

# Scoil Pól

## Website Privacy Policy

## Cookie Policy

## Terms and Conditions



### Website Privacy Policy

Welcome to Scoil Pól and our website at <https://www.scoilpol.ie/> (our “website”). At Scoil Pól, we are committed to protecting and respecting your privacy.

This Privacy Policy sets out the basis on which we will process any Personal Data that we may collect about you as a visitor to our website. This policy further sets out how we protect your privacy and your rights in respect of our use of your Personal Data.

#### What Is Personal Data?

Personal Data is information that makes it possible to identify a natural person. This includes, in particular, your name, date of birth, address, telephone number, and email address, but also your IP address. Anonymous data exists if no personal reference to the user can be made.

#### What Is Special Category Data?

Special category data is Personal Data that needs more protection because it is sensitive. This includes Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, and biometric data. As well as data concerning health, a person's sex life, and a person's sexual orientation. In order to lawfully process Special Category Data, it is necessary to consent to the processing.

#### What Is Processing?

"Processing" means and covers virtually any handling of data.

#### What Law Applies?

We will only use your Personal Data in accordance with Ireland's Data Protection Act (“DPA”), the EU's General Data Protection Regulation (“GDPR”), and of course only as described in this Privacy Policy.

#### Who Is The Data Controller?

A “data controller” is a person or organisation who alone or jointly determines the purposes for which, and the manner in which, any personal data is, or is likely to be, processed. In this sense, Scoil Pól Kilfinane, Co. Limerick, V35 YH27 (“Scoil Pól”, “we”, “us”, “our”) is the data controller. If you have any questions about this policy or about data protection at Scoil Pól in general, you can reach us by email using [secretary@scoilpol.ie](mailto:secretary@scoilpol.ie) with “Data Protection” in the subject line.

#### What Are The Legal Bases For Processing Personal Data

In accordance with the DPA and the GDPR, we have to have at least one of the following legal bases to process your Personal Data: a) you have given your consent; b) the data is necessary for the fulfilment of a contract / pre-contractual measures; c) the data is necessary for the fulfilment of a legal obligation; d) the data is necessary for the fulfilment of a public task; or e) the data is necessary to protect our legitimate interests, provided that your interests are not overridden.

#### What Personal Data Do We Collect From You?

We may collect and process the following Personal Data about you:

##### a) Personal Data that you give us:

This is information about you that you give to us

- by filling in forms on our website (or other forms that we ask you to complete), or when you use the services we offer on our website, or correspond with us by telephone, post, email, or otherwise.
- in connection with our teaching and academic services, such as when you register your child with us (please refer to our enrolment privacy notice).
- in connection with our forms. Your data from our forms will be transferred to our [Jotform/Google](#) account and the connected admissions management system or email inbox, as applicable, to handle the application or inquiry process. All entries made by you will be processed on the relevant third parties' servers. Our forms also place a cookie in your browser that contains a unique (please refer to our enrolment privacy notice).

- in connection with our auxiliary services, such as events, festivals and clubs etc.,
- any other information that you choose to send to us, or which is provided by third parties, including in the context of your relationship with Scoil Pól as a parent, teacher, or pupil (please refer to our enrolment privacy notice).

As you can see from the above, the Personal Data you provide depends on how you are using our website and online services and typically consists of contact data (such as your name, email address, and telephone number) and contract data (the data related to your contract with us in order to process the relationship between you and us). Accordingly, the data is processed on the basis of your consent, our provision of a public task, and, in certain circumstances, the fulfilment of a contract / pre-contractual measures.

*Please note:* In relation to online applications, we process the Personal Data including any Special Category Data we receive from you as part of the application process. Your data will initially be processed solely for the purpose of carrying out the application process. If your application is successful, it will become part of your file and will be used in accordance with the rules applicable to such files. If we are unable to admit your child or offer you employment, as applicable, we will continue to process your data for up to six months after sending the rejection in order to defend ourselves against any legal claims, in particular alleged discrimination in the application process.

