

Terms & Conditions

Last updated: 04/11/2020

1 INTRODUCTION

- 1.1 Welcome to Coláiste UISCE. The following terms govern your use of the Coláiste UISCE website and any booking you make for one of our courses through any channel (“**Terms**”). In these Terms “**you**” or “**your**” refers to the website user and/or parent or legal guardian booking the course on a student’s behalf. “**We**”, “**us**” or “**our**” refers to Eachtraí UISCE Teo T/A Coláiste UISCE, a company incorporated in Ireland with company number 395009 and a registered address at Cuan Eili, Co. Mhaigh Eo.
- 1.2 In these Terms:
 - 1.2.1 Part A deals with your use of the website and account creation.
 - 1.2.2 Part B deals with your booking of courses with us and the rules that apply to each student attending any of our courses. Please pay particular attention to **clauses 8 and 12**.
 - 1.2.3 Part C deals with general terms that apply to your use of the website and any course booking. Please pay particular attention to **clause 15**.
- 1.3 You should familiarise yourself with these Terms as they form the basis of our legal relationship with you and they affect your rights and liabilities under law.
- 1.4 By using the website, you confirm that you have read, understand and accept Part A and Part C.
- 1.5 By booking a course with us, you confirm that you have read, understand and accept Part B and Part C.

PART A: Website Terms of Use

2 CREATING AN ACCOUNT

- 2.1 You need to register a user account to access or use certain features of the website such as managing your bookings.
- 2.2 Where you complete an online booking without first creating an account, an account will be automatically created for you and the temporary login details will be emailed to you. You should change your password to ensure your account is kept safe and secure.
- 2.3 To register an account with us you must be at least 18 years old.
- 2.4 Any personal information you provide must be accurate and up-to-date and you must keep such information up-to-date.
- 2.5 You are solely responsible for all activity on your account or anything that happens using your user ID or password.

3 SECURITY

- 3.1 By using the website, you acknowledge that the transmission of data over the internet can never be completely secure and you accept the risk that others may be able to read or intercept any of your content or other information, text, media, graphics you submit or send to or through the website. This includes transmissions that are identified as secure or encrypted.

4 THIRD PARTY LINKS

- 4.1 Certain information, products and services available through our website may include materials from third parties. The website may also contain links to third party websites that are not affiliated with us. These links are provided for your convenience only and do not amount to an endorsement of any information or materials contained on those sites. We are not responsible for examining or evaluating and have no control over the information, products, services or materials on or available from third party websites, or their availability or accuracy. We do not warrant and will not have any liability or responsibility for any third party materials or websites, or for any other materials, products, or services of third parties. You access these at your own risk.

5 ACCEPTABLE USE

- 5.1 We permit you to use our website only for your personal, non-commercial use and primarily for accessing information about Coláiste UISCE.
- 5.2 You must not (and you must not to allow anyone to) access or use the website, or any of our content for any of the following purposes:
- 5.2.1 for any purpose that is unlawful under any applicable law;
 - 5.2.2 for any unlawful, fraudulent or malicious purpose or effect;
 - 5.2.3 to distribute viruses or malware or other similar harmful software code;
 - 5.2.4 for purposes of promoting unsolicited advertising or sending spam;
 - 5.2.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 5.2.6 in any manner that disrupts the operation of our website or business or the website or business of any other entity;
 - 5.2.7 in any manner that harms minors;
 - 5.2.8 to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; or
 - 5.2.9 to submit false or misleading information;
 - 5.2.10 to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
 - 5.2.11 to attempt to circumvent password or user authentication method.

5.3 We may prevent or suspend your access to the website if you do not comply with Part A and Part C of these Terms or any applicable law.

6 INTELLECTUAL PROPERTY

6.1 We, and our licensors, own all intellectual property rights in the website and you agree that you will not do anything to infringe or affect those rights.

PART B: Terms for the provision of Courses

7 BOOKING COURSES

7.1 Bookings can be made online at www.bookings.uisce.ie.

7.2 Any student attending our courses must be studying Irish as part of their secondary education or otherwise meet our language proficiency requirements.

