



CASTLE PARK SCHOOL



USER AGREEMENT

1. General

This User Agreement governs your access and use of the website <http://www.castleparkschool.ie> (the 'Site'). The Site is operated by Castle Park School Limited; a company incorporated under the laws of Ireland under company number 20117 with registered office at Castle Park, Dalkey, County Dublin, Ireland. Our VAT number is IE0067003H ("Castle Park", "we" "our" or "us").

The purpose of these terms is to let you know what we expect from users of the Site, and what activities are not permitted on or in connection with the Site. If there's anything you don't understand in these terms or our [Privacy Statement](#), the [Cookies Policy](#) and/or any other terms or information published or made available through the Site, please contact us using the contact information below.

2. Your acceptance of this User Agreement

By accessing or using the Site (whether or not you are a registered user) you are entering into a binding legal agreement with Castle Park. By accessing and using any of the Site, you are agreeing to this User Agreement, our [Privacy Statement](#), and our [Cookies Policy](#). If you do not accept and agree to this User Agreement you must not access or use the Site.

This User Agreement may be entered by persons who have reached the age of majority or legal age in your jurisdiction and who can form legally binding contracts under applicable law. By agreeing to this User Agreement, you hereby represent and warrant that you have reached the age of majority in your jurisdiction and you otherwise have the legal capacity to enter into, and agree to the terms of, this User Agreement. Please read this User Agreement carefully, as it contains important provisions that exclude and limit our liability to you.

3. Changes to this User Agreement

We reserve the right to make changes to this User Agreement at any time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of the User Agreement will be posted on the Site and you should regularly check for the most recent version, as the most recent version is the one that applies. If you continue to use the Site after the changes become effective you will be deemed to have accepted those changes. If you don't agree to these changes, you must end your relationship with us by ceasing to use the Site. Any amendment, variation or modification to this User Agreement you purport shall not be binding on Castle Park.

4. Access to the Site

As a user of the Site you will be able to access the Site and avail of certain services including the purchase of certain services from us through the Site (the "Service"). Subject to the terms and conditions of this User Agreement, Castle Park hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and use the Site and Service in accordance with this User Agreement, and if you purchase services from us our Terms of Sale will

also apply. Castle Park reserves the right to change, upgrade or discontinue the Site and/or Service or any feature of the Site and/or Service at any time, with or without notice or liability to you.

We reserve the right to withdraw or amend access to the Site and/or Service without notice or liability to you. We will not be liable if for any reason the Site (or any part of it) is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site. By accessing and using the Site, you represent and warrant that (i) your use of the Site does not violate any applicable law or regulation; and (ii) unless otherwise authorised by Castle Park in writing, your use of the Site is for your own personal and non-business purposes only.

The Site contains timetables for swimming lessons, camps and other events. These may contain errors, and any schedules are subject to change. Classes and camps with insufficient enrolment may be cancelled.

You are responsible for making all arrangements necessary for you to have access to the Site, including internet access. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them in full.

You acknowledge that we have no obligation to monitor your (or anyone else's) access to or use of the Site or Service for violations of this User Agreement. However, we reserve the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with this User Agreement and to comply with applicable law or any order or requirement of a court, consent decree, administrative agency or other governmental body. Where permitted by law, we reserve the right to disclose to our legal representatives, any Court and any regulatory and/or law enforcement authority the identity of any user who breaches this User Agreement (or any part thereof).

5. Registered Users

To use some parts of the Site, and to purchase services from us, you may be required to register an account with us by providing certain information about you. You agree to provide us with true and accurate information and to update it as necessary to keep it accurate.

All user accounts are personal agreements between the user and Castle Park and as such are non-transferable. You must not use your account for or in connection with the impersonation of any person. If you provide us with false information, we reserve the right to suspend or terminate your account and your access to the Site and Service.