*b) Personal Data that our website and other systems collect about you:*

If you visit our website, it will automatically collect some information about you and your visit, including the Internet protocol (IP) address used to connect your device to the Internet and some other information, such as the pages on our site that you visit. This is used to monitor the performance of the website and improve the experience of visitors to the website.

We use the hosting services of **Hosting Ireland** for the purpose of hosting and displaying our website on a **Joomla platform**. Hosting Ireland does so on the basis of processing on our behalf, and that also means that all data collected on our website is processed on Hosting Ireland's servers. The basis for processing is our legitimate interest and the initiation and/or fulfilment of a contract.

We also use the open-source Content Management System (CMS) of **Joomla** to publish and maintain the created and edited content and texts on our website. This means that all content, texts, and contact data submitted to us via our website are transferred to and stored on our Hosting Ireland server. The legal basis for this processing is our legitimate interest.

When you go ahead and download our policies, publications, and resources, your IP address is requested and logged for documentation purposes by **Hosting Ireland**. This is a mere technical process and required to make our policies, publications, and resources available for download to your device or, depending on your browser, available for viewing. The basis for this storage is the provision of a contract and our legitimate interest.

Lastly, our website uses [Google](#) Maps API to visually display geographical information. When using Google Maps, Google also collects, processes and uses data about visitors' use of the map functions. You can find more information about data processing by Google in the Google privacy policy. There you can also change your personal privacy settings in the Privacy Centre. The integration of Google Maps represents a legitimate interest.

*c) Cookies*

We use so-called cookies on our website. Cookies are pieces of information that are transmitted from our web server or third-party web servers to your web browser and stored there for later retrieval. Cookies may be small files or other types of information storage. As set out in Ireland's Privacy and Electronic Communications Regulations ("PECR") we need to obtain consent for the use of non-essential cookies. The legal basis for the use of essential cookies is our legitimate interest, and the legal basis for the use of non-essential cookies is your consent. For further information on the cookies we use, please refer to our Cookie Policy.

*d) Cookie consent*

Our website also uses a cookie consent tool to obtain your consent to the storage of certain cookies on your end device or to the use of certain technologies and to document this consent. When you enter our website, the following personal data is transferred to us: a) your consent(s) or revocation of your consent(s); b) your IP address; c) information about your browser; d) information about your terminal device; and e) time of your visit to the website. Our cookie consent tool is used to obtain the legally required consent for the use of certain technologies.

**Other Uses Of Your Personal Data**

We may also collect, store, and use your Personal Data for the following purposes:

- to operate, manage, develop, and promote our business and, in particular, our relationship with you and related transactions, including, for example:

- marketing purposes (when we have either gathered prior opt-in consent and/or have a legitimate interest to send you communications which we believe to be relevant and of use to you).
  - to operate, administer, and improve our website and other aspects of the way in which we conduct our business;
  - to offer you our services;
  - to provide you with services or information that you may have requested; and
  - to keep you informed and updated on relevant topics or services you may be interested in.
- to protect our business from fraud, money laundering, breach of confidence, theft of proprietary materials, and other financial or business crimes;
  - to comply with our legal and regulatory obligations, bring and defend legal claims and assert legal rights; and
  - if the purpose is directly connected with an assigned purpose previously made known to you.

We will only process your Personal Data as necessary so that we can pursue the purposes described above and where we have a legal basis for such processing. Where our lawful basis for processing is that such processing is necessary to pursue our legitimate interests, we will only process your Personal Data where we have concluded that our processing does not prejudice you or your privacy in a way that would override our legitimate interest. In exceptional circumstances, we may also be required by law to disclose or otherwise process your Personal Data.

#### **Change Of Purpose**

We will only use your Personal Data for the purposes for which we collected it as detailed above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your Personal Data for an unrelated purpose, we will notify you, and we will explain the legal basis which allows us to do so.

#### **Data Sharing**

In certain cases, it is necessary to transmit the processed Personal Data in the course of data processing. In this respect, there are different recipient bodies and categories of recipients.

