

Terms and Conditions of Use

By accessing or using www.bakersandcakers.com (the “Site”) whether as a guest or registered user, you (referred to as the “User”, “you” or “your”) acknowledge and agree to the disclaimers and terms and conditions (“Terms”) set out below relating to the use of the Site and the purchase of goods advertised and made available for purchase through the Site (the “Products”) from individual member partners (the “Sellers”) as described in clauses 6 and 7 of these Terms. Please ensure that you read these Terms with care. If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is the discontinuation of your use of this Site, and the services offered through the Site.

IMPORTANT NOTE: Bakers and Cakers provides you with the facility to view and purchase Products from the Sellers using the Site. You understand and agree that the Products are not manufactured or supplied by Bakers and Cakers and That Bakers and Cakers only processes payment on behalf of the Seller. Consequently, you further acknowledge and agree that any contracts for the purchase of Products shall be strictly between you and the Seller of the relevant Product.

As well as reading the following Terms, you should also refer to the terms and conditions of each individual Seller (the “Seller Terms of Sale”) on their individual page on the home or product pages of the Site before making any order as the contract for the purchase of Products is between you, the purchaser, and the relevant Seller.

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time and we will notify you of any changes by uploading them to the Site. You should check these Terms periodically for changes as by using the Site after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them. The footer contained at the end of this web page states when the last changes were made to these Terms.

1. ABOUT US

The Site is owned and managed by MS Bakers and Cakers Limited, a company registered in Ireland with the company registration number 590871 and having its registered office at 9 Arnott St , Portobello , Dublin 8 (“Bakers and Cakers”, “we” and/or “us”).

2. ACCESSING OUR SITE

2.1 In order to use the Website, you warrant that:

- (a) you are legally capable of entering into any binding contracts;
- (b) you are at least 18 years old and above; and
- (c) you are not in any way prohibited by the applicable law in the jurisdiction which you are currently located to enter into these Terms and use the Site.

2.2 On registration with the Site, you will asked to register a username and password (“Log In Details”). You must not disclose, or allow another person to use your Log In Details nor use your Log In Details to impersonate another person.

2.3 You are responsible for making all arrangements necessary for you to have access to the Site. We reserve the right to withdraw or amend the service we provide on the Site without notice. We will not be liable if for any reason the Site is unavailable at

any time or for any period. You are also responsible for ensuring that all persons who access the Site through your Internet connection are aware of these Terms, and that they comply with them.

- 2.4 From time to time, we may restrict access to some parts of the Site, or the entire Site, to users who have registered with us. You will need to register with us in order to purchase Products from our Sellers. Any personal data and other information provided by you is processed by us in accordance with our Privacy Policy. By providing any such personal data or other information you agree to the terms of our Privacy Policy and you agree that, where you order Products through the Site, we may disclose your customer information related to that transaction to the relevant Seller.
- 2.5 In accessing this Site, you accept that information passing over the Internet may not be free from interference by third parties. In consequence, Bakers and Cakers cannot guarantee the privacy or confidentiality of any information relating to any User passing over the Internet. You shall be responsible for your communications through this Site, including their lawfulness, truthfulness and accuracy.
- 2.6 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. You must not post advertisements or solicitations of business unless you are an independent baker and agree to our terms and conditions for Sellers

3. **DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY**

- 3.1 **You acknowledge that if you choose to use the site, services or content, you do so at your sole risk**

Bakers and cakers does not nor shall have no control over the quality, price, safety, condition or legality of the Products offered including, without limitation, any of the information provided by the Sellers in respect of a transaction for the sale of the Product. You acknowledge and agree that Bakers and Cakers. Com does not have an obligation to conduct background checks on any website user including but not limited to on any User, Product or Seller. Therefore, while Bakers and Cakers operates a Charter setting out certain standards, with which all Sellers must comply, Bakers and Cakers does not approve, review, screen or verify any such information made available on the Site by the Sellers or the Products offered for sale and at no time do we possess any Products offered for sale through the Site. We do not or will not give any undertaking that Products you purchase from Sellers through the Site will be of satisfactory quality, and any such warranties are disclaimed by us absolutely.

Further, Bakers and Cakers disclaims all liability and responsibility arising from any reliance placed on any Seller information by any visitor to, or user of, the Site, or any inaccuracies in respect of the information relating to a Product.

Bakers and Cakers.com explicitly disclaims any warranties, liability and responsibility in respect of any claim or defect arising from or associated with the Product including but not limited to compliance with applicable laws in the course of production and distribution, product merchantability, safety, suitability for use, satisfactory quality, fitness for a particular purpose or non-infringement, any

claim for infringement of intellectual property law and any warranties arising out of course of dealing or usage of trade.

These disclaimers do not affect your statutory rights against the Seller.

