

Terms and Conditions of Booking (the "Terms")

1. SERVICE PROVIDER

1.1. The events/activities are provided by The Hideaway Forest School (hereinafter referred to as "THFS", "we" or "us"), Our registered office is at 45 Rockside Drive, Bristol, BS9 4NX.

1.2. Subject to clauses 7, 8 and 24, we will use our reasonable endeavours to provide the events/activities advertised on our website.

1.3. We will provide the events/activities using reasonable care and skill.

1.4. We may appoint independent sub-contractors to run or assist on our events/activities or use third parties to arrange or supply certain aspects of our events/activities. You agree that our obligation to you is to use reasonable care in selecting competent, independent sub-contractors and third party suppliers to provide reasonable services related to the event/activities. You agree that THFS is not responsible for the actions or omissions of such sub-contractors or third party suppliers.

2. BOOKING, CONFIRMATION AND CONSENT FORMS

2.1. If you are making a booking for and on behalf of any other person, you represent that you are:

(a) the parent or legal guardian of such person if they are a minor; or (b) a duly authorised agent of such person.

2.2. If you are purchasing an event/activity as a gift, you agree that you will provide the recipient with a copy of these Terms and notify them that by attending the event/activity they will be deemed to have agreed to abide by these Terms.

2.3. To make a booking for a parent & toddler group ('Young Explorers') session, Family Forest School workshops, Forest school club, After school club or School Holiday Club, you must register on our online booking system and complete all the required information and pay in full. You must ensure that all information is complete and accurate. You will receive a confirmation email with full details of your booking and a link to useful information relating to your event/activity. To submit a booking request for any other event/activity, you must complete and submit the online booking form and pay the amount specified. You must ensure that all information provided in the booking form is complete and accurate. If we accept your booking request, we will e-mail (or otherwise issue) confirmation of your

booking to you and confirm the date the balance, if any, is due. Any outstanding balance must be paid by the due date specified in the receipt. If you haven't received a booking confirmation from us within 7 days of making your booking request, then please contact us at hideawayfs@gmail.com

2.4. By making an online booking or submitting a booking request, you agree to be bound by these Terms.

2.5. An online booking or booking request constitutes an offer by you to purchase an event/activity in accordance with these Terms. Once your booking request is accepted by us (by the issuance of a booking confirmation), a separate legally binding contract will come into existence (comprising these Terms, your online booking/booking request form and the booking confirmation) between us and each person named on the booking information (other than a minor, in which case the contract will be between you and us) (each, a "Contract"), provided, however, that you will remain liable for all payments due. The date on the booking confirmation is the date of such Contract.

2.6. These Terms, together with your online booking/booking request form and the booking confirmation constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in such Contract.

2.7. You must check the details on the booking confirmation when you receive it. If there are any errors please contact us immediately at hideawayfs@gmail.com

2.8. We reserve the right, in our sole and absolute discretion and without the need to give reason, to refuse to accept a booking/booking request. In such circumstances no contract will arise and we will return any payment accompanying your booking/booking request.

2.9. Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised price for an event/activity and/or to amend any of the information contained in the event/activity description.

2.10 All participants for the events and activities that are under 18 years of age at the time of the event/activity commencing will be required to submit a booking form, completed and signed by a parent or legal guardian. Failure to submit this completed form prior to the commencement of the event/activity will result in the participant being refused entry on to the

event/activity. In such circumstances, you will not be entitled to a refund of monies and we will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result, or for any other loss or damage howsoever caused.

3. PAYMENT

3.1. All event/activity fees are payable in Pounds Sterling ("Sterling").

3.2 Full payment must be made to The Hideaway Forest school (and received by us) at the time of making a booking/submitting a booking request in order to secure your place on the event/activity, unless otherwise agreed in writing by THFS.

3.3. If a deposit payment has been agreed in writing by THFS (pursuant to clause 3.2), then the balance of the event/activity fee, if any, must be paid by the date specified in that written agreement.

3.4. If you do not pay any balance in full by the due date, your booking will be deemed cancelled and you will forfeit your deposit.

3.5. Payment will be accepted by:

(a) Bank transfer – please contact us by phone or email (see the website for contact details) to arrange this

(b) PayPal, using our account [paypal.me/HideawayFS](https://www.paypal.me/HideawayFS)

(c) Cheque, which can be posted to us at the address above

(d) Childcare Choices, Tax-Free childcare vouchers – to be transferred by yourself at time of booking.