##### *a) Internal*

If necessary, we transfer your Personal Data within Scoil Pól. Access to your Personal Data is only granted to authorised employees who need access to the data due to their job, e.g., to provide our services or to contact you in case of queries.

##### *b) External bodies*

Personal Data is transferred to our service providers in the following instances:

- in the context of fulfilling our contract with you,
- to use marketing services and to advertise our services online,
- to communicate with you,
- to provide our website, and
- to state authorities and institutions as far as this is required or necessary.

##### *c) International transfers*

We may transfer your Personal Data to other companies as necessary for the purposes described in this Privacy Policy. In order to provide adequate protection for your Personal Data when it is transferred, we have contractual arrangements regarding such transfers. We take all reasonable technical and organisational measures to protect the Personal Data we transfer.

#### **Marketing**

Insofar as you have given us your consent to process your Personal Data for marketing and advertising purposes, we are entitled to contact you for these purposes via the communication channels you have given your consent to. Our marketing generally takes the form of email but may also include other less traditional or emerging channels. These forms of contact will be managed by us, or by our contracted service providers. Every directly addressed marketing sent by us or on our behalf will include a means by which you may unsubscribe or opt out.

#### **Linked Sites**

For your convenience, our website may contain hyperlinks to other websites. We are not responsible for the privacy practices of linked websites or companies that are not owned or controlled by us, and this Privacy Policy does not apply to them. The links on our website may collect additional information in addition to the information we collect.

We do not endorse any of these linked websites, their products, services, or any content on their websites. We encourage you to read the privacy policies of each linked website you visit to understand how the information collected about you is used and protected.

### **Social Media**

We are present on social media based on our legitimate interest. If you contact or connect with us via social media, we and the relevant social media platform are jointly responsible for the processing of your data and enter into a so-called joint responsibility agreement. The Personal Data collected when you contact us is used to process your request, and the basis for this is both your consent and our legitimate interest.

### **How Long Do We Keep Your Personal Data?**

We will delete your Personal Data when we no longer need such Personal Data, for instance, where:

- it is no longer necessary for us to retain your Personal Data to fulfil the purposes for which we had collected it.
- we believe that your Personal Data that we hold is inaccurate; or
- in certain cases where you have informed us that you no longer consent to our processing of your Personal Data.

Sometimes, however, there are legal or regulatory requirements which may require us to retain your Personal Data for a specified period, and in such cases we will retain your Personal Data for such specified period; and we may need to retain your Personal Data for certain longer periods in relation to legal disputes, and in such cases we will retain it for such longer periods to the extent required.

### **Data Security**

Our website uses SSL or TLS encryption to ensure the security of data processing and to protect the transmission of confidential content, such as orders, login data or contact requests that you send to us. We have also implemented numerous security measures ("technical and organisational measures"), for example, encryption or need-to-know access, to ensure the most complete protection of Personal Data processed through our website.

### **Your Rights And Privileges**

#### *a) Privacy rights*

You can exercise the following rights:

- *The right to access;*
- *The right to rectification;*
- *The right to erasure;*
- *The right to restrict processing;*
- *The right to object to processing;*
- *The right to data portability;*

#### *b) Update your information and withdraw your consent*

If you believe that the information we hold about you is inaccurate or request its rectification, deletion, or object to legitimate interest processing, please do so by contacting us.

#### *c) Access Request*

In the event you want to make a Data Subject Access Request, please contact us. We will respond to requests regarding access and correction as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days, we will tell you why and when we will be able to respond to your request. If we are unable to provide you with any Personal Data or to make a correction requested by you, we will tell you why.

#### *d) Complaint to a supervisory authority*

The Data Protection Commission (DPC) is Ireland's authority in matters of data protection. You have the right to make a complaint at any time to the DPC (<https://www.dataprotection.ie/en>). We would, however, appreciate the chance to deal with your concerns before you approach the DPC in the first instance.

