

## Terms and Conditions

The access and use of [www.childvision.ie](http://www.childvision.ie) is subject to the following terms. Please read these terms of use carefully before you start to use our website, these will apply to the use of our website.

**We recommend that you print a copy of this for future reference.**

By using our website, you confirm that you accept these terms of use and you agree to comply with them.

If you do not agree with these terms of use, you must not use our website.

## Definitions

- 'Website and site' means [www.childvision.ie](http://www.childvision.ie)
- 'You', 'your' and 'yours' means the person(s) accessing the website.
- 'We', 'us', and 'our' means ChildVision.
- 'Material' means any information, data, text, graphics, links, programming code or other material published, contained or available on the Website.
- ChildVision as referred to throughout this document represents ChildVision, Ireland's National Education Centre for Blind Children.

## Information about us

[www.childvision.ie](http://www.childvision.ie) is a website operated by ChildVision CLG. We are registered in Ireland under Company No: 453711 and with registered office and trading address is 75 St Stephens Green, Dublin 2. We are a registered charity registered under Charity No: CHY817 & RCN 2001278.

## Changes to the Terms and Our Website

We reserve the right to change these terms of use at any time. Please review these terms regularly to ensure you are aware of any changes made by ChildVision, and your continued use of this site after the changes are posted means you agree to be legally bound by these terms as updated and/or amended.

We may update our website from time to time, and change the content at any time. However please note that any of the content on our website may be out of date at any given time, we are under no obligation to update it.

We do not guarantee that our website, or content on it, will be free from errors or omissions.

## Accessing Our Website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you for any reason if our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our website, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts of, any pages from our website for your personal use and you may draw the attention of others within your organization to content posted on our website.

You must not modify the paper or digital copies of any materials that you have printed off or downloaded in any way, and you must not use any illustrations, photographs, videos or audios sequences or graphics separately from any accompanying text.

Our status (and that of any contributors) as authors of any content on our website must always be acknowledged.

You may not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or a licence order.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will immediately cease and you must, at our option, return or destroy any copies of the materials you have made.

The personal stories, images and photography used on the site have been used with the kind permission of families and supporters and are strictly for use only by ChildVision.

## No Reliance on Information

The content and material on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, refraining from any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees whether express or implied that the content on our website is accurate, complete or up to date.

## Liability and Disclaimer

To the extent permitted by law, we provide the website without any warranties or guarantees. In particular we do not warrant that the site or any of its contents are virus free. You must take your own precautions in this respect, we accept no responsibility for infection by virus or other contamination by anything that has destructive properties. Although we do our best to provide constant uninterrupted access to the website, we do not guarantee this. We accept no responsibility or liability for any interruption or delay. The website provides content from other sources and while we try to ensure that the material included on the website is correct; we cannot accept responsibility if this is not the case. This disclaimer does not affect your statutory rights.

To the fullest extent allowed by law, you agree that we will not be liable to you for consequential or incidental damage (including but not limited to loss of revenue, loss of profit, loss of anticipated savings, wasted expenditure, loss of privacy, loss of data) or other indirect special or punitive damage whatsoever that arises out or are related to your use of the website. If we are found to be liable to you, our liability should not exceed the purchase price of the product purchased by you through this website. Nothing in these terms and conditions shall exclude our liability for personal injury or death caused by negligence.

## Data Protection

All information received by us from your use of this website shall be used in accordance with our General Data Protection policy. We respect the value of personal information provided by you and we will only otherwise transfer this information to the software host for the website in order to facilitate your purpose.

## Viruses

We do not guarantee that our website will be secure free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platforms in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, Trojans, worms, logic worms or other material which diminishes or is technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored or any server computer or database connected to our website. You must not attack our site via denial of service attack or distorted denial of service attack.

### Linking to our Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way to suggest that any form association, approval or endorsement on our part where none exist.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw a linking permission without notice.

This website to which you are linking must comply in all respects with our content standards.

### Contributions to [www.childvision.ie](http://www.childvision.ie)

Where you are invited to submit any contribution to [www.childvision.ie](http://www.childvision.ie) (including any text, graphics, video or audio) you agree, by submitting your contribution, to grant ChildVision a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the ChildVision Website [Privacy Statement](#).

If you do not want to grant these rights as set out above to ChildVision, please do not submit any material to our website.

By submitting your contribution to [www.childvision.ie](http://www.childvision.ie) you warrant that your contribution:

- Is your own original work and that you have the right to make it available to [www.childvision.ie](http://www.childvision.ie) for all the purposes specified above.
- Is not defamatory.
- Does not infringe any law.

