

## **Terms and Conditions**

These Terms and Conditions are applicable every time you access our website and/or order goods from our website. Please note that these Terms and Conditions also incorporate the following sections, which we advise that you read:

- Ownership
- Ordering Goods
- Privacy Policy
- Copyright
- Trademarks

Before proceeding with an order, you will be required to show that you have read and understood the following terms and conditions. We recommend that you print a copy of these Terms and Conditions for your future reference.

### **1. Ownership**

1.1 This site is owned and operated by Rockwell Ornaments Ltd. Our registered office is Drumfries Clonmany Co.Donegal Registered in Ireland No. 220445

1.2 All rights in this website are owned by us. Any unauthorised use, copying or modification is prohibited.

### **2. Ordering Goods**

2.1 All orders placed through our website will be subject to our acceptance of the order.

2.2 When you submit an order to us on our website, you will receive a 'bounce back' confirmation email of this order saying that we are processing your order. You will then receive a second email from us acknowledging your order and giving you estimated timescales for delivery. You should check both emails for accuracy and let us know immediately if there are any errors. Neither of these emails constitute acceptance of the order by us. Your order will be accepted by us (and a contract will then be formed between us) when we despatch the goods to you. Title to the goods will pass to you on delivery.

You appoint us Rockwell Ornaments in respect of each order you place with us on an irrevocable basis as your agent for the purposes of us giving instructions on your behalf in relation to section 84 of the Postal and Telecommunications Services Act 1983 and thereby permit postal packets addressed to you to be opened, delayed, detained and/or for the due delivery of the postal packet to you to be interfered with or prevented.

2.3 Should you wish to cancel your order or return any goods, please call +353 74 93 20531

2.4 Please note, you are responsible for all purchases made on your account and are personally liable for the full outstanding balance.

### **3. Processing your orders and payment**

3.1 Whilst it is our intention to keep our website up to date and error free, product description or pricing errors may occur. If we discover such an error after you have submitted an order to us, we will contact you prior to accepting your order with the correct details. You may then either cancel your order or re-confirm it based on the correct information. If we are unable to contact you, we will treat your order as cancelled.

3.2 All prices shown on our website are inclusive of VAT.

### **4. Delivery**

#### **4.1 General Information**

All orders are subject to product availability. If an item is not in stock at the time you place your order, we will notify you and refund you the total amount of your order, using the original method of payment.

#### **4.2 Delivery Location**

Items offered on our website are only available for delivery to addresses in Ireland and the UK. Any shipments outside of these areas are not available at this time.

#### **4.3 Delivery Time**

An estimated delivery time will be provided to you once your order is placed. Delivery times are estimates and commence from the date of shipping, rather than the date of order. Delivery times are to be used as a guide only and are subject to the acceptance and approval of your order. Unless there are exceptional circumstances, we make every effort to fulfil your order within 2 business days of the date of your order. Business day mean Monday to Friday, except holidays. Please note we do not ship on Sundays. Date of delivery may vary due to carrier shipping practices, delivery location, method of delivery, and the items ordered. Products may also be delivered in separate shipments.

#### **4.4 Shipping Costs**

Shipping costs are based on the weight of your order and the delivery method. To find out how much your order will cost, simply add the items you would like to purchase to your cart, and proceed to the checkout page. Once at the checkout screen, shipping charges will be displayed. Additional shipping charges may apply to remote areas or for large or heavy items. You will be advised of any charges on the checkout page.

Sales tax is charged according to the province or territory to which the item is shipped.

#### **4.5 Damaged Items in Transport**

If there is any damage to the packaging on delivery, contact us immediately at [patrick@rockwellornaments.com](mailto:patrick@rockwellornaments.com)

#### **Questions**

If you have any questions about the delivery and shipment of your order, please contact us at [patrick@rockwellornaments.com](mailto:patrick@rockwellornaments.com)

### **5. Privacy Policy**

Please make sure that you have read and understood our [Privacy Policy](#) which explains how we safeguard any data which you provide to us in order for us to fulfil your online order.

## **6. Copyright**

6.1 We are the operators of this website, and the contents of it is either our property (or that of our affiliated companies) or are used under licence from our suppliers. We are the owners of the compilation of information in this website.

6.2 Our rights, and those of our affiliates and suppliers, are protected by Irish, European, and International intellectual property laws, including those for the protection of copyrights, trademarks, and database rights. Misuse of this website may incur civil liability or attract criminal sanctions.

6.3 We grant you a limited, non-exclusive and revocable licence to access our website for the purposes of browsing our (or our affiliates) product offer(s), ordering goods or services from us (or our affiliates), or obtaining contact information for us (or our affiliates).

6.4 Your licence to access our website does not extend to any commercial use of our website, or to any use of our website whatsoever which is for the benefit of any commercial entity other than us (or our affiliates).

