

Terms & Conditions

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 the National Transport Authority World Wide Web Site at www.nationaltransport.ie (the Site). If you do not accept these TERMS AND CONDITIONS OF USE, please do not use this Site.

1. SITE OWNERSHIP

This Site is owned and operated by the National Transport Authority (referred to as National Transport Authority, NTA, we,us or our), which expression also includes, where the context requires, our third party suppliers and any other party involved with the provision or maintenance of this Site.

The National Transport Authority is a statutory body, established on December 1. 2009.

2. SITE OPERATION

This Site is controlled and operated by the National Transport Authority from our office in Dublin, Ireland. The content appearing on the pages of this Site (referred to as information or materials) is provided in accordance with and subject to the laws of Ireland. 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.

The National Transport Authority reserves the right to suspend or terminate your access and use of this Site at any time, which right it may exercise with or without notice. If given, notice will be sent to your e-mail address as notified to the National Transport Authority and will be deemed served two (2) hours after transmission by us.

3. SITE INFORMATION, PURPOSE AND UPDATES

This Site is operated for the purpose of providing general information about the National Transport Authority and its operations. The information contained in this Site is not intended to address your particular requirements, or to constitute an offer, promotion, or solicitation to Users to buy or sell any products or services of the National Transport Authority. Products and services are sold only in compliance with the laws of the particular jurisdictions in which they are sold.

This Site, the information provided on the pages of this Site and these TERMS AND CONDITIONS OF USE are subject to change and update by the National Transport Authority from time to time without notification. You should periodically review the then current TERMS AND CONDITIONS OF USE As the updated version will apply to all of your subsequent uses of this site.

4. DISCLAIMER

THOUGH THE NATIONAL TRANSPORT AUTHORITY HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY, CURRENCY, AVAILABILITY, SECURITY, CORRECTNESS AND COMPLETENESS OF THE INFORMATION CONTAINED ON THIS SITE, THE INFORMATION IS PROVIDED ON AN AS IS, WITH ALL FAULTS AND AS AVAILABLE BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE NATIONAL TRANSPORT AUTHORITY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS OF EVERY KIND (EXCEPTING DUTIES OF GOOD FAITH), WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THE NATIONAL TRANSPORT AUTHORITY SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING AS A RESULT OF YOUR USE OF OR RELIANCE ON THIS INFORMATION, WHETHER AUTHORISED OR NOT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF THE NATIONAL TRANSPORT AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE NATIONAL TRANSPORT AUTHORITY LIABILITY IN RESPECT OF DIRECT LOSS OR DAMAGE, HOWSOEVER ARISING, AS A RESULT OF YOUR USE OF OR RELIANCE ON THIS INFORMATION, WHETHER AUTHORISED OR NOT, SHALL BE LIMITED TO THE NATIONAL TRANSPORT AUTHORITY CORRECTION OR REPLACEMENT OF THE INFORMATION.

IF YOU DOWNLOAD ANY MATERIAL FROM THIS SITE YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM RESULTING FROM SUCH DOWNLOAD.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR DEATH OR PERSONAL INJURY, ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE STATUTORY RIGHTS OF USERS DEALING WITH THE NATIONAL TRANSPORT AUTHORITY AS CONSUMERS SHALL REMAIN UNAFFECTED BY THESE TERMS AND CONDITIONS OF USE.

5. LINKS TO OTHER SITES

Certain links on this Site lead to world wide web sites maintained by the National Transport Authority and third parties. These links are provided as a convenience to you. We have not reviewed all of the information on such sites and are not responsible for the availability or content of any other sites (or sites linked to such sites) or any products or services that may be offered through any other sites. Third party sites may contain information with which the National Transport Authority does or does not agree and links to such sites should not be taken as an

endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites.

You may not frame or link to this Site without the prior written approval of the National Transport Authority.

6. ELECTRONIC MAIL, SECURITY AND PRIVACY

The National Transport Authority has taken commercially reasonable steps to ensure the security of your communications with this Site, details of which are set out in the National Transport Authority privacy and security statement, available upon request. The privacy and security statement does not apply to third party sites.

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, the National Transport Authority 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. In particular, but without limitation, you should not post to this Site any unlawful, threatening, defamatory or obscene material or any material that could give rise to a criminal offence and/or civil liability in any relevant jurisdiction. It is entirely at your discretion to send any information to the National Transport Authority, including responses to public consultations, or applications for employment positions, which may be posted on this Site.

While the National Transport Authority is bound by applicable data protection legislation, information which is not personal may be used by the National Transport Authority as we may deem appropriate in order to improve our operations. Our privacy and security statement is available upon request.

7. ADVERTISING

Part of the Site or other Sites operating under the aegis of the National Transport Authority may in the future 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. The National Transport Authority will not be responsible for any error or inaccuracy in advertising materials.

8. COPYRIGHT NOTICE AND LICENCE

The information contained in this Site, including but not limited to the content, selection and layout of text, images, graphics, animation, videos, music, sounds and other materials, are the property of the National Transport Authority or its licensors and are protected by national and international copyright, trademark and other laws. You may browse through this Site and print or download copies of materials to a single computer for non-commercial use within your home [or work] environment, provided any copies, whether mechanical or electronic, retain all copyright and other proprietary notices and disclaimers. No permission is granted to make any changes

to the information on this Site and all rights not expressly granted by us in these TERMS AND CONDITIONS OF USE are reserved.

The limited licence to copy materials on this Site set out above does not permit incorporation of the material or any part of it in any other work or publication, whether in hard copy, electronic, or any other form. In particular, but without limitation, no materials on this Site may be copied or distributed for any commercial purposes. No materials on this Site may be reproduced or transmitted on or to, or stored in, any other web site or other form of electronic retrieval system.

9. TRADEMARK NOTICE

All product names, model names, slogans, logos and emblems, referred to in this Site, whether or not appearing in large print or with the TM or trademark symbol, (the Marks) are trademarks, service marks, or trade names of the National Transport Authority, or its partners, as appropriate. All rights in the Marks are reserved and no licence or right to use is granted to Users. In addition, the use or misuse of Marks is expressly prohibited.

10. GOVERNING LAW

This Site has been designed to comply with the laws of Ireland. Use of this Site is subject to the laws of Ireland (excluding Northern Ireland) which shall exclusively govern the interpretation, application and effect of these TERMS AND CONDITIONS OF USE. The courts of Ireland shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with this Site and its use.

If any provision of these TERMS AND CONDITIONS OF USE shall be held unlawful, void or unenforceable for any reason then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

11. ENTIRE AGREEMENT

These TERMS AND CONDITIONS OF USE contain the entire agreement between the parties relating to your use of this Site.