



GENERAL TERMS & CONDITIONS

1. USE OF THE JOHNS MEAT CO SITE

The Johns Meat Co Site is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the Johns Meat Co Site you agree to be bound by these Terms and Conditions.

These Terms and Conditions govern your use of the Johns Meat Co Site and all services provided in connection with it.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

2. AMENDMENTS

We may update these Terms and Conditions from time to time and any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the James Whelan Buthcers.com Site. The changes will apply to the use of the James Whelan Buthcers.com Site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Johns Meat Co Site and the Online Stores. If you continue to use the Johns Meat Co Site after the date on which the change comes into effect, your use of the Johns Meat Co Site indicates your agreement to be bound by the new Terms and Conditions.

3. REGISTRATION

To register with Johns Meat Co you must be over eighteen years of age.

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.

4. PASSWORD AND SECURITY

When you register to use the Johns Meat Co Site you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password you should notify us by contacting Customer Services (see below for contact details) immediately.

If Johns Meat Co has reason to believe that there is likely to be a breach of security or misuse of the Johns Meat Co Site, we may require you to change your password or we may suspend your account in accordance with paragraph 13 below.

5. EXCLUDED SERVICES

The services provided by the Johns Meat Co Site do not include the provision of computer or other necessary equipment to access the Johns Meat Co Site. To use the Johns Meat Co site you will require Internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur.

6. INTELLECTUAL PROPERTY

The content of the Johns Meat Co Site is protected by copyright, trade marks, database and other intellectual property rights. You may retrieve and display the content of the Johns Meat Co Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes

any of the materials or content on the Johns Meat Co Site without written permission from Johns Meat Co.

No licence is granted to you in these Terms and Conditions to use any trade mark of Johns Meat Co.

7. LIMITATIONS

You may not use the Johns Meat Co Site for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
- gaining unauthorised access to other computer systems
- interfering with any other person's use or enjoyment of the James Whelan Butchers Site
- breaching any laws concerning the use of public telecommunications networks
- interfering or disrupting networks or web sites connected to the Johns Meat Co Site
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner

Johns Meat Co reserves the right to refuse to post material on the Johns Meat Co Site or to remove material already posted on the Johns Meat Co Site.

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- any claim by any third party that the use of the Johns Meat Co Site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- any claim by any third party that the use of the Johns Meat Co Site by you infringes that third party's copyright or other intellectual property rights of

whatever nature; and any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Johns Meat Co Site by you.

8. AVAILABILITY OF THE JOHNS MEAT CO SITE

Although Johns Meat Co aims to offer you the best service possible, Johns Meat Co makes no promise that the services at the Johns Meat Co Site will meet your requirements. Johns Meat Co cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to the Customer Services (see below for contact details) or by email at Pat@jameswhelanbutchers.com we will attempt to correct the fault as soon as we reasonably can.

Your access to the Johns Meat Co Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. Johns Meat Co will attempt to restore the service as soon as it reasonably can.

9. JOHNS MEAT CO RIGHT TO SUSPEND OR CANCEL YOUR REGISTRATION

Johns Meat Co may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

You can cancel this agreement at any time by informing us in writing. If you do so, you must stop using the Johns Meat Co Site. The suspension or cancellation of your registration and your right to use the Johns Meat Co Site shall not affect either party's rights or liabilities.

Paragraphs 9, 10, 13, 14, 17 and 18 of these Terms and Conditions shall survive cancellation.

10. JOHNS MEAT CO' LIABILITY

The Johns Meat Co Site is provided by Johns Meat Co without any warranties or guarantees. You must bear the risks associated with the use of the Internet.

The Johns Meat Co Site provides content from other Internet sites or resources and while Johns Meat Co tries to ensure that material included on the Johns Meat Co Site is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. Johns Meat Co will not be responsible for any errors or omissions or for the

results obtained from the use of such information or for any technical problems you may experience with the Johns Meat Co Site. If Johns Meat Co is informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Johns Meat Co Site with any of your equipment, software or telecommunications links
- technical problems including errors or interruptions of the Johns Meat Co Site
- unsuitability, unreliability or inaccuracy of the Johns Meat Co Site
- inadequacy of the Johns Meat Co site to meet your requirements

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Johns Meat Co Site. Nothing in this paragraph 13 applies to Johns Meat Co liability in respect of products sold through the Online Stores.

Nothing in these Terms and Conditions shall exclude Johns Meat Co liability for personal injury or death caused by its negligence.

Our acceptance of an order takes place on despatch of the order, at which point the purchase contract will be made and you will be charged for your order.

11. THIRD PARTY WEBSITES

As a convenience to Johns Meat Co customers, the Johns Meat Co Site includes links to other web sites or material which are beyond its control. Johns Meat Co is not responsible for content on the Internet or World Wide Web pages external to their site.

12. ADVERTISING AND SPONSORSHIP

Part of the Johns Meat Co Site may contain advertising and sponsorship. Advertisers and Sponsors are responsible for ensuring that material submitted for inclusion on the Johns Meat Co Site complies with relevant laws and codes. We will not be responsible for any error or inaccuracy in advertising and sponsorship material.

13. APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland and any disputes will be decided only by the Irish courts.

14. INTERNATIONAL USE

Johns Meat Co makes no promise that materials on the Johns Meat Co Site are appropriate or available for use in locations outside the United Kingdom, and accessing the Johns Meat Co Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the Republic of Ireland, you do so on your own initiative and are responsible for compliance with local laws.

15. MISCELLANEOUS

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

If you breach these Terms and Conditions and Johns Meat Co ignores this, Johns Meat Co will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

Johns Meat Co shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its control.