

# Terms and Conditions

## General

Your use of this website is subject to our terms and conditions of use as set out herein. By using this website you are agreeing, and you are signifying your agreement, to be bound by these terms and conditions. You should read our terms and conditions of use before you use this website.

All contracts made by Bounce Back Recycling (hereinafter referred to as "BBR") with you as the user of BBR's recycling service (the "Service") shall be deemed to incorporate these terms and conditions (the "Contract"). No variation or addition shall form part of the Contract or any other contract unless specifically accepted by the Company in writing.

The Contract shall over-ride and take the place of any other terms and conditions in any document or other communication used by you in concluding any business relating to the Service with BBR.

You agree and acknowledge that you are bound by the terms of this Contract from the date that you avail of the provision of the Service.

For information about our privacy practices, (and how we collect and use your personal data) and our use of cookies (and how you can manage or disable them) please see our separate Privacy Policy and Cookie Policy and the relevant sections below.

## Information about us

Bouncebackrecycling.ie is a site owned and operated by Galway Traveller Movement CLG, trading as Bounce Back Recycling a company registered in Ireland with company number 227975 and registered office at 1 The Plaza, Headford rd, Galway, H91 KC6V. The main trading address for this website is at Unit 4, Ballybrit Industrial Estate Upper, Galway, H91 AF30.

## Terms and Conditions of Use

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You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your requirements for the accuracy of data input and output.

### **How the contract is formed between us**

The steps that are required for a legally binding contract to be created between us are as follows:

- You place an order for one or more products or services on our website and complete the checkout process
- When your order has been processed and monies received by us we will endeavour to deliver your products or services within the timeframes set out in the order
- We may decline to sell any products or services to you for any reason. We are not obliged to tell you the reason for our decision

### **Pricing**

The prices of the products and services listed on the site are:

- In Euro (€)
- Inclusive of VAT

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already received.

### **Credit Card Transaction**


All Credit Card transactions on the Bounce Back Recycling website are processed through a third-party industry payment processor. No credit card data will be stored on this website. Data entered on the payment form is for authorisation purpose only.

### **Your status**

By placing an order for products or services through this site you warrant that you are legally capable of entering into binding contracts; and are at least 18 years old.

### **Personal Data**

BBR's Privacy Policy sets out how BBR will treat your personal data and protect your privacy when you use the Service. By using this service, you agree that BBR can use such data in accordance with our Privacy Policy,



including for the purposes being a customer, processing payment or otherwise providing the Service. A copy of the current Privacy Policy can be found on BBR's website. By availing of the Service you agree to the terms of the Privacy Policy.

### **Cookies**

BBR uses cookies, [web beacons], and similar technologies. These allow us to better understand the usage and traffic pattern of visitors and users on our website and to enable us to improve certain functions of our Service. While you can manage your cookie settings in your computer or device's browser, please be aware that certain parts of our site may not function properly if your browser is set not to allow cookies. For more information about our use of cookies and how you can manage or disable them, please see our Cookie Policy.

### **Disclaimers**

This website is available to all users "as is" without any representations or warranties of any kind, either express or implied. BBR makes no representations, warranties or undertakings about any of the materials on this website (including, without limitation, their accuracy, their completeness or their merchantability, quality or fitness for any particular purpose) or any content of or information on any other website referred to or assessed by hypertext link or otherwise through this website or from which this website is referred to or accessed by hypertext link or otherwise ("third party site"). BBR does not endorse or approve the content of any third party site, nor will BBR have any liability in connection with any third-party site. BBR reserves the right to change the content, presentation, performance, user facilities and availability of any part of this website as its sole discretion, including these terms and conditions of use, and you should check these terms and conditions of use regularly for any changes.

### **Electronic Communication**

Applicable laws require that some of the information or communications we send to you should be in writing. When you visit this site or send emails to us you are communicating with us electronically. We may communicate with you by email or by posting notices on the website. For contractual purposes, you agree to this means of electronic communication and you acknowledge that all contracts, notices, information and other communication that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Where you communicate with us by email or by any other electronic means you must ensure that you comply with all applicable laws. You should not provide us with any sensitive data including information regarding an individual's medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs or other sensitive data.

### **Limitation of Liability**

To the fullest extent permitted by applicable law, neither BBR nor any of its partners, associates, consultants, employees, affiliates or other representatives will be liable for loss or damage arising out of or in connection with your use of, or your inability to use, the materials and/or facilities or services offered through this website, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of their parties, even if BBR has been advised of the possibility of such loss or damages, or such loss or damages were reasonable foreseeable.

### **Events outside our control**

We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

Our performance under any contract is deemed to be suspended for the period of the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

### **Entire Agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.


We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

### **Our right to vary these terms and conditions**

We have the right to revise and amend these terms and conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time you order product(s) or service(s) from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which



case we have the right to assume that you have accepted the change to the terms and conditions), unless you notify us to the contrary within seven working days of receipt by you of the Product(s).

### **Governing Law**

This website is controlled and operated by Bounce Back Recycling from Ireland. Bounce Back Recycling does not make any representation that materials and/or the facilities or services offered through this website are appropriate or suitable for use in countries other than Ireland, or that they comply with any legal or regulatory requirement of such other countries. The terms and conditions of use shall be governed by and constructed in accordance with the laws of Ireland

### **Contact Details and Complaints**

If you don't understand any of these terms and conditions or have any complaints in relation to our services please contact:

Address: Bounce Back Recycling, Unit 4, Ballybrit Ind Estate Upper, Ballybane, Galway H91 AF30

Tel: +353 91 760877

Email: [info@bouncebackrecycling.ie](mailto:info@bouncebackrecycling.ie)