

Terms And Conditions

Run Weekends

'RUN WEEEKND'S' is a UK based brand operating under the company '196 GROUP LTD'.

These Terms and Conditions set out the agreement made between Run Weekends whose registered address is Knap Gate, Pentridge Drove, Cranborne, Dorset, BH21 5RW, hereinafter referred to as, 'We' or 'Us' (with 'Our' being construed accordingly), and You, as further defined below, in respect of an Event arranged by Us.

1. Definitions

"Application/Guest Information/Booking Form" means the request for guest information at point of sale for those wishing to apply for an Event, Your signature on which indicates Your intention to be bound by these Terms and Conditions.

"Your Signature" means submitting/paying your deposit.

"Booking Confirmation" means a confirmation email from Us stating that You have been accepted for an Event subject to the provisions of Clause 2.3 below.

"Contract" means a signed Application Form together with a Booking Confirmation and these Terms and Conditions.

"Deposit" means the sum payable by You with the submission of Your Application Form for an Event.

"Final Payment" means the balance of the Event after deduction of the Deposit paid.

"In-Country Coordinator" means the individual nominated by Us to manage Your Event in-country, and to whom all issues that arise during the Event should be addressed.

"Event" means Your place on an activity trip organised by Us and includes accommodation, social activities and in-country support plus those specific additional items set out in the Event description on Our website. For the avoidance of doubt an Event does NOT include flights, insurance, visas, vaccinations, United Kingdom or foreign taxes or personal spending money. Unless stated otherwise in the Event description, an Event does not include internal travel within the destination country.

"Event Fee" means the full price of the Event as set out on the invoice in accordance with the provisions of Clause 3.2.

“Significant Change” to an Event is defined as a change where one or all of the following occurs:

- (i) Failure to offer promised qualifications (only when Our instructors reasonably consider You capable of taking the appropriate examination); or
- (ii) Change in the duration of the Event by any more than 1 week (excepting factors beyond Our reasonable control, as listed in Clause 4 below).

For the avoidance of doubt, Significant Change will not include changes to planned social activities, or any other event or factor beyond those specified in (i) and (ii) above.

“Sub-contractor” means a third party providing goods or services in respect of Your Event where these goods or services are a material part of the Event as defined above and the costs for such goods or services are included within the Event Fee.

“Third Party Supplier” means a third party providing goods or services to You through a direct contractual relationship with You.

“You” means the applicant whose name appears on the Application Form, and the terms “Your” and “Yours” shall be construed accordingly. If the applicant is under the age of 18 years at the time of application, the form must be counter signed by the applicant’s legal guardian or parent (written or electronic where appropriate). The legal guardian or parent will be bound by these Terms and Conditions and will be responsible both for the acceptance of the risks and liabilities set out herein on behalf of the applicant and for the compliance of the applicant with these Terms and Conditions until the applicant reaches 18 years of age, after which if the applicant continues with the Event then the applicant will be deemed to have accepted and shall be bound by these Terms and Conditions.

2 Conditions of Entry

2.1 We will endeavour to confirm or refuse Your application for an Event within 14 working days of the receipt of Your completed Guest Information and Deposit. If You are not accepted for Your desired Event, then We will offer You a possible alternative or immediately refund the Deposit that You have paid. You may, at Your discretion, refuse any offered alternative and in this event We shall immediately refund the Deposit that You have paid.

2.2 If We are able to offer You a suitable Event then We shall send You a Booking Confirmation via email together with instructions for the Final Payment.

2.3 Your Booking Confirmation is subject to the following conditions:

- (a) You shall pay the Final Payment for Your Event no later than two calendar months prior to Your Event’s scheduled start-date (the start of the Event / Run Weekend);

(b) You shall provide Your travel details, including flight numbers, evidence of full travel and medical insurance for the duration of the Event, and emergency contact information within the timescales specified by Us;

(c) You shall disclose any medical conditions that may affect your full participation in any activity on Your Event and warrant that You are medically fit to participate. If We request it, You shall undergo a full health check and produce a medical certificate in respect of such health check no later than 8 weeks prior to Your Event's scheduled start-date.

