

# Terms and Conditions

Terms and Conditions – Irishcompany.eu

The following outlines the Terms and Conditions for the use of Irishcompany.eu. These Terms & Conditions are subject to change without notice and it is your obligation to review the current Terms and Conditions each time you use the service. Customers are subject to these terms and conditions at the point of order of a product. Irish Company may change prices of products at any time, but not during an order. When using Irishcompany.eu you may be asked to agree to these terms and conditions by checkbox. You accept these terms and conditions by accessing any aspect of this website and no other terms and conditions shall be binding on Us. The Irishcompany.eu privacy policy can be viewed here.

## Definitions

“The CRO” refers to the Company Registrations Office.

“Service” means any of the products and services that you purchase from the Website

“User” or “You” means any person/entity that uses the Website and/or Service.

“Website” means [www.Irishcompany.eu](http://www.Irishcompany.eu) and [www.IrishFormations.com](http://www.IrishFormations.com)

“We” or “Us” indicates Irish Company.ie.

These Terms and Conditions are governed by and construed in accordance with the laws of Ireland.

Being a director, secretary and/or member of an Irish company carries with it legal obligations. It is your responsibility to ensure you are familiar with these obligations.

## Our Contact Details

Address: Merconsult Ltd T/A IrishCompany EU, 4&5 Arran Square, Arran Quay, Dublin 7, Dublin. Tel: +353 15593908 Fax: +353 15593866  
Email: [contact@irishcompany.ie](mailto:contact@irishcompany.ie)

## Conditions of Use

We will where necessary apply additional fees to any work that we deem as extra to Services being purchased. If extra work is necessary payment must be made in advance of receiving the product in question. Where products cannot be calculated for payment in advance, and if it is identified that a product is underpaid at the point of purchase, we will contact the customer and require payment before further products can be released.

All Users of this Service must ensure that their information is correct. Delivery

address of product may differ from delivery address of login accounts. It is the User's responsibility to ensure that the delivery address for products is correct. We will not be responsible for User's data entry.

### Additional Information for Anti-Money Laundering Compliance

Under EU anti-money laundering legislation, you will be asked to provide Us with User Identification Documentation (hereinafter called "UID") i.e. a certified copy of proposed directors and/or shareholders passports or drivers licenses, 2 documents proving residential address dated within the last 6 months. Failure to comply with these requirements may result in us terminating Services rendered without a refund.

Should you be procuring a Service on behalf of your own client, i.e. you are acting as an agent / professional advisor on behalf of a client for any service provided by US, You hereby agree to and agree to abide by the following:

- a. That you are a regulated / licenced by a competent authority e.g. Chartered Accountants Ireland, Law Society, etc.
- b. That you have policies and procedures in place which meet the requirements of anti-money laundering legislation.
- c. That you will obtain and retain UID for each customer that you contract with US on behalf of for a period of at least 5 years after contracting with Us.
- d. On request, you will make available to Us, copies of UIDs.
- e. You have any necessary authorities from your clients pursuant to the Data Protection Acts 1988 to 2003 to furnish UIDs to Us.

The User indemnifies Us against all and any losses which it may suffer as a result of any delays, refusal to provide or falsification of such UID.

If we have reasonable grounds of suspicion of money laundering or terrorist financing, we are legally obliged to make a report to An Garda Siochana and the Revenue Commissioners and may do this without notice to you.

### Refund Policy

We will provide a full refund under the following circumstances; if we breach these terms and conditions, or if we identify that we cannot deliver a product to you where there is no fault on your part. Refund where agreed will be made within 10 working days.

Once documentation has been submitted to the CRO, a product or order cannot be cancelled if it relates to said submission to the CRO, or other registrar. Refunds cannot be made once documentation for signatures has been emailed to You. In cases where alternative names are suggested by the CRO or other registrars, and these names or data are not agreed by the customer in time, we reserve the right to cancel the order without refund to the customer. Reasonable additional fees will be charged to the User for re-submissions of data.

## Intellectual Property

Irish Company is a registered business name in Ireland. No one may use this name in any way without Our consent. [www.Irishcompany.eu](http://www.Irishcompany.eu) & [www.merconsult.ie](http://www.merconsult.ie) are registered with the Irish Domain Registry (IEDR).

