

Terms & Conditions Exemplar Automotive

General Terms & Conditions:

Car parking fees are the responsibility of the vehicle owner and are not included in any valeting services.

Discounted services or valeting offers cannot be used in conjunction with any site offers.

We cannot accept responsibility for any mechanical or electrical fault that may occur during the valeting or driving process.

It is the responsibility of the vehicle owner/driver to check baby/booster seats are correctly secured before putting children in them. If you do not want the baby/booster seats removed you must notify management prior to work starting and have that noted on your receipt. It is extremely important that you check all baby/booster seats before leaving Exemplar Automotive Services, no responsibility for ill-fitted baby/booster seats.

Exemplar Automotive Services cannot accept responsibility for any loss, theft or damage of any vehicle or vehicle's contents whilst parked within our car park.

Exemplar Automotive Services cannot accept liability for any damaged body work which has not been brought to the attention of our staff and noted on your docket.

Exemplar Automotive Services cannot accept liability for any interior damage, which has not been pointed out to our staff and noted on your docket.

If a vehicle valet clean is not completed due to your early return or for any reason, a credit note will be issued.

If you book a valet cleaning service within 24 hours of your booking time; it is your responsibility to contact us on 083-8998-581 to confirm at least 12 hours before the appointment. If; in this instance we have not been contacted and the valet is not completed for whatever reason we will issue a credit note for the valet.

Vouchers must be redeemed on one occasion and are not transferable.

Vouchers have a 12 month validity period from date of purchase unless stated otherwise.

Use of vouchers and/or credit notes must be pre-booked 24 hours in advance stating your chosen Exemplar Automotive Services valet site. Any email credit offers must be accepted within 30 days of offer. If offer is not accepted credit is invalid.

To use vouchers and/or credit notes you must present it at time of book-in / vehicles drop off. Failure to do so will result in the service being charged for.

By availing of Exemplar Automotive services you are giving Exemplar Automotive services employees and management permission to drive your vehicle for the purposes of valet cleaning and valet parking (Exemplar Automotive hold a comprehensive garage policy underwritten by Gefion Insurance a copy of which is available upon request)

Exemplar Automotive services do not and will not provide window washer or engine oil to your vehicle or complete any auto-electrical or mechanical work to your vehicle.

All valuables must be removed from your vehicle before the car is dropped to Exemplar Automotive services. Any additional items in the vehicle must be placed in and locked in the glove box (we do not clean or need access to the vehicles glove box during the valeting process and view it as a private area in the vehicle).

In the event of you returning to a Exemplar Automotive Services Site out of hours to collect your car, Exemplar Automotive Services have no access to your car until the following working day, unless a prior arrangement has been agreed locally and is stated on your docket.

Exemplar Automotive Services may contact you by phone, text or email from time to time about offers and/or promotions. By signing the customer docket agreeing to terms and conditions you are agreeing to this. To opt out of any communications please contact us on 083-8998-581 or email bookings@exemplar.ie

*Credit Card details are entered on a secured page and are transferred using Stripe's secure platform.

Concierge Parking and Valeting Terms & Conditions:

If for any reason you are unable to attend an appointment made, be it your departing concierge time or your returning concierge time, the responsibility is on you to communicate this change of plans at least 24 hours in advance of your concierge time.

Failure to notify Exemplar of any change of plans, resulting in our Exemplar Driver waiting at the terminal will incur a 'No Show' Penalty Fee of €50

If you notify Exemplar as per the above, a credit note will be issued.

To reschedule concierge service with a credit note we require 24 hours notice on 083-8998-581.

Exemplar Automotive must have direct contact and phone number for the traveling passenger.

Exemplar Automotive concierge service is a personal service and thus will only be made available in line with flight details supplied during booking in of the vehicle.

Concierge Service operates from 04:00 - 00:00 daily. Exemplar Automotive can organise collections outside these times, please contact us on 083-8998-581 to organise same.

Missed or Delayed flights which result in you arriving outside our operational hours, Exemplar Automotive must be contacted at least 2 hours before your new scheduled return time to organise alternative arrangements.

Exemplar Automotive hold all relevant motor and public liability insurance to provide this service. By purchasing any of Exemplar Automotive products you are agreeing to allow any member or agent of Exemplar Automotive to drive your car for the purposes of parking and/or valeting.

Exemplar Automotive operates a secure underground carpark facility with 24 hour reception and CCTV which is located 3 Kms from the Dublin Airport. Given the nature of the Concierge Service, any client availing of this service must accept up to 10km may be recorded on your in car trip-log whilst the vehicle is under Exemplar Automotive's control.

Upon hand over of your vehicle both on arrival and again at your return, any damage must be pointed out to the Concierge before you leave with your vehicle, failure to do so will lead to Exemplar Automotive refusing any damage claim.

Exemplar Makes Scents Terms & Conditions

CONDITIONS

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.

Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

Any special conditions applying to the provision of the Services are set out in Schedule 1 to this agreement.

Any complaints should be addressed to info@exemplar.ie.

ORDERING

All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

Acceptance of your order and the completion of the contract between you and us will take place on despatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 14 days.

When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the checkout process.

PRICE AND PAYMENT

The price of the Goods and/or Services shall be that stipulated on the Website. The price is inclusive of VAT.

The total purchase price, including VAT, delivery and other charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services together with information on the right to cancel if the Buyer is a Consumer.

Payment of the price plus VAT, delivery and other charges, if applicable, must be made "in full before dispatch of Goods or commencement of the Services"

Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service or further deliveries of Goods until payment has been received.

Where applicable, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of Ireland from time to time in force.

PERFORMANCE OF SERVICES

The Supplier shall begin to perform the Services at time of order but in any event, within 30 days after the Contract is entered into. The Supplier is under a legal obligation to supply Services in conformity with the Contract.

The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

RIGHTS OF SUPPLIER

The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.

The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

AGE OF CONSENT

Where Goods and/or Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods and/or Services.

If the Supplier discovers that the Buyer is not legally entitled to order certain Goods and/or Services, the Supplier shall be entitled to cancel the order immediately, without notice.

DELIVERY

Goods supplied within Ireland will normally be delivered within 5 working days of acceptance of order but in any event, within 30 days after the Contract is entered into.

Goods supplied outside Ireland will normally be delivered within 14 working days of acceptance of order but in any event, within 30 days after the Contract is entered into.

Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

The Supplier shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier is under a legal obligation to supply Goods in conformity with the Contract.

Risk in the Goods shall pass to the Buyer when they are in the physical possession of the Buyer.

Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

CANCELLATION

The Buyer, if a Consumer, has the right to cancel the Contract within 14 days without giving any reason.

LIMITATION OF LIABILITY

Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, pandemic, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts.

RIGHT TO CANCEL

1. You have the right to cancel this contract within 14 days without giving any reason.
2. The cancellation period will expire after 14 days from the day:

(a) of the conclusion of the contract, in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium;

(b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of a sales contract;

(c) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;

(d) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;

(e) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good, in the case of a contract for regular delivery of goods during a defined period of time.

To exercise the right to cancel, you must inform us Exemplar Automotive of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

In the event of cancellation we may withhold reimbursement until we have received the goods back (where we have not offered to collect the goods) or you have supplied evidence of having sent back the goods, whichever is the earliest.

RETURN OF GOODS

You shall send back the goods or hand them over to us at Exemplar Automotive without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

COST OF RETURNING GOODS

You will have to bear the direct cost of returning the goods, Which will be refunded if goods are found to be faulty.

SERVICE CONTRACTS BEGUN DURING CANCELLATION PERIOD

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until

you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

