

CATHOLIC MARRIAGE ENCOUNTER IN IRELAND (Ireland) and the **CATHOLIC MARRIAGE ENCOUNTER NORTHERN IRELAND Trust** (Northern Ireland) **Joint Terms and Condition** for participation in **Weekends, Programmes and Events** and for the use of this **Website**.

Welcome to the **Worldwide Marriage Encounter in Ireland** Website (“the Site”) where you may book to attend at a **Marriage Encounter, Marriage Enrichment** or a **Catholic Engaged Encounter** Weekend in the Catholic expression that are run by **Catholic Marriage Encounter in Ireland CLG** (“the Company”) in Ireland and by the **Catholic Marriage Encounter Northern Ireland Trust** (“the Trust”) in Northern Ireland.

These **Terms and Conditions** govern your use of the Site and are a precondition to your participation in any Weekend, programme or event offered by the Company or by the Trust. By viewing and using the Site and/or by booking to participate in a Weekend, programme or event offered by the Company or by the Trust you are deemed to accept without modification the **Terms and Conditions** herein set out. Please read these **Terms and Conditions** carefully.

The **Objects of the Company** are set out in the Company’s Constitution (Memorandum & Articles) as lodged with the Companies Registration Office, Ireland. The **Objects of the Trust** are set out in the Trust Document lodged with The Charity Commission for Northern Ireland. For the practical purposes of these **Terms and Conditions** the intent of the aforesaid Objects of the Company and the Trust have been conjoined in Paragraph 2 below. However in the event of a conflict of interpretation, the wording of Company’s Constitution shall take precedence in Ireland and the wording of the Trust Document shall take precedence in Northern Ireland.

Marriage in these **Terms and Conditions** shall have the meaning ascribed to it by the Roman Catholic Church in its teaching on marriage. A summary of this teaching is set out in the Catechism of the Roman Catholic Church which can be accessed by obtaining a print copy in a Catholic bookshop or by visiting <http://www.vatican.va/archive/ENG0015/INDEX.HTM>.

In the case of a **Marriage Encounter** or **Marriage Enrichment** Weekend programme or event **You** in these **Terms and Conditions** shall mean both you the person making the booking and your husband or wife (“your spouse”) in marriage; or in the case of a **Catholic Engaged Encounter** Weekend **You** in these **Terms and Conditions** shall mean both you the person making the booking and your fiancé or fiancée (“your intended spouse”) in the forthcoming marriage for which you are preparing.

The **Site** means the website www.marriageencounter.ie.

1) Changes to these Terms and Conditions.

- a) The Company and the Trust reserve the right to change or vary these **Terms and Conditions** at any time. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to such **Terms and Conditions** and all changes posted to the Site.

2) Objects and governing ethos of the Company and the Trust.

- a) You understand and accept that the objects for which both the Company and the Trust have been established and which govern their shared ethos are:
 - i) To provide education, formation and training services for the religious purpose of promoting understanding of and belief in marriage as proclaimed by the teaching of the Roman Catholic Church and in particular that the marriage of Christians has been raised by Jesus Christ to the dignity of a Sacrament.
 - ii) To provide, promote and offer in Ireland and in Northern Ireland the religious relationship programme known as the **Marriage Encounter** or **Marriage Enrichment** Weekend devised by the Worldwide Marriage Encounter movement that offers married couples the opportunity to explore and enrich the lived experience of their relationship with each other, with God, with their family and with the wider community of friends, neighbours, church etc. in which they live and associate.
 - (1) Information on the Worldwide Marriage Encounter movement can be found by visiting:

<http://www.laici.va/content/laici/en/sezioni/associazi/oni/repertorio/incontri-matrimoniali-mondiali-.html>

- iii) To provide, promote and offer the religious relationship programme known as the **Catholic Engaged Encounter** Weekend to couples who are preparing to marry in accordance with the matrimonial rites of the Roman Catholic Church.
- iv) To provide promote and offer such other matrimonial religious relationship programmes as shall enhance and support married couples endeavouring to authentically live out their matrimonial vows to each other in their matrimonial covenant as set out in above and their vocation and witness to matrimonial life.

3) Conditions for participation in a Marriage Encounter Weekend, event or programme of the Company or the Trust.