You are solely responsible for all actions taken using your user account. You must treat your username and password you choose on registration as confidential, and you must not share them with anyone else, other than sharing them with your parent or guardian if you are a minor. If you think that someone else might be using your account, you must let us know immediately using the contact information below. You should also immediately change your password. You must not use anyone else's user account to access the Site. We may terminate your account or block you from accessing the Site if you break these rules and/or the other rules contained in this User Agreement.

6. Use of the Site

By accessing and using the Site you hereby undertake and agree to do so in a legal and ethical manner. You hereby acknowledge and agree that you shall not use the Site to engage in any activity

that is infringing or unlawful or which could or does cause damage or injury to any person or property, or could give rise to any civil or criminal liability under applicable law.

Except as expressly set out in this User Agreement or as permitted by applicable law, you hereby agree and undertake:

- a) not to copy any of the Site except where such copying is incidental to normal use of the Site, or where it is necessary for the purpose of back-up or operational security;
- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any of the Site or content therein;
- c) not to make alterations to, or modifications of, the whole or any part of the Site, or permit the Site or any part of it to be combined with, or become incorporated in, any other programs;
- d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Site or attempt to do any such thing except to the extent that such actions cannot be prohibited by applicable law;
- e) not to provide or otherwise make available the Site in whole or in part (including object and source code), in any form to any person without our prior written consent;
- f) not to use the Site (or any part(s) of it) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this User Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Site (or into the websites linked to the Site) or any operating system;
- g) not to infringe our intellectual property rights or those of any third party in relation to your access and/or use of the Site;
- h) not to collect Site users' information, or otherwise access the Site or our systems, using automated means (e.g. harvesting bots, robots, spiders, or scrapers, etc.) or attempt to decipher any transmissions to or from the servers running the Site;
- i) not to use the Site for commercial purposes without our prior written consent;
- j) not to manipulate any identifiers to disguise the origin of a message;
- k) not to solicit login information or access an account belonging to someone else;
- l) not to facilitate or encourage any violations of this User Agreement (or any part thereof);
- m) not to use the Site in any manner which could damage, disable, overburden, impair or compromise the Site, our systems or security or interfere with other users or any other party's computer systems or hack or gain unauthorised access to the Site or the Castle Park Content (defined below) or data.

7. Use of Our Content

Castle Park and our licensors, retain all right, title and interest in and to the information (in any form including without limitation text, graphical, video and audio), images, icons, applications, designs,

software, scripts, programs, copyright, trade marks, trade names, logos, and other materials and services available on or through the Site, including its *look and feel* (collectively, "**Castle Park Content**"). You should note that Castle Park Content is protected by copyright, trade mark, database rights, *sui generis* rights and other intellectual and industrial property laws (as the case may be), under national laws and international treaties. Your access and/or use of any of the Site does not transfer to you or any other person any ownership or other rights in or to the Site, or its content (including Castle Park Content), unless specified otherwise in this User Agreement.

You may not make alterations, copies, extractions, modifications or additions to the Castle Park Content, or sell, copy, disseminate or licence it, or misuse the Castle Park Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use any of the Castle Park Content, you must contact us in advance and obtain our prior written permission except if otherwise expressly provided in this User Agreement. This is without prejudice to any rights you may have under applicable mandatory laws.

8. Communication at your own risk

We may communicate with you regarding the Service by electronic communications using information you provided during the registration process, or by amending the details in your user account, or where you give us new contact information. You agree that we may communicate with you by means of electronic communications regarding this User Agreement and any other matter relating to your use of the Site. E-mail and other methods of transmitting information over the internet are subject to interference or scrutiny by third parties and should be independently verified. We cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with you.

9. Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING IN WHOLE OR IN PART FROM YOUR USE AND/OR ACCESS TO THE SITE AND THE SERVICE. WE SHALL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOSS, DAMAGE OR DISTRESS CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE SITE OR THE SERVICE OR OTHER INFORMATION OBTAINED THROUGH YOUR (OR ANY OTHER PERSON'S) ACCESS AND/OR USE OF THIS SITE AND/OR SERVICE. THE SITE AND THE SERVICE ARE PROVIDED 'AS-IS' AND ON AN 'AS AVAILABLE' BASIS WITHOUT ANY REPRESENTATION OR ENDORSEMENT OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS OF ANY KIND EXPRESS OR IMPLIED. FOR THE AVOIDANCE OF DOUBT, WE MAKE NO UNDERTAKING, REPRESENTATION OR WARRANTY: (I) IN CONNECTION WITH THE COMPLETENESS OR ACCURACY, RELIABILITY OR TIMELINESS OF ANY OF THE CONTENT MADE AVAILABLE ON OR THROUGH THE SITE (INCLUDING CASTLE PARK CONTENT); AND/OR (II) THAT THE SITE OR THE SERVER(S) IT IS HOSTED ON IS FREE FROM DEFECTS, ERRORS, VIRUSES, BUGS OR OTHER HARMFUL ELEMENTS.

ANY REFERENCE TO OR DESCRIPTION ON THE SITE OF PRODUCTS, SERVICES OR MATERIALS SHALL NOT BE DEEMED AN ENDORSEMENT OF SUCH PRODUCTS, SERVICES OR MATERIALS.

WE MAKE NO WARRANTIES REGARDING POSSIBLE INFRINGEMENT OF ANY NATIONAL OR FOREIGN PATENT, TRADE MARK, TRADE NAME, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS AND YOU SHALL HAVE NO CLAIM AGAINST CASLEPARK OR ITS LICENSORS IN CONNECTION THEREWITH.

THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN LIABILITIES ARE PROHIBITED BY LEGISLATION IN SOME JURISDICTIONS. SUCH LEGISLATIVE LIMITATIONS MAY APPLY TO YOU. ANY EXCLUSION OF WARRANTIES OR LIMITATION OF LIABILITY IN THIS USER AGREEMENT SHALL NOT AFFECT YOUR STATUTORY RIGHTS. THE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, AND INDEMNITY PROVISIONS IN THIS USER AGREEMENT SURVIVE INDEFINITELY AFTER THE TERMINATION OF THIS AGREEMENT.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CASTLE PARK HEREBY EXPRESSLY EXCLUDES ALL LIABILITY, LOSS OR DAMAGE INCURRED BY YOU, OR ANY OTHER PERSON, ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE THE SITE OR THE SERVICE (BY YOU OR ANY OTHER PERSON), WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR ANY OTHER LEGAL THEORY, FOR ANY OF THE FOLLOWING, EVEN IF FORESEEABLE: (I) LOSS OF INCOME OR REVENUE; LOSS OF BUSINESS; LOSS OF PROFITS OR CONTRACTS; LOSS OF DATA AND LOSS OF GOODWILL; AND (II) SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE. NOTHING IN THIS USER AGREEMENT SHALL AFFECT YOUR STATUTORY RIGHTS. NOTHING IN THIS USER AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SITE OR THE SERVICE AT ANY TIME, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SITE AND THE SERVICE. YOU AGREE THAT CASLTE PARK WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION AND/OR TERMINATION OF SITE AND/OR THE SERVICE (OR ANY PART THEREOF). WITHOUT PREJUDICE TO THE PRECEDING RESTRICTION, AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL CASTLE PARK'S TOTAL AGGREGATE LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY CASTLE PARK OR ANY PERSON FOR WHOM CASTLE PARK IS RESPONSIBLE, EXCEED €50.00.

11. Indemnity

YOU AGREE TO, AND DO HEREBY, INDEMNIFY AND SHALL KEEP FULLY AND EFFECTIVELY INDEMNIFIED, DEFEND AND HOLD HARMLESS CASTLE PARK AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, STUDENTS AND SUPPLIERS (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES AND COSTS INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR DEMAND ARISING OUT OF, RELATED TO OR CONNECTED WITH YOUR USE OF THE SITE AND/OR THE SERVICE, BEING A REGISTERED USER, SOMEONE POSING AS YOU, OR YOUR BREACH OF THIS USER AGREEMENT AND/OR ANY OF THE

OTHER TERMS AND POLICIES PUBLISHED ON THE SITE FROM TIME TO TIME. YOU HEREBY UNDERTAKE AND AGREE TO PROMPTLY ASSIST AND COOPERATE AS FULLY AS REASONABLY REQUIRED BY ANY OF THE INDEMNIFIED PARTIES IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND.