4. PRICE CHANGES

4.1. If our costs of running an event/activity increase for reasons beyond our reasonable control (including, without limitation, an increase in taxes, duties or fees by a government, other governmental action or an increase in the cost of transport, labour or materials) we reserve the right to increase the event/activity fee. Any such increase in the event/activity fee will be notified to you as soon as reasonably practicable. If the event/activity fee is increased by 10% or more, you will be entitled to cancel your booking and obtain a full refund of all monies paid to us. Otherwise, you will be required to pay such additional amount on the same terms as your original payment.

4.2. Our booking system is supplied by a third party supplier. Whilst we endeavour to ensure that the most up-to-date and correct prices are shown on our website and within the booking system, there is the possibility of an

inconsistent price between the two. Once we become aware of any such inconsistency, we will act promptly to rectify the inconsistency and we will endeavour to notify you as soon as reasonably possible. We reserve the right to cancel a booking made at an incorrect price under such circumstances and you will be given the choice of amending your booking to an event/activity at the correct price or obtaining a full refund of monies paid to us.

4.3. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such cancellation or for any other loss or damage howsoever caused arising out of such cancellation. We recommend that you take out appropriate insurance, which includes cover against such cancellation.

5. NUMBER OF PARTICIPANTS

5.1. Each event/activity is subject to a minimum number of participants for its operation and is subject to cancellation at short notice if there is an insufficient number of participants. If an event/activity is cancelled because of an insufficient number of participants, you will have the option of booking an alternative event/activity with us or receiving a full refund of monies paid to us. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such cancellation or for any other loss or damage howsoever caused arising out of such cancellation. We recommend that you take out appropriate insurance, which includes cover against such cancellation.

5.2. The event/activity description will specify whether the event/activity is subject to a maximum number of participants. Once the maximum number of participants has been reached, no more booking requests can be made.

6. CANCELLATION BY YOU

6.1. For events/activities that were booked using the online booking system, any cancellation must be notified in writing by the person who made the booking to: hideawayfs@gmail.com

6.2. If you cancel your event/activity/place, the following cancellation charges will arise:

‘Young explorers’ Parent & Toddler group

(a) 14 days or less before the event/activity is due to commence, 100% of the event/activity fee; or

(b) 15 days or more before the event/activity is due to commence, 20% of the event/activity fee.

Forest school workshops, Birthday Parties, Family sessions

- (a) 14 days or less before the event/activity is due to commence, 100% of the event/activity fee; or
- (b) 15 days or more before the event/activity is due to commence, 20% of the event/activity fee.

Holiday clubs

- (a) 7 days or less before the event/activity is due to commence, 100% of the event/activity fee; or
- (b) 8 days or more before the event/activity is due to commence, 20% of the event/activity fee.

Private Events/Activities for Schools & other Organised Groups

- (a) 24 days or less before the event/activity is due to commence, 100% of the event/activity fee; or
- (b) 25 days or more before the event/activity is due to commence, 20% of the event/activity fee.

6.3. In the event that you cancel your event/activity/place before the event/activity is due to commence, but it is then purchased by another customer at an equal or greater value, THFS will award a refund less 20% cancellation fee, as at 6.2.b

6.4 Failure to attend an event/activity will be deemed a cancellation and you will forfeit 100% of the event/activity fee.

6.5. You acknowledge and agree that it is reasonable for such a cancellation charge to arise given the requirement for us to make preparations and payments for an event/activity substantially in advance of the commencement of the event/activity

6.6. We appreciate that wholly unforeseen events may result in your cancellation of an event/activity booking. We therefore recommend that you take out appropriate insurance, which includes cover against such cancellation.

6.7. If you leave an event/activity prior to its completion, you will forfeit all sums paid to us.

7. CANCELLATION BY US

7.1. We reserve the right, in our sole and absolute discretion, to cancel an event/activity or all or any bookings prior to the commencement of an

event/activity for any reason whatsoever at short notice (including, without limitation, if the minimum number of participants required for an event/activity is not fulfilled). In these unusual circumstances, all monies paid to us will be repaid in full.

7.2. An event/activity may also be cancelled either before or after its commencement for reasons of Force Majeure (as defined in Term 20 below).

7.3. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such cancellation or for any other loss or damage howsoever caused arising out of such cancellation. We recommend that you take out appropriate insurance, which includes cover against such cancellation.