- 3.2 You further acknowledge and agree that your purchase of the Product shall be governed by a contract between you and the Seller and, to the fullest extent permitted by applicable law, Bakers and Cakers not be liable in any way and for any reason whatsoever in respect of the contract between you and the Seller for the purchase of the Product. In the event you have a dispute with one or more of the Sellers, you hereby release Bakers and Cakers from all and any claims, demands, damages, losses and expenses of any nature arising out of or in connection with such disputes.
- 3.3 Complaints in respect of Products should be passed directly to the Seller You release Bakers and Cakers from any liability for any losses, damages, costs and expenses arising from faulty or defective Products.
- 3.4 Use of this Site is free and we take steps to ensure it is available to all permitted users. We do not warrant that the Site will be continuously available, or that your use of the Site will be uninterrupted or error-free, or that the Site and server will be free from attack.
- 3.5 **THIS SITE IS PROVIDED BY BAKERS AND CAKERS ON AN “AS IS” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BAKERS AND CAKERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. NEITHER BAKERS AND CAKERS, NOR ANY OF OUR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, SELLERS OR SUPPLIERS WARRANT THAT THE SITE, OR ANY FUNCTION CONTAINED IN THE SITE, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. BAKERS AND CAKERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS INCORPORATED IN THE SITE OR ANY THIRD-PARTY SITE OR DETAILS ACCESSED THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL.**
- 3.6 You expressly understand and agree that (to the fullest extent permitted by law) Bakers and Cakers shall not be liable for loss of profits, contracts, income or revenue, goodwill, anticipated savings, loss or corruption of data or other intangible losses

(even if we have been advised of the possibility of such damages), arising out of, or resulting from: (a) the use of, or the inability to use, the Site; (b) the use of any content or other material on the Site or any website or websites linked to the Site; (c) unauthorised access to or alteration of your transmissions or data; (d) statements or conduct of any third party or Seller(s) on the Site; or (e) any other matter relating to the Site.

- 3.7 Subject to the exclusions and limitations set out in this clause 3, Bakers and Cakers liability to you in connection with your use of the Site shall be capped at €100.
- 3.8 Nothing in these Terms shall affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
- 3.9 These disclaimers and limitations of liability apply to the fullest extent permitted by law.

4. **ADVERTISING**

Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with international and national law. Bakers and Cakers will not be responsible for any error or inaccuracy in advertising materials.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All materials incorporated in or accessible through the Site, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the look and feel of the Site), are protected by Irish and international copyright laws, and are owned, controlled or licensed by Bakers and Cakers, or by the original creators of such materials or their permitted licensors. All such rights are reserved. Such materials may be used only for viewing the Site in the ordinary course or as a resource for purchasing the Products offered through the Site but we do not warrant, and we disclaim all liability in respect of, the accuracy of any of the information, images, photographs or any other material provided by third parties to the Site. You must not use any part of the materials on the Site for commercial purposes without obtaining a license to do so from us or our licensors. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited. All trade marks on this site, such as “Bakers and Cakers” may not be used without our prior written permission.
- 5.2 All material contained in and published on the Site by Bakers and Cakers is intended for the non-commercial use of the User. Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right to access and use the Site and the material displayed thereon. However, no right, title, or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials. You may print off one copy, and may download extracts, of any page(s) from the Site for your personal reference. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any

illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged. If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately. You must, at our option, return or destroy any copies of the materials you have made.

6. DESCRIPTION OF THE SERVICES OFFERED THROUGH THE SITE

6.1 Please note that we accept orders as agents on behalf of our Sellers. **The resulting legal contract is between you and that Seller, and is subject, in addition to these Terms, to the Seller's Terms of Sale, which they will advise you of directly¹.** You should carefully review any Seller Terms of Sale applying to the transaction, as, to the fullest extent permitted by law, Bakers and Cakers accepts no responsibility or liability for the Seller Terms of Sale or any resulting transactions, other than the display of advertisements and processing of payment on behalf of the Sellers.

7. HOW CONTRACTS ARE FORMED BETWEEN YOU AND SELLERS

7.1 Each order you place through the Site shall be deemed to be an offer by you to purchase the Product(s) specified within it from the relevant Seller, subject to these Terms and the relevant Seller Terms of Sale.

7.2 No order shall be deemed to be accepted by the Seller until the Seller issues an email acknowledgement of order to the User.

7.3 The contract will relate only to those Product(s) notified in the email acknowledgement of order.

8. PAYMENT METHODS

8.1 Prices shall be displayed in euro. All prices are payable in euros (€s) plus any applicable taxes, packaging and delivery charges.

8.2 Purchases may be paid for by using a credit card through our online payment facility and payment is processed by Bakers and Cakers on behalf of the relevant Seller.

9. REFUSAL OF TRANSACTION

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

10. DELIVERY ARRANGEMENTS

Your shopping basket on the Site displays the Product(s) you have chosen, details of the Seller who will supply them and details of post and packing. The delivery costs for each Seller vary according to the delivery methods they offer. Any delivery times quoted are estimates only, based on availability and normal delivery time in working days. You should check these details carefully before confirming the transaction.

