In General

Black Label company, www.hottubireland.ie owns and operate this Website. This document governs your relationship with www.hottubireland.ie (“Website”). Access to the use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”).

By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of this Website.

**Privacy Policy**

By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

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 this Website or to your downloading of any material posted on it, or on any website linked to it. Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of www.hottubireland.ie or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by www.hottubireland.ie and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or any which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

**Terms of Sale**

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with www.hottubireland.ie you must be over 18 years of age and poses a valid credit or debit card issued by a bank acceptable to us. Black Label will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be www.hottubireland.ie or may in some case be a third party. Where a contract is made with a third party ww.hottubireland.ie is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

1. Our Contract

When you place an order, you will receive an acknowledgement email to

confirming receipt of your order; this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by email that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.

1. Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged additionally. Free delivery for hire of hot tub up to 30 km from our Limerick base...such additional charges are clearly displayed where applicable and included in the ‘Total Cost’.

1. Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

You can use your credit or debit card, PayPal account or transfer to bank account to process securely payment for purchasing products on our website [www.hottubireland.ie](http://www.hottubireland.ie).

1. Delivery of products, damage during delivery, charges:

You agree that you are happy to purchase any product from our website [www.hottubireland.ie](http://www.hottubireland.ie) and it can takes up to max 30 working days for delivery (it depends on availability of product). But it could takes normally 7 – 10 working days for delivery of Hot tub and 2 – 3 working days for small packages for delivery if we have products available in stock.

We always provide **tracking number**, so you can easy track your parcel.

**Small packages** **delivery:** (accessories, chemicals, filters, fragrances) – if you make order of these products until 2 pm (according availability), you will receive delivery on next day. If you make order after 2 pm, it takes 2 working day to deliver products to your address.

**Hot tub delivery:** 7 – 10 working days in Republic of Ireland (if we have Hot tub available in stock). Maximum delivery time is up to 30 working days.

Delivery charges: Home delivery for Republic of Ireland

 Home delivery for Northern Ireland and United Kingdom

Delivery charges are calculated according products purchased per transcation.

The Price includes value added tax.

**Damage parcel during delivery:** Please do not take parcel if the package has been opened or damaged, there is visual damage of parcel. Immediately contact the driver and we will contact our courier company about damaged parcel. We strongly encourage you to contact driver or us as soon as you become aware of any problems during delivery.

**Return policy:** The law only entitles you return an item if it is broken or not as described. You are not legally entitled to return something if you don’t like it. If the product is faulty, we can offer repair, replacement or full refund. Product has to be packed in original package, not used and not opened with original proof of receive.

You have **14 working days** to return goods – unused, in original package with proof of purchase. We are happy to exchange or refund goods if returned within 14 days of purchase and provided at they remain unused, unopened, in their original condition and packaging with all materials, manuals and accessories intact.

**Returning an Unwanted Item:**

If you wish to return an unwanted item, you may do so, once you notify us within 14 dyas of receipt of the order via online form, email, phone conversation. The item must be unused, in its original condition and packaging with all materials, manuals and accessories intact. **Please note that it is your responsibility to return this item in protective packaging and you are responsible for return postage costs.** We reserve the right to refuse returns or to charge you for our reasonable cost if the product is received otherwise than in accordance with these requirements.

**Cooling Off Period**

There is a cooling off period of 14 working days during which you have the right to cancel your order. You must provide notice of cancellation no later than 14 days after the receipt of goods through one of the following mediums:

* Online contact form
* By telephone call
* By email to hottubireland@gmail.com or helphottubireland@gmail.com

You will be liable for the cost of returning the goods to us and must ensure that they are returned in protective packaging.

**Returning Incorrect Items:**

Upon delivery, it is the customer’s responsibility to check the contents of their packages and inform us of any discrepancies at the earliest opportunity.

If you receive an item which differs in description please ensure that you check inside the box to confirm that the correct items are not inside the box. We will arrange collection of the incorrect items on a date suitable for you within 7 days. Where the correct item has been delivered and the incorrect item has not been collected or otherwise returned to us, then you will be liable for the cost of the incorrect itme(s).

