

Delivery Information

Delivery Information

Delivery notice - please read

Please note that terms of clause 17 of the <u>Terms and Conditions</u> [1] of Sale apply to these terms of delivery and are incorporated by reference.

Please note, unfortunately we cannot deliver to addresses in Northern Ireland or to any other addresses outside the Republic of Ireland

1.1 Standard Ireland Home Delivery:

Tester only orders – From €6.00

(Orders including testers and full can paint will be charged at below price)

Testers & Paint are delivered through our appointed Logistics Partner

1.2 For tester only orders:

The Promoter reserves the right to amend or withdraw this offer without prior notice or compensation. This does not affect your statutory rights. This offer is not available in Northern Ireland or any other part of the United Kingdom. Our appointed Logistics Partner aims to deliver within the next working day after dispatch, however they are unable to offer a guaranteed next day service.

2. For orders containing full can paint and accessories:

- 2.1 Delivery will be charged at from €6.00 and will take place at the address notified to us in your order. Orders will be delivered within 3 to 5 working days of receipt for all orders placed before 2.30pm. Unfortunately, we cannot deliver to addresses in Northern Ireland or any other part of the United Kingdom. Please see your dispatch confirmation for estimated delivery date.
- 2.2 We will use all reasonable means to deliver your order within the time stated for the delivery service, however please note that any dates we specify for delivery of Products are approximate and we shall not be liable for any losses, costs, damages, charges or expenses caused by any delay.
- 2.3 We recommend that you keep your receipt, which can be found on your Order Confirmation or on the order invoice that comes with your delivery (you will need it as proof of purchase in the event of any aftersales enquiry).
- 2.4 Working days are defined as Monday-Friday, from 9am until 5pm and exclude Saturdays, Sundays and Bank Holidays.

3. Delivery arrangements

3.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless

there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control we will contact you with a revised estimated delivery date.

- 3.2 Deliveries will be made by our appointed carrier.
- 3.3 Deliveries will require a signature to confirm receipt (we recommend that you inspect the Products delivered carefully before signing).
- 3.4 Delivery will be completed when the Products are delivered to the address you gave us.
- 3.5 If you the driver is unable to deliver to your address on the first attempt, a delivery card will be left advising you to contact the appointed courier to rearrange a convenient delivery time. If a second delivery attempt is unsuccessful, the Products purchased will be returned to the carrier's depot. You can then arrange to collect the Products from your local depot, details of which are available by calling the number on the card.
- 3.6 The Products will be your responsibility from the completion of delivery. You own the Products once we have received payment in full, including all applicable delivery charges.

4. Your consumer rights to return and refund (this clause only applies if you are a consumer)

4.1. Cancellation

- a. If you are a consumer, you have a legal right to cancel a Contract (including under the Consumer Information [2], Cancellation and Other Rights Regulations 2013 [3]) by completing the Cancellation Form a copy of which is appended to these Terms and Conditions (see Appendix One) or otherwise notifying us during the period set out below in paragraph 4.1(b). This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel that Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from the Citizens Information Office [4] (citizensinformation.ie) or from the Competition and Consumer Protection Commission [5] (ccpc.ie).
- b. Your legal right to cancel a Contract arises on the date of the Dispatch Confirmation. Your right to cancel the Contract ends after 30 (thirty) working days from the day after the day you receive the Products.
- c. You may cancel your Contract provided that the Products are in their original condition (including packaging where it forms part of the Products, for example boxed goods), paint cans have not been opened, and any seals on the Products remain unbroken. You cannot cancel your Contract in respect of Products that are made to measure/bespoke (for the avoidance of doubt paint mixing products are not considered bespoke).
- d. If you cancel the Contract before delivery of the Products then you will receive a refund of the price paid of the Products and any applicable delivery costs. If you cancel the Contract after receipt of the Products, you will be refunded for the price of the Products (excluding delivery costs) and are responsible for the costs of returning the Products to us (please see paragraph 4.1(e)). Your refund (less the cost of returning the Products) will be applied to the account used for the original payment.
- e. To cancel a Contract, you should contact the Dulux Customer Care centre on email notification of cancellation to customercare@dulux.ie [6]. Cancellation of a Contract is effective from the date of the phone call or when the e-mail is sent. You may wish to keep a copy of your cancellation notification for your own records. Products must be returned by using our appointed carrier. When we receive your cancellation, we will provide instructions for returning the Products, including strict packaging requirements. Please note that a charge of €6.00 for the return of the Products will be deducted from your refund.

