



Terms & Conditions

By Using Our Site, You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure you understand them before using Our Site. These Terms and Conditions, together with any other documents referred to herein (unless otherwise stated), set out the terms of use governing your use of this website, <https://www.migrant-advocacy.ie> ("Our Site"). You should print a copy of these Terms and Conditions for your future reference. These Terms and Conditions were last updated on 06 August 2024.

Your use of Our Site indicates your agreement to comply with these Terms and Conditions. If you disagree with these Terms and Conditions, you must stop using Our Site immediately.

Our Privacy Policy is available at <https://www.migrant-advocacy.ie/privacy-policy>.

This is also referred to below in Parts 3 and 14.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contact Tools"	means any online communications facility that We make available on Our Site enables you to contact Us, including, but not limited to, contact forms and chat and messenger;
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means any text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on,
“Content” or forms part of, Our Site; and

“We/Us/Our” means MIGRANT ADVOCACY SERVICE

2. Information About Us

2.1 Our Site is operated by MIGRANT ADVOCACY SERVICE. Our registered address is The Mill Enterprise Centre, Newtown Link Road, Newtownstalaban, Drogheda, County Louth, Ireland.

3. How to Contact Us and Your Use of Our Contact Tools

3.1 To contact Us by email, please email Us at info@migratnt-advocacy.ie Service. ie or to contact Us by telephone, please call Us on 085 136 95 61.

3.2 We provide the following Contact Tools for you to contact Us:

- Contact forms on the website, live chats.

3.3 When using Our Contact Tools or contacting Us by any other means, the following rules apply and you must not communicate, submit, or otherwise do anything that:

- a) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- b) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- c) promotes violence;
- d) promotes, encourages, incites, or supports acts of terrorism;
- e) promotes or assists in any form of unlawful activity;
- f) is defamatory of another person;
- g) bullies, insults, intimidates, or humiliates another person;
- h) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
- i) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- j) is calculated or otherwise likely to deceive;
- k) is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy or otherwise uses their personal information in a way that you do not have a right to;

- l)** misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- m)** implies any form of affiliation with Us or any other party where there is none;
- n)** infringes or assists in the infringement of the intellectual property rights (including, but not limited to, copyright, designs, patents, trademarks, and database rights) belonging to Us or any other party;
- o)** is in breach of any legal duty owed to another party, including, but not limited to, contractual duties and duties of confidence.

3.4 We may monitor any and all communications made using Our Contact Tools.

3.5 Any personal information sent to Us, whether via Our Contact Tools or otherwise (including, but not limited to, your name and contact details), will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Policy.

4. Access to Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make the arrangements necessary to access Our Site.

4.3 Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or its access will be uninterrupted.

5. Changes to Our Site

We may alter and update Our Site (or any part of it) anytime.

6. Changes to these Terms and Conditions

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions.

Consequently, any changes to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.

6.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. How You May Use Our Site and Content (Intellectual Property Rights)

7.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us unless specifically labelled otherwise. All Content is protected by applicable Irish and international intellectual property laws and treaties.

7.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app), and you may download Our Site (or any part of it) for caching (this usually occurs automatically).

7.3 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a license from Us (or Our licensors, as appropriate) to do so. This does not prohibit the regular access, viewing and use of Our Site for general information purposes, whether by business users or consumers.

7.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as applicable) must always be acknowledged.

8. Links to Our Site

8.1 You may not link to any page other than the homepage of Our Site; linking to other pages requires Our express written permission.

8.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

8.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

8.4 Your link should not use any logos or trademarks displayed on Our Site without Our express written permission.

8.5 You must not frame or embed Our Site on another website without Our express written permission.

8.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that we deem to be otherwise objectionable.

9. Links to Other Sites

9.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

9.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or its owners, operators, or any other parties involved with it.

10. Disclaimers

10.1 To the extent permitted by law, We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

10.2 If you are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.

10.3 There may be minor differences between the services described on Our Site and the actual services that will be provided to you. The exact nature of Our services may vary depending on your requirements and circumstances.

10.4 There may be differences between services described on Our Site and the actual services where changes have been recently made to comply with changes in applicable laws and regulatory requirements. Such changes would not affect your use of the services.

11. Our Liability

11.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

11.2 If you are a business user (i.e. you are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

11.3 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or any indirect or consequential loss or damage.

11.4 Our Site is intended for non-commercial use only. If you are a consumer, you agree that you will not use Our Site for any commercial or business purposes and that We shall have no liability for any business losses as set out above.

12. Viruses, Malware, and Security

12.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee this is the case.

12.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

12.3 You must not deliberately introduce viruses, malware, or any other material that is malicious or technologically harmful to or via Our Site.

12.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

12.5 You must not attack Our Site using a denial of service attack, a distributed denial of service attack, or any other means.

12.6 By breaching the provisions of Parts 12.3 to 12.5, you may commit an offence under the Criminal Justice (Offences Relating to Information Systems) Act 2017 of Ireland. Any such breaches will be reported to the relevant law enforcement authorities, and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in case of such a breach.

13. Acceptable Usage of Our Site

13.1 You may only lawfully use Our Site:

- a) You must ensure that you comply fully with any local, national, or international laws and regulations that apply;
- b) You must not use Our site in any way or for any purpose that is unlawful or fraudulent; and
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

13.2 If you fail to comply with the provisions of this Part 13, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- a) Suspend or terminate your right to use Our Site;

- b) Issue you with a written warning;
- c) Take legal proceedings against you for reimbursement of any relevant costs on an indemnity basis resulting from your breach;
- d) Take further legal action against you, as appropriate;
- e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- f) Any other actions We deem reasonably appropriate (and lawful).

13.3 We hereby exclude all liability arising from any actions that We may take (including, but not limited to, those set out above in Part 13.2) in response to your breach.

14. How We Use Your Personal Information

We will only use your personal information as set out in Our Privacy Policy, available from <https://www.migrant-advocacy.ie/privacy-policy>.

15. Privacy and Cookies

15.1 Our website uses cookies. Information about how we use cookies is available in our privacy policy here <https://www.migrant-advocacy.ie/privacy-policy>

15.2 By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

15.3 We may collect, store and use the following kinds of information:

- information about your computer and your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
- information that you provide to us when registering with our website (including your email address);
- information that you provide when entering your data on our website (including your name, email address, phone number, and details of your query);
- information that you provide to us to subscribe to our email notifications and newsletters (including our name and email address);
- information that you provide to us when using the services on our website or that is generated in the course of the use of those services
- information relating to any purchases you make of our services or any other transactions that you enter into through our website (including your name, address, telephone number, and email address);

- information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication);
- any other personal information that you choose to send to us; and
- any other personal information provided.

15.4 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

16. Communications from Us

16.1 If we have your contact details, we may send you important notices by email occasionally. Such notices may relate to matters including, but not limited to, service changes, changes to Our Site or these Terms and Conditions.

16.2 We will not send you marketing emails without your express consent. If you consent to marketing, you may opt out at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take up to 5 business days for your request to take effect and you may continue to receive emails during that time.

16.3 For questions or complaints about communications from Us, please get in touch with Us at info@migrant-advocacy.ie

17. Law and Jurisdiction

17.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with Irish law.

17.2 If you are a consumer, you will benefit from any mandatory law provisions in your country of residence. Nothing in Part 17.1 removes or reduces your legal rights as a consumer.

17.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Ireland.

17.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Ireland.