**Returning a Damaged of Faulty Item**

We strive to ensure all purchases reach you in perfect condition. If you receive a delivery and the item is damaged please refuse the delivery and notify us within 24 hours via phone conversation or email. Where the damage is not noticeable until you open your parcel, after you have signed for delivery or where the parcel is delivered via AnPost which cannot be refused, then you must notify us within 24 hours, we will then advise on how best to proceed. Please check all contents in the package.

We are unable to accept a return of goods damaged in transit unless you notify us within 7 days of receipt of your order.

**Faulty Item**

In the unlikely event that you receive a faulty item you may return this item to us in accordance with your statutory rights. This item will be inspected and if it is confirmed as faulty then we will issue a suitable form of redress (replacement / repair / refund).

If an item is not deemed faulty following inspection, then we are unable to offer a replacement or refund. A reason will be given as to why the product is in dispute.

**If the fault present is deemed to be a non-manufacturing fault (due to accidental damage or mis-use) then we are unable offer you with a replacement or a refund.**

Where an item is damaged or returned otherwise than as per our stated requirements above, we reserve the right to refuse a refund. We reserve the right to refuse returns or to charge you for our reasonable cost if the product is received otherwise than in accordance with these requirements. **You are responsible to pay the cost of returning the goods and must ensure that it is returned in protective packaging.**

**Charges for returning goods:**

**-** purchasing of small packages – charge is paid by customer with original proof of purchase ( Ireland only) – please see more details in our shop.

**-** Hot tub returns: - charge paid is by customer for Ireland and Northern Ireland (please see more details in our shop)

1. **Extra service:**

**Installation of Hot tub** – **100 euro** (Dublin, Cork, Galway, Limerick, Kilkenny, Waterford). Please contact us about different counties for more details.

* Installation of Hot tub
* Advices and instructions given about working Hot tub
* If chemicals bought, explained how to use them correctly
* Safety instructions given for using Hot tub

**Disclaimer of Liability**

The material displayed on this Website is provided without any guarantees, conditions or

warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent

permitted by law www.hottuireland.ie and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive, or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites

of any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect www.hottubireland.ie’s liability for death or personal injury arising from its negligence fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

**Variation**

www.hottubireland.ie shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

**Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Black Label ltd company will not be held responsible for any damage or injuries resulting from the misuse of our hot tubs. We will not be held responsible for any damage caused by the hot tub to lawns, patios, decking or any water damage to anything else. It is your responsibility to make sure nothing is damaged. We can advise you on any possible problems that could arise.

Refund Policy

We are happy to exchange or refund any item in fully resalable condition (not used, not open, fully packed) with proof of receipt returned to us within 14 days. This does not affect your

statutory rights re faulty or where goods to not match their description.

**Terms & Conditions for Black Label or www.Hottubireland.ie.**

Black Label or www.Hottubireland.ie requires all persons hiring equipment to have read and understood the contents of this document before signing. If you do not understand the information contained within this document, and if you require further clarification on said points, please speak to your installation engineer or contact Black Label or [www.hottubireland.ie](http://www.hottubireland.ie)

**Definitions**

“Company” is Black Label or www.hottubireland.ie who have their registered address at 107 Old Windmill Court, Lower Gerald Griffin Street, Limerick.

“Client” means the person, firm, company or other organisation hiring equipment

“Deposit” means any advance payment required by the Company in relation to the Hire Goods which is to be held as security by the Company

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, subcontractors,

lockout, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events

“Equipment” means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Client

“Hire Period” means the period commencing when the Client holds the equipment on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the equipment by the Client into the company’s possession; or (ii) the physical repossession or collection of equipment by the company. Hire Periods run from Monday until Thursday and Thursday until Monday.

“Liability” means liability for any and all damages, claims, proceedings, actions, awards,

expenses, costs and any other losses and/or liabilities;

“Contract” means a contract which incorporates these conditions and made between the Client and the Company for the hire of equipment

“Rental” means the Company’s charging rate for the hire of the Equipment which is current from time to time during the Hire Period

**2 Basis of Contract**

**2.1** Equipment is hired subject to it being available for hire to the Client at the time required by the Client. The company will not be liable for any loss suffered by the Client as a result of the Equipment being unavailable for hire where the equipment is unavailable due to circumstances beyond the Company’s control.