12. Payment Portal

If you wish to purchase services through the Site you will be directed to a payments portal provided on our behalf by Feepay Limited, under the name Easy Payments Plus (“**Payment Portal**”). In order to purchase services from Castle Park through the Site you will need to create a user account on the Payment Portal. That user account is held by Feepay Limited and your use of the Payment Portal will be subject to Feepay Limited’s ‘Terms and Conditions’ and ‘Security Policy’. However, any purchase of Castle Park services through the Payment Portal will be subject to Castle Park’s [Terms of Sale](#), and you will be required to agree and accept the Castle Park Terms of Sale before completing your purchase in the Payment Portal.

13. Links to Third Party Websites

The Site may contain links to third party websites (in addition to the Payment Portal), but this does not mean that we endorse or authorise those websites, nor does it mean that we are affiliated with the third party website’s owners or sponsors. Castle Park is not responsible for the contents or availability of any website of services that is not owned or directly controlled by Castle Park and does not endorse and is not responsible in any way for any content, advertising, products, services or other materials made available on or through third party websites. Your access and use of third party websites is subject to the terms and conditions of use and other policies contained within each of those websites. We may terminate a link to a third party website at any time without notice and without liability to you.

14. Consequences of Breaching this User Agreement

Any failure to comply with any of this User Agreement or any misrepresentation of any information furnished to Castle Park by you or anyone acting on your behalf may result in the immediate suspension or termination of your user account and access to the Site and the Service without notice or liability to you. This is without prejudice to any other rights or remedies we have under this User Agreement or under applicable law.

15. Force Majeure

Castle Park shall not be responsible for delays and failures in performance where performance is commercially impractical due to circumstances beyond its reasonable control including but not limited to, acts of God, strikes, labour difficulties, riot, fire, death or curtailment of the parties’ usual source of supply, or governmental decrees and orders.

16. General Provisions

This User Agreement operates to the fullest extent permissible by applicable law. If any provision (or part thereof) of this User Agreement is unlawful, void or unenforceable, that provision (or part thereof) is deemed severable from the User Agreement and does not affect the validity and enforceability of any remaining provisions (or part thereof).

Nothing in the User Agreement shall be construed to create a partnership or agency relationship between you and us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

You may not assign or otherwise transfer any of your rights or obligations under the User Agreement without the prior written consent of Castle Park, and any attempted assignment or transfer without such consent will be void. Castle Park may assign, sub-contract or novate any of its rights and/or obligations under this User Agreement and you agree to promptly execute any and all documents necessary or desirable for that purpose.

If Castle Park fails to insist that you perform any of your obligations under the User Agreement, 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 do 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.

The User Agreement and the documents incorporated by reference constitute the entire agreement between you and Castle Park with respect to your access and use of the Site and the Service.

Ireland is the place of performance in respect of this Site and the Service. The User Agreement and any dispute or claim arising out of or in connection with it are, or their subject matter or formation (including non-contractual disputes or claims), are governed by and construed in accordance with the laws of Ireland, and you agree that the courts of Ireland have exclusive jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with the User Agreement. However, this does not prevent us from instituting proceedings outside of Ireland.

17. Contacting Us

If you have any questions or requests regarding this User Agreement please contact us using the following information:

Web: www.castleparkschool.ie

Email: swim@castleparkschool.ie

Phone Swim Academy: 01 271 2936

Mailing Address: Castle Park Swim Academy, Castle Park Road, Dalkey, Co Dublin

This User Agreement was last amended: 22nd March 2017