

Oxendale & Co Limited Personal Credit Account

RETAIL ACCOUNT TERMS AND CONDITIONS

1. Introduction

1.1. Please read these terms and conditions carefully.

1.2. Accounts are only available to individuals aged 18 years or older who are permanent residents of Ireland and for personal (and not business, trade or professional) purposes.

1.3. You become legally bound by these conditions once you complete any purchase.

1.4 All purchases will require registration and subsequent access to those services will be subject to an approved login name and password ("Password Details").

1.5 Information that you provide on this website must be accurate and complete. All Passwords Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times.

2. Definitions and interpretation

2.1. The following expressions have the following meanings in the Agreement:

Business Day means a day (other than a Saturday or Sunday or a public holiday in Ireland) on which our offices in Dublin and banks in Dublin are open for business.

CCA Regulations means the European Communities (Consumer Credit Agreements) Regulations 2010 as amended or replaced.

CCPC regulation means the Competition and Consumer Protection Commission.

Delivery means delivery of the goods to your nominated address. This does not include obtaining delivery signature or photographic evidence of delivery.

Direct Dispatch means, any item sold by Oxendale & Co Ltd, that is delivered directly from a supplier or manufacturer and not from our own warehouse stock.

Faulty means a product which fails prematurely or does not work as intended.

My Account is the section of our website which allows customers to view and edit details on their account.

Payment means all payments paid / payable by you to us under the Contract

Payment Method means the method by which you will make Payments. The Payment Method is as chosen by you from the options available when you accept the Agreement.

Privacy Policy means our "Privacy Policy" available <https://www.oxendales.ie/shop/policies/>.

VAT means any:

(a) tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a), or imposed elsewhere.

we or **us** means Oxendale & Co Limited. Trading as Oxendales, Simply Be and Jacamo and includes its successors assigns and transferees. Any other grammatical form of the word 'we' has a corresponding meaning.

you means the customer named in Credit Agreement and your and any other grammatical form of the word 'you' has a corresponding meaning.

2.2. Unless otherwise required by the context, a singular word includes the plural and vice versa and reference to any gender includes all genders and a reference to any:

(a) party includes that party's successors, personal representatives and permitted assigns;

(b) provision of law is a reference to that provision as amended or re-enacted; and

(c) document is to that document as varied or replaced (provided, where required, we have consented to such variation or replacement).

3. Standard Delivery

3.1 You can usually expect your delivery in 5 working days.

3.2 Items which come direct from the manufacturer (eg. larger furniture items and goods requiring personalisation), will take a little longer. For further information on the expected delivery times of heavy furniture items please check the My Account Section of our website.

3.3 A fee of €4.99* will be incurred on each order placed. If you make multiple separate orders within the same day, you will be charged a delivery fee for each individual order, even if the items are delivered within the same parcel.

3.4 We hold no responsibility for delays to delivery as a result of:

- (a) Acts of God
- (b) External Industrial actions
- (c) Acts of war
- (d) And other delays outside of our control that we could not reasonably foresee or avoid.

4. Express Delivery

4.1 Our 'Express Delivery Service' offers delivery of goods within 2 working days. There is an additional €4.00* fee for this service.

4.2 This service is subject to availability of goods.

*All prices are subject to change without notification

5. Direct Dispatch Items

5.1 Some items including (but not limited to) larger items, some electronics and some garden furniture, are delivered direct from the supplier.

5.2 These items may take longer than our standard 5 working days for delivery. For further information on the expected delivery times of heavy furniture items please check the My Account Section of our website.

5.3 We reserve the right to apply an additional fee of €25 for larger items.

5.4 It is your responsibility to check the dimensions of internal and external access points, including gates, doors, corridors, stairs and corners, to ensure that large items fit into your house or room. We do not accept responsibility for any furniture that will not fit into its intended location.

5.5 If furniture ordered does not fit and our delivery service is unable to deliver it to the room

of choice, it will be classified as a cancelled order and you may be charged an additional removal fee.