7.3 A deposit of €250 is required to secure your booking for a course. A booking is confirmed once we receive the required deposit and you have received a booking confirmation email with a course reference number.

7.4 The balance must be paid at least 2 months before the course start date. If the balance is not received in this time, your booking is automatically cancelled and your agreement with us is terminated.

7.5 Payment of the balance due can be made online through your account, by way of electronic funds transfer (using the narrative provided in your booking confirmation email), or by telephone by calling our Administration team using the details below.

7.6 Once you become a registered user of uisce.ie, you will be able to login to your account to see the status of your booking at any time. Please check the details of your booking carefully. If any details are incorrect or change, please contact our Administration team using the details below.

7.7 If a student has any specific needs such as a disability, restriction of movement, or medical or learning needs, you must tell us about this in advance so we can make any reasonable adjustments necessary for the student to attend the course. You must tell us if a student should not participate in any or certain water sports or other activities so we can make alternative arrangements for the student during the time scheduled for these activities.

7.8 We may end the agreement at any time by notifying you by post or email if you do not:

7.8.1 pay us any amount due to us on time, and then within 10 days of us telling you that the payment is overdue; or

7.8.2 give us, within a reasonable time of being asked, any of the information we need to deliver the course. This does not affect the specific requirements in clause 8 below.

8 COVID-19 REQUIREMENTS

8.1 The Covid-19 Declaration and, where applicable, GP Assessment Forms sent to you must be returned no earlier than 5 days and no later than 3 days prior to the course start date.

8.2 Forms returned later than 3 days before the course start date will not be accepted and the student will not be permitted to attend the course.

8.3 We reserve the right to deny registration of applicants:

8.3.1 suffering from serious illness or underlying health conditions associated with COVID-19; or

8.3.2 from locations subject to government restrictions, guidelines or recommendations or publicly announced as experiencing relatively high levels of infection rates.

This is in the best interest and safety of the student concerned and all other students attending our courses.

8.4 Any of our courses and/or activities may be cancelled, limited or subject to number restrictions based on public health advice.

8.5 The arrangements for the course are given in good faith at the time of advertisement, but we reserve the right to provide comparable alternative arrangements if required for health & safety reasons or to comply with government guidelines, recommendations or law.

8.6 If we make a major change to the course numbers, structure, contents or duration due to health and safety considerations or to comply with government guidelines, recommendations or law we will inform you as soon as reasonably possible.

8.7 Students must comply with all COVID-related policies and restrictions implemented by us when attending courses. If a student fails to comply with these policies and restrictions, we reserve the right to withdraw the student from the course without any refund of monies paid.

9 DISCOUNT VOUCHERS

9.1 Only discount vouchers valid for the current year will be accepted. Only one voucher is accepted per application form.

9.2 All vouchers must be submitted with the application form and deposit at the time of booking. The value of the voucher will then be deducted from the balance due.

9.3 There is a €100 family discount for immediate members of a family booked to attend Coláiste UISCE either under the same booking or, where you bring this to the attention of Coláiste UISCE, within the same calendar year. When the family discount is availed of no other discount vouchers will be accepted. The family discount will be deducted from the balance due.

10 SCHOLARSHIPS AND PART SCHOLARSHIPS

10.1 Scholarships and Part Scholarships are only valid for the duration stated on the voucher and are only redeemable for the stated year's courses.

10.2 Scholarships and Part Scholarships may not be used in conjunction with any special offer or discount on offer at the time of booking.

10.3 Scholarship and Part Scholarship vouchers must be submitted with the application form and deposit at the time of booking. The value of the Scholarship or Part Scholarship voucher will be deducted from the balance due for the course.

11 WHAT IS AND IS NOT INCLUDED

11.1 The course fee includes:

- 11.1.1 accommodation (full-board);
- 11.1.2 Irish classes;
- 11.1.3 water, land and evening activities; and
- 11.1.4 24 hour supervision of students.