(d) You shall abide by Our Code of Conduct which can be viewed at Clause 12 below and by the terms and conditions set out herein; and

(e) You shall comply with the laws, customs, foreign exchange and drug regulations of all countries visited during Your Event. If You are found to be violating such laws and regulations or otherwise interfering with the wellbeing of other Clients, staff, or Third Party Suppliers, this will result in the In-Country Coordinator taking the action detailed in Clauses 2.4 and 10.

2.4 In the event that You do not comply with the provisions of Clause 2.3 then We may at Our discretion deem Your Event to be terminated in accordance with the provisions of Clause 8 or offer You an alternative Event. In the particular case of Your breach of the provisions of paragraphs (e) or (f) of Clause 2.3 then You may be required by the In-Country Coordinator to leave the Event and, if appropriate, the country, without reimbursement of Your Event fees.

2.5 If in the reasonable opinion of the instructor or the In-Country Coordinator Your continued participation in a particular activity or Event may result in either personal harm to Yourself or other participants or disruption of the activity or Event then the In-Country Coordinator may at their sole discretion instigate the Disciplinary Process as set out in Clause 10.

3 Our Programmes

3.1 You accept that any information supplied by Us regarding Events, including content published by third party advertisers, is provided in good faith and based on the knowledge and information available to Us prior to publication of the written material and sometimes months prior to the Event start date. You accept that for the latest information on Event, including Event prices You should speak, write or email directly to Our representatives at Our office using the contact details on Our website.

3.2 Our Event prices are set as given on the website, either on the date of Your signature on the Application Form, or no more than 5 working days before the receipt of the completed Application Form at Our Registered Office, whichever is the later. The price in force at this time shall be reflected on the invoice sent to You with Your Booking Confirmation.

3.3 Note that the price of items outside the scope of the Event, such as visas, airfares, United Kingdom or foreign taxes or costs associated with local events

and activities not included in the Event may vary and We accept no liability for any increases in such prices.

3.4 You accept that dates for flights to and from Your Event may fall outside of Your invoiced Event duration. In the event that You require accommodation for days falling outside of Your Event duration, then, provided We have sufficient accommodation available, We may offer this to You at our preferential rates.

3.5 We reserve the right (in very rare circumstances) to make alterations to an Event without notice, including alterations to the itinerary. If the alterations cause a Significant Change in the structure or duration of the Event prior to the start-date of Your Event, You will be entitled to change Your choice of Event, or receive a refund of the Event Fee, if paid. This shall be the limit of Our liability in the event of a significant change to the Event. Should the change be effected during the Event that is deemed out of control of the Company, no refunds will be made.

3.6 You shall comply with all reasonable requests of the In-Country Coordinator with respect to matters relating to the organisation of the Event and the safety and wellbeing of Yourself and others.

3.7 You agree to abide by the Terms and Conditions of all Third Party Suppliers who may provide You with other products or services during, or in travelling to the Event. If We have provided You with the details of such Third Party Suppliers or assisted You in procuring the services of such Third Party Suppliers this information and/or assistance is given for Your convenience only and does not constitute an endorsement of the said Third Party Supplier. We accept no liability in respect of products or services procured by You from Third Party Suppliers, such as but not restricted to, travel agents, insurance providers and local suppliers.

4 Liability

4.1 Nothing in this Agreement shall exclude or limit Our liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of Our employees in connection with the performance of their duties hereunder or by defects in any product supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.

4.2 Subject to Clause 4.1 in no event will We be liable under this Agreement for any damages resulting from: (i) cancellation of flights or costs resulting from missed flights, (ii) loss of opportunity, and/or (iii) any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.

4.3 Except as provided in Clause 4.1 Our maximum aggregate liability to You for any cause whatsoever shall be for direct costs and damages only (this does not include flights, insurance, visas, vaccinations and any other elements that are outside of our control) and will be limited to a sum equivalent to 125% of the Event Fee paid and payable by You under this Agreement.

4.4 We hereby exclude to the fullest extent permissible under the applicable law all liability that We have not expressly accepted in this Agreement. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 4, "We" includes Our employees, Sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this Clause in terms of the Contracts (Rights of Third Parties) Act 1999.

4.5 Save as provided in Clause 4.6 You shall have no remedy in respect of any representation (whether written or oral) made to You upon which You relied in entering into this Agreement.