5.6 You or another person over 18 must be present for the delivery of your furniture.

6. Delivery to Alternative Address

Items ordered via this website can only be sent to the address registered on your account. If you wish your order to be sent to a different address in the Republic of Ireland, please place your order by calling 01-8 300 600 or use the Contact Us page to send us an email with your account number, the products you would like to order and the address to which you would like them delivered.

7. Returns

7.1 You must comply with the following instructions when returning an item.

7.2 All items must be returned in unused condition, in their original packaging. This includes any self-assembly items.

7.3 With each delivery you will be provided with an advice note listing the contents of the parcel. Select the most appropriate reason code on the back of the advice note and then enter this code alongside the item you are returning. This will help us to improve our quality control when we examine the returned goods.

7.4 Any return of items bought through a special promotional offer including but not limited to 3 for 2 or Buy One Get One Free, must include all items purchased within that deal.

7.5 If all items purchased within a promotional deal are not returned, we reserve the right not to issue a full refund and you may be charged the full price for any item that you keep.

7.6 All items must be returned via either Parcel Connect or An Post, with the exception of larger items.

7.7 if you wish to return a larger item, you must contact us directly via Customer Service to arrange to collect the item from you.

8. Right to Return/Cancel

8.1 If you are unsatisfied with any items purchased, you can cancel an order or return any item as explained here.

8.2 All returns must be made within 28 days of delivery.

8.2 You can cancel your order or return most items for any reason, with some exceptions as explained in clause 9(Return Exceptions). From the time you place the order up to and including the 14th day after the day of delivery of the item. Items must be returned to us in a new, unused condition and in the original packaging.

8.3 If you wish to cancel your order you will need to tell us within this 14 day period and send back the items no later than 14 days after telling us you wish to cancel.

8.4 We may not be able to give you a full refund if the value of the item is reduced as a result of your actions. Please return it to us as soon as possible after giving notice of cancellation (and in any event within 28 days of delivery).

8.5 If you return all of the items in an order we will refund the cost of the returned items plus the delivery charge (excluding any additional charge for express delivery).

8.6 If you return the item by any means, other than through an official carrier using our prepaid returns label, this will be entirely at your own cost and will not be reimbursed.

8.7 We hold no obligation to accept returns (other than faulty items) outside of our returns period. If, at our sole discretion, we decide to accept a return received outside of this returns period, we reserve the right to make a charge to cover our costs in processing the late return.

9. Return Exceptions

9.1 Unless faulty, the following items cannot be cancelled or returned

- (a) Bespoke items,
- (b) Customised or personalised items; perishable items;
- (c) Items sealed for health or hygiene reasons if unsealed (including but not limited to, earrings, bedding, lingerie, swimwear personal grooming items, underwear);

- (d) sealed audio,
- (e) Video or software recordings if unsealed and/or if security tag is removed,
- (f) Video Games or Consoles if unsealed and/or if security tag is removed,
- (g) Smart devices including mobile phones, Apple® items, tablets, wearable technology and computer devices if unsealed and/or security tag is removed.

9.2 You can examine items (including Smart Devices) which are sealed for hygiene or security purposes, as you would in a retail store.

9.3 Sealed items (including Smart Devices) can only be cancelled or returned in an 'as new' condition in its original, undamaged packaging, unused along with any accessories and with any security seals and tags still intact. Bespoke, customised or personalised items or perishable items (such as flowers and perishable food items) cannot be cancelled or returned unless faulty.

9.4 If you cancel or return items outside of our Returns and Cancellation policy as set out above, we may either: return the item back to you at your cost; or accept the item (at our discretion) but make deductions, up to the value of the item, to account for the diminished value of the item and you may not receive a full refund.

9.5 Your statutory rights are not affected.

10. Faulty Items

10.1 If anything you order from us fails prematurely due to defective workmanship or materials, we will offer a full or partial refund, repair or replacement as appropriate in the circumstances.

