

## 9. WEBSITE CONDITIONS

Your website must contain a page that sets out terms for customers using your website. This can be called 'Website Conditions'. A suggested set of conditions is included below.

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This website is operated by [Baildon Travel Limited] ("we", "us" or "our" in these conditions).

Baildon Travel Limited, 2 Airedale House, Northgate, Baildon, West Yorkshire, BD17 6JZ

Registered office: 3 Westmoor Avenue, Baildon, West Yorkshire, BD17 5H

Company number: 08491854

We are a member of The Freedom Travel Group. By accessing, using, browsing or booking on this website you agree you have read, understood and are bound by these Website Conditions and by the booking conditions of the principal you enter a contract with. Nothing on this website shall constitute an offer to provide goods or services.

The holidays and other services on this website are only available for purchase by those who are aged 18 or over, who are making the purchase from within the UK and who have a UK address to which booking documentation may be sent. The business and the services we offer are governed by the applicable laws of England and Wales. We are not licensed to trade outside of the United Kingdom therefore we cannot accept booking requests from individuals who are not based in the UK. We do not accept bookings made by travel agents or other agents appointed on behalf of members of the public. Any bookings made in contravention of these conditions will be invalid and will be cancelled. In such circumstances, a refund will be given (less any charges we incur from the supplier), but we also reserve the right to charge an administration fee of £100 per booking.

No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this site, the services offered, or any information relating to such services and our business in any respect with any laws of any country other than the laws of England and Wales. Access to this site is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law. Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with exclusively by the Courts of England and Wales (unless you have booked your holiday in Scotland or Northern Ireland, in which case any disputes may be dealt with in the local courts in either country, as applicable). We reserve the right to deny access to this site at any time without notice. Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this site and/or to any services offered via this website.

We are a member of The Freedom Travel Group. The Freedom Travel Group Ltd is a member of ABTA and an Accredited Body of the CAA (who operate the ATOL scheme), which means you benefit from booking with an ABTA member and we can sell ATOL protected flights and flight inclusive packages. The Freedom Travel Group Ltd is part of the Thomas Cook Group. **Head Office:** 4th Floor, Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY. **Registered Office:** Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ. Registered in England Number: 03816981.

When you use this website you agree to be bound by the following obligations:

- You accept financial responsibility for all transactions made under your name or account
- You confirm you are 18 years of age or over and have legal capacity to make a booking.

- You warrant that all information you provide about yourself or anyone else is true and accurate.
- You will not use this site for speculative, false or fraudulent bookings.
- You will not use this site to transmit threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful.
- You will not modify, copy, transmit, distribute, sell, display, license or reproduce this site or any of its content in any way, except that one copy of any information contained within this site that is relevant to you or your booking may be made for personal, non-commercial use.
- You will make use of the security devices that we offer on this site and you will keep any passwords secret.

The booking conditions of the principal contain limitations and exclusions of liability to any person(s) who books and/or takes any of the holidays and/or travel arrangements advertised on this site. Cancellation and amendment charges are payable if a booking or other purchase is cancelled or amended by you after it has been confirmed. No warranties, promises and/or representations of any kind, express or implied, are given as to the nature, standard, suitability or otherwise of any services offered via this website. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) which may arise as a result, directly or indirectly, from the use of any of the information or material contained in this website and/or use of or access to any other information or material via web links from this site or any inability to access or use this website. These exclusions of liability apply only to the extent permitted by law. If any of these exclusions, in whole or part, is found to be unlawful, void or for any other reason unenforceable, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

Access to this website is free and you access and use it entirely at your own risk. This site is provided on an 'as is' and 'as available' basis. We accept no liability in respect of your inability to access or use the site at any time, nor for any failure to complete any transaction. We do not warrant that the site is free from computer viruses or other properties that may cause loss or damage. We do not accept any liability for any losses or claims arising from the downloading of viruses, or from the loss, corruption or other adverse effects to material that is downloaded or to any programs or data already on your own computer, nor for any website browser incompatibility problems. We accept no liability for breaches of security arising out of intentional and/or unauthorised attempts to access this site, for example, by computer hackers. We accept no responsibility for any material supplied for this site by independent contributors. The inclusion of any links on this site does not imply that we endorse or accept any responsibility for the linked site, its content or its provider. Access to a linked site will be subject to that site's own terms and conditions, to which you must refer.

We reserve the right to change or update these Website Conditions from time to time without prior notice to site users. The current version of the Website Conditions will be displayed on this website from the date on which any changes come into effect. Continued use of this website following any changes to the conditions of use shall constitute your acceptance of such changes.

The holidays and prices advertised on this website are not 'live'. Although prices and availability of holidays are updated very regularly, holidays are subject to availability and prices can change at any time. When you make a search on our website for a specific holiday, our website will then check the live availability and the current price with the tour operator's reservations system, therefore please allow for changes to occur before your final price is confirmed.

We may change any of the content of this website at any time without notice and without liability to you, including adding or removing discounts, offers, holidays, or other features or

services. We take all reasonable steps to ensure that all information on this website is accurate but cannot guarantee that this website is free of any errors. If any price shown on this website is obviously a mistake (i.e. is so low that any person, acting reasonably, would realise that it cannot be an accurate price), then any booking made based on such price will not be valid and we will be entitled to cancel any such booking and to provide you with a full refund. The prices and discounts shown on this site are applicable to bookings made via this site only and may vary from prices available via any other booking channels.

We reserve the copyright and all proprietary rights in this website and all its content. All intellectual property rights (including, without limitation, copyright and rights in and to databases and trade marks) subsisting in this site and its content, and in the software and source materials used in connection with it, are owned by us or by our parent or affiliate companies or by our licensors. The trading names and any other marks, logos and graphics displayed on this website are registered trade-marks and you are not granted any right or licence to use them.