4.6 Nothing in this Agreement shall exclude or limit Our liability for any misrepresentation made by Us fraudulently.

4.7 We will not accept any responsibility for any illness, accident or loss, weather conditions, fire, civil or military disturbance, criminal activity, industrial action, mechanical breakdown, quarantine, border closures, government intervention or other event of force majeure where such events arise for reasons other than Our negligence. Although such circumstances are beyond our control, We shall make every effort to provide You with assistance if You are in difficulty. Should it become necessary to abandon an Event because of such an event, We will be entitled to retain such monies received necessary to cover costs incurred.

4.8 You accept that weather conditions may prompt the cancellation of scheduled events within an Event, and that We cannot be held responsible for such cancellations. Cancellation of events or sessions due to adverse weather conditions will be entirely at the discretion of the instructors or the In-Country Coordinator. No reimbursements will be made by Us for events or sessions lost to bad weather.

4.9 We accept no liability in respect of products or services procured by You from Third Party Suppliers or in respect of activities undertaken by You that are outside of those specified for Your Event.

5 Health and Safety

5.1 You are advised that the host countries for Our Events do not supply comprehensive free health services.

5.2 Whilst We are committed to ensuring the safety of Our clients, We do not accept liability for any negligence on the part of Third Party Suppliers or any other agents used by You, which are not connected to Your Event. Otherwise, We will provide as much assistance as is possible, whilst limiting that assistance to non-financial support. Any further help will be provided at the discretion of the In-Country Coordinator.

5.3 Should We, in case of emergency, provide You with any financial support, You are obliged to reimburse all monies given to You by Us within 6 weeks of the Event end-date. The provision of such financial support is entirely at Our discretion.

5.4 You accept that all sports and travel carry some risk of personal injury. You have the right to refuse the taking of any risks which You believe may endanger Your health and safety, or which are not covered by Your insurance as set out in Clause 6.1 below, and You agree that We will not be held liable for any injury or damage caused to You where You have taken a risk willingly, and the injury or damage arose other than as a result of Our negligence.

5.5 You accept that the health facilities in Your Event country may be of a lower standard to Your home country and consequently may not provide the level of treatment You expect in the case of an emergency.

6 Insurance

6.1 You accept that it is compulsory to obtain travel insurance to cover personal accident, medical and hospital expenses and repatriation. Your insurance must cover cancellation, curtailment, repatriation, legal expenses, medical and emergency travel, personal accident, personal liability, rescue and assistance, hijack, and travel delay. You are obliged to ensure that Your policy covers all sporting activities that You may be involved in during Your Event, which are provided by Our approved suppliers. You are required to provide Your insurance to Us at least 4 weeks in advance of the departure date.

6.2 Your Policy cover should extend beyond the planned length of the Event by at least two weeks. You acknowledge that, although We have said this is the minimal level, it still may not be adequate. We recommend that independent advice be taken.

6.3 We accept no responsibility for the loss of or damage to Your personal property unless it is caused by Our negligence, and it is recommended that You have personal insurance to cover loss of personal property by theft or accident.

6.4 You agree to indemnify Us in respect of any claim for loss or damage arising from any accident, personal injury, loss of life or damage to property caused by You during the course of the Event.

6.5 In the event of any damage caused by You to Our property You agree to reimburse Us in respect of any such costs and damages within 8 weeks of the Event end-date.

6.6 You are also advised to be aware of current Foreign Office travel advice in respect of countries to which You are travelling. See www.fco.gov.uk for further details.

7 Visas

7.1 Where a visa is required for the Event, You will be responsible for obtaining and submitting the necessary forms to the embassy concerned

7.2 Please note that all visas are issued entirely at the discretion of the embassy concerned.

7.3 We are not responsible for the issue of visas. You are responsible for ensuring that Your passport, visas and any other travel documents are valid for the duration of Your Event.

8 Balance Payments, Cancellations and Amendments Policy

8.1 You acknowledge that Your payment for an Event contributes to the overall costs of equipment, staff and administration, incurred by Us in planning and organising Your Event, and that We will have incurred the largest part of Our costs on a non-recoverable basis before the Event start-date. Therefore if Your Event is terminated either by Us in accordance with Clause 2.4 above or by You for any reason other than Our breach of this Agreement then the deposit is non-refundable. If the termination takes place:

- once your final balance has been paid two months prior to your departure date, you will receive no refund. However, you can request to switch your balance payment to another event held within 12 months of your cancellation. A £50.00 administration fee will be charged for this change.
- less than 30 days prior to departure, all monies are non-refundable and no transfers are permitted.

