

**Totally Partner Limited– [www.totallydublin.ie](http://www.totallydublin.ie)**

## **Terms and Conditions for Use “Terms”**

These terms and conditions were last updated in July 2014

### **1. Introduction**

**1.1** This website, [www.totallydublin.ie](http://www.totallydublin.ie) ("**Website**") is owned and operated by Totally Partner Limited of 60 Merrion Square, Dublin 4 ("TP")

**1.2** These terms & conditions set out the terms between you the user and us the website owner, TP.

**1.3** Your use of this Website and any service contained within constitutes acceptance of these Terms in full.

**1.4** TP reserves the right to change or modify the Terms at any time.

**1.5** You should check the Terms from time to time, as you are bound by them by using the Website once the amended Terms have been posted on the Website.

**1.6** The Terms can be supplemented by additional conditions which relate to specific content and activity, which will be notified to you and are hereby incorporated by reference to these Terms.

**1.7** You should not use this Website if you do not accept these terms & conditions in full.

### **2. Partner Pages**

**2.1** You should always check that the contact information you provide is correct.

**2.2** You are responsible for maintaining your own username and password, where required, to access your account. You should ensure that you store your username and password securely and that the details required to access your account are not provided to another party.

**2.3** You are responsible for your account and actions taken within it. If you are aware or suspect that your account username and password or other details have become known to a third party, you should inform us immediately.

**2.4** Our website is only intended for use by adults.

**2.5** You are responsible for the content that you post on your page, which must comply in particular with the User Generated clause contained in paragraph 8 of these Terms and any content can be removed if it is found to be in breach of that clause or any other term contained in these Terms.

**2.6** We reserve the right to restrict or remove your access to this Website where you breach these Terms. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

### **3. Privacy**

**3.1** We take your privacy seriously, any details supplied by you to us, for example, on registration for the Newsletter are stored on TP's newsletter database. The content of any database administered by TP is confidential.

**3.2** By disclosing personal information to TP, you give your consent to the processing of such information by or on behalf of TP, in accordance with TP's Privacy Policy, which is available to view on the Website. TP agrees to comply with its obligations under applicable data protection legislation or any other relevant legislation.

### **4. Customer Complaints**

We endeavour to respond to all complaints or queries within five working days.

### **5. Events outside our control**

We shall not be liable for delay or failure to perform any obligation under these Terms, if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

### **6. Licence**

**6.1** We grant you a licence to access the content, information and services contained within our Website for personal use only.

**6.2** This licence allows you to download and cache (using your browser) individual pages from our Website.

**6.3** This licence does not allow you to download and modify individual pages or substantial parts of our Website nor to make our Website available via an intranet, where our Website or a substantial part of it is hosted locally on the intranet in question.

**6.4** Our Website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

**6.5** Our Website cannot be placed within the frame-set of another site.

**6.6** Third parties are not allowed to "deep link" to pages within our Website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our Website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

**6.7** The restriction on "deep linking" does not apply to affiliate partners or other partners who wish to send users directly to a particular section or page.

### **7. Copyright**

**7.1** All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

**7.2** The data mining, extraction or utilisation of product information from our Website is not permitted without our express prior written permission.

## **8. User Generated Content**

**8.1** Where the facility exists you may provide reviews or public feedback on the Website, also known as user-generated content.

**8.2** Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

**8.3** As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

**8.4** Such content shall not infringe the intellectual property rights of any other party. Furthermore the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

**8.5** We reserve the right to remove any content, which breaches or risks breaching these Terms.

**8.6** However, we shall not assume any responsibility for auditing or monitoring any user generated content.

**8.7** Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

## **9. Use of Website**

**9.1** You hereby confirm that you will not use the Website as follows:

- in any way that breaches any applicable local, national or international law, rule or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which:
  - is defamatory of any person, obscene, offensive, hateful or inflammatory, promotes sexually explicit material, promotes violence, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - infringes any copyright, database right or trade mark of any other person;
  - is likely to deceive any person;
  - is in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - promotes any illegal activity, is threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or needless anxiety, or is likely to harass, upset, embarrass, alarm or annoy any other person;
  - impersonates any person, or misrepresents a Member's or User's identity or affiliation with any person, gives the impression that the material emanates from TP, if this is not the case, or advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse;

- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

TP reserves the right to remove any such material from the Website.

## **10. Competitions**

**10.1** TP runs competitions periodically on the Website. Once you have entered a competition hosted by TP or an affiliated company, you will be deemed to have accepted these Terms and agree to be bound by them.

**10.2** Competitions are deemed to include any competitions for a prize, offers and draws. We reserve the right to include additional terms and conditions to the competitions, which will be available at time of entry.

**10.3** TP's Privacy Policy, which is available on the Website, will be applicable to all entries to any competitions.

**10.4** Only valid entries that follow the exact instructions regarding the competition will be considered, however no entries whatsoever will be returned and they cannot be withdrawn.

**10.5** Each person can only submit one entry per competition. If the entry is successful the winner will be contacted with the contact details that have been supplied. This will occur on the day that the winner is selected.

**10.6** TP's decision is final in every situation, including those not covered herein and no correspondence will be entered into in this regard.

**10.7** TP reserves the right to exclude any participant at any time at its sole discretion.

## **11. Limitations and Exclusions of Liability**

**11.1** The Website and the information contained on it, is provided 'as is' without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement or fitness for purpose. The Website is normally operational 24 hours a day. Any operational disruptions will be rectified as soon as reasonably possible. TP shall have no liability for temporary operational disturbances, if you are unable to access the Website or where the Website is not functioning satisfactorily.

**11.2** TP reserves the right to temporarily suspend the Website for maintenance purposes, for Website upgrades and to perform modifications to the Website. TP will not be responsible for any loss or damage suffered in connection with the aforementioned measures.

**11.3** All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.

**11.4** All indirect, consequential or special losses or damage are all excluded.

**11.5** All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

**11.6** All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

**11.7** These Terms do not exclude or limit liability for death or personal injury caused by you or us.

**11.8** These Terms do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

**11.9** These Terms do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

## **12. Linking to and from Website**

**12.1** You may link to the homepage of the Website, provided that it does so in a way that is fair and legal and does not damage the reputation or take advantage of TP, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of TP when none exists. You must not establish a link from any website that is not owned by yourself.

**12.2** The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. TP reserves the right to withdraw linking permissions without notice. The website from which you are linking must comply in all respect with the contents standards set out in these Terms.

**12.3** Where the Website contains links to other sites and resources provided by third parties these links are provided for your information only. TP has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

## **13. Indemnity**

By your use of our Website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these Terms by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these Terms.

## **14. Variation**

We reserve the right to vary these Terms at any time, without giving notice to you. Such varied Terms shall automatically apply to the use of our Website from the date of publication on our Website.

**15. Assignment**

We reserve the right to assign our rights and also our obligations under these Terms, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

**16. Severability**

The foregoing paragraphs, sub-paragraphs and clauses of these Terms shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

**17. Waiver**

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

**18. Third Parties**

These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

**19. Entire Terms & Conditions**

These Terms set out the entire agreement and understanding between you and us.

**20. Your Statutory Rights**

Where acting as a consumer your statutory rights are unaffected.

**21. Jurisdiction**

These Terms shall be interpreted, construed and enforced in accordance with Irish law and shall be subject to the exclusive jurisdiction of the Irish Courts.

Our contact details are as follows:

*Totally Partner Limited*

Email: [editor@totallydublin.ie](mailto:editor@totallydublin.ie)

Telephone – 01 6870695

Company registration number: 425509

VAT registration number: 9677353Q