**2.3** Nothing in this Contract shall exclude or limit any statutory rights of the Client which may not be excluded or limited due to the Client acting as a consumer. Where the Client is acting as a consumer any provision which is marked with an asterisk (\*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local office of the Director of Consumer Affairs or Citizens Information Centre.

3 **PAYMENT**

**3.1** The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Client or otherwise as shown in the Company’s current price list from time to time. Where a Deposit is required for the Equipment it must be paid in advance of the Client hiring the Equipment. Currently a deposit of €50 is required for hiring a hot tub and a deposit of €30 is required for the hiring of a Gazebo. The Company may also require an initial payment on account of the Hire Period in advance of the Client hiring the Equipment.

**3.2** The Client shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the contract to the Company at the time and in the manner agreed. The Company’s prices are, unless otherwise stated, inclusive of any applicable VAT.

Where the client requests to extend the rental at the time of delivery, subject to availability, a quote will be furnished and fee will be payable by the client immediately.

**3.3** Payment by the Client on time under the Contract is an essential condition of the Contract.

Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.

**3.4** \*If the Client fails to make any payment in full on the due date the Company may charge the Client interest (both before and after judgment/decree) on the amount unpaid at the rate implied by law namely 8% per annum.

**3.5** \*The Client shall pay all sums due to the Company under this Contract without any setoff, deduction, counterclaim and/or any other withholding of monies.

4 **RISK & OWNERSHIP**

**4.1** Risk in the Equipment and any Products will pass immediately to the Client when they leave the physical possession or control of the Company. Black Label will not be held responsible for any damage or injury resulting from the negligent misuse of any Equipment. Further we will not

be held responsible for any damage caused by the Equipment to lawns, patios, decking or any water damage.

**4.2** Risk in the Equipment will not pass back to the Company from the Client until the Equipment is back in the physical possession of the Company. This shall apply even if the Company has agreed to cease charging the Rental.

**4.3** Ownership of the Equipment remains at all times with the Company. The Client has no right, title or interest in the Equipment except that they are hired to the Client.

**4.4** The Client must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

4.4 **Safety Guidelines while using Hot tub:**

Do not allow young children to play unsupervised in the tub

Do not have any electrical objects near the tub

Do not consume alcohol whist using the hot tub

Do not use glass of any description while in the tub (plastic glasses maybe used)

Do not enter the hot tub with clothes on

Do not enter the hot tub with any shoes or with any sharp objects

Do not jump or dive into the hot tub

No naked flames are permitted inside or within 1 meter of our hot tubs

No dogs or other animals are allowed inside our hot tubs

Do not sit on the hot tub cover

Pregnant women must seek advice before using the hot tub

Do not use the hot tub for periods longer than 20 minutes Try

to ensure at least 5 minute breaks between use

Please shower before use

Please use chemicals as advised. Please further note the possible side affects

listed below

Skin Contact may cause irritation and redness at the site of contact

May cause respiratory inhalation. The chemicals are harmless if swallowed.

5 **DELIVERY, COLLECTION AND SERVICES**

**5.1** It is the responsibility of the Client to provide a suitable space for the equipment to be erected and used properly according to the relevant health and safety legislation and/or best practice. If the space allocated for the equipment is unsuitable at the time of arrival or if the space becomes unsuitable during the duration of the of the rental, then the company reserve the right to cancel the rental subject to the cancellation terms set out below.

**5.2** Where it is agreed that the company will deliver the Equipment, the setup is to be in one location, as directed by the client or their personal representative at the time of arrival. The equipment is to remain in this location until the time of breakdown or unless the company is terminating the rental early. Please note that delivery is free to locations situated within a 30km radius of Limerick City. Please further note that an additional charge will apply for every new 10km extra to a location

**5.3** Where the company is unable to collect the equipment at the end of the rental or where the company is unable to leave the client’s premises free from obstruction, then the client maybe liable to pay for any additional costs involved. Unless otherwise agreed, these extra costs will be invoiced to the Client and shall be payable after 7 days.

**5.4** Where the Company provides Services the persons performing the Services are servants of the Client and once the Client instructs such person they are under the direction and control of the Client. The Client shall be solely responsible for any instruction, guidance and/or advice given by the Client to any such person and for any damage which occurs as a result of such persons following the Clients instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.