For the avoidance of doubt, in the event that You have not paid the applicable Event Fee as at the date of termination then You shall be liable for the balance of the Event Fee due less any amount due to be refunded.

8.2 Any request from You to amend a booking must be put in writing and sent to contact@runweekends.com. If we agree to transfer Your booking to an alternative Event, then provided such an alternative Event commences within 12 months of the original booked Event start-date, We will transfer the Event Fee or any part of the Event Fee that You have paid to the new Event less a sum of £50.00 to cover Our costs incurred in re-arranging the booking.

8.3 In the unlikely event of Us cancelling Your Event before the specified start-date other than as a result of a force majeure event as set out in Clause 4.7 above, We will refund to You whatever portion of the Event Fee You have paid. This will be the full extent of Our liability.

8.4 In the event of cancellation of an Event as a result of a force majeure event as set out in Clause 4.7 above then We shall retain whatever portion of the Event Fee paid is necessary to cover Our reasonable expenses incurred in organising the Event and refund to You the remainder. This will be the full extent of Our liability.

8.5 If You leave Your Event before the specified Event end-date other than as a result of Our breach of this Agreement, no refund will be made to You.

8.6 At point of booking, You have the option to pay in full or with a deposit of 20%.

8.7 The deposit of 20% is non-refundable.

8.8 Deposits of 20% are made at the point of booking for bookings made 60 days prior (or more) to the event date. If the event date is within 60 days at point of booking, you must pay in full at point of booking.

8.9 Once deposit has been paid, all remaining balances can be paid at any time (up to 60 days before the event date) by logging into the Easol Portal. (Multiple payments or in full)

8.10 The full balance must be paid 60 days before the event date. If the full balance is not paid 60 days before the event you will lose 100% of your deposit with your remaining paid balance returned to you within 30 days.

9 Complaints

9.1 With regard to any complaint or claim in connection with Your Event, You agree:

9.1.1 to ensure that, at the earliest possible opportunity, any perceived failure in the performance or improper performance of the contract, whether by Us or Our Sub-contractors, is communicated to the In-Country Coordinator so that Your concerns can be addressed; and

9.1.2 to notify Us in writing at Our offices as set out above with regard to any unresolved complaint or claim within 30 days of the Event end-date, setting out:

(a) the details of Your Event

(b) the nature of Your complaint or claim

(c) how best You feel We can resolve Your complaint or claim.

9.2 Any complaints directed against the In-Country Coordinator should be raised by phone or email directly to Us at our office.

9.3 Upon receipt of Your complaint or claim We shall investigate the details set out in Your notification and shall use Our reasonable endeavours to contact You

within 14 working days of receipt of Your notification to address Your complaint or claim.

10 Disciplinary Procedures

10.1 The Disciplinary Procedure may be invoked under Clause 2.3 or Clause 2.4 at the sole discretion of the In-Country Coordinator. If at any stage You feel that this procedure is being applied unfairly or without cause, You should raise this directly with The Coordinator and, if You feel the matter has not been resolved to Your satisfaction, You may raise a complaint in accordance with Clause 9 above.

10.2 The Disciplinary Procedure is as follows (unless otherwise stated in the Code of Conduct):

(a) Upon the first incident of unacceptable behaviour or a breach of the Code of Conduct, the In-Country Coordinator shall warn You verbally that Your behaviour is unacceptable and shall explain to You the reasons for this unacceptability.

(b) If such behaviour or breach continues, the In-Country Coordinator shall provide You with a written warning, stating that any recurrence may result in You being required by the In-Country Coordinator to leave the Event and, if appropriate, the country, without reimbursement of Your Event fees.

(c) Upon a subsequent repeat of the unacceptable behaviour or upon a serious breach of the Code of Conduct the In-Country Coordinator may, at their sole discretion, require that You leave the Event and, if appropriate, the country, without reimbursement of Your Event fees.

10.3 In the event that the Disciplinary Procedure is invoked under Clause 10.2 and You are required to leave Your Event and, if appropriate, the country, You agree to do so without causing fuss, disturbance or aggravation and at the time specified by the In-Country Coordinator.