10.2 If an item is received in poor condition or shows evidence of a fault within the first 6 months' we will offer a full or partial refund, repair or replacement as appropriate in the circumstances without requiring any further evidence.

10.3 If an item shows evidence of a fault after 6 months', we will offer a full or partial refund, repair or replacement as appropriate in the circumstances once evidence of the fault has been provided and is not as a result of normal wear and tear, misuse of the product or intentional damage.

11. WEEE Directive

11.1 Waste Electrical and Electronic Equipment (WEEE) and waste batteries should never be placed in your waste disposal or recycling bins. WEEE is taken back free of charge at electrical retail outlets on a one-for-one like-for-like basis (for example, if you purchase a kettle from us we will take your old kettle, but not a toaster). WEEE and waste battery recycling is free.

11.2 To arrange for us to collect your WEEE products please contact our Customer Service. You can also take the item to your local civic amenity. Waste batteries can also be recycled free of charge, we will take back waste batteries free of charge provided any waste batteries returned to us are of equivalent type sold by us.

11.3 Each local civic amenity must accept household WEEE and waste batteries free of charge from members of the public. Please contact your local authority for details of your local civic amenity. Local Authorities cannot charge gate fees for WEEE or waste batteries.

11.4 The price of electrical items includes a contribution to recycling costs:

- (a) Large refrigeration: €10.00 (side-by-side/American style fridges)
- (b) Smaller refrigeration: €5.00 (larder/two door/under counter fridges, chest freezers above and below 150 litres)
- (c) Large appliances: €5.00 (washing machines, dryers, cookers)
- (d) Large T.V.'s: €5.00 (73+cm)
- (e) Gas discharge lamps: €0.15 (All fluorescent lamps, CFL's, sodium and metal halide lamps)
- (f) LED light sources: €0.05 (LED Lamps & Luminaires, with the exception of LED household luminaires)

Find your local civic amenity centre here
Recyclemore Ireland.

12. Price Policy

12.1 The goods and services featured on this website are only available to persons resident in the Republic Of Ireland and The Oxendales Group T/A The Oxendales Group, Oxendales, Simply Be, Jacamo will not accept orders from outside the Republic Of Ireland.

12.2 When you submit an order via our website you will receive an e-mail acknowledging your order. This e-mail does not constitute an acceptance of your order by us. Your order has only been accepted and a contract formed between you and us when we despatch the goods to you.

12.3 We describe every item across our websites as accurately as we can, and we believe they represent excellent value for money. Technical errors or mispricing may occur which we will rectify as soon as possible.

12.4 Placing a product in your bag does not reserve or guarantee the price shown at the time as it is possible that a product's price may increase or decrease between you placing it in your bag and the completion of your purchase.

12.5 If our prices alter for any reason (upwards or downwards), we will notify you at or before the time we complete your order.

12.6 All orders are subject to our acceptance. Acceptance of your order and the formation of the contract between you and us will take place when the goods are despatched to you.

12.7 On the rare occasions that there is an error in the catalogue or online, we will do our best to inform you at the earliest opportunity when you order or before you receive the goods.

12.8 We reserve the right to adjust the price of products to take into account any change to taxes or duties.

12.9 All our products are subject to availability. Your rights are also protected under the European Communities (Consumer Credit Agreements) Regulations 2010.

13. Promotional Discount Codes

13.1 Our promotion codes entitle you to fantastic discounts and free gifts, and they're really easy to use! Just type the code into the 'Add Promotional Code' box on the Shopping Bag page and click 'Apply'.

13.2 Each promotional code has its own terms and conditions, which are made clear when it is issued to you.

13.3 Each customer is entitled to use one code per order.

13.4 We hold no responsibility for promotions missed due to expiry of codes, issues apply codes, codes entered incorrectly or issues with said code.

13.5 If a promotional code is no longer in use or has expired we hold no obligation to retroactively apply this code to your order.

