

Terms & Conditions | Terms & Conditions of Sale

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Prior to submitting an order by clicking the 'submit order' button on the payment method page, please save or print a copy of these Terms and Conditions to keep on file for future reference regarding the order you are submitting. Please understand that if you do not accept these Terms and Conditions, you will not be able to order any products from our Site.

1- Scope and acceptance of General Terms of sale

The site [www.clarins.ie](#) (hereinafter referred to as the "Site") is an e-commerce site accessible via the Internet network at the address [www.clarins.ie](#). It is open to any user of the network (hereinafter referred to as "User"). It is published by the company Nevinar Cosmetics Ltd (hereinafter referred to as the Vendor), a company registered in Republic of Ireland under company number 439933, Clarins House, 92 Upper George's Street, Dun Laoghaire, Co. Dublin. It is hosted by:

Isobar London Ltd, 10 Triton Street, Regents Place, London NW1 3BF, United Kingdom
Company Number: 06023874
Tel: +44 207 0707890

The Site enables the Vendor to offer cosmetics and perfume products for sale to Users browsing on the Site. Under these Terms of Sale, it is agreed that the User and Vendor shall be jointly referred to as the "Parties", and individually as a "Party" and that a User that has confirmed an order shall then be referred to as the "Customer".

The rights and obligations of the User shall automatically apply to the Customer.

Any order of Products offered on the Site implies consultation and express acceptance of these General Terms of Sale, without this acceptance however being subject to the handwritten signature of the User.

It is stipulated that the User may make a backup copy or print these General Terms of sale, providing that they are not modified.

These General Terms of Sale come into effect as from 5th of November 2011.

The Vendor reserves the right to change these General Terms of Sale without notice and at any time, with any modifications not applying to reservations and orders already accepted and confirmed by the Customer.

These Terms of Sale shall apply to the exclusion of any other document.

2- Products sold on the Site

All the offers of products proposed on the Site are limited to [www.clarins.ie](#).

Prior to placing an order, the Customer may check the main features of any product or products they wish to order, by consulting the Site.

Purchase offers, including special promotions, are valid for as long as they are visible on the Site. Please note that all special offers running on [clarins.ie](#) are subject to stock availability. In the event we are out of stock on certain gifts, the offer will be removed or refreshed accordingly or alternatively, where possible, substitutions of samples or free gift items may be made without notice.

If you obtain a product/item on your order for free due to a technical error, you are obliged to pay the value of goods received or alternatively return the goods in full to Clarins.

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3- Prices of products for sale on the Site

The prices shown on this Site are in euros, including all taxes, and are guaranteed up to [DATE], with it being stipulated that products ordered are invoiced at the price in force when the order is registered.

They do not include shipping charges, which are invoiced in addition to the price of the purchased products, according to the total amount of the order. Shipping charges will be shown before the Customer is asked to confirm the order.

Prices include value added tax (VAT), at the rate in force on the day of the order and any change in the applicable rate will be automatically reflected in the price of the products sold by the Vendor on its Site.

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4- Orders

All orders imply full and unreserved acceptance of these Terms of Sale.

The Customer accepts that the Vendor's order registration systems are proof of the nature of the agreement and its date.

Each order is limited to 5 products. In addition, within each order, no more than 3 articles of any single product reference may be ordered.

When the order is confirmed by clicking on the "Complete my order" button, the Customer declares that they accept the order, together with these General Terms of Sale. A summary of the order can be printed.

Once the order has been registered, a detailed acknowledgement of the order is sent to the Customer at the e-mail address provided.

This acknowledgement specifies the exact amount invoiced and details of delivery.

This acknowledgement implies acceptance of the order and confirms the transaction, subject to order payment.

In the event of one or more products being unavailable once the order has been placed, the Customer will be notified by e-mail. The amount of the order will be recalculated and the Customer will be debited the new amount, with the price of the unavailable products deducted. If the whole order is unavailable, the Customer will be notified by e-mail and will not be debited.

The Customer may also cancel an order placed on the Site by contacting our Customer Services. If Customer Service informs the Customer that the order has already been processed, the Customer cannot cancel. In this case, they must refuse reception of the order when it is delivered.

The Vendor does however reserve the right to suspend or cancel any order placed by a Customer with whom a dispute exists regarding the payment of a previous order, or for any other legitimate reason, in particular related to the unusual nature of the order.

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5- Payments

All orders are payable in euros.

To pay for their order, the Customer must use the following method of payment: bank card or Paypal. The following bank cards are accepted on the Site: Visa, MasterCard, Maestro and American Express.

The Customer guarantees the Vendor that they have been granted any authorizations required to use their chosen method of payment, when registering the purchase order.

In the event of non-payment of any amount owed by the Customer, or of any adverse payment circumstances, the Vendor reserves the right to suspend or cancel any order and/or delivery, whatever their nature or state of progress.

Charges on any unpaid amount will be automatically incurred at the legal interest rate plus 5 percent following a period of ten days from the invoice date, or immediately after notification of rejected bank payment for all other means of payment.

