

## WEBSITE AND MEMBERSHIP PORTAL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply in these terms and conditions:

“**Administrator**” means one or more Member Users or Affiliate Users that shall be designated as an administrator on behalf of their respective Member or Affiliate for the purposes of the Portal;

“**Affiliate**” means a party other than a Member that is granted access by NHI to the Portal;

“**Affiliate User**” means a party that uses the Portal in connection with or on behalf of an Affiliate;

“**Information**” means all information, material and content provided or made available on, by or pursuant to the Site, Portal or any communications pursuant thereto;

“**Login Details**” means User login names and passwords;

“**Member**” means a member of NHI who has paid a membership fee and satisfied the terms of membership;

“**Member User**” means a user of the Site or the Portal in connection with or on behalf of a Member;

“**NHI**” means Independent Nursing Homes Ireland CLG;

“**Offer**” means an offer to purchase Portal Services;

“**Order**” means an electronic order form;

“**Portal**” means the NHI Portal <https://portal.nhi.ie/portal>;

“**Portal Services**” mean the processing of Garda Vetting applications, event bookings and booking places on, and managing, NHI training courses and, in the case of Member Users only, applications for renewal of membership of NHI;

“**Users**” means Member Users and/or Affiliate Users;

“**Site**” means the website <http://www.nhi.ie/>; <http://nhicareawards.ie>; and <http://www.careersinnursinghomes.ie/>; and

“**you**” means any User, Member, Affiliate, Administrator or any other person who makes use of or accesses the Site or the Portal (and “**your**” or any similar expression shall be construed accordingly).

1.2 Headings shall not affect the interpretation of these terms and conditions.

## **2. WHAT IS IN THESE TERMS AND CONDITIONS?**

- 2.1 These terms and conditions tell you the rules for the Site (including but not limited to the Portal) and any other digital products offered by NHI regardless of how you choose to access them.

## **3. WHO NHI ARE AND HOW TO CONTACT**

- 3.1 The Site is operated by NHI. NHI is registered in Ireland under company number 447347 and has its registered office at Unit 2051, Block A, Castle Drive, Citywest Road, Dublin 24. NHI's VAT number is 9673814G.

- 3.2 To contact NHI, please email [info@nhi.ie](mailto:info@nhi.ie).

## **4. BY USING THE SITE YOU ACCEPT THESE TERMS**

- 4.1 The Site is made available free of charge.
- 4.2 By using the Site and/or the Portal, you confirm that you accept these terms and conditions and that you agree to comply with them.
- 4.3 If you do not agree to these terms and conditions, you must not use the Site or the Portal.
- 4.4 You are also responsible for ensuring that all persons who access the Site or the Portal through your internet connection are aware of these terms and conditions and that they comply with them.
- 4.5 NHI recommend that you print a copy of these terms and conditions for future reference.

## **5. MEMBERSHIP**

- 5.1 The terms of membership of NHI are set out in the constitution of NHI which can be accessed here [Current NHI Constitution](#).

## **6. USE OF THE PORTAL**

- 6.1 The Portal is open to use by the Users.

- 6.2 Member Users may use the Portal for:

- (a) downloading, submitting and viewing live status of Garda Vetting applications;
- (b) online payments in relation to Portal Services;
- (c) self-service updating of nursing home details;
- (d) self-service setting up and updating of Login Details and access levels;
- (e) selection of the types of communications, information and content which Users would like to receive from NHI;
- (f) submitting queries to NHI; and
- (g) managing recruitment advertisements for [www.careersinnursinghomes.ie](http://www.careersinnursinghomes.ie).

- 6.3 Affiliate Users may use the Portal for:

- (a) downloading, submitting and viewing live status of Garda Vetting applications;
- (b) online payments in relation to Portal Services; and
- (c) self-service setting up and updating of Login Details and access levels