PLEASE DO NOT ATTEMPT TO RETURN PRODUCTS BY USING AN POST OR ANOTHER

POSTAL OR COURIER PROVIDER.

- f. We will process any refund due as soon as possible and, in any case, within 30 calendar days of notice of termination.
- g. Under the Consumer Information, Cancellation and Other Rights Regulations 2013 you have a duty to take reasonable care of the Products whilst they are in your possession. Where you have failed to take reasonable care of the Products, we reserve the right to refund you less any amounts due by way of compensation to either repair the Products or to cover any loss. For paint cans that have been opened, we reserve the right to not issue a refund.
- h. Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

4.2 Faulty products

- a. If any Product you purchase is damaged or faulty upon receipt, or if a fault becomes apparent within a reasonable time of your receipt of the Products (providing such fault is not a result of your negligence, or if a Product has been mis-described, we may offer a replacement product or refund as appropriate, in accordance with your legal rights.
- b. If you believe this to be the case, please contact the Dulux Customer Care sending an email containing details of the Product and the issue to customercare@dulux.ie [6]
- c. Where we offer a refund for faulty Products, we will process any refund due as soon as possible. The refund will be applied to the PayPal account used for the original payment.

4.3 Returns procedure

- a. To cancel a Contract, or to inform us of faulty or damaged Products, you should contact the Dulux Customer Care centre at customercare@dulux.ie [6]. Cancellation of a Contract is effective from the date of the phone call or when the e-mail is sent.
- b. Products must be returned by using our appointed carrier. When you contact us we will provide instructions for returning the Products, including strict packaging requirements, a time will be arranged for our courier to collect the goods from the address we delivered the product to initially, we require 48 hours from notification to arrange the collection on your specified day (Monday to Friday only).
- c. Please note that if you cancelled your order after delivery, you will be refunded the price of the products less delivery charges and be responsible for the charge of €6.00 for the return of the Products, unless you are returning Products that are faulty.
- d. A further deduction of €6.00 will be made from your refund if a subsequent collection has to be made if you are not present at the agreed initial collection time.
- e. Please note, unfortunately we cannot deliver to addresses in Northern Ireland or to any other addresses outside the Republic of Ireland. Please see your dispatch confirmation for estimated delivery date.

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APPENDIX ONE- CANCELLATION FORM

[Complete and return this form only if you wish to cancel the contract.]
— To Dulux Paints Ireland geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:
— I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods[*]/for the provision of the following service [*]
— Ordered on[*]/received on [*],
— Name of consumer(s),
— Address of consumer(s),
— Signature of consumer(s) [only if this form is notified on paper],

Links

[1] https://www.dulux.ie/en/terms-and-conditions

[2]

https://www.ccpc.ie/consumers/?gclid=CjwKCAjw88v3BRBFEiwApwLevVTH52EPcBOkwy8m3OazsiUF-thtps://www.ccpc.ie/consumers/?gclid=CjwKCAjw88v3BRBFEiwApwLevVTH52EPcBOkwy8m3OazsiUF-thtps://www.ccpc.ie/consumers/?gclid=CjwKCAjw88v3BRBFEiwApwLevVTH52EPcBOkwy8m3OazsiUF-thtps://www.ccpc.ie/consumers/?gclid=CjwKCAjw88v3BRBFEiwApwLevVTH52EPcBOkwy8m3OazsiUF-thtps://www.ccpc.ie/consumers/?gclid=CjwKCAjw88v3BRBFEiwApwLevVTH52EPcBOkwy8m3OazsiUF-thtps://www.ccpc.ie/consumers/?gclid=CjwKCAjw88v3BRBFEiwApwLevVTH52EPcBOkwy8m3OazsiUF-thtps://www.ccpc.ie/consumers/pdf-thtps://www.ccpc.ie/consumers/pd

C_iaTk5H5skiFxMP6o-9zN0UyRFXBoC7TAQAvD_BwE&gclsrc=aw.ds

- [3] http://www.irishstatutebook.ie/eli/2013/si/484/made/en/print
- [4] https://www.citizensinformation.ie/en/

[5]

https://www.ccpc.ie/business/?gclid=CjwKCAjw88v3BRBFEiwApwLevb627dkCEy2fU6F9BcoQHwLQLUgMEXindex.pdf.

[6] mailto:customercare@dulux.ie