8. CHANGES BY US

8.1. An event/activity description constitutes only an indication of what the event/activity is planned to accomplish. The event/activity description does not form part of the Contract between you and us. Although we will use our reasonable endeavours to provide an event/activity as described, the nature of the events/activities we offer necessitates a degree of flexibility and you accept that any aspect of an event/activity (including, without limitation, the content, location, route or order) may be affected by and/or altered due to circumstances beyond our control or in the interests of the participants. You accept that delays and alterations and their results, such as inconvenience and discomfort, are possible.

8.2. Any additional expenses due to alterations shall be borne by each participant.

8.3. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of any alterations to your event/activity or for any other loss or damage howsoever caused arising out of such alterations. We recommend that you take out appropriate insurance, which includes cover against such costs, expenses, losses or damage.

9. HEALTH, DIET AND LANGUAGE

9.1. Generally, our events/activities require you to be in good physical and mental health and, by attending the event/activity, you confirm that you are physically capable of participating in the event/activity and that you are in good health with no medical history that would make it dangerous (to you or others) for you to participate. Some events/activities may have specific

fitness requirements as more fully described in the relevant event/activity description on our website.

9.2. If you have a special medical requirement or health condition, you must inform us prior to the commencement of your event/activity.

9.3. If you have any special dietary requirements or allergies, you must inform us prior to the commencement of your event/activity.

9.4. For the health and safety of all participants, it is your responsibility to have sufficient fluency in English to understand safety instructions which will be given in English.

9.5. If in the sole opinion of the event/activity leader:

(a) you are unable to keep up with or participate in the event/activity or your health or fitness may compromise your safety or the safety of others on the event/activity; or (b) there is a problem of effectively communicating with you and this is causing a danger to you and/or others on the event/activity, you may, in the absolute discretion of the event/activity leader, be removed from the event/activity (and, if necessary, this may be against your will). In such circumstances, you will not be entitled to a refund of monies and we will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such removal or for any other loss or damage howsoever caused arising out of your removal. You will, on demand, reimburse us for our reasonable costs of effecting your removal.

9.6 Insect populations vary according to location, weather and time of year. In many locations, insects are unavoidable and are a natural part of the outdoors experience. We recommend that you come prepared with appropriate protection.

10. YOUR EQUIPMENT

10.1. You are responsible for bringing the appropriate clothing and equipment to an event/activity, guidance of which will be sent to you after your booking has been confirmed and available on our web page.

10.2. Any information provided by us on such matters as climate, clothing, baggage and special equipment is given in good faith but without responsibility on the part of THFS.

10.3. All luggage and personal equipment are, at all times, at your own risk. We will not be responsible whatsoever for any loss or damage to your luggage and/or personal equipment.

11. USE OF EQUIPMENT AND LAND

11.1. You must use all reasonable care in the use of:

(a) any of our property and equipment; (b) property and equipment provided by our suppliers; and (c) the land used during the event/activity; and you must comply with all reasonable instructions from our event/activity leaders and their assistants in relation to its use.

11.2. We reserve the right to charge you for the cost of replacement or repair of items of property or equipment lost or damaged by you during an event/activity. If any property or land is damaged by you during an event/activity, we also reserve the right to charge you for the cost of reinstating the property or land to the condition it was in before you damaged it.

12. YOUR CONDUCT

12.1. Specific event/activity rules will be explained to you at appropriate times during the conduct of an event/activity. You must observe these rules and the reasonable instructions of our event/activity leaders and their assistants at all times.

12.2. You must conduct yourself in a reasonable manner at all times and maintain standards of conduct which are consistent with the aims of the event/activity.

12.3. Parents, guardians, teachers and those in comparable roles in respect of minors must maintain control of those minors at all times, to the satisfaction of our instructors and ensure that they observe all rules and the reasonable instructions of our event/activity leaders and their assistants and conduct themselves in a manner consistent with the aims of the event/activity.

12.4. If, in the sole opinion of the event/activity leader, your behaviour is deemed unsafe or unacceptable for whatever reason, you will, in the absolute discretion of our event/activity leader be removed from the event/activity (and, if necessary, this may be against your will).

Circumstances in which this may occur include, without limitation, your intoxication; use of non-prescription drugs; disorderly, abusive or dangerous behaviour; intentional damage to property and failure of control over minors. In such circumstances, you will not be entitled to a refund of monies and we will not be liable to pay any compensation or incidental

costs or expenses that you may incur as a result of such removal or for any other loss or damage howsoever caused arising out of your removal.

