

## TERMS AND CONDITIONS OF ONLINE SHOP

### About Us

We are Minnie Peters by Design Ltd ("Minnie Peters" MP) a company Registered in Ireland under company number 520093

Our Registered office is Charter House, 5. Pembroke Row Dublin 4 Ireland

Our Trading Address is 12 Maple Avenue Stillorgan Industrial Pk. Blackrock, Dublin 18

### Our Products

While we make every effort to ensure the photographs displayed on our site are faithful reproductions of the original product, adopting every technological solution possible to minimize inaccuracies, variations may occur due to technical and colour resolution characteristics of your computer MP Ltd Shall not be liable therefore for the eventual inadequacy of the graphic representations of products displayed on the site owing to the above mentioned technical issues.

### Your Personal Information

We may ask for personal information about you. This can consist of information such as your name, e-mail address, delivery address and telephone number. By entering your details in the fields required, you enable MP Ltd to provide a service to you in the way of sending goods to your address. We consider all of the the information you share with us to be totally private and confidential.

At no point will we share, rent or sell your personal information without your consent.?We are committed to safeguarding your personal information. Whenever you provide such information, we are legally obliged to use your information in line with all laws concerning the protection of personal information, including the 2011 (Electronic Communications Network and Services) (Privacy and Electronic Communications) MP Ltd also uses cookies and collects IP addresses (an IP address is a number that can uniquely identify a specific computer or other network on the internet). We use analysis software to look at IP addresses and cookies for the purpose of enhancing your user experience. This information is not used to develop a personal profile of you and the log files are regularly purged.

MP Ltd may contact you:

In relation to the order you have placed on the website

Where you have opted to receive further correspondence.

Consumer Provisions

You may only purchase Products from our site if you are at least 18 years old. You have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from the Competition and Consumer Protection Commission.

### Order Process

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. The order procedure is completed when you select the Order and Pay now option. Upon confirmation, your order will be submitted to us for processing and the order may not be changed or cancelled except as expressly provided in these Terms and Conditions or as required by the applicable law. Confirmation of your order will be taken as proof of your acceptance of the provisions contained in these Terms and Conditions. The data recorded on the Site shall be treated as conclusive evidence of the details of the transactions between you and us. In the event of a dispute relating to

a transaction conducted on our site, the data recorded by us shall be treated as legal evidence of the transaction.

## Revision of Terms

We may revise these Terms from time to time in the following circumstances: changes in how we accept payment from you; changes in relevant laws and regulatory requirements; and any other reasonable circumstances. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us. Whenever we revise these Terms in accordance with this 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 outset of these Term and Conditions.

## Right to Cancellation - UK/EU

You have a right to cancel this contract within 14 days from the day on which you take possession/delivery of the goods without giving any reason. This means that during this 14 day period if you change your mind or for any other reason you decide you do not want to keep any of the goods purchased, you can notify us of your decision to cancel the contract and receive a refund. Your right of cancellation expires after expiry of this 14 day period.

However, your cancellation right does not apply in the case of any made-to-measure or custom-made products, products made to your specification or clearly personalised. Sale items can only be returned in exchange for a credit note subject to your statutory rights.

## Procedure for Cancellation

To cancel a contract please contact us in writing to tell us by sending an e-mail headed 'Notice of Contract Cancellation' to [shop@minniepeters.com](mailto:shop@minniepeters.com) You may wish to keep a copy of your cancellation notification for your own records. When you send us your cancellation notice by e-mail, your cancellation will become effective from the date you sent us the e-mail. You must cover the cost of the return delivery of the relevant goods in the case of cancellation of the contract. You will receive a refund no later than 14 days after we have received the returned items and all items are undamaged You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us. You are under a duty to take reasonable care of the goods and will be liable for damage to the goods during the period up to and until we actually receive them at our warehouse. Please note you may only use your right to cancel the order if you give us formal written notice of cancellation any time after your order has been placed, up until 14 days from the day you received your order, as set out above.

## Communications

When we refer, in these Terms, to "in writing" this will include e-mail. If you are a consumer, to cancel a contract in accordance with your legal right to do so you must contact us in writing by sending an e-mail to [sales@minniepeters.com](mailto:sales@minniepeters.com) headed Notice of Contract Cancellation. 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, then your cancellation is effective from the date you sent us the e-mail. If you wish to contact us in writing for any other reason, you can send this to us by e-mail at [shop@minniepeters.com](mailto:shop@minniepeters.com) If we have to contact you or give you notice in writing, we will do so by e-mail, by pre-paid post to the address you provide to us in your order, or by phone.

## Further Terms

We may transfer our rights and obligations under a Contract to another organisation but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a

consumer and you have purchased a Product as a gift, you may transfer the benefit of your Contract to the recipient of the gift without needing to ask our consent. You must however tell us in writing (which shall include email) that you have done this. This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient by you of your gift of a Product will have the benefit of a Contract made between us and the original purchaser, but neither we or you will need their consent to cancel or make any changes to these Terms. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. If you are a consumer, please note that these Terms are governed by Irish and European law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by Irish and European Law. If you are a business, these Terms are governed by Irish law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by Irish law. We both agree to the exclusive jurisdiction of the courts of Ireland and European Union. We will not file a copy of the Contract between us.

#### Delivery

We work with recommended specialist shippers and are always doing our best to help provide fast and safe transport arrangements for our clients. MP will provide a quote upon request of which The Shippers Terms and Conditions for Delivery will apply and MP will not be held responsible in this regard.

The cost in the event of Returning an item to MP will be Bourne by client, MP will not refund the cost of delivery for an item that has been returned.