

# Terms & Conditions 1.1

Sheahan Waste Recycling Ltd.

## Terms & Conditions

*Updated March 1st, 2018*

### General Terms & Conditions of Website

Please ensure that you (referred to as the "User", "you" or "your") read these TERMS AND CONDITIONS OF USE with care as they govern your use of and access to this Web Site (the "Site"). If you proceed further using the website after reading the Terms & Conditions, you are deemed to have accepted them. To Users of This Site the following provisions apply:

### Introduction

The business and website is owned and operated by Sheahan Waste Recycling Ltd. (referred to as "Sheahan Waste Recycling Ltd." "we", "us" or "our"), which expression shall also include associated companies including, where the context requires, our third party suppliers and any other person involved with the provision or maintenance of the Site. Users must use the Site and the facilities made available on it only for their intended purposes, and must at all times act in good faith when doing so.

### Copyright & Limited Licence

All content and materials published on the Site are presented solely for your private, personal and non-commercial use. The contents of the Site, including all text, images, brands and trademarks is, unless otherwise specified, protected by national and international intellectual property laws, and is owned by Sheahan Waste Recycling Ltd. or its suppliers. Use of the Site does not give a user any ownership in or to any of that content. You are granted a non-exclusive non-transferable limited personal licence to view and download on any single computer one copy of the contents of the Site for your personal, non-commercial, home use. All copyright notices, proprietary notices and disclaimers should also be copied. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Site including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so. You acknowledge that you do not acquire any ownership rights by downloading copyright material. All rights not expressly granted by us in these TERMS AND CONDITIONS OF USE are hereby reserved. If you breach any of these TERMS AND CONDITIONS OF USE, your authorisation to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

You also understand that Sheahan Waste Recycling Ltd. cannot and does not guarantee or warrant that any material available for downloading from the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

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## Information

In accessing the Site, the User accepts that information messages and electronic mail passing over the Internet may not be free from interference by third parties. Consequently, Sheahan Waste Recycling Ltd. cannot guarantee the privacy or confidentiality of any information relating to the User passing over the Internet.

Users shall be responsible for the content of all communications to the Site, including its lawfulness, truthfulness and accuracy. Users must ensure that all such communications to the Site, whether by e-mail or otherwise, are free of all viruses, trojan horses, logic bombs, time bombs, worms or any other computer programmes which could prejudice the normal and proper functioning of the Site or which would do anything which if done by the user would be a breach of these TERMS AND CONDITIONS OF USE.

## Online Materials

Where content published on the Site is supplied by third parties, you understand that Sheahan Waste Recycling Ltd. does not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not accept responsibility for the accuracy or otherwise of such contents (whether published on or offline) and the use of such content. You assume total responsibility and risk for your use of the Site and use of all information contained within it.

Those who visit the Site from locations outside of the Republic of Ireland do so on their own initiative and are responsible for compliance with all applicable laws. If use of the Site and/or viewing of it, or use of any material or content on the Site or services are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use the Site and you must exit immediately.

## Availability of the Site

Sheahan Waste Recycling Ltd. will try to make the Site available but cannot guarantee that the Site will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, service, website, router or any other internet connected device.

## General

Sheahan Waste Recycling Ltd. may alter these TERMS AND CONDITIONS OF USE from time to time and post the new version on the Site, following which all use of the Site will be governed by that version. You must check the terms and conditions on the Site regularly.

These TERMS AND CONDITIONS OF USE are governed by Irish law. The courts of Ireland shall have exclusive jurisdiction to hear and determine all disputes, questions and differences arising out of or in connection with these TERMS AND CONDITIONS OF USE, and the parties irrevocably submit to that jurisdiction for that purpose.

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If any provision or term of these TERMS AND CONDITIONS OF USE shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be severable from the other terms and conditions and shall be deemed to be deleted from them.

Please see our Privacy Statement.

### **Terms & Conditions of Online Customer Account Management**

These terms and conditions are applicable in conjunction with Sheahan Waste Recycling Ltd. 'Privacy Statement, Cookies Policy and Data Protection Notice. Please make yourself familiar with each of these sets of terms and conditions. If you do not accept any of these terms and conditions please do not proceed to accessing a Sheahan Waste Recycling Ltd. Online Account.

#### **1. Getting Access to Your Recycle Right Online Account**

In order to access your account online, you will require your account ID and password ("login details") - you will receive you access details with our communication sent to you by mail, to the address, registered on your account. Please note that when you use login into your online account - you are authorising us to carry out all the instructions you have given us on this site.

#### **2. Security**

We will only allow you to log on and use the online account section of the site using your login details. You must make sure that nobody else knows your login details. Please do not write them down. If you think that somebody may know your login details, you can request you password to be changed by contacting us by phone or email.

#### **3. Limitation of Liability**

To the fullest extent permitted by applicable law, neither the Company nor any of its employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your use of, or your inability to use, the facilities or services offered through this website, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if the Company has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable.

#### **4. Contacting us about your Online Account**

When your account is set up and you are logged in, you can contact us by e-mail by choosing the "Contact us" link, which you can access from most pages of the site. If you would prefer you can also email the web support team directly at [info@recycleright.ie](mailto:info@recycleright.ie)

#### **5. Changing Address or Closing Your Recycle Right Account**

If you wish to close your account or change your Address for your account in case you are moving house, you must contact us by sending an email to [info@recycleright.ie](mailto:info@recycleright.ie) or calling 061577577

For further information please see the Privacy Statement, Cookies Policy and our Data Protection Notice.