12.5. You will, on demand, reimburse us for our reasonable costs of effecting your removal.

13. SUBSEQUENT INSTRUCTION

13.1. Unless otherwise stated in the event/activity description, participation on one of our events/activities does not qualify you to subsequently conduct training courses of a similar nature and we do not condone or certify you to instruct anything for which you have received instruction from THFS.

14. RISKS

14.1. It is a fundamental term of booking that you acknowledge and accept the risks and hazards that may be involved in the events/activities conducted by us, including serious injury or death, loss or damage to property, discomfort and inconvenience.

14.2. In particular, you acknowledge and accept that:

(a) natural areas and waters are subject to natural forces which may result in obstacles and hazards which can be life threatening or cause injury; (b) being in natural areas may result in encounters with wild animals, which can be life threatening or cause injury; and (c) weather may change rapidly and may be extreme, presenting obstacles and hazards which can be life threatening or cause injury.

14.3. Save as otherwise required by law, participants take part in events/activities at their own risk.

15. EVENT/ACTIVITY DATE CHANGES

15.1. Should you wish to change the date of your event/activity, you may do so if you give us more than 56 days' notice prior to the event/activity (14 days for 'Young explorers' parent and toddler group), and provided that there is space available on the date you wish to change to.

15.2. Any such change may be subject to an administration fee of 20% of the event/activity fee.

16. IF YOU HAVE A COMPLAINT

16.1. If you have a complaint during your event/activity, you must bring it to the attention of your event/activity leader at the earliest appropriate opportunity in order that remedial action may, if appropriate, be taken. You expressly acknowledge that it is unreasonable to take no action during the event/activity, but to complain later. Any outstanding complaint not resolved during the event/activity must be notified to us in writing within 30 days of the scheduled end of the event/activity. To the extent permitted by law, we will not be liable in respect of any claims/complaints raised later than 30 days from the end of the relevant event/activity.

17. MINIMUM IMPACT

17.1. We respect natural environments, endeavouring to have as little impact on them as possible. We will insist on strict environmental practices to ensure the continued quality of the natural environments in which we conduct our events/activities. Procedures for sanitation, rubbish disposal and clean-up will be explained by your event/activity leader and/or their assistants at appropriate times during the conduct of an event/activity. You must observe these practices at all times.

18. EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY

18.1. Nothing in these Terms shall limit or exclude our liability for:
(a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

18.2. Subject to clause 19.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising out of or in connection with the provision of, or failure to provide, an event/activity; and (b) our total liability to you in respect of all other losses arising out of or in connection with the provision of, or failure to provide, an event/activity, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid by you for the event/programme.

18.3. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

18.4. This clause 18 shall survive termination of any Contract and the completion of any event/activity.

19. FORCE MAJEURE

19.1. For the purposes of these Terms, a Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, without limitation, the following: (a) strikes, lock-outs, boycott or other industrial action (whether involving our workforce or any other party); (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) act of God (including, without limitation, fire, tempest, storm, flood, earthquake, subsidence, epidemic, pandemic, or other natural disaster); (d) failure in the provision of any utility, including power, gas, water, or communication services; (e) malicious damage or sabotage; (f) compliance with any law or governmental order, rule, regulation, sanction, embargo or direction; (g) breakdown, cancellation or failure of machinery or transportation (including, without limitation railways, shipping, aircraft, motor transport or other means of public or private transport); or (h) default of suppliers or subcontractors.

19.2. We will not be liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event.

19.3. If the Force Majeure Event prevents us from commencing or completing the event/activity as planned we shall, without limiting our other rights or remedies, in the sole discretion of the event/activity leader either (i) seek an alternative means of meeting the event/activity objectives in the time available, provided the event/activity leader determines that it is reasonable and safe to do so (including, without limitation, achieving the objectives of the event/activity at a different location or by following a different itinerary or route); or (ii) cancel the event/activity immediately.

20. VARIATION OF TERMS

20.1. These Terms may be varied at any time, without notice. You will be subject to the Terms in force at the time that you make a booking request, unless any change to the Terms is required by law or government or regulatory authority in which case, the revised Terms shall apply to any booking you have previously made.

20.2. Before you enter into a Contract with us, we reserve the right to amend any of the events/activities, services and/or prices described on our website.

