

Terms and Conditions

This website is owned by Dermot Casey ("I", "my", or "me").

When you visit this website, or when I provide my services to you, you agree to be bound by the following terms and conditions.

1. Definitions

'Content' means the text, images and photographs that are encountered as part of your experience visiting this website, any other webpages that I control, including my social media pages, and any other electronic publication that I make available, including newsletters.

'Intellectual Property' means intellectual property owned by me, of every sort, including Content, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.

2. Use of Intellectual Property

You agree that at all times you will:

1.1 not do anything which does or might reduce the value of my Intellectual Property or challenge my ownership of it; and

1.2 notify me of any suspected infringement of my Intellectual Property;

and without my express permission you agree:

1.3 so far as concerns Content made accessible by me to you, copy or make any change to it or any part of it; or use it in any way in which it is not intended to be used; and

1.4 not to use my Intellectual Property except directly in my interest.

3. Disclaimers and limitation of liability

3.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.

- 3.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 3.3. You are advised that Content may include technical inaccuracies or typographical errors. I would be grateful if you bring any that you find to my immediate attention.
- 3.4. Content may contain links to others over which I have neither power nor control. You acknowledge and agree that I shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website nor from your buying services or goods from such a website.
- 3.5. This website is provided 'as is'. I make no representation or warranty that it will be: useful to you; of satisfactory quality; fit for a particular purpose; or available or accessible, without interruption, or without error.
- 3.6. I disclaim any obligation or liability to you arising directly or indirectly from any Content.
- 3.7. I shall not be liable to you for any loss or expense that is an indirect or consequential loss; or an economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or I knew you might incur it.

4. Miscellaneous matters

- 4.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 4.2. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

- 4.3. The validity, construction and performance of this agreement shall be governed by the laws of Ireland and you agree that any dispute arising from it shall be litigated only in that country.