

# **Terms and Conditions**

## **MotorCycling Ireland WEBSITE**

### **ACCEPTANCE OF TERMS**

By accessing the content of [www.MotorCycling Ireland](http://www.MotorCyclingIreland.com) (the Website) you agree to be bound by the terms and conditions set out herein and you accept our privacy policy available at [motorcycling-ireland.com](http://motorcycling-ireland.com). If you object to any of the terms and conditions set out in this agreement you should not use any of the products or services on the Website and leave immediately.

You agree that you shall not use the Website for illegal purposes, and will respect all applicable laws and regulations. You agree not to use the website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

### **GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **MODIFICATION**

MotorCycling Ireland reserve the right to change any part of this agreement without notice and your use of the Website will be deemed as acceptance of this agreement. We advise users to regularly check the Terms and Conditions of this agreement.

MotorCycling Ireland have complete discretion to modify or remove any part of this site without warning or liability arising from such action.

## **LIMITATION OF LIABILITY**

MotorCycling Ireland will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of the Website.

Nothing within this Agreement will operate to exclude any liability for death or personal injury arising as result of the negligence of motorcycleshop.ie, its employees or agents.

## **COPYRIGHT**

All intellectual property of MotorCycling Ireland such as trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the Website remain the property of MotorCycling Ireland.

By using the Website you agree to respect the intellectual property rights of MotorCycling Ireland and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website.

## **DISCLAIMERS**

The information is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

The information contained with the Website is provided on an as is basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Website.

We do not guarantee uninterrupted availability of the MotorCycling Ireland Website and cannot provide any representation that using the Website will be error free.

## **THIRD PARTIES**

The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

## **SEVERANCE**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

## **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by the laws of Ireland and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of the Irish courts without reference to rules governing choice of laws.

## **RETURNS, REFUNDS, CANCELLATIONS**

Occasionally we do get things wrong, if your licence proves unsuitable it may be returned for refund, credit or exchange provided that it is returned to us within 7 days of receipt.

### **Refunds**

A full refund will be given for any unsuccessful licence application.

### **Cancellation**

Cancellation of your licence must be submitted in writing to MotorCycling Ireland, Unit 18, BEAT Centre, Stephenstown Business Park, Balbriggan, Co. Dublin. Ireland.

### **Minimum Age Policy**

All applications for persons under the age of 18 must be signed by his/her parent or legal guardian.

## **MotorCycling Ireland PRIVACY POLICY**

### **Who we are**

In this privacy policy references to we, us and our, are to MotorCycling Ireland.

### **What information we collect and how**

The information we collect via the Website may include.

1. Any personal details you knowingly provide us with through forms and our email, such as name, address, telephone number etc.
2. In order to effectively process credit or debit card transactions it may be necessary for the bank or card processing agency to verify your personal details for authorization outside the European Economic Area (EEA). Such information will not be transferred out of the EEA for any other purpose. For online card payments under no circumstances will we hold sensitive payment details such as your card number, expiry date and security code. All online card payment transactions are handled through our accredited payment bureaus, Realex payments.

3. Your preferences and use of email updates, recorded by emails we send you (if you select to receive email updates on products and offers).

### **What we do with your information**

Any personal information we collect from this website will be used in accordance with the Data Protection Act 1998 and other applicable laws. The details we collect will be used:

1. To process your licence application order
2. In certain cases we may use your email address or phone number to contact you regarding your licence application

### **Other Websites**

This privacy policy only covers this website. Any other websites which may be linked to by our website are subject to their own policy, which may differ from ours.

### **Important notes**

We do not accept liability for any consequential or incidental damages or for any other indirect, special or punitive damages whatsoever that arise out of or are related to the purchase or use of any products or services from the site through us.

While we work hard to ensure that the content on the site is accurate and current, we can't guarantee that the content will be free from error. We exclude any liability for any errors and omissions on the site. The access or use by you of the contents of this website is entirely at your own risk. We do not make any representation or warranty and expressly disclaim any and all such warranties and terms in respect of any products, services, information or materials