14. Change of circumstances and address

14.1 You must immediately inform us of any change in your circumstances, including when:

- (a) your contact details change (including your postal, residential or email address);
- (b) you have changed your name;
- (c) you appoint a person to act on your behalf under a power of attorney;
- (f) there is any information that we should be aware of about your ability to comply with these terms and conditions.

14.2 We will not be responsible for any errors or losses associated with a change in your circumstances if we do not receive adequate notice of the change.

15. Data Protection

15.1. We are committed to complying with applicable data protection laws when collecting, using and disclosing your personal data (being information that directly or indirectly identifies and relates to you, as defined in those laws). This will include, for example, the details you provide in opening an account as well as order history.

15.2. The Privacy Policy sets out our respective rights and obligations in relation to the processing by us of personal data about you.

15.3. You agree that you have reviewed our Privacy Policy and you will not do anything (or omit to do anything) which would put us in breach of data protection laws.

15.4. We may amend our Privacy Policy from time to time. Where we make material amendments we will provide you with appropriate notice.

16. Notices

16.1. To the extent permitted by law, any notice or document given by us under the Agreement or required by law or industry code or guideline may be given in writing, can be signed by any of our officers or employees, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us, or published on the My Account Section.

15.2. Any such notice or document will be deemed to have been received by you if delivered by post at noon on the second Business Day following the effective date of posting or, if delivered personally, when delivered or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address. In proving service by post it will be sufficient to show that the notice or communication was properly addressed and posted, notwithstanding that it was in fact not delivered or was returned undelivered.

17. Assignment

17.1. The Agreement cannot be assigned by you without our prior written consent.

17.2. We may deal with, assign or transfer (whether absolutely or by way of security) to any person, company or other entity all or any of our rights, interests and/or obligations under these Terms and Conditions. This will not affect your rights or obligations under the contract.

17.3. Any reference to us in the Terms and Conditions includes our successors, assigns and transferees who may, to the extent of their interest, proceed upon and enforce the Terms and conditions and exercise all of our rights powers and discretions (including, without limitation, the discretion to vary interest rates if applicable).

17.4. We may also disclose on a continuous basis any information or documents relating to you or the contract to:

- (a) our officers, employees, service providers and professional advisors;
- (b) any of our related entities;
- (c) any person, company or other entity who is or may be involved in a dealing, assignment or transfer referred to in clause 24 (Assignment);

Registered in Ireland No. 263438. Registered Office: Woodford Business Park, Santry, Dublin 17. WEEE Reg. no. 00460WB. Our website is www.oxendales.ie and www.simplybe.ie

18. Our rights

18.1 If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it.

18.2 We reserve the right to refuse new customers orders for certain goods (in particular electrical products, computers and computer games) until new customers have built up an appropriate trading history with us. Your order may be refused even after you have paid in full. This amount will be refunded to you.

19.3 It is within our sole discretion to refuse any order, or part of it, as we see fit.

19.4 We have the right to amend, remove or vary our services and/or any part of the Website (including our Ts&Cs) at any time.

20. Contacting you

You agree that our employees and authorised agents may contact you by any means, including by SMS, email, telephone or any other place at any time for any purposes relating to your order/purchase.

21. Governing law and jurisdiction

The Terms and Conditions, and any non-contractual obligations arising out of or in connection with it, are governed by the Laws of Ireland and you agree, without prejudice to our right to take proceedings before any other courts having jurisdiction, that the courts of Ireland will have jurisdiction to settle any dispute arising out of or in connection with the contract (including a dispute relating to the existence, validity or termination of the contract or any noncontractual obligation arising out of in connection with the Agreement).

22. About us

Oxendale & Co. Limited trading as Oxendales, Jacamo & Simply Be is regulated by the Central Bank of Ireland.

Oxendale & Co. Limited is a limited liability company. Directors: Directors: P. Sweeney (British), J. Boshell, D. Joy (British)