You also warrant to:

- indemnify ChildVision against all legal fees, damages and other expenses that may be incurred by [www.childvision.ie](http://www.childvision.ie) as a result of your break of the above warranty.
- waive any moral rights in your contribution for the purposes of its submission to and publication on [www.childvision.ie](http://www.childvision.ie) and the purposes specified above.
- ChildVision has the right but not the obligation to monitor and edit or remove any activity or content. ChildVision takes no responsibility and assumes no liability for any content posted by you or a third party.

### Governing Law

By visiting [www.childvision.ie](http://www.childvision.ie) you agree that the Irish law, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute that may arise between you and ChildVision or its associates.

### Links to other Websites

Through this website you are able to link to other websites which are not under the control of ChildVision. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

### Photography Images, Videos and Personal Stories

ChildVision ensures that the prior written consent of patients and families whose photographs have been uploaded onto the Website has been obtained, if photos have been taken at our events by our photographer it is implied that consent is given as informed of intended use at the time.

We reserve the right to include content from sites including but not limited to YouTube and Facebook. We do not control the privacy practices of these other sites. Users of such sites take full responsibility for their own content. We use our reasonable endeavours to protect the interests of the individuals featured in the content on our website.

### Use of Material on [www.childvision.ie](http://www.childvision.ie)

You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use [www.childvision.ie](http://www.childvision.ie) material without the prior permission of the copyright holders. Documents maybe downloaded from the website can only be adapted or altered for personal and non-commercial use.

You also agree to only use [www.childvision.ie](http://www.childvision.ie) material for lawful purposes and in a way that does not infringe or inhibit anyone else's right of use.

ChildVision reserves the right to change the terms and conditions at any time by posting changes online. Your continued use of the site after changes are posted constitutes acceptance of this agreement as modified by the posted changes.

## Users

This website is intended for people accessing from Ireland and we cannot guarantee the information on the site is appropriate for other countries.

## Privacy and Data Protection

We are committed to protecting your privacy online. Please review our [Data Protection Policy](#) and our [Privacy Statements](#) which also governs your visit to our website, to understand our practice.

## Service Access

While we try to ensure that the website is normally available 24 hours a day, we shall not be liable if for any reason the website is unavailable at any time or for any period. Access to the Website maybe suspended temporarily and without notice in the case of a system failure, maintenance or repair or for reasons beyond our control.

**The following additional terms and conditions apply when you purchase products from our online shop:**

## Your Status

To place an order through this website you must be at least 18 years old and you must be legally capable of entering into binding contracts.

## The Availability of Orders

Orders for products made through the website are considered to being subject to there being stock available and all dimensions are approximate. We still reserve the right to decline to supply any individual or company.

We have made every effort to ensure that all product colours are accurately reproduced on the website, but we cannot guarantee that they are totally accurate for all products.

## Your Contract for the Supply of Products

There will be no contract between you and ChildVision until you receive a confirmation email detailing your order details and/or reference number of your order.

## Prices

Prices of all products on the website are inclusive of valued added tax (VAT). Delivery charges will be charged separately to the displayed sale price and will vary depending on the size and delivery method of the products ordered. The delivery charge for the products will be displayed on screen before you confirm your order.

## Payment

Payment can be made online with the following payment methods accepted: Credit Card or Visa Debit Card.

## Fulfillment of Delivery

Products will be dispatched for delivery within three working days from receipt of your order, and your order will be fulfilled by any date set out in the email confirming your order. Delivery date will depend on the products ordered and the delivery type chosen.

If you order more than one product you should be aware that products might be delivered separately.

## Cancellations, Returns and Refunds Policy

You have the right to cancel the order with us for up to seven working days after the delivery of the products, unless the products are perishable or personalized for you. In such an event, you are not entitled to cancel this order. Details of how to cancel an order will be sent with the order confirmation.

In the event that the product has been dispatched at the date of receipt of your cancellation of the order, you must return the product to us and we will credit your payment method with the price of the relevant products within 30 days beginning with the date on which you notified us of the cancellation.

If you do not return the relevant products within 30 days of notification of cancellation, you will be deemed to have accepted it at which point a new purchase contract will be made and you will be charged for your order at the price set out on the website. This does not affect your statutory rights.

If you are returning a product because of an error on our part, you must contact us in advance and we will refund the cost incurred by you in returning the product otherwise you will be responsible for those charges.

For your protection, we recommend that you use recorded delivery service when returning products or otherwise obtain An Post proof of posting or insurance cover to the value of the unwanted products. As stated above, you will be responsible for the cost of returning any products unless they have been delivered to you in error, or are faulty.

**If you have concerns about any aspect of our terms, you can contact; [info@childvision.ie](mailto:info@childvision.ie)**