As part of the measures taken to prevent fraud over the Internet, information concerning the Customer's order may be sent to any competent authority for verification.

PFS Web supports payments, refunds and debits. Its registered office is at 5 rue Louis Bleriot, 4460 Grace-Hollogne, Belgique

To ensure secure credit card payment, the Customer must send the card security code of the bank card being used.

Secure payments on the Site are guaranteed by PFS Web.

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6- Order Delivery

The products will be delivered to the address provided by the Customer when placing their order by Master Cards, American Express and Visa, according to the selected method of delivery.

Orders will be delivered within an average of 2 to 6 days as from the day on which the Vendor receives the order, according to the selected method of delivery and no later than 14 days as from reception of the order, subject to full payment of the price.

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7- Legal guarantee

The Customer shall benefit from the provisions of the legal guarantee regarding product conformity.

In the event of non-conformity of the product, in particular due to an anomaly or an error in the delivered references, the Customer can choose to return the product to the Vendor and be reimbursed.

Return shipping costs will be reimbursed by the Vendor on request by the Customer.

The Customer may contact Customer Services by e-mail as regards any claim.

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8- Right of withdrawal

The Customer has a period of 14 clear days as from the date of reception, to return the ordered products at their own expense for reimbursement.

The reimbursement will be made by any method of payment that the Customer has chosen after exercising their right of withdrawal, no later than 14 days following the date on which the right was exercised.

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9- Instructions for returning products

Whatever the reason for returning products to the Vendor, the Customer is advised to follow the following instructions in order to facilitate processing of the return:

1. Use the original packaging to return the product.
2. Fill in and attach the Return Form (to be separated from the Delivery Slip)

The products can be returned by the Customer under the conditions and according to the instructions below:

1. We accept the return of any item purchased on the site if it is returned within 14 days from the date of receipt of the order by the Customer.
2. We invite the Customer to attach the Return Form attached to the order to facilitate the processing of the said return.
3. The refund is the total amount paid on the purchase, including delivery charges. It should be noted that only standard delivery charges will be taken into account (the amounts corresponding to express or special items will not be supported).
4. The return postage costs are prepaid by Clarins.
5. The product must be intact, in its original condition, in its packaging, with its accessories and instructions, it must not have been used.
6. If a box or a set should be returned, it is imperative to send all of this box or set.

In particular cases of texture or perfume altered or intolerance we invite you to contact us beforehand by email at [customerservice-ie@online.clarins.com](#). A specific return procedure will be communicated to you.

To return an item, the Customer is advised to follow the following instructions : Use the original packaging to return the product

Fill out and attach the Return Form attached to your order.

Paste the prepaid return label attached to the order (above the return form) on the package.

Deposit the return package in your nearest UPS center and keep proof of postage. Find your nearest UPS center : [www.ups.com/dropoff](#)

Any risk related to the return of products is borne by the Customer.

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10- Retention of title

All products remain the exclusive property of the Vendor until such a time as payment of the sale price, including the principal, extra costs and taxes has been made in full.

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11- Liability

The Vendor cannot be held liable for non-fulfilment of contracts due to stock shortages, except for cases of special price offers not intended to lower stock levels, or in the event of product unavailability due to force majeure.

The Vendor accepts no liability for:

- any interruption to the Site;
- any incidents involving bugs;
- any damage resulting from a fraudulent intrusion by a third party, causing any change to the information made available on the Site;
- more generally, any direct or indirect damage, whatever the cause, origin, nature or consequences, including in particular any loss of profit, customers, data or any other loss of intangible goods that may occur as a result of the access by any person to the Site or the impossibility of accessing the Site or any credit accorded to any information directly or indirectly coming from it.

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12- Intellectual property

In accordance with legislation governing the ownership of literary and artistic rights, or other similar rights, this Site and all the elements, brands, drawings, models, photographs, texts, illustrations, logos, sequences whether animated or not and with or without sound, graphics, etc., to be found in this site, together with their compilation, are the exclusive property of the Vendor, as it does not grant any license or any entitlement other than that of consulting the Site. Any use or reproduction, in whole or in part, of these elements is authorized exclusively for information purposes only for personal and private use, with any reproduction and any use of copies made for other purposes being expressly prohibited. Neither the Site (in whole or in part), nor its content or brands may be used, reproduced, duplicated, sold, resold, made accessible, modified or exploited in any other way, in whole or in part, for any purpose whatsoever, without prior, written authorization from the Vendor.

Any other use constitutes infringement.

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13- Applicable law

The sales of products of the Vendor are subject to Irish Law.

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14- Data processing and Civil liberties

The data collected will be processed for the purpose of sending out a newsletter and/or processing the Customer's order.

The recipients of the data are the Vendor and its service providers.

The Customer has the right to access, change, correct and delete personal information concerning them by contacting the Vendor by email.

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15- Gift Message Terms

We reserve the right to reject the printing of a gift message or e-gift voucher which includes any content or material which:

- is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person
- contains material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- may harass, upset, embarrass or alarm any person
- gives the impression that it emanates from or has been approved by us
- advocates, promotes or assists any unlawful act