11 Personal Data and Image Rights

11.1 In order to provide the services included within Your Event and to meet Our obligations with respect to Your health and safety We may distribute Your personal details, including but not limited to Your name, contact address, phone number, email address, and emergency contact and/or next of kin details to Our Sub-contractors who are involved in the provision of Your Event. Some of these Sub-contractors are located in countries not regulated by equivalent provisions to those in the Data Protection Act 1998 ("the Act") and You will not be able to rely on these provisions to ensure the security of Your personal data as defined within the Act. We shall request Our Sub-contractors to keep Your personal data confidential and to use it only for the purposes for which it is supplied and shall use Our reasonable endeavours to ensure each Sub-contractor's compliance with

this request. In submitting Your Application Form You accept that You are consenting to the transfer of Your personal data as set out in this Clause 11.1.

11.2 We may retain Your contact details after the Event end-date, for the purpose of providing You with information regarding other products or services that may be of interest to You. If You prefer not to receive such information, please notify Us in writing or by email.

11.3 We own the copyright and all intellectual property rights in any photographic, audio or video material produced by Our employees or agents which is produced during Your Event (the "Material"). You agree that We may use any such Material in which You appear for promotional and marketing purposes only and provided always that Our use of such Material shall not be in Our reasonable opinion defamatory or damaging to Your personal reputation. If You would prefer Us not to use such Material as described herein, please indicate this to Us in writing or by email. In the event that You believe either during or after Your Event that some Material may be defamatory or otherwise detrimental to You, You shall notify Us in writing or by email as soon as possible and We shall use Our reasonable endeavours to withdraw any such Material already published and shall cease to use any such Material in any further marketing or other publications forthwith.

12 Code of Conduct

12.1 You understand that by undertaking an Event arranged by Us you will be representing Us throughout the entire time you are living, working and interacting with the local community overseas. Furthermore, You will owe a duty of care to anyone who is involved with Your Event. Therefore, You agree to abide by the following Code of Conduct during Your Event and accept that should Your behaviour fail to comply with any of the conditions outlined below, the In-Country Coordinator reserves the right to commence the Disciplinary Procedure in accordance with the provisions of Clause 10 above which may ultimately result in the termination of Your Event and accommodation agreement.

12.2 The Code of Conduct is as follows:

(a) You will at all times respect local attitudes, cultures and beliefs. Specifically, You will not make comments of a derisory, sexist, or racist nature to anyone during Your stay. And You will dress, speak and behave appropriately at all times.

(b) You will not act in any way that is considered to be an anti-social manner by the In-Country Coordinator or local inhabitants at any time during Your stay. You will adhere to this specifically while under the influence of alcohol.

(c) You will arrive at Your Event on time each day and, in the event that You are delayed or cannot attend Your Event altogether, You will notify the Coordinator as far in advance as is reasonably possible. Alternatively, You may notify another individual, such as the In-Country Instructor or In-Country Staff member associated with your Event, provided that this individual has been expressly nominated in advance by the In-Country Coordinator.

(d) You will not take any time out from Your Event in order to undertake personal in-country travel or to spend time with friends or family unless You have informed the In-Country Coordinator in advance.

(e) You will not allow any person to enter or spend the night at Your accommodation unless You have obtained the express permission from the In-Country Coordinator in advance.

(f) You will leave Your accommodation on the Event End Date stated on your invoice unless You have obtained the express permission from the In-Country Coordinator. This includes local home-stays that You may have stayed with during Your Event which We sourced and introduced to You. You will not leave Your Event earlier than the intended end date without consulting the In-Country Coordinator.

(g) You will ensure that any equipment used by You, whether personal belongings or otherwise, are cleared away and kept tidy and orderly at all times, in both personal and communal living areas of the accommodation. You will treat Your Accommodation with respect. Failure to do so may result in You being asked to leave Your Event.

(h) You will not buy, handle or consume any illegal substance during Your stay. You understand that We have a zero-tolerance policy on this matter and anyone who is caught in possession of illegal substances or is suspected of using or handling them will be asked to leave their Event and Accommodation immediately in accordance with the provisions of Clause 10.2(c) above.

