Use are governed by Irish law and the Irish courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

We retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country. Similarly, you may have the right to bring proceedings in your country of residence.

Complaints Procedure

We hope you are pleased with our service, however, if you are unhappy with the products or services you have received from us please email us at info@keoghscafe.ie. You can also submit your complaint to an online dispute resolution process operated by the European Commission.

Feedback

If you have any feedback about material that appears on our site or wish to make any use of material on our site other than as permitted in these Terms of Use, please contact info@keoghscafe.ie

THANK YOU for visiting our site.