¹ Seller can add their additional T&Cs to their profile

11. **IMPORT REGULATIONS AND DUTY**

- 11.1 If any material on this Site, or your use of this Site, is contrary to the laws of the jurisdiction in which you are located then this Site is not intended for your use and we ask that you do not use this Site. You are responsible for compliance with the laws of the jurisdiction in which you are located.
- 11.2 If you order Products from our Site for delivery outside Ireland, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12. **RETURNS**

- 12.1 If you wish to discuss or organise a return, exchange or refund of any item, please contact the seller using the contact details provided.
- 12.2 There are naturally exceptions to the terms, where for instance products are specially made and are non-returnable and non-refundable, including but not limited to the following:
- (a) personalised items that are specially made, or ordered, with your choice of name, message or other customized aspect;
 - (b) perishable products, including food and flowers;

13. **LINKS**

- 13.1 The Site contains links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Bakers and Cakers of the content on such third party websites. Bakers and Cakers is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third party sites.
- 13.2 Bakers and Cakers generally welcomes the hyper-linking to the Site from other appropriate websites provided such links are to the Site's homepage (and no deeper within the Site) and provided we give our consent to the establishment of such links. Notwithstanding the foregoing, we reserve the absolute right to refuse to consent to such links without giving reasons. Other than to the Site's homepage, written permission is required for links to pages within the Site. Any links to the Site from another website must be presented in such a manner that the viewing of the Site is not impaired by framing or similar techniques that may impair the visitor's user experience.

14. **ACCEPTABLE USE**

- 14.1 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of this Site. In general, Bakers and Cakers will not tolerate any use of the Site which damages or is likely to damage our reputation, the availability or integrity of the Site or which causes us or threatens to cause us to incur any legal, tax,

regulatory or other liability. We therefore request you to treat our Site with respect, and not to use the Site for any illegal purpose, or in such a way as to infringe or breach other's rights or to cause or threaten to cause us damage. We ask you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through the Site. We also ask you to co-operate with any reasonable security or other checks or requests for information made by Bakers and Cakers from time to time and to comply with all instructions and policies from Bakers and Cakers from time to time in respect of the Website.

- 14.2 We reserve the right to suspend the use of the Site generally or block your access to any part of the Site and/or to suspend or terminate your rights to use the Site or any part of it if we suspect misuse. We shall then report any misuse of the Site to the relevant enforcement or other authorities and to our legal advisers. We further reserve the right to disclose your identity and any evidence we have which relates directly or indirectly to misuse of this Site. In the event of such a breach, your right to use our Site will cease immediately.
- 14.3 You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.
- 14.4 By breaching this provision, you would commit a criminal offence under the Criminal Damage Act 1991 and/or the Criminal Justice (Theft and Fraud Offences) Act 2001. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. 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 our Site or to your downloading of any material posted on it, or on any website linked to it.
- 14.5 You agree not to use the Site or cause or permit the Site to be used:
 - (a) to jeopardise or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network;
 - (b) to cause harm or distress to any persons using the Site;
 - (c) to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
 - (d) for any commercial purpose including any direct marketing, surveys or contests, nor to use the Site to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;
 - (e) to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other harmful or detrimental programs;
 - (f) to attack the Site via a denial-of-service attack; or

- (g) contrary to the terms and conditions of any Internet Service Provider you may use.

15. **WAIVER**

- 15.1 If we fail at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 15.2 No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16. **INDEMNIFICATION**

You agree to release, defend, indemnify, and hold Bakers and Cakers.com and its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable professional fees, arising out of or in any way connected with:

- (a) your access to or use of the Site or your violation of these Terms;
- (b) your User Content;
- (c) your
 - (i) interaction with any other User, Supplier or Third Party via this website,
 - (ii) purchase of a product via this website, or
 - (iii) creation of user-account;
- (d) the use, condition or purchase of a product by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result the use, condition or purchase of a product by you

17. **PARTNERSHIP**

- 17.1 Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership, association, joint venture or co-operative between Bakers and Cakers.com and the User for any purpose whatsoever.
- 17.2 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute the appointment by any party as the agent of any other party for any purpose. Neither party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other party to this Agreement.

18. **SEVERABILITY**

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. **ENTIRE AGREEMENT**

These Terms and any document expressly referred to in them represent the entire agreement between us and supersede and replace any prior agreement, understanding or arrangement between us, whether oral or in writing. You acknowledge that in agreeing to these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Site or in negotiation between us except as expressly set out in these Seller Terms.

20. **FORCE MAJEURE**

Where a Seller is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Seller's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials the date of delivery shall be postponed for the period that the circumstances continue.

21. **LAW AND JURISDICTION**

Contracts for the purchase of Products through the Site will be governed by the laws of Ireland. Any dispute arising from, or related to, such contracts shall be subject to the non-exclusive jurisdiction of the courts of Ireland.

22. **FEEDBACK AND COMMENTS**

General comments or queries about the Site or about a specific Seller are welcome by email at info@bakersandcakers.com