- 6.4 Without prejudice to the rights of NHI, Administrators shall be responsible for setting up Users on the Portal, removing Users from the Portal and determining which sections of the Portal Users may have access to. With regard to Member Users, an Administrator will determine what communication, information and content Member Users may receive on or pursuant to the Portal.
- 6.5 NHI is not responsible in any way for the management of the Members, Affiliates and/or Users Login Details, levels of access or contact details.
- 6.6 Members, Affiliates and/or any Users provided with Login Details or any other piece of information as part of its security procedures must treat such information as confidential and must not disclose any such information to any third party.
- 6.7 NHI has the right to disable any Login Details, whether chosen by Members, Affiliates or Users or allocated by NHI, at any time, if in its reasonable opinion there has been a failure to comply with any of the provisions of these terms and conditions.
- 6.8 NHI has the right to suspend or terminate any User's access to the Portal at any time.
- 6.9 If it is known or suspected that a third party knows or has access to any Login Details or other details used by any User to access the Portal, NHI must be notified promptly at [info@nhi.ie](mailto:info@nhi.ie).
- 6.10 Users and their respective Members or Affiliates must ensure that Login Details are not disclosed to another person or party. Users and their respective Members or Affiliates are responsible for ensuring that no one may access the online services on the User's behalf. Users and their respective Members or Affiliates shall fully indemnify NHI in relation to any misuse or release of information received by Users from NHI or held by Users and any loss or damage sustained thereby.
- 6.11 Processing of Garda Vetting on the Portal is governed by the NHI Garda Vetting Service Terms of Use. Please see Section 8 of these terms and conditions for a link to these terms.

## **7. ONLINE PAYMENTS FOR SERVICES**

- 7.1 Online payments for Portal Services may be accepted through the Portal.
- 7.2 By using the Portal to purchase Portal Services, you confirm you are at least 18 years of age.
- 7.3 All payments shall be made in Euro. NHI will use its best endeavours to ensure the Portal Services shown on the Site and the Portal are currently available at the price shown, however there is no guarantee this will always be the case.
- 7.4 Once payment has been made, your bank account will be immediately debited for the amount.
- 7.5 If you do not accept these terms and conditions, do not use our online payment facilities. All online payments are subject to these terms and conditions.
- 7.6 We cannot accept liability for payments being recorded on the wrong account if you supply inaccurate information.
- 7.7 Your payment will normally reach NHI's bank account within 5 working days. We cannot accept any liability for delayed payments.
- 7.8 We cannot accept liability if payment is refused or declined by your credit/debit card supplier for any reason.
- 7.9 If your card supplier declines payment, NHI is under no obligation to bring this fact to your attention. You should check with your card supplier that payment has been deducted from your account.

- 7.10 The data that you provide during online payment transactions is securely held by NHI or its e-commerce providers, PayPal and SagePay and will only be used for the purpose of recording your payment and for accounting processes. This data will be treated confidentially and with the utmost care and respect. NHI shall ensure that the data is used for no other purposes and is disclosed to no third party, except in respect of data that is necessary to provide to the NHI's e-commerce providers who will process this information on NHI's behalf. In limited, exceptional circumstances NHI may be required to disclose data to other third parties, for example where this is necessary to comply with law. NHI's e-commerce providers will retain some personal information so that NHI can access payment records in the event of queries or incomplete payment information. Any credit or debit card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed securely.
- 7.11 By completing and submitting an Order, an Offer is made. An email may be sent acknowledging an Order. This email does not constitute acceptance of an Offer.
- 7.12 There is no obligation on NHI to accept any Offer. An Offer will not be accepted under certain circumstances, including but not limited to:
- (a) your payment is not authorised;
  - (b) your credit account, where appropriate, is in arrears or on hold;
  - (c) NHI are unable to provide the Portal Services sought in the Order;
  - (d) there is an error on the Site or Portal regarding the price or other details of the Portal Services;
  - (e) the Portal Services are not currently available or are no longer available, or are oversubscribed or have limited or restricted availability; or
  - (f) the Order has been cancelled in accordance with Section 7.15.

In any case (whether described in this Section 7.12 or otherwise), NHI reserve the right to refuse any Order and/or Offer.

- 7.13 On the acceptance by NHI of an Offer, a contract is created.
- 7.14 At the discretion of NHI, Portal Services will not be rendered or initiated until payment is received or authorised.
- 7.15 An Order may be cancelled in respect of Portal Services only if NHI receives notification to cancel in any of the following circumstances:
- (a) before NHI initiates sourcing and/or delivering the Portal Services or otherwise incurs any costs; or
  - (b) in respect of an Order for annual membership, within 28 calendar days from the date on which the annual membership was ordered or renewed.

Under no circumstances may an Order made in respect of an event be cancelled within 5 working days before the event takes place.

- 7.16 In the event you wish to cancel an Order pursuant to Section 7.15 it will be necessary to contact NHI and provide your name, address and order number.
- 7.17 Refunds, if applicable, will be made to the debit/credit card used for the original transaction.

## **8. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

8.1 These terms and conditions refer to the following additional terms, which also apply to your use of the Site:

- (a) Privacy Policy - [Privacy Statement](#)

This sets out the terms on which NHI process any personal data NHI collect from you, or that you provide to NHI. By using the site, you consent to such processing and you warrant that all data provided by you is accurate.