**5.5** The Client will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Company’s employees, subcontractors and/or agents to allow them to carry out the delivery of the Equipment. The Client will ensure that the site where the Equipment is to be located is, where necessary, cleared and prepared before the Equipment is installed. Please note that a passage of no less than one metre in width is required to ensure that the Equipment can be delivered safely and without risk of damage.

**5.6** If any Services are delayed, postponed and/or are cancelled due to the Client failing to comply with its obligations the Client will be liable to pay the Company’s additional standard charges from time to time for such delay, postponement and/or cancellation except where the Client is acting as a consumer and the delay is due to a Force Majeure event.

**5.7** Unless otherwise agreed in writing the client grants the company full rights to use any images taken during the Hire Period on the Company’s website, on social media, and in other marketing material.

6 **CARE OF HIRE GOODS**

**6.1** The Client shall:

**6.1.1** not remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them and shall take reasonable care of the Equipment and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Client;

**6.1.2** notify the Company immediately after any breakdown, loss and/or damage to the

Equipment;

**6.1.3** take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

**6.1.4** notify the Company of any change of its address and upon the Company’s request provide details of the location of the Equipment

**6.1.5** permit the Company at all reasonable times and upon reasonable notice to inspect the Equipment including procuring access to any property where the Equipment is located;

**6.1.6** keep the Equipment at all times in its possession and control and not to remove the Equipment from the country where the Client is located and/or the country where the Company is located without the prior written consent of the Company;

**6.1.7** not continue to use the Equipment where they have been damaged and will notify the Company immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person; and

**6.1.8** where the Equipment requires electricity ensure that the proper voltage is used. **6.1.9** Further it is the client’s responsibility to ensure that the water is fit for use. It is the client’s responsibility to ensure that the water level is kept topped up as instructed. They must ensure that the water level does not drop below the top of the filter. The client will be shown how to operate, maintain the water level and how to keep the water clean on delivery. If the water becomes dirty, which in turn leads to the malfunction of the heater pump, the company will not be held responsible.

**6.2** The Equipment must be returned by the Client in good working order and condition (fair wear and tear excepted) and in a clean condition.

7 **BREAKDOWN**

**7.1** Allowance may be made in relation to the Rental to the Client for any nonuse

of the Equipment due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Client informs the Company as soon as practicable of the breakdown and the Company is unable to repair or replace the Equipment within a reasonable time.

**7.2** The Client shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Company arising from any breakdown/damage of the Equipment due to the Clients negligence, misdirection and/or misuse of the Equipment.

**7.3** The Company will at its own cost carry out all routine maintenance and repairs to the

Equipment during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Equipment. The Client will be responsible for the cost of all repairs necessary to Equipment during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Company while carrying routine maintenance and/or repairs.

**7.4** The Client must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Company.

8 **LOSS OR DAMAGE TO THE HIRE GOODS**

**8.1** If the Equipment is returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Equipment the Client shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for rehire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed. Fees for Damages include:

€50 – Damage to Water Filter

€100 - Damage to Cover or Zip

€250 - Damage to pump/heater unit

€699 - Damage to VIP Hot Tub

€799 - Damage to Luxury Hot Tub

€159 – Damage to Gazebo

€59 – Damage to electrical extension cord

€49 – Damage to LED lights

€49 – Damage to rubber floor

**8.2** The Client will pay to the Company the new replacement cost for any Equipment less than twelve (12) months old from first registration and/or shall pay the Company for any loss or costs for any Equipment more than twelve (12) months old from first registration, which are lost, stolen or damaged beyond economic repair during the Hire Period less the amount paid to the Company under any policy of insurance that maybe in place.

**8.3** The Client shall pay the Rental for the Equipment up to and including the date it notifies the company that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

From that date until the company has replaced such Equipment the Client shall pay, as a genuine pre-estimated of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period. The company shall use its reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible using the monies paid under clause 8.2 above.

9 **TERMINATION BY NOTICE**

**9.1** If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Client nor the Company shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

**9.2** Adequate notice of 48 hours must be furnished by the client to the Company in order to cancel a booking. Failure to comply with this will mean forfeiture of the deposit paid.