6.5 You are expressly not permitted to download any part of our site (other than by reason of automatic page caching), to amend or modify it or any part of it, to reproduce or copy, sell (including any resale), or otherwise exploit our website (or any part of it) for any purpose other than as set out above, nor are you permitted to frame our website or to link to any element of it other than the homepage.

6.6 You are permitted to link to our homepage, provided that the link is not misleading, false, derogatory, or otherwise prejudicial to our (or our affiliates) suppliers interests, but you are expressly not permitted to use any of our logos or graphics either as or in connection with such a link.

## **7. Trademarks**

All brand names, product and service names and titles and copyright used in this site are trademarks, trade names, service marks or copyright of their respective holders. No permission is given by Shop Direct Ireland Ltd or their affiliates for the use of such brand names, product and service names and titles and copyright by any other person and such use may constitute an infringement of the holder's rights.

## **8. Returns Policy**

### **8.1 Returns**

We accept returns. You can return unopened items in the original packaging within 30 days of your purchase with receipt or proof of purchase. If 30 days or more have passed since your purchase, we cannot offer you a refund or an exchange.

Upon receipt of the returned item, we will fully examine it and notify you via email, within a reasonable period of time, whether you are entitled to a return. If you are entitled to a return, we will refund your purchase price and a credit will automatically be applied to your original method of payment. Only regular priced items may be refunded. Sale items are non-refundable.

# Privacy Policy

## 1. Introduction

Rockwell Ornaments Ltd respect your right to privacy and comply with our obligations under the Data Protection Acts 1988 and 2003. The purpose of this website Privacy Statement is to outline how we deal with any personal data you provide to us while visiting this website. Naturally, if you are not happy with the content of this Privacy Statement you should not use this website. By visiting the Rockwell Ornaments Ltd website, you are accepting the terms of this Privacy Statement. Any external links to other website are clearly identifiable as such, and we are not responsible for the content or the privacy policies of these other websites.

## 2. Types of Information Collected

We retain two types of information:

- **Personal Data** : This is data that identifies you or can be used to identify or contact you and may include your name, address, email address, user IP addresses in circumstances where they have not been deleted, clipped or anonymised, telephone number, and billing and credit card information. Such information is only collected from you if you voluntarily submit it to us.
- **Non-Personal Data** : Like most websites, we gather statistical and other analytical information collected on an aggregate basis of all visitors to our web site. This non-personal data comprises information that cannot be used to identify or contact you, such as demographic information regarding, for example, user IP addresses where they have been clipped or anonymised, browser types and other anonymous statistical data involving the use of our website.

## 3. Purposes for which we hold your Information

- **Non-Personal Data** : We use the non-personal data gathered from visitors to our website in an aggregate form to get a better understanding of where our visitors come from and to help us better design and organise our website.
- **Personal Data** : We will process any Personal Data you provide to us for the following purposes:
  - a) to contact you if required in connection with your purchase or to respond to any communications you might send to us;
  - c) to communicate with you about association activities. Please note all credit card or other payment information is transmitted using SSL encryption. All payment information details, including credit card numbers and bank details, are permanently deleted from our servers when the payment has been processed.

## 4. Disclosure of Information to Third Parties

We may provide non-personal data to third parties, where such information is combined with similar information of other users of our website. For example, we might inform third parties regarding the number of unique users who visit our website, the demographic breakdown of our community users of our website, or the activities that visitors to our website engage in while on our website. The third parties to whom we may provide this information may include potential or actual advertisers, providers of advertising services (including website tracking services), commercial partners, sponsors, licensees, researchers and other similar parties. We will not disclose your

personal data to third parties unless you have consented to this disclosure or unless the third party is required to fulfil your order (in such circumstances, the third party is bound by similar data protection requirements). We will disclose your personal data if we believe in good faith that we are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

## **5. Security**

Your personal data is held on secure servers. The nature of the Internet is such that we cannot guarantee or warrant the security of any information you transmit to us via the Internet. No data transmission over the Internet can be guaranteed to be 100% secure. However, we will take all reasonable steps (including appropriate technical and organisational measures) to protect your personal data.

## **6. Updating, Verifying and Deleting Personal Data**

You also have a right to have your personal data corrected, if inaccurate, or, in certain circumstances, erased.

## **8. Changes to the Privacy Statement**

Any changes to this Privacy Statement will be posted on this website so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any time we decide to use personal data in a manner significantly different from that stated in this website, Privacy Statement, or otherwise disclosed to you at the time it was collected, we will notify you by email, and you will have a choice as to whether or not we use your information in the new manner.

## **9. Governing Law and Jurisdiction**

This Privacy Statement is governed by the laws of Ireland and is subject to the exclusive jurisdiction of the Irish courts.

## **10. Questions or Comments**

If you wish to contact us to discuss any matter in relation to this Privacy Statement or our processing of your personal data, please feel free to contact us by email [patrick@rockwellornaments.com](mailto:patrick@rockwellornaments.com)