(i) You acknowledge that We explicitly advise against You developing sexual relations with any persons in the country where You are staying and You do so at Your own risk. Specifically, You accept and understand that there may be different attitudes to sexual relations in the countries that You visit, and that this could result in danger to Yourself. You also accept that health facilities may be of a lower standard in Your Event country and that HIV/AIDS and other sexually transmitted diseases may also be common. You acknowledge that You are aware of the risks of unplanned pregnancy, HIV/AIDS and other sexually transmitted diseases involved in unprotected sexual relations. You also acknowledge that You are aware that drugs are sometimes used in cases of rape/non-consensual sex and this may be a risk while socialising during Your Event.

(j) You will follow the advice of the In-Country Coordinator at all times. Failure to do so may put You or others in danger and may lead to You being asked to leave Your Event and Accommodation immediately in accordance with the provisions of Clause 10.2(c) above.

(k) You are responsible for Your health and wellbeing. You agree to deal with any medical ailment immediately and seek medical attention and the advice of Your medical assistance company, should You require it. You accept that health facilities in Your Event country may be of a lower standard than You are used to.

(l) You will ensure that return flight date falls before the expiration of any in country visa requirement. You understand that You need to obtain Your visa (if required).

(m) You acknowledge We run as a group and therefore respect the fitness and inclusion of others throughout the Event. You agree not to run out of sight of the In-Country Coordinator or put yourself or others in harms way.

(n) You acknowledge Our four key values; togetherness, friendship, discovery and adventure. The essence of the Event is one of inclusion.

(o) You acknowledge Our Events are not races, there is no medal and there will be no set routes or timing chips.

13 Agreement to Terms and Conditions

13.1 It is important that You read and understand these Terms and Conditions prior to submitting Your Application Form/ Paying Your deposit. If You have any questions or concerns about the meaning of any item in these Terms and Conditions, You are requested to raise these with Us before submitting Your Application Form/Paying Your deposit.

14 Law

14.1 This contract is subject to English law and is subject to the exclusive jurisdiction of the English Courts

Website Usage

This website is brought to you by the Brand Run Weekends via the 196 Group Ltd (the “Company”).

To contact us, email admin@runweekends.com

1 Acceptance of terms

1.1 Your access to and use of the <http://www.runweekends.com/> website and all information and materials contained on it (the “Website”) is subject exclusively to the following terms, conditions and disclaimers (the “Terms and Conditions”). Please read the Terms and Conditions carefully. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

1.2 By using the Website you are fully accepting the Terms and Conditions. If you do not accept these Terms and Conditions you must immediately stop using the Website.

1.3 Notwithstanding the provisions of clauses 1.1 and 1.2, certain sections or pages on the website may contain separate terms and conditions or disclaimers, which are to act in addition to the Terms and Conditions. In the event of any inconsistency between any such terms, conditions and/or disclaimers and the Terms and Conditions, the Terms and Conditions shall prevail

2 Advice

2.1 Neither the Company, nor any of its employees and contractors:

2.1.1 endorses or recommends in any way any of the products, services, websites, companies or publications referred to on the Website; or

2.1.2 is responsible for any liabilities arising from the procurement of any such products and/or services from those websites, companies and/or publications, or for their availability.

2.2 You should not rely on any information or opinions contained on the Website in making an investment or other decision but should obtain relevant and specific professional advice. Nothing contained on the Website constitutes or should be construed to constitute investment, legal, tax or other advice.

3 Changes to website

3.1 The Company reserves the right to:

3.1.1 change or remove (temporarily or permanently) the Website or any part of it (including, without limitation, changes to the layout, functionality or ‘look and feel’ of the Website, and the information made available on the Website) without

notice and you confirm that the Company shall not be liable to you for any such change or removal; and

3.1.2 change these Terms and Conditions at any time, and your use of the Website following any such changes shall be deemed to be your full acceptance of those changes.

