

# Terms of Use

## 1. Introduction

1.1 By accessing or using the [www.bnmrecycling.ie](http://www.bnmrecycling.ie) website (the “site”), you acknowledge and agree to the disclaimers and terms and conditions (“Terms”) set forth below.

1.2 These Terms apply to your use of the site which is operated and owned by Bord na Móna Recycling Limited an Irish company located at Bord na Móna, Main Street, Newbridge, Co. Kildare, Ireland (“Bord na Móna Recycling”, “we”, and/or “us”).

1.3 Please ensure that you (referred to as the “user”, “you” or “your” within these Terms) read these Terms with care. If you do not agree to these Terms, you should not use the site.

1.4 We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms at any time. You should check these Terms periodically for changes as by using the site after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them. By using the site, you agree to be legally bound by these terms and conditions just as if you had signed this agreement.

1.5 These Terms may be supplemented by additional terms and conditions pertaining to specific content and activities. You agree and understand that such additional terms and conditions are hereby incorporated by reference to these Terms.

1.6 You are responsible for making all arrangements necessary for you to have access to the site. 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. The end of this web page states when the last changes were made to these Terms.

## 2. Acceptable use of this site

2.1 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of this site. In general, Bord na Móna Recycling will not tolerate any use of the site which damages or is likely to damage our reputation, the availability or integrity of the site or which causes us or threatens to cause us to incur any legal, tax, regulatory or

other liability. We therefore request you to treat our site with respect, and not to use the site for any illegal purpose, or in such a way as to infringe or breach others' rights or to cause us damage. We also ask you to comply with any relevant notices, policies and terms imposed by third parties whose website, products, or services you access through the site.

2.2 We reserve the right to suspend the use of the site generally or block your access to any part of the site and/or to suspend or terminate your rights to use the site or any part of it if we suspect misuse. We shall then report any misuse of the site to the relevant enforcement or other authorities and to our legal advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse of this site.

2.3 If any material on this site, or your use of this site, is contrary to the laws of the jurisdiction in which you are located then this site is not intended for your use and we ask that you do not use this site. You are responsible for compliance with the laws of the jurisdiction in which you are located.

### 3. Intellectual property

3.1 All materials incorporated in or accessible through the site, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the look and feel of the site), are protected by Irish and/or international copyright laws, and are owned, controlled or licensed by Bord na Móna Recycling, or by the original creators of such materials or their permitted licensors. All such rights are reserved. Such materials may be used only for viewing the site in the ordinary course or as a resource for purchasing the products and/or services offered through the site. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited. All trademarks on this site, such as Bord na Móna Recycling, may not be used without our prior written permission.

3.2 All material contained in and published on the site by Bord na Móna Recycling is intended for the non-commercial use of the user. Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right

to access and use the site and the material displayed thereon. However, no right, title, or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials. You may print off one copy, and may download extracts, of any page(s) from the site for your personal reference and you may draw the attention of others to material posted on the site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on the site must always be acknowledged. You must not use any part of the materials on the site for commercial purposes without obtaining a license to do so from Bord na Móna Recycling or our licensors. If you print off, copy, or download any part of the site in breach of these terms of use, your right to use the site will cease immediately.

## 4. Disclaimers of warranties

4.1 Bord na Móna Recycling aims for all information we provide on this site about products and services to be correct and complete at the time of the last update to the relevant page but we do not warrant it will be correct, accurate, up-to-date and/or complete.

4.2 Use of this site is free and we take steps to ensure it is available to all permitted users, including disabled users. We do not warrant that the site will be continuously available, or that your use of the site will be uninterrupted or error-free, or that the site and server will be free from attack.

4.3 This site is provided by Bord na Móna Recycling on an “as is” basis. To the fullest extent permitted by applicable law, Bord na Móna Recycling disclaims all warranties, express or implied. Neither Bord na Móna Recycling, nor any of our respective licensors, licensees, service providers or suppliers warrant that the site or any function contained in the site will be uninterrupted or error-free, that defects will be corrected, or that the site or the servers that make the site available are free from viruses or other harmful components. Bord na Móna Recycling does not warrant or make any representations regarding the use or the results of the use of the materials incorporated in the site or any third-party site accessed through the site in terms of their correctness, accuracy, timeliness, reliability, or otherwise and you will be solely responsible for any damage to your

computer system or loss of data that results from the download of any such product, offering, content or material.