- (b) Cookie Policy which is set out in Section 4 of the Privacy Policy - [Privacy Statement](#)

This sets out information about the cookies on the Site and Portal.

- (c) NHI Garda Vetting Service Terms of Use [Vetting Service Terms of Use](#)

This governs the processing of Garda Vetting applications on the Portal and the Site.

## **9. NHI MAY MAKE CHANGES TO THESE TERMS**

9.1 NHI may amend these terms and conditions from time to time without notice to you. Every time you wish to use the Site or the Portal, please check these terms and conditions to ensure you understand the terms and conditions that apply at that time. These terms and conditions were most recently updated on 06/09/2018.

## **10. NHI MAY MAKE CHANGES TO THE SITE AND/OR THE PORTAL**

10.1 NHI may update and change the Site and/or the Portal from time to time to reflect changes to its services (including the Portal Services), its Members' and Affiliates' needs and its business priorities. NHI will try to give you reasonable notice of any major changes.

## **11. NHI MAY SUSPEND OR WITHDRAW THE SITE OR THE PORTAL**

11.1 NHI do not guarantee that the Site or the Portal, or any content thereon, will always be available or be uninterrupted. NHI may at any time (without notice) suspend or withdraw or restrict (temporarily or permanently) the availability of all or any part of the Site or the Portal for business and operational reasons. NHI will try to give you reasonable notice of any suspension or withdrawal.

11.2 In any event, NHI reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site and/or the Portal (or a part thereof) without notice.

## **12. THE SITE AND THE PORTAL ARE ONLY FOR USE IN IRELAND**

12.1 The Site and the Portal are intended for use only by parties in Ireland. NHI do not represent that any Information or other content available on or through the Site or the Portal is appropriate for use or available in other locations.

## **13. HOW YOU MAY USE MATERIAL ON THE SITE AND THE PORTAL**

13.1 Unless the context otherwise requires (such as for template documents or application forms), 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.

#### **14. DO NOT RELY ON INFORMATION ON THIS SITE OR THE PORTAL**

- 14.1 Although NHI make reasonable efforts to update the information on the Site and the Portal, NHI make no representations, warranties or guarantees, whether express or implied, that the content on the Site and the Portal is accurate, complete or up to date.
- 14.2 Any and all Information is provided for general information and guidance purposes only and is not intended to amount to legal or other advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Information.
- 14.3 NHI reminds all Members that under competition law they must each determine their own pricing, commercial policies and strategies independently.
- 14.4 NHI assumes no responsibility for any action, legal or otherwise, taken on foot of information provided and you must verify all information or sources of information upon which you wish to rely.
- 14.5 Unless otherwise stated, no Information may be processed, disseminated or reproduced in any way without specific prior written permission from NHI.
- 14.6 Without prejudice to the generality of the other provisions of this Section 14, NHI shall have no responsibility for any third party information or material which, from time to time, may be uploaded to or distributed pursuant to the Site or Portal.
- 14.7 It is the policy of NHI to respond and correct errors within 7 working days of receiving accurate and verified information. To report an error, please email [info@nhi.ie](mailto:info@nhi.ie).

#### **15. NHI ARE NOT RESPONSIBLE FOR LINKED WEBSITES**

- 15.1 Where the Site or the Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by NHI of those linked websites or information you may obtain from them.
- 15.2 NHI have no control over the contents of those sites or resources. NHI are not responsible for the content of any linked sites or any link contained in a linked site or any changes or updates to linked sites. NHI are providing these links to you as a convenience and the inclusion of any link does not imply endorsement by NHI of the site or any association with the operators.
- 15.3 The Site and Portal may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. Third party advertising may be paid for by the relevant third party advertiser. Such advertisements are not recommendations or endorsements by NHI. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third party website.

#### **16. THE RESPONSIBILITY OF NHI FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 16.1 NHI do not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 16.2 NHI exclude all implied conditions, warranties, representations or other terms that may apply to the Site or the Portal or any content thereon.
- 16.3 NHI will not be liable to you for any loss or damage, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the Site or the Portal; or
- (b) use of or reliance on any content displayed on the Site or the Portal.

16.4 Without prejudice to the generality of Section 16.3, NHI will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

## **17. ACCEPTABLE USE POLICY - PROHIBITED USES OF THE SITE AND THE PORTAL**

17.1 You may use the Site and the Portal only for lawful purposes. Without prejudice to the generality of the foregoing, you may not use the Site or the Portal:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- (e) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar code designed to adversely affect the operation of any software or hardware.