11.2 The course fees exclude:

- 11.2.1 transfers to/from Coláiste UISCE;
- 11.2.2 private laundry requirements; and
- 11.2.3 any tours during the course.

11.3 All water activities (sailing, windsurfing, surfing and canoeing) are weather permitting.

12 CHANGING OR CANCELLING YOUR BOOKING

12.1 All requests for cancellation must be in writing and sent to our email or postal address in the "Contact Us" section below. On cancellation, your agreement with us under these Terms will end.

12.2 The cancellation will be effective from the date that is 2 days after the date of the notice (if sent by post) or the date of a delivery receipt email from the correct email address (if sent by email).

12.3 A €5 charge will apply to all bounced cheques.

12.4 A full refund will be issued if you cancel up to 60 days prior to the course start date, less an administration fee of €50.

12.5 You will forfeit your deposit if you cancel a course between 60 and 30 days before the course start date.

12.6 You are responsible for paying us the FULL FEE if you cancel a course less than 30 days prior to the course start date.

12.7 Course bookings can be transferred to another time up to 30 days prior to the course start date, subject to availability.

12.8 If you must cancel a booking due to COVID-related illness or injury, you may transfer the course booking to another time, subject to availability and production of an appropriate medical certificate.

12.9 We always endeavour to complete scheduled courses but we may have to cancel for unforeseeable or operational reasons or to comply with government guidelines, recommendations or law. If we cancel your course, you will be entitled to a full refund or an alternative course (capacity permitting).

12.10 Where we have to reduce student numbers in line with government guidelines, recommendations or law, our policy is to provide places to students in order of the time that completed applications (including deposits) were received by us.

- 12.11 We reserve the right to cancel any courses due to a lack of demand but we will give you a full refund if we have to do this.

13 ACCOMMODATION POLICY

- 13.1 Accommodation is granted on a first come first served basis. Personal requests for accommodation sharing are subject to availability and cannot be guaranteed. A maximum of one friend can be listed and both application forms must correspond.

- 13.2 We are required to share:

13.2.1 student name, address and date of birth with Roinn na Meán, Turasoireachta, Ealaine, Cultuir, Spóirt agus na Gaeltachta as proof of their attendance of the course. Information about their data protection practices can be found at: <https://www.chg.gov.ie/help/legal-notice/data-protection/>;

13.2.2 student name and email address with the relevant sporting body (such as the Irish Sailing Association) for students who complete and wish to obtain an accredited certificate in relation to certain sports provided.

14 STUDENT OBLIGATIONS

- 14.1 As part of the booking process, you must accept our Code of Conduct and confirm that you have explained the contents of this Code to the student. We reserve the right to make updates to this Code of Conduct from time to time and we may require that a student signs an updated version of the Code of Conduct before attending a course if reasonably required.

- 14.2 Each student must always comply with the most up-to-date Code of Conduct and our other rules and policies available on our website or as notified to you or students from time to time. These rules and policies are designed to fulfil our health and safety and child protection responsibilities and to protect the wellbeing of all of our students.

- 14.3 In particular:

14.3.1 any form of bullying or abusive behaviour to other students or staff will not be tolerated;

14.3.2 students are not allowed to go swimming or onto the beach without supervision;

14.3.3 students are not permitted to leave their accommodation between supper time and breakfast time the following morning, or leave the environs of Coláiste UISCE during the course;

14.3.4 students are not permitted to consume or be in possession of alcohol or any other form of prohibited substance, or to enter licensed premises during the course;

14.3.5 smoking is not permitted on the course;

14.3.6 students are not permitted to take photos in the changing room or bedroom areas or upload any pictures from Coláiste UISCE onto the internet – this includes on social media platforms such as Facebook, Instagram, Snapchat, YouTube; and

