

## **TERMS OF USE POLICY**

This page (together with any documents referred to on it) explains to you the terms of use on which you may make use of the website ([www.thealpineclub.co.uk](http://www.thealpineclub.co.uk)) ("the Website"). Please read these Terms of Use carefully before you start to use the Website. By using this Website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Website.

### **TERMS OF USE**

1. The Website is operated by The Alpine Club - Les Trois Vallees Limited, a company registered in England and Wales under company number 4663234 whose registered office is at 223 Kings Drive, Eastbourne, Sussex, BN21 2UP ("the Company").
2. Access to the Website is permitted on a temporary basis and the Company reserves the right to withdraw or amend the service provided on the Website without notice. The Company shall not be liable if for any reason the Website is not available at any time or for any period. From time to time, the Company may restrict access to some parts of the Website, or the entire Website, if required. The Company aims to update the Website regularly and may change the content at any time. The Company may therefore have to suspend access to the Website, or close it if necessary. Any of the material on the Website may be out of date at any given time and the Company is under no obligation to update such material.
3. You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and that they comply with them.
4. The Company shall not be liable for and accepts no responsibility for any information presented by a third party including, but not limited to, pricing, liability in connection with any products, bookings and cancellations made directly with the third party, call backs, alterations, monetary transactions between you and the third party, the performance of the contract entered into between you and the third party or any circumstances that may arise during your holiday.
5. The Company does not guarantee that the information displayed on the Website is accurate. The Company makes every attempt to keep the content including the information about holidays on this Website as up-to-date as possible, but (in accordance with Clause 2) is under no obligation to do so.
6. Where the Company publishes and controls information on the Website, it will use all reasonable endeavours to correct errors or omissions as quickly as practicable after being notified of them. However, because of the complex technology that is required in operating the Website there may be times when obvious errors occur. For example, this may result in a price, product or service or other detail displayed being incorrect.
7. All details shown on the Website in relation to the holidays offered are subject to availability.
8. Any links provided on the Website to other websites are not intended to provide an endorsement by the Company and the Company will have no liability or responsibility for the content of this or those websites whatsoever. You must not establish a link to this Website from any other website without the Company's explicit written consent.
9. The Company cannot guarantee that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. You must not misuse the Website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

10. Any destination/attraction/travel guide information on this Website written or provided by the Company is purely for information. The Company endeavours to ensure that such information is accurate, however the Company provides no guarantee that such information is accurate. This information does not form part of your agreement with the third party and is provided solely as additional background content. The Company shall not be held liable in any way whatsoever for any inaccuracy, misunderstanding or expectation drawn from this content.
11. All rights in the Website, including copyright, the content and design of the Website, is owned by the Company or used under licence from third party owners. Any use of this Website or its contents, including copyright or storing it or them in whole or part, other than for your personal or non-commercial use is prohibited without the written permission of the Company. You are prohibited from copying, modifying, transmitting, distributing, selling, displaying, licensing or reproducing any content including images and other media on this Website for any commercial purpose.
12. The transmission of unlawful, threatening, defamatory, pornographic, political or racist material is strictly prohibited.
13. If you breach the provisions of these Terms of Use, the Company shall suspend or permanently terminate your access to the Website.
14. To the maximum extent permitted by law, the Company disclaims all liability, representations, warranties, whether express or implied by statute, custom or usage relating to the information contained in or services offered on this Website. This does not affect your statutory rights under English law. The Company does not limit or exclude its liability for death or personal injury caused by its negligence, or in respect of any fraudulent misrepresentation, or any other liability which it cannot exclude by law. The Company shall not be liable for any losses or damages (whether direct, indirect or consequential) whatsoever, whether in contract, tort (including negligence), or otherwise arising from this Website, or from any interruption or delay in accessing this Website.
15. Any material you upload to the Website will be considered to be non-confidential and non-proprietary and the Company has the right to use, copy, distribute and disclose to third parties any such material for any purpose.
16. The Company processes information about you in accordance with the **Privacy Policy** [LINK] displayed on the Website from time to time. By using the Website you consent to such processing and you warrant that all data provided by you is accurate.
17. These Terms of Use may vary from time to time. By using this Website you accept that you are bound by the terms and conditions in force at that time and displayed on this page.
18. If any part of these Terms of Use or any document referred to herein is illegal or unenforceable, such portion(s) shall be excluded from these Terms of Use and any relevant document to the minimum extent required and the balance of these Terms of Use and any relevant document shall remain in full force and effect and enforceable.
19. These Terms of Use and any documents or policies referred to herein shall govern the entire relationship between the parties to the exclusion of any other terms.
20. It is not the intention of the parties to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use.
21. These Terms of Use and any disputes that may arise between you and the Company will be governed by the laws of England and Wales and the parties shall submit to the jurisdiction of the English courts.