#### *e) Data Breaches and Notification*

Databases or records containing Personal Data may be breached accidentally or through unlawful intrusion. As soon as we become aware of a data breach, we will notify all affected individuals whose Personal Data may have been compromised, and the notification will be accompanied by a description of the measures that will be taken to repair the damage caused by the data breach. Notifications will be sent as soon as possible after the violation is discovered.

#### *f) What we do not do*

- We do not request Personal Data from minors and children without obtaining parental or legal guardian consent;
- We do not sell your Personal Data;
- We do not process Special Category Data without obtaining prior specific consent; and
- We do not use automated decision-making, including profiling.

### Help And Complaints

If you have any questions about this policy or the information we hold about you, please contact us by email using [reception@thekingshospital.ie](mailto:reception@thekingshospital.ie) with "Data Protection" in the subject line.

### Changes

The first version of this policy was issued on 01 July 2025, and is the current version. Any prior versions are invalid, and if we make changes to this policy, we will revise the effective date.

### Website Cookie Policy

Thank you for your interest in this Cookie Policy and welcome to Scoil Pól's website:

<https://www.scoilpol.ie/> (our "website"). Our website uses cookies to remember your preferences and help you obtain the right information. Cookies also allow us to understand how our website is being used.

Our website is operated and maintained by Scoil Pól of Kilfinane, Co. Limerick, V35 YH27("Scoil Pól", "we", "us", "our"). If you want to contact us or if you have any questions, please email us using Scoil Pól with "Data Protection" in the subject line.

### Why Do We Have A Cookie Policy?

This Cookie Policy sits in line with our obligations set out in Ireland's The European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 ("PECR") and the EU's Privacy and Electronic Communications Directive ("PECD"). In accordance with them, we need to inform you about the cookies we use and obtain your consent when using certain types of cookies, namely functional, performance, analytical, and advertising cookies ("Optional Cookies").

### What Are Cookies?

A cookie is a small text file that is sent to your device's hard drive by a website. Each time you return to the same website, your browser retrieves and sends the relevant cookie(s) to the website's server. Cookies can be divided into the following two broad categories:

*Essential or necessary cookies.* These cookies are essential or necessary to ensure that a website works properly and is secure so that you can navigate a website and use its features. Without these cookies, certain features of a website would not function, and thus you would not be able to use certain services.

*Optional Cookies.* These cookies are nonessential for the website to function and require your consent. When it comes to optional cookies, the following distinctions are made:

- *Functional cookies* or sometimes called convenience cookies. These cookies allow a website to remember the options a user has made and other personalisation options you have selected when browsing.
- *Analysis and performance cookies*, which are used to monitor and improve the function and service of a website. Those can track down problems when using a website, facilitate online surveys, record visitor numbers, and provide analytics metrics.
- *Advertising cookies or targeting cookies.* They are used to deliver customised advertising to the user.

### The Cookies We Use

We utilise the below-mentioned cookies to provide users with an improved user experience.

COOKIE NAME	PURPOSE	CATEGORY	MANAGED BY
Crumb	Used in order to recognise a computer when a user visits our website. It also prevents cross-site request forgery.	Functional	Joomla

Securedirect	This cookie is dropped on non-SSL connection for the purpose of redirecting to SSL.	Necessary	Joomla
ss_cvt	This cookie is used to track use of the website and allow some of the site's features.	Performance	Joomla
ss_cvisit	Used to identify a user's session for website usage analysis. No personally identifying information is associated with this cookie.	Performance	Joomla

## How To Manage Cookies

### *In your browser*

You can manage your cookie preferences using the following links for some of the most popular internet browsers: [Edge](#), [Google Chrome](#), [Firefox](#), [Safari](#) and [Opera](#).

### *Cookie preference pop-up*

We also offer a cookie preference pop-up when you first visit our website. This pop-up is a consent tool and allows you to specify your preference about cookies. You can accept or reject them or access this Cookie Policy before giving your consent to cookies or rejecting them.