- 14.3.7 students must immediately inform a member of staff if they feel unwell or experience any COVID-19 symptoms.
- 14.4 Each student must:
 - 14.4.1 co-operate with our employees and other staff members in all matters relating to the course;
 - 14.4.2 keep and maintain all course materials provided to them and other property safe; and
 - 14.4.3 respect all facilities, equipment and materials provided as part of the accommodation, course and water-based activities and not use these facilities, equipment and materials for any reason other than a purpose connected with the course and these Terms.
- 14.5 We reserve the right to conduct searches of student's bags, personal belongings or students bedrooms in the following circumstances:
 - 14.5.1 if there are reasonable grounds, such as concern for physical safety.
 - 14.5.2 if there is reasonable belief that the student is in possession of prohibited items, stolen goods, illegal substances or weapons.
- 14.6 In the event of a search the guidelines outlined in our Search Policy will be adhered to. A copy of the Search Policy is available in the Code of Conduct.
- 14.7 If a student's behaviour breaches our Code of Conduct or any of our rules or policies, we reserve the right to withdraw the student from the course without any refund of monies paid. Disciplinary matters will be dealt with in accordance with our disciplinary procedure which will be made available to you and the student should an incident arise. You may also request a copy of this disciplinary procedure at any time.
- 14.8 You will be responsible for the cost of transport for both the student and any accompanying teacher or adult if the student leaves the course early due to misconduct.

PART C – GENERAL TERMS

15 LIABILITY

- 15.1 We are responsible to you for foreseeable loss and damage caused by us. Subject to clause 15.6 below, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen. We are not responsible for loss or damage you suffer that is not foreseeable.
- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. If you are a consumer, you have certain rights that cannot be excluded by contract and these Terms do not limit or affect any of those rights.
- 15.3 Without affecting clause 15.2, if we cannot meet any of our obligations under the Terms, or are delayed in meeting them, because of:
 - 15.3.1 something you have done or failed to do;

- 15.3.2 something you have failed to tell us; or
- 15.3.3 you not meeting any of your obligations under the Terms;
- we will not be liable for any losses you suffer as a result.
- 15.4 We will hold you responsible for any damage to the accommodation, facilities or equipment, except for reasonable wear and tear that can be expected.
- 15.5 We are not responsible and we do not accept any liability for any loss or damage to student's personal property unless this loss or damage was caused by our deliberate action or negligence.
- 15.6 To the extent allowed by applicable law, the total aggregate liability of us to you and any student (whether in contract, tort (including negligence) or for any other reason) for all losses, damages and claims arising out of or in connection with:
- 15.6.1 Part B and (only to the extent they apply to a course booking) Part C of these Terms or a student's attendance on the course will not exceed the amount paid by you in relation to the course;
- 15.6.2 Part A and (to the extent applicable to your use of the website) Part C of these Terms shall not exceed €50.
- 15.7 Although we have basic sports insurance cover, personal insurance is not included and it is recommended that this is arranged separately for each student.

16 OTHER IMPORTANT TERMS

- 16.1 If we have to contact you we will do so by SMS, email or by pre-paid post, using the contact details you have provided to us.
- 16.2 Your booking is personal to you. You cannot transfer your booking to another person or for the benefit of another student.
- 16.3 Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 16.4 Any failure by us to exercise or any delay by us in exercising a right or remedy does not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver by us of any breach of, or any default under, any provision of the Terms is not a general waiver or a waiver of any subsequent default or breach and in no way affects the other terms of the Terms.
- 16.5 We may transfer our rights and obligations under these Terms to another organisation. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We will always inform you if this happens and we will ensure that the transfer will not affect your rights under these Terms. If you are unhappy with the transfer, you may cancel your booking in accordance with these Terms.
- 16.6 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

16.7 The existence, formation, interpretation, operation and termination of these Terms and any matters or disputes arising out of or in connection with them (whether contractual or non-contractual), are governed by and interpreted in accordance with the laws of Ireland. The Courts of Ireland will have exclusive jurisdiction on any matter or dispute (whether contractual or non-contractual) between you and us arising out of or in connection with these Terms.

17 CONTACT US

17.1 Please contact us with any queries you have about our website or your booking.

Our office hours are 9:30am – 5:30pm during Monday to Friday.

You can email us at eolas@uisce.ie or call us on 097 82111. Our postal address is:

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