4 Interactive Materials

4.1 Portions of this site may allow users to post their own material, which may be accessed and viewed by others. Materials posted by users do not necessarily reflect the views of the Company. You hereby agree that you will not submit, upload, post, advertise or transmit, distribute or otherwise publish any information or material which:

4.1.1 is (or is reasonably likely to be considered) defamatory, abusive, offensive, unlawful, threatening, obscene or otherwise objectionable;

4.1.2 restricts or inhibits (or is reasonably likely to restrict or inhibit) any other user from using the Website;

4.1.3 constitutes a criminal offence, gives rise to a civil liability or otherwise infringes any law or regulation or encourages conduct that would lead to any of these situations;

4.1.4 infringes any personal or proprietary rights of any third parties, including without limitation trademark, trade secret, copyright and patent rights;

4.1.5 contains a virus or any other harmful routine; or

4.1.6 constitutes or contains false or misleading indications of origin or statements of fact.

4.2 The Company reserves the right, at its sole discretion, to review, edit or delete any material posted by users which the Company deems to be in contravention of all, or any part of, clause 5.1.

5 Copyright and trade marks

5.1 All materials on the Website are either owned by the Company or are made available to it under licence by third parties. All material on the website is protected by copyright in the United Kingdom and other countries. All trademarks and/devices (including, but not limited to, the Company logo) displayed on the Website are owned by the Company or its licensors. Save as provided for in clause 5.2 of the Terms and Conditions, any use or reproduction of these trademarks and/or devices is prohibited. All rights are reserved.

5.2 The materials on this web site may be retrieved and downloaded solely for personal use. No materials may otherwise be copied, modified, published, broadcast or otherwise distributed without the prior written permission of the

Company. Any copies must not alter the original content of the Website and must reproduce the copyright notices on the Website.

5.3 For information on obtaining permission to reproduce or use our copyright material, please contact us.

6 Security

6.1 If you choose to send any electronic communications to the Company by means of the Website (whether by means of email or through forms made available on the Website), you do so at your own risk. We cannot guarantee that such communications will not be interrupted or changed or that they will reach the intended recipient safely.

7 Disclaimers and limitation of liability

7.1 The Website is provided on an "AS IS" and "AS AVAILABLE" basis and, to the extent permitted by law, without any representation or endorsement made and without warranty of any kind whether express or implied. Specifically, but without limitation, the Company does not warrant that:

7.1.1 the Website or any software or material available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose;

7.1.2 any information published is accurate, reliable, complete or appropriate for your specific purposes or circumstances; or

7.1.3 your use of the Website will be timely or secure.

7.2 The Company expressly disclaims any responsibility or liability for any material communicated by third parties through this Website.

7.3 In no event shall the Company, its employees or agents be liable for any direct, indirect or consequential losses, damages, costs or expenses resulting from access to or use of the Website or any linking to other sites from the Website or reliance on any information contained in the Website, whether through negligence, tort, breach of contract or otherwise and howsoever arising. This exclusion and limitation only applies to the extent permitted by law and is without prejudice to any express provisions to the contrary in any written licence or subscription agreement from the Company in respect of the use of any online service provided via the Website.

7.4 Nothing in the Terms and Conditions shall be construed so as to exclude or limit the liability of the Company for death or personal injury as a result of the negligence of the Company, or as a result of the Company's fraud.

8 Indemnity

8.1 You agree to indemnify and hold the Company harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company/Brand and/or its employees and/or agents arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of the Website.

9 Privacy

9.1 In order to improve our website and better serve website users, we may use software tools or 'cookies' to gather information about the browsing activities of visitors to the Website. A cookie is a piece of technology, sometimes called a text file, that is sent from a web server to a web browser enable the browser to remember certain information. The information held by a cookie can only be read by the person who sent it. The information that may be gathered includes the dates and times of visits, pages viewed, time spent at the site and the sites visited just before and just after visiting the Website.

9.2 If you provide any personal data to the Company through the Website, such data may be processed by the Company or any member of its group (including third party agents and companies based in countries where data protection laws might not exist or be of a lower standard than in the EU) for the purposes of aiding in the operation, design, marketing and/or promotion of present and future products and services of the Company and/or members of its group. The Company is committed to protecting your privacy and will take all reasonable steps to ensure that your personal data are kept secure against unauthorised access, loss, disclosure or destruction. If you wish, you may also have a copy of any of your personal data that the Company holds. The Company may, as allowed by law, charge a fee for this.

10 Severance

10.1 If any of the Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

11 Governing law

11.1 These Terms and Conditions shall be governed by and construed in accordance with English law and you hereby submit irrevocably to the exclusive jurisdiction of the English courts.