### *Opt out*

In addition, if you do not wish to participate in advertising personalisation or retargeting/tracking you can object to behavioural advertising at the following websites: [Your Online Choices](#), [Digital Advertising Alliance of Canada](#), [Network Advertising Initiative](#), [AdChoices](#) the [European Interactive Digital Advertising Alliance \(Europe only\)](#), [Facebook Ad Settings](#), [Instagram Ad Settings](#), and [LinkedIn Ad Settings](#).

## Help And Complaints

If you have any questions about this policy or the information we hold about you, please email us using [secretary@scoilpol.ie](mailto:secretary@scoilpol.ie) with "Data Protection" in the subject line.

## Changes

The first version of this policy was issued on 01 July 2025, and is the current version. Any prior versions are invalid, and if we make changes to this policy, we will revise the effective date.

## Website Terms and Conditions

Thank you for your interest in these Terms and Conditions (these "Terms"). These Terms constitute a legal agreement between you and Scoil Pól governing the use of our website and services.

### 1. About Us

1. We are Scoil Pól of Kilfinane, Co. Limerick, V35 YH27 ("Scoil Pól", "we", "us", "our").
2. We operate the website at [https://www.scoilpol.ie/our "website"](https://www.scoilpol.ie/our%20website).
3. If you have any questions or want to speak to us, please email us at [secretary@scoilpol.ie](mailto:secretary@scoilpol.ie).
4. These Terms were last updated on 01 July 2025.
5. The following also apply to these Terms and form an integral part of these Terms:
  1. our Privacy Policy; and
  2. our Cookie Policy.

### 2. General

1. By using this website, you are deemed to accept the following Terms ("this website" means the whole or any part of the web pages located at <https://www.scoilpol.ie/>, and include the layout of this website; individual elements of this website's design; underlying code elements of the website; or text, sounds, graphics, animated elements, or any other content of this website) operated by Scoil Pól.
2. As you browse through this website, you may access other websites that are subject to different terms and conditions. When using these other sites, you will be bound by the terms and conditions posted on those websites.
3. Scoil Pól may change these Terms at any time without notice. Any amendment will be effective immediately. Your use of this website after any amendment constitutes an agreement by you to comply with and be bound by the amended terms and conditions. Accordingly, you should read these Terms from time to time for changes.

### 3. Intellectual Property Rights

1. This website is our copyright property. All rights are reserved.
2. You are provided with access to it only for your personal and non-commercial use. Other than for these permitted purposes, and for the purposes of and subject to the conditions prescribed under statutes that apply in your location, you may not, in any form or by any means:

1. adapt, reproduce, store, distribute, transmit, print, display, perform, publish, or create derivative works from any part of this website; or
2. commercialise any information, products, or services obtained from any part of this website.
3. without our written permission.
3. All rights in this website and the content on this website, including copyright, design rights, source codes, and any other intellectual property rights in any of the foregoing, are reserved to Scoil Pól and/or their content and technology providers.
4. All trade names, service marks, and other product and service names and logos displayed on the website are proprietary to their respective owners and are protected by applicable copyright laws.
5. Nothing contained on the website should be construed as granting any licence or right of use of any other person's or entity's intellectual property that is displayed on this website without their express permission.
6. You may not remove, change, or obscure Scoil Pól logo or any notices of proprietary rights on any content of this website.