17.2 You must not attempt to gain unauthorised access to the Site or the Portal, the server on which the Site and Portal is stored or any server, computer or database connected to the Site or the Portal. You must not attack the Site or the Portal via a denial-of-service attack or a distributed denial-of service attack.

17.3 NHI will report any breach of Sections 17.1 and 17.2 to the relevant law enforcement authorities and NHI will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site and the Portal will cease immediately.

17.4 You also agree:

- (a) not to print off, copy or download any part of the Site or the Portal in breach of these terms and conditions;
- (b) not to reproduce, duplicate, copy or re-sell any part of the Site or the Portal; and
- (c) not to access without authority, interfere with, damage or disrupt:
  - i) any part of the Site or the Portal;
  - ii) any equipment or network on which the Site or the Portal is stored;
  - iii) any software used in the provision of the Site or the Portal; or
  - iv) any equipment or network or software owned or used by any third party.

17.5 You may not use the Site or the Portal in any manner which could damage, disable or impair the services provided by NHI through this website or application.

## **18. NHI ARE NOT RESPONSIBLE FOR VIRUSES**

18.1 NHI do not guarantee that the Site and the Portal will be secure or free from bugs or viruses.

18.2 You are responsible for configuring your information technology, programmes and platform to access the Site and the Portal. You should use your own virus protection software.

## **19. RULES ABOUT LINKING TO THE SITE OR THE PORTAL**

19.1 You may link to the home page of the Site, provided you do so in a way that is appropriate, fair and legal and does not damage NHI's reputation or take advantage of NHI.

19.2 You must not establish a link to the Site in such a way as to suggest any form of association, approval or endorsement on the part of NHI where none exists.

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

19.4 You may not establish a link to the Portal.

19.5 The Site or the Portal must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.

19.6 NHI reserve the right to withdraw any linking permission without notice.

19.7 The website from which you are linking must not:

- (a) be defamatory of any person;
- (b) be obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) breach any applicable local, national or international law or regulation;
- (g) infringe any copyright, database right or trade mark of any other person;
- (h) be likely to deceive any person;
- (i) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (j) promote any illegal activity;
- (k) be in contempt of court;
- (l) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (m) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (n) disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;
- (o) impersonate any person, or misrepresent your identity or affiliation with any person;
- (p) give the impression that the website emanates from NHI, if this is not the case;
- (q) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; and/or contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

19.8 If you wish to link to or make any use of content on the Site or the Portal other than that as set out in these terms and conditions, please email [info@nhi.ie](mailto:info@nhi.ie).

## **20. BREACH OF WEBSITE AND MEMBERSHIP TERMS AND CONDITIONS**

20.1 When it is considered that a breach of these terms and conditions has occurred, NHI may take such action as it deems appropriate.

20.2 Failure to comply with these terms and conditions constitutes a material breach of these terms



and conditions upon which you are permitted to use the Site or the Portal, and may result in NHI taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use the Site and/or the Portal;
- (b) issue of a warning to you;
- (c) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (d) further legal action against you; or
- (e) disclosure of such information to law enforcement authorities as NHI considers appropriate or necessary or as required by law.

20.3 In the event of the temporary or permanent withdrawal of your right to use the Site and/or the Portal, you must, at the option of NHI, return or destroy any copies of any Information you have made, copied, reproduced or circulated.

20.4 NHI excludes liability for all action it may take in response to breaches of these terms and conditions. The actions it may take are not limited to those described above, and it may take any other action which it reasonably deems appropriate.

20.5 For the purposes of this Section 20, the term “you” (and all related expressions) shall be deemed to include reference to any related or connected Members, Affiliates or Users.

## **21. GOVERNING LAW AND JURISDICTION**

21.1 These terms and conditions, their subject matter and their formation (including any dispute or claim arising out of or in connection with them) shall be governed by and construed in accordance with Irish law. You and NHI irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).

## **22. INTELLECTUAL PROPERTY**

22.1 NHI is the owner of all intellectual property rights in the Site and Portal. All Information and material on the Site and the Portal is the copyright of NHI unless otherwise stated. NHI does not make any claim to have any intellectual property rights in respect of any third party information or material which, from time to time, may be uploaded to or distributed pursuant to the Site or Portal.

22.2 Copyright is implied irrespective of whether a copyright symbol or copyright statement is displayed. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

22.3 “NHI nursinghomesireland” and the NHI logo are Irish registered trademarks of NHI. You are not permitted to use them without the approval of NHI, unless they are part of material you are using as permitted under Section 13.

22.4 The status of NHI (and that of any identified contributors) as the authors of content on the Site and the Portal must always be acknowledged.