- a) You must be:
 - i) a couple married in accordance with the matrimonial rites of the Roman Catholic Church; or
 - ii) a married couple of other faith belief or of none whose marriage would be recognisable as presumptively valid by the Roman Catholic Church and who are jointly prepared to participate in the Weekend on the understanding that the ethos of what is presented will accord with the Catholic Christian understanding of marriage; or
 - iii) a Roman Catholic priest or deacon living his vows and religious vocation in relationship with God and the community that he serves in ministry or to which he belongs; or
 - iv) a member of a religious community living his/her vows and religious vocation in relationship with God and the communities that he/she serve in ministry or to which he/she belongs.
- b) In the case of married couples, you and your spouse must be living together in a good average stable relationship.
- c) The Weekend is neither an occasion for problem solving nor for dealing with issues although many participants would claim that having made a Weekend, problems and issues became easier to resolve.
- d) The Weekend is not suitable for couples who:
 - i) have separated or who, though together, are experiencing difficulty in their marriage of a nature that professional counselling or participation in a programme designed for such situations is advisable.
 - ii) are living in other kinds of relationships not be deemed to be marriage as herein defined.
- e) You accept that only you know the condition of your relationship and that it is neither the responsibility of the Company nor of the Trust to ascertain the said condition thereof in relation to your participation in any Weekend, programme or event run by the Company or the Trust.
- f) It is not necessary that you be a practising member of the faith or church in which you were married to participate in a Weekend, event or programme.
- g) You must have completed and returned the Booking Form (on line or printed version) for the Weekend that you plan to attend.
- h) You undertake to observe the general discipline of the Weekend and respect the confidentiality and privacy of other participants.

4) Conditions for participation in a Catholic Engaged Encounter Weekend of the Company or the Trust.

- a) You must be:
 - i) a couple who are engaged or who are intending to be married in accordance with the matrimonial rites of the Roman Catholic Church;
 - ii) at least 18 years of age unless you have parental permission to participate as a minor;

- b) You accept that only you know the condition of your relationship and that it is neither the responsibility of the Company nor of the Trust to ascertain the said condition thereof in relation to your participation in any Weekend, programme or event run by the Company or the Trust.
- c) The Weekend is neither an occasion for problem solving nor for dealing with issues although many participants would claim that having made a Weekend, problems and issues became easier to resolve.
- d) It is not necessary that you be a practising member of the Roman Catholic Church in order to participate in a **Catholic Engaged Encounter** Weekend or programme.
- e) You must have completed and returned the Booking Form (on line or printed version) for the Weekend that you plan to attend.
- f) You undertake to observe the general discipline of the Weekend and respect the confidentiality and privacy of other participants.

5) No contract of service exists or is implied.

You accept that:

- i) the Company or the Trust invites you as participant(s) to its programmes on a voluntary basis in which no contract of service exists or is implied;
- ii) the requirement for a non-refundable booking fee for certain Weekends, events or programmes is to cover cancellation fees or other expenses that would fall due to the Company or the Trust in the event that a booked participant failed to attend a Weekend, programme or event;
- iii) the Company may refuse your participation in any of its Weekends, events or programmes at its sole discretion without any duty implied or otherwise of offering an explanation;
- iv) in the event of the cancellation of any Weekend, programme or event, the sole liability of the Company or the Trust is the repayment of any deposit paid.

6) Donations to the Company or the Trust.

- a) The Company may invite a voluntary contributions from participants in its Weekends, events or programmes either during or subsequent to the Weekend, event or programme.
- b) Any donation made by you is given voluntarily without any implication that it is a payment for a service of any kind.
- c) If you are a PAYE tax payer, the Company or the Trust may invite you to sign the appropriate form that will enable the Company or the Trust to claim the refund tax of tax on the element of your income out of which your donation has been made; subject always to law and any conditions to which the Company is subject by The Revenue Commissioners, Ireland and/or the Charities Regulatory Authority of Ireland or any conditions to which the Trust is subject by Her Majesty's Revenue and Customs and/or The Charity Commission for Northern Ireland.
- d) It will be at the sole discretion of the Company or the Trust as to whether such booking fee is refunded or not. However if a booking is cancelled no later than 14 days before the commencement of any Weekend, event or programme it will normally be refunded to you or at your discretion applied as the booking deposit for a subsequent Weekend.
- e) Donations to the Company and/or the Trust and booking fees may be made by cash, cheque or money order payable to the Company or the Trust or by bank standing order or by credit transfer.
- f) Neither the Company nor the Trust is in a position to accept payments or donations by credit or charge card at this time.
- g) All payments and/or donations made in Euro will be credited to the Company and all payments and/or donations made in Sterling will be credited to the Trust.
- h) All donations will be treated by the Company and the Trust in strict confidence.
- i) Receipts will be provided on request.

7) No liability exists or is implied.