#### **4. Our Resources, Publications And Website Content**

1. Scoil Pól resources, publications, the website, and its contents have been compiled with the greatest possible care. However, we do not accept any liability or guarantee for the topicality, correctness, and completeness of the information provided in our publications, the website, and its contents.
2. Liability claims against us, our directors, officers, employees, and agents, which refer to material or non-material damages that have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no demonstrable intentional or grossly negligent fault on our part.
3. We expressly reserve the right to change, supplement, or delete parts of the pages or the entire publication, the website, and its contents without separate announcement or to discontinue the publication temporarily or permanently.
4. All data and information are published conscientiously but without guarantee.
5. Errors in the content will be corrected immediately upon being brought to our attention. All rights, including those of reprinting extracts, photomechanical reproduction, and translation, are reserved and require our written consent. Unauthorised use, even of extracts, will be prosecuted.
6. The content on our website is provided by us in good faith on an "as is" basis for general information purposes only and is not intended to constitute or substitute professional advice of any kind. You are encouraged to confirm any information obtained from or through our website with other sources.
7. All articles, posts, updates, or other information available on our website are prepared so that they are current as of the date of writing.
8. We make no representations about the suitability, reliability, timeliness, comprehensiveness, and accuracy of the information, services, and other content contained on our website. We may, from time to time, change or add to our website without notice. However, we do not undertake to keep our website updated. We are not liable to you or anyone else if errors occur in the information on our website or if that information is not up to date.

#### **5. Links**

1. This website may contain links to other websites solely for your convenience only and may not remain current or be maintained. Scoil Pól does not endorse, recommend, or approve of any information, products, or services referred to on such linked sites and assumes no responsibility for the contents of any other website to which this website offers links.
2. You may not link the homepage or any other parts of this website without prior written consent from Scoil Pól.
3. Your use of any link to linked website is entirely at your own risk.
4. Unless stated otherwise on this website, Scoil Pól has:
  1. no relationship with the owners or operators of those linked website; and
  2. no control over or rights in those linked websites.

#### **6. Uploading And Providing Information**

1. You irrevocably and unconditionally represent and warrant that any of your information uploaded to our website and services, including in our forms, complies with our Privacy Policy, Ireland's Data Protection Act ("DPA"), the EU's General Data Protection Regulation ("GDPR") and any other applicable laws.
2. You are fully responsible for your information uploaded to our website and services. We will not be responsible or liable to any third party for:
  1. the information or accuracy of any information or data uploaded by you, by us on your behalf, or any other user of our website; or
  2. the loss of any information or data provided to us by you. You should keep a record of all such information and data.

3. We will only use the information uploaded by you for the purposes of carrying out the services, carrying out our obligations in these Terms, and any other purpose expressly set out in these Terms or otherwise agreed between us. We will not otherwise disclose or distribute the information uploaded by you, save for when required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
4. We may use the information uploaded by you for the purpose of data analytics. Any such information shall be anonymised and used only for the purposes of improving the services and our response to users of the website.
5. We have the right to disclose your identity to any third party claiming that any information posted or uploaded by you to our website constitutes a violation of their rights under applicable law.

## **7. Prohibited Uses**

1. You may use our website only for lawful purposes. You may not use our website:
  1. in any way that breaches any applicable local or international laws or regulations.
  2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
  3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
  4. 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.
2. You also agree:
  1. not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
  2. not to access without authority, interfere with, damage, or disrupt:
  3. any part of our website.
  4. any equipment or network on which our website is stored.
  5. any software used in the provision of our website; or
  6. any equipment, network, or software owned or used by any third party.

## **8. Limitation Of Liability**

1. We are not liable for the completeness, accuracy, or correctness of any information uploaded on our website and any related content. You expressly agree that your use of our services and our website is at your sole risk.
2. You agree not to use our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the services, our website, or any other website or software) for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill, or reputation; or any other indirect or consequential loss or damage.
3. Nothing in these Terms shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud, and/or any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
4. These terms set out the full extent of our obligations and liabilities in respect of the supply of the services and our website. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the services and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law, or otherwise, is excluded to the fullest extent permitted by law.

## **9. Other Important Terms**

1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
3. No joint venture, partnership, agency, or employment relationship has arisen by reason of these Terms.
4. These Terms and any document expressly referred to in it constitute the entire agreement between us regarding their subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or

negligent misstatement based on any statement in these Terms or any document expressly referred to in it.

5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
7. These Terms, their subject matter and their formation, and any other disputes or claims in connection therewith, are governed by the laws of Ireland. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such disputes or claims. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Ireland.