10 **DEFAULT**

**10.1** If the Customer:

**10.1.1** fails to make any payment to the Customer when due without just cause;

**10.1.2** breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

**10.1.3** persistently breaches the terms of the Contract;

**10.1.4** provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

**10.1.5** pledges, charges or creates any form of security over any Equipment or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Client, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Client takes or suffers any similar action in any jurisdiction;

**10.1.6** being a company, ceases or threatens to cease to carry on business, enters into

voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Client or the Client takes or suffers any similar action in any jurisdiction;

**10.1.7** appears reasonably to the Company due to the Client’s credit rating to be financially inadequate to meet its obligations under the Contract; and/or

**10.1.8** appears reasonably to the Company to be about to suffer any of the above events; then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.

**10.2** If any of the events set out in clause 10.1 above occurs in relation to the Client then:

**10.2.1** except where the Client is acting as a consumer the Company may enter, without prior notice, any premises of the Client (or premises of third parties with their consent) where the Equipment owned by the Company may be and repossess any Equipment;

**10.2.2** the Company may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Client;

**10.2.3** the Company may immediately cancel, terminate and/or suspend without Liability to the Client the Contract and/or any other contract with the Client; and/or

**10.2.4** \*all monies owed by the Clients to the Company shall immediately become due and payable.

**10.3** Any repossession of the Equipment shall not affect the Company’s right to recover from the Client any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Equipment.

**10.4** Upon termination of the Contract the Client shall immediately:

**10.4.1** return the Equipment to the Company or make the Equipment available for collection by the Company as requested by the Company; and

**10.4.2** pay to the Company all arrears for Rentals, Charges for any Services, and/or any other sums payable under the Contract

11 **LIMITATIONS OF LIABILITY**

**11.1** \*All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

**11.2** \*If the Company is found to be liable in respect of any loss or damage to the Client’s property the extent of the Company’s Liability will be limited to the retail cost of replacement of the damaged property.

**11.3** \*The Company shall have no Liability to the Client if, without just cause, any monies due in respect of the Equipment and/or the Services have not been paid in full by the due date for payment.

**11.4** The Company shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Client’s continued use of defective **11.5** Equipment and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Client.

**11.6** The Client shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Client incurs any costs and/or expenses in remedying the matter itself. If the Client does not do so the Company shall have no Liability to the Client.

**11.7** \*The Company shall have no Liability to the Client to the extent that the Client is covered by any policy of insurance arranged as a result of the Contract and the Client shall ensure that the Client’s insurers waive any and all rights of subrogation they may have against the Company.

**11.8** The Company shall have no Liability to the Client for any of the following losses (whether direct or indirect):

**11.8.1** \*consequential losses (including loss of profits and/or damage to goodwill);

**11.8.2** economic and/or other similar losses;

**11.8.3** special damages and indirect losses; and/or

**11.8.4** business interruption, loss of business, contracts and/or opportunity.

**11.9** Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

**11.9.1** Liability for breach of contract;

**11.9.2** \*Liability in tort (including negligence); and

**11.9.3** \*Liability for breach of statutory and/or common law duty; except clause 11.9 above which shall apply once only in respect of all the said types of Liability.

**11.10** Nothing in this Contract shall exclude or limit the Liability of the Company for fraud, death or personal injury due to the Company’s negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

12 **GENERAL**

**12.1** Each hire of an item of Equipment shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.

**12.2** The Client shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

**12.3** \*The Client agrees to indemnify and keep indemnified the Company against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Company and arising from or due to any breach of contract, any tortious act/or omission and/or any breach of statutory duty by the Customer.

**12.4** \*No waiver by the Company of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

**12.5** The Company shall have no Liability to the Client for any delay and/or no performance of a Contract to the extent that such delay is due to any Force Majeure events. If the company is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

We require acceptance of these Terms and conditions (by clicking on "checkout")..

You agree that Black Label Ltd, accept no liability for any personal injury or damage to any persons or property suffered during hiring period of our hot tubs.