By creating an account with Us, We are granting You a license to use the website, this licence may be revoked by Us at any time without reason.

Any documentation not paid for remains the property of Irish Company until payment is made.

We own the copyright in all branding, Website content and Website functionality none of which may be copied, re-produced, or re-sold for commercial benefit without Our prior written consent. You may not download data from the Website without Our Consent. Any accessible hidden data in source code may not be copied, or reused without Our prior written consent. Our Step Process may not be used or copied by any company.

## WARRANTIES AND DISCLAIMERS

DISCLAIMER. ANY USE BY YOU OF THE SERVICES AND/OR OUR WEBSITE IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INFRINGEMENT, TITLE, AND OWNERSHIP. WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICES ARE (1) FIT FOR PURPOSE; (2) WILL PERFORM UNINTERRUPTED; (3) WILL MEET YOUR REQUIREMENTS.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information contained on the website. Any reliance you place on such information is therefore strictly at your own risk.

## LIMITATION OF LIABILITY

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL WE, OR OUR SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT,

TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, SAVE IN THE CASE OF DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, OR WHERE WE HAVE ACTED FRAUDULENTLY, THE TOTAL AGGREGATE LIABILITY OF US, AND OUR SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO US FOR THE SERVICES. IF THE SERVICES ARE PROVIDED WITHOUT CHARGE, THEN WE AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY INCLUDING NEGLIGENCE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### Registration of Domains

The terms and conditions governing the registration of domains are these Irish Company terms and conditions, and the terms and conditions set by Irish Domains which can be found here. All payments made to Us for the registration of website domains are non-refundable. As with products of Irish Company, domains registered and paid by cheque will not be completed until the cheque clears.

Where a requested domain name is not available We will contact You and make suggestions for alternatives. Any charges that have not been applied to Us by a third party domain registrar are refundable so long as there are no charges to Us by said third party registrar. Irish Company registers Domains only, and further processing will be required. It is your responsibility to make contact with the domains registry to complete the process.

#### Payment

Cheques must be drawn from a bank in the Republic of Ireland only and must be in EURO. Any payment by cheque must clear before products applied for can be

released. All cheques must clear within 10 working days of lodgement. All Prices are subject to VAT at the current rate.

## Tax Registrations

We can register Users for corporation tax and other tax registrations. You must provide PPSN numbers for each Director for the registration of taxes. The Office of the Revenue Commissioners requires PPSN numbers for each Director of a Limited Company. The application for PPSN numbers are not included in any charges and cannot be applied for by Irish Company under Irish law. Companies must satisfy revenue specific requirements to acquire a VAT number. We can refer you to an Accountant for the application of PPSN numbers or to deal with VAT registrations which may incur extra fees.

## Electronic Mail

Irishcompany.eu communicates to its users by email. This method of communication is subject to external factors which may affect the delivery of email. We take no responsibility for undelivered email outside its networks. By receiving email from us you agree that this method of communication satisfy all legal requirements that such communication be in writing.

## Free Business Name for Business Users

The Free Business Name Registration (as referred to on the Website) must be used under the company number purchased under the Standard Pack on the Website. You must be a business with a recognised association under the following categories: accountant, solicitor, or business consultant. We may contact you by telephone to get further information on your market sector, or to classify you as a Business to Business user.

## COMPLIANCE MEETINGS

The optional compliance meeting is managed by an Accountant and Tax advisor. It has a strict agenda. The Compliance meeting is not "time in credit" with the Accountant. The meeting is optional. The compliance meeting must be held within one year of purchasing the Premium Pack or Non-Resident Pack or it becomes void.

## DISPUTE RESOLUTION

If you have a complaint regarding any of the services you have received from Irish Company please email is at [info@irishcompany.eu](mailto:info@irishcompany.eu) If you require further information regarding Dispute Resolution in the EU visit the EU site for ODR here: [Online Dispute Resolution](#)

## GENERAL PROVISIONS

This agreement will be governed by and construed in accordance with the laws of Ireland without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction.

Our failure to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

This Agreement constitutes the entire agreement between you and Us and supersedes and replaces any prior agreements between you and Us in relation to the Services and the subject matter hereof and replaces any and all prior or contemporaneous understandings or agreements whether written or oral regarding the Services.

All provisions of these Terms and Conditions shall survive any termination or expiration of this Agreement.