You accept that:

- i) your participation in any Weekend programme or event of the Company or of the Trust is at your sole risk and that neither the Company nor the Trust has any liability whatsoever to you for any existing or subsequent difficulty or issue arising in your relationship as spouses in the case of a **Marriage Encounter** or **Marriage Enrichment** Weekend, programme or event or as intended spouses in the case of a **Catholic Engaged Encounter** Weekend or in your relationship with others that is alleged to have arisen out of any aspect of your participation in any Weekend, programme or event of the Company or the Trust;
- ii) in the event that you suffer any physical injury while participating in any Weekend, programme or event of the Company or the Trust any claim for damages shall be solely a matter between you and the accommodation provider.

NOTE in particular the definition of 'you' herein.

8) Individual Bookings.

A completed booking form together with the specified booking deposit must be received no later than seven days prior to the commencement of any Weekend, event or programme unless the Company or the Trust agrees to waive this requirement.

9) Data Protection and Privacy.

- a) All information received by the Company or the Trust from your use of this Site will be in accordance with the Site's privacy policy. The Company and the Trust respect the value of personal information provided by you and will only otherwise transfer this information to the software host for the Site in order to facilitate your booking.
- b) The Company and the Trust retains an electronic data base with the names of you (and your spouse or your intended spouse); your postal and email addresses, your phone number(s) and your date of marriage as provided by you electronically or in paper format.
- c) You have the right at all times to know the information on you being held by the Company and/or the Trust whether in electronic media or paper format and to have any or all such information deleted from the records on due notice being given to the Company and/or the Trust.
- d) The Company and the Trust may exchange data with each other or entrust the maintenance of data of one to the other subject to the laws on data protection in force in both jurisdictions.
- e) Save for the purpose of using your name(s) to make room reservations for you or lodging cheques drawn by you, the Company and the Trust undertake never to disclose any details held about you to any third party except it is directed so to do by any organ of the State lawfully authorised to access such data.
- f) From time to time the Company or the Trust may contact you about its programmes or events. You have the right at all times to have your name removed from the list of those so contacted.

10) Liability and Disclaimer as regards use of the Site.

- a) To the extent permitted by law, the Company and the Trust provides the Site without any warranties or guarantees. In particular, neither the Company nor the Trust warrants that the Site or any of its contents are virus free.
- b) You must take your own precautions in this respect, as neither the Company nor the Trust accepts any responsibility for any infection by virus or other contamination or by anything, which has destructive properties.
- c) Although the Company and the Trust endeavour to provide constant, uninterrupted access to the Site, they do not guarantee this. Neither the Company nor the Trust accept any responsibility or liability for any interruption or delay.

- d) While the Company and the Trust try to ensure that material included on the Site is correct and accurate, neither party accepts any responsibility if this is not the case.
- e) To the full extent allowed by law, you agree that neither the Company nor the Trust will be liable to you for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or relating to the Site.
- f) In relation to material, published on the Site, you accept that you may:
 - i) download and print extracts from the material and make copies of these solely for your own personal and non-commercial use;
 - ii) not download or print the material or extracts from the Site in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Site;
 - iii) not reproduce any part of the Site or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless the Company or the Trust has agreed that you may so do.

11) Third Party Advertising on the Site.

You may see advertising material submitted by third parties on the Site or links to other sites. Individual advertisers are solely responsible for the content of such advertising material including ensuring that it complies with relevant legislation. Neither the Company nor the Trust accepts any responsibility for the content of advertising material or the content of other linked sites including, without limitation, any error, omission or inaccuracy.

12) Governing Law.

- a) These **Terms and Conditions** shall for all purposes be governed by and interpreted in accordance with the laws of Ireland in respect of the Company and in accordance with the laws of Northern Ireland in respect of the Trust.
- b) You agree to submit to the exclusive jurisdiction of the Courts of Ireland in matters pertaining to the Company and to the exclusive jurisdiction of the Courts of Northern Ireland in respect of matters pertaining to the Trust.
- c) In respect of the Company the place and performance of this agreement shall be Ireland.
- d) In respect of the Trust the place and performance of this agreement shall be Northern Ireland.

13) Contact the Company and/or the Trust.

If you have any questions or queries please contact the Company or the Trust by using the 'Get in touch' facility of the Site www.marriageencounter.ie/ providing your name, address and telephone number and details of the questions or queries that you wish to raise.

The Registered Address of the Company is:

Catholic Marriage Encounter in Ireland
Suite One, 1-3 Fitzwilliam Street Lower,
Dublin 2,
D02 AW70,
Ireland

Registration No. 573439

The Registered Address of the Trust registered with the Charity Commission, Northern Ireland is:

Catholic Marriage Encounter Northern Ireland
Office 8,
Springrowth House,
Springtown Road,
Londonderry
BT48 OGG
Northern Ireland
Registration No. 101458-0