**12.6** This Contract is governed by and interpreted in accordance with the law of the Republic of Ireland and that country will have exclusive jurisdiction in relation to this Contract

**Website Terms and Conditions**

Please read carefully:

By accessing, browsing and/or using our website you agree to the following terms and you agree to use the site in accordance with all applicable laws. If you do not agree you must cease to use our website.

**Disclaimer.**

The contents, products and services available on our website are provided on an "as is" basis. Hot tub Ireland does not represent that the information contained in this website is accurate, comprehensive, verified, complete or error free.

Hot Tub Ireland excludes all liability whether in contract or in tort (including negligence), to the maximum extent permitted by law, as to the compatibility, security, quality or fitness for purpose of any content or any goods or services available on this website.

Hot Tub Ireland or any Black Label Jacuzzi LTD company will not be liable for any losses sustained and arising out of or in connection with use of this website including, without limitation, indirect or consequential losses, loss of profit, loss of goodwill, loss of data or special loss.

Hot Tub Ireland assumes no liability for the contents of any other website you may access from our website.

**Jurisdiction and law.**

Unless otherwise specified, the products and services described in this website are available only to residents of the Republic of Ireland and the information on this website is not directed at anyone else. These terms and conditions will be governed by and construed in accordance with the laws of Ireland.

**Changes to terms and records of agreements.**

We reserve the right to change these terms and conditions at any time by posting changes on the website. Your continued use of the website after any such change will be deemed acceptance of the changed terms and conditions.

**Applications for products and services.**

The details of products and services including the prices are subject to change without notice. The provision of details of products and services (if any) on this website is not, and should not be construed as, an offer to sell or buy such products or services by the relevant company nor any guarantee of availability.

**Product terms and conditions.**

If you apply for any product or service detailed on this website, your application will be subject to any terms and conditions relating to the offer.

**Copyright.**

The copyright in the content contained in this website belongs to Black Label Jacuzzi ltd - Hot tub Ireland or its licensed source.

The content on this website may not be used for commercial purposes. Black Label Jacuzzi ltd – Hottubireland owns this property, including copyright, in all content of the Hottubireland website. We are happy for you to link to our website, however it is your responsibility to maintain the currency of your links to our website. We reserve the right to deny any person permission to link to our website.

The content on this website is protected by copyright and may not be reproduced or appropriated in any manner without the written permission of its respective owner(s).

**Trademarks.**

The images, logos and names on this website which identify Hot Tub Ireland or any member of the Black Label Jacuzzi LTD are proprietary marks of Hot Tub Ireland or one of the other members. All rights are reserved.

**Investor Relations Disclaimer.**

The information contained on this website does not constitute advice or an offer to sell or deal in any securities and must not be relied upon in connection with any investment decision.

**Severability.**

If any part of these terms and conditions is found to be unenforceable it will not affect the enforceability of the remainder of the terms and conditions.

**Other terms and conditions.**

You are also subject to our Privacy statement.

**Privacy Policy.**

This policy statement relates to our privacy practices in connection with this website and is intended to inform you about the kinds of information we may obtain about you as a visitor to our website, how we may use that information and who we may share that information with. We are not responsible for the content or privacy practices of other websites.

Each time you access, browse and/or use our website you agree to the following terms. If you do not agree you must cease to use our website.

**General Statement.**

Hot Tub Ireland respects your right to privacy and we are committed to complying with applicable data protection and privacy law. We will only collect personal information about you with your awareness and permission. Any personal information which you provide to us and/or which we obtain about you, will be kept secure and confidential using appropriate technical measures and by ensuring staff are trained and aware of how to protect your data.

**Collection and Use of Your Personal Information.**

You agree that any data you provide to us will be true, complete and accurate in all respects and you agree to notify us immediately of any changes to it. We will only collect personal information which is necessary to:

* process any applications for Hot Tub Ireland Services made by you;
* set-up and administer your account;
* provide customer services and respond to and resolve any enquiries or complaints;
* provide any products, services or information requested by you;
* conduct analysis for traffic and billing management, and to support product development;
* contact you for market research purposes;
* **keep you up to date by post, telephone, email, and direct to your handset by text, picture, video and audio message with information About Hot Tub Ireland services, and offers and promotions subject to any marketing preferences indicated by you. It's your choice and you’re in control - you can contact us at any time to update your preferences by sending an email to hottubireland@gmail.com or by writing to or calling customer services.**

If you are aged 16 or under, you must get your parent or guardian's consent to provide your personal information to Hot Tub Ireland website, otherwise you are not allowed to provide any of your personal information to us.

