



Terms and Conditions

Please read this carefully as it affects your legal rights and sets out the Terms on which we allow you to use this Website and the information contained within it. The Website is offered to you conditional on your agreement to abide by these Terms and your continued use of the Website signifies agreement with these Terms in their entirety and without modification.

1. Definitions

1.1 "Communication Facility" refers to any bulletin boards, chat rooms or other messaging or communication facilities(if any) that may from time to time be contained in the Website.

1.2 "Intellectual Property Rights" refers to all patents, copyright, database rights, design rights, moral rights, registered designs, trade marks or service marks, trade names, or know-how (whether registered or not and including any applications or rights to apply for registration) and all rights or forms of protection of a similar nature whether subsisting now or at any time in the future anywhere in the world.

1.3 "Terms" refers to these terms and conditions as amended from time to time.

1.4 "we" (and related expressions like "us" and "our") refers to Donard Hotel and "you" (and related expressions like "your") refer to you, the user of this Website.

1.5 "Website" refers to <http://www.donardhotel.com/> and to all web pages (including without limitation all components developed and produced for the Website, up-dates, format, art direction, "look and feel" and other content) from time to time situated at the Website .

2. Intellectual Property Rights

All Intellectual Property Rights and goodwill in or relating to the contents of the Website belong to either ourselves, or our business partners or to our suppliers. All Intellectual Property Rights are protected by law and you may not copy, republish or otherwise use the content of the Website save as provided in these Terms.

3. The Website

3.1 We, or our suppliers or business partners may update or otherwise change the contents of the Website at any time and without notice to you. It is your responsibility to ensure you are aware of any changes we may make from time to time.

3.2 The Website may contain hyperlinks to sites operated by companies or organisations other than us. You access these hyperlinks at your own discretion and risk.

4. Your Use of the Website

4.1 You may not use the Website other than as expressly authorised within these Terms or within the Website itself. You are responsible for your use of the Website including where you allow others to use your password or

to access your computer.

4.2 You may download to a local hard disk and/or print extracts from the Website solely for your own personal and non-commercial use.

4.3 Subject to Term 4.2, you may not copy or reproduce part or all of the contents of the Website in any form including, without limitation, its incorporation into or store in any other website, electronic retrieval system, publication or other work (whether hard copy, electronic or other) without our express written permission.

4.4 You may not frame or link to the Website or any part of it without our express written permission.

4.5 You may not use the Website for any illegal or unlawful purpose.

4.6 You may use the "Contact Us" section only to send messages and material that are appropriate and related to the particular Communication Facility.

4.7 Any use of the Communication Facility must be responsible, reasonable and not excessive and in particular, without limitation, you shall not do any of the following:

(a) commit an offence or use the Communication Facility for illegal purposes or to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others;

(b) publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;

(c) upload files that contain software or other material protected by Intellectual Property Rights (or by rights of confidentiality or privacy) unless you own or control the rights in question or have received all necessary consents in writing;

(d) upload files that contain viruses, corrupted files, inappropriate data or code or any other similar software or programs or use the Communication Facility in any manner that may damage the operation of our or another's computer, systems, websites or general operations or to unlawfully obtain access to any of them ;

(e) upload files which contain an active hypertext link to another website;

(f) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;

(g) falsify the origin or source of software or other material contained in a file that is uploaded;

(h) advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters;

(i) download any file posted by another user of a Communication Facility that you know, or reasonably should know, cannot be legally distributed in such manner.

4.8 We shall be entitled at any time to delete, remove or suspend the whole or any part of any Communication Facility or any information posted upon them without incurring any liability.

4.9 You may not alter or delete any copyright or proprietary notice that the Website may contain.

Limitation of Liability and Disclaimers

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 5

5.1 We use commercially reasonable efforts to ensure that the information on the Website is accurate and helpful at all times. However, we cannot guarantee the accuracy of that information and cannot be held liable for any use of such information by you or your reliance on it except as specifically agreed with us in writing.

5.2 Any link (be it a hypertext link or other referral device) used on the Website is provided solely for your use and convenience. Such links do not represent an endorsement or recommendation by us and do not mean that we have any association with the linked website. We are not therefore responsible for the content of any websites that have links with the Website or for the consequences of your entering into any contract(s) with their owners and do not accept any liability for any loss, damage, expense, costs or liability incurred by you as a result.

5.3 Advertising and/or sponsorship may be included on the Website. Such adverts and/or sponsorship on the Website does not represent an endorsement or recommendation by us. We are not responsible for any error or inaccuracy in advertising or sponsorship material.

5.4 We will not be liable for any loss, damage, expense, costs, delays or other liability which you may incur as a result of any event beyond our reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the Website for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium). We do not guarantee that the Website will be a continuous service or error free or that any defect will be correctable.

5.5 In no circumstances (even where we are found to have been negligent and you have warned us of the likelihood of such damages occurring) will we be liable for indirect or special damages of any kind including but not limited to financial losses such as loss of profit or business opportunity or loss of information of any kind including data.

5.6 The content of the Website does not constitute advice and should not be relied upon in making, or refraining from making, any decision.

5.7 We use commercially reasonable efforts to check for the most commonly known viruses, but we do not

confirm that the Website, any e-mails or attachments are virus free and cannot accept any liability in this regard. We therefore recommend you carry out your own virus checks.

5.8 Nothing within these Terms operates so as to restrict our liability for death or personal injury arising from our negligence or that of our employees or sub-contractors or, if you are a consumer, affects your statutory rights.

5.9 If you use the Website in breach of these Terms you must reimburse us for any loss and/or damage caused to us by your misuse.

6. General Notices

6.1 We reserve the right to change these Terms at any time. Any such change will be effective once reflected in the text of these Terms and published on this Web page. You should check these Terms periodically to ensure that you are aware of and complying with the current version.

6.2 These Terms and our agreement with you under them shall be governed by English Law, and you and we agree to submit to the non-exclusive jurisdiction of the English courts for the determination of any dispute between us.

6.3. The headings in these Terms shall not affect their interpretation.

6.4 If any Term shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such Term or part shall to that extent be deemed not to form part of our agreement with you but the validity and enforceability of the remainder of that agreement shall not be affected.

6.5 You may not assign, sub-licence or otherwise transfer any of your rights under these Terms.

7. Data Protection

We take protection of any personal information you supply to us seriously. We will only use the information you provide about yourself in accordance with our Privacy Policy statement. You must comply with your own responsibilities under relevant data protection laws.