4.4 Further, please note that no advice or information obtained by you from our personnel or through this site shall create any warranty not expressly provided for in these Terms.

4.5 These disclaimers apply to the fullest extent permitted by law.

## 5. Advertising

Part of the site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site complies with international and national law. Bord na Móna Recycling will not be responsible for any error or inaccuracy in advertising materials.

## 6. Limitation of liability

6.1 You expressly understand and agree that (to the fullest extent permitted by law) Bord na Móna Recycling shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever (whether direct or indirect), including but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from: (a) the use or the inability to use the site; (b) the use of any content or other material on the site or any website or websites linked to the site; (c) unauthorised access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the site; or (e) any other matter relating to the site.

6.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

6.3 If you are dissatisfied with any portion of the site, or with any of these Terms, your sole and exclusive remedy is the discontinuation of your use of this site.

## 7. Reliance on information

7.1 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed.

7.2 The accuracy of the information on the site is not guaranteed and is subject to change and therefore Bord na Móna Recycling cannot accept responsibility for any loss, damage or expense incurred upon using the information provided.

7.3 We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## 8. Your obligations

8.1 You agree not to use the site or cause or permit the site to be used:

(a) to jeopardise or prejudice the operation, quality or integrity of the site, or the operation, quality, or integrity of any telecommunications network.

(b) to harvest or otherwise collect information about others, including e-mail addresses, without their consent.

(c) for any commercial purpose including any direct marketing, surveys, contests or pyramid schemes, nor to use the site to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;

(d) to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other harmful or detrimental programs.

(e) to attack the site via a denial-of-service attack; or

(f) contrary to the terms and conditions of any Internet Service Provider you may use.

## 9. Links

9.1 The site contains links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Bord na Móna Recycling of the content on such third-party websites. Bord na Móna

Recycling is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third-party sites.

9.2 Bord na Móna Recycling generally welcomes the hyper-linking to the site from other appropriate websites provided such links are to the site's homepage (and no deeper within the site) and provided we give our consent to the establishment of such links. Notwithstanding the foregoing, we reserve the absolute right to refuse to consent to such links without giving reasons. Other than to the site's homepage, Bord na Móna Recycling's written permission is required for links to pages within the site. Any links to the site from another website must be presented in such a manner that the viewing of the site is not impaired by framing or similar techniques that may impair the visitor's user experience.

## 10. Privacy

10.1 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Statement. You should review our Privacy Statement, which is incorporated into these Terms by this reference.

10.2 In accessing this site, the User accepts that electronic mail passing over the Internet may not be free from interference by third parties. In consequence, Bord na Móna Recycling cannot guarantee the privacy or confidentiality of any information relating to the User passing over the internet. The User shall be responsible for your communications to this site, including its lawfulness, truthfulness, and accuracy.

## 11. Additional terms

11.1 These Terms (including the Privacy Statement) constitute the entire agreement between Bord na Móna Recycling and you with respect to your access to and use of the site and any third-party site accessed through the site.

11.2 If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from

these Terms and shall not affect the validity and enforceability of any remaining provisions.

11.3 Our failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of those or any other rights or remedies.

11.4 By accessing or using the [www.bnmrecycling.ie](http://www.bnmrecycling.ie) website (the “site”), you consent to the use of cookies in accordance with our [cookie policy](#).

## 12. Governing law

The site has been created and is controlled by Bord na Móna Recycling in Ireland. These Terms will be governed by, and construed and enforced in accordance with, the laws of Ireland. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Ireland. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

## 13. Contacting us

If for any reason you wish to contact us, we can be reached at:

Bord na Móna Recycling

Main St

Newbridge

Co Kildare

by email on [info@bnmrecycling.ie](mailto:info@bnmrecycling.ie)  
or via telephone on 045 580060.

Thank you for visiting the site.