**Retention of data.**

We will only keep your personal information for as long as necessary for the purposes for which it was collected and to provide you with services, to conduct our legitimate business interests or where otherwise required by law. If you use 'Hot Tub Ireland Services', we may hold your Communications Data for 12 months for legitimate business purposes (or longer in connection with any legal proceedings or disputes) and for 3 years to meet State requirements. See our Terms for Services for details of 'communications data'.

**Disclosure.**

Your personal information may also be processed by other organisations on our behalf for the purpose of processing applications, and providing information or services to you. The use of personal data for these purposes will remain under our control at all times.

We may disclose your information to other members of our group of companies, and to our or their partners, associates, agents or subcontractors and to possible successors to our business. Some of these parties may reside outside the European Economic Area (which currently comprises the Member states of the European Union plus Norway, Iceland and Liechtenstein). If we do this, your information be treated to the same standards adopted in Ireland.

We may also disclose your information for the prevention and detection of crime and to protect the interests of Hot Tub Ireland and other users or if required to do so by law.

**Collection and use of technical information.**

We use "session" cookies which enable a visitor's web browser to 'remember' which pages on this website have already been visited. We may also map and analyse visitor usage patterns to help us develop the site and enhance a visitor's experience.

Depending on the type of browser you are using, you may be able to configure your browser so that: (i) you are prompted to accept or reject cookies on an individual basis or (ii) to prevent your browser from accepting any cookies at all. You should refer to the supplier or manufacturer of the web browser for specific details about cookie security.

We may collect and store certain 'technical information' about your visit to this site, such as:

* the IP address from which you access this website;
* the type of browser and operating system used to visit this site;
* the date and time of your visit(s) to this site;
* clickstream data which reveals the activities of visitors around this website (for example the pages you access and products browsed) and;
* **the website address of the website from which you accessed this site.**

None of the technical information we collect could be used by us to identify visitors to this website. Such data are used only to analyse trends, administer and improve our website, track movement through our website and gather statistical information about visits to the website.

**Notification of changes.**

If we change this Privacy Policy we will post the amended Policy on our website so that you are always aware of how we collect, use and disclose your personal information.

**Access to your personal information.**

You have the right to request a copy of any personal information we hold about you and to have any inaccuracies corrected. We will charge an administrative fee of €6.35 to provide a copy of any data held. Please write by sending an email to [us.](http://www.hottubireland.ie/#%21contact/c24vq)

**Monitoring of Your Communications.**

We may monitor and/or record communications between you and hot tub Ireland for quality control and training purposes.

**Other terms and conditions.**

You should read this Policy in conjunction with our website terms and conditions (which apply to your use of this website), our Terms of Sale/Supply of Products (which apply to the purchase of products by you via this website) and the Terms for Hot Tub Ireland Services (which apply to your use of Hot Tub Ireland Services and Hire). Our customer privacy statement concerning your use of Hot Tub Ireland Services is contained within the 'Privacy Notice' found in our Terms for Hot Tub Ireland Services.

**Glossary of technical terms used.**

**web browser** - The software you use to read web pages such as Microsoft Internet Explorer, Netscape Navigator and Opera.

**IP address** - The identifying details for your computer (or your internet company's computer), expressed in "internet protocol" code (for example 192.168.72.34). Every computer connected to the web has a unique IP address (which may be permanent or change each time you access the internet)

**cookies** - Small pieces of information, stored in simple text files, placed on your computer by a web site. Cookies can be read by the web site on your subsequent visits. The information stored in a cookie may relate to your browsing habits on the web page, or a unique identification number so that the web site can "remember" you on your return visit. Generally speaking, cookies do not contain personal information from which you can be identified, unless you have furnished such information to the web site.

These Terms and conditions are owned by Black Label Jacuzzi ltd – Hottubireland.

Our website [www.hottubireland.ie](http://www.hottubireland.ie)

Contact: 061 432807/086 8952266

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