21. DATA PROTECTION POLICY

21.1. Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking request with us. You are responsible for ensuring that other members of your party are aware of these Terms and our Privacy Policy and that they consent to you acting as agent on their behalf in your dealings with us. We may disclose this information to police, social services and other educational establishments if safeguarding is a cause for concern. Only information necessary for this purpose will be disclosed to them. We may use your information for the purposes set out in our Privacy Policy. Some information, for example relating to your health, may be “sensitive personal data” within the meaning of the Data Protection Act 1998 (as amended from time to time). We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking request. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone attending the event/activity. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you in accordance with our Privacy Policy. You will be charged a fee for this. Any request should be addressed to hideawayfs@gmail.com

22. SEVERABILITY OF TERMS

22.1. If any particular term or condition shall be held void or unenforceable in whole or part by any court or other competent authority, the remaining terms and conditions, and the remainder of the term or condition affected, shall remain in full force and effect.

23. CONSTRUCTION OF CERTAIN REFERENCES

23.1. In these Terms, the following rules apply:
(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a person includes its personal representatives, successors or permitted assigns; (c) a reference to a statute or statutory provision (i) is a reference to such statute or statutory provision as amended or re-enacted from time

to time and (ii) includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted from time to time; (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (e) a reference to writing or written includes e-mails.

24. GOVERNING LAW AND JURISDICTION

These Terms and each Contract and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English courts.

Terms and Conditions of Website Use

1. ACCEPTANCE OF TERMS

1.1. Your access to and use of www.hideawayforest.com ("our Website") is subject to these terms, conditions and disclaimers (the "Terms of Use") and the Privacy Policy. Please read these Terms of Use carefully before you start to use our Website. By using our Website you accept the Terms of Use in full and agree to abide by them. If you do not accept these Terms of Use or any part of them you must not use our Website.

1.2. You must be at least 18 years of age to use our Website or, if you are under 18 years of age, have the permission of your parent or guardian to use our Website. By using our Website you warrant and represent that you are at least 18 years of age or otherwise have the permission of your parent or guardian to use our Website.

2. ABOUT US

www.hideawayforest.com is a Website operated by The Hideaway Forest School ("THFS", "we", "us" or "our"). We are a sole trader. Our registered address is at 45 Rockside Drive, Bristol, BS9 4Nx. You can contact us by email at hideawayfs@gmail.com

3. ACCESSING OUR WEBSITE

3.1. Access to our Website is permitted on a temporary basis, and we reserve the right to suspend, withdraw or amend the contents of our

Website (in whole or in part) or any services provided via our Website or advertised on our Website without notice and without the need to give reason.

3.2. We will not be liable if for any reason our Website is unavailable at any time or for any period.

3.3. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users who have registered with us.

3.4. If you choose, or you are provided with, a user identification code, password or any other piece of information to access restricted areas of our Website, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code, password or other piece of information, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use. We may also disable your identification code, password or other piece of information in our sole discretion without notice or explanation.

3.5. You are responsible for making all arrangements necessary for you to have access to our Website.

3.6. You must ensure that all persons who access our Website through your internet connection are aware of these Terms of Use and that they comply with them.

4. INTELLECTUAL PROPERTY AND LICENCE TO USE

4.1. All copyright, trademarks and all other intellectual property rights in our Website and its content (including, without limitation, our Website design, brands, logos, text, artwork, photographs, images, audio material, video material, audio-visual material, graphics and all software and source codes connected with our Website) are owned by or licensed to THFS or otherwise used by THFS as permitted by law. Other than the rights of use set out below, all such rights in respect of our intellectual property are reserved.

4.2. You may view, print and download material from our Website for your own personal, non-commercial use, subject to the restrictions set out below and elsewhere in these Terms of Use.

4.3. Unless otherwise agreed by us in writing, you must not:

- (a) republish material from our Website or reproduce any part of our Website (including republication or reproduction on another website);
- (b) sell, rent or sub-license material from our Website;
- (c) show any material from our Website in public;
- (d) use any part of the materials on our Website for a commercial purpose;
- (e) edit or otherwise modify any material on our Website;
- (f) redistribute material from our Website;
- (g) frame the content of our Website or use any similar technology in relation to the content of our Website (i.e. make it look like it is still on your Website); or
- (h) 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.

4.4. In using any material from our Website (as permitted in these Terms of Use), our status (and that of any identified contributors) as the authors of the material on our Website must always be acknowledged.

4.5. Nothing contained on our Website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any logos, brand identities and other trademarks and service marks (collectively, the “Marks”) that are the property of, or are licensed to, THFS and displayed on our Website without written permission of THFS or any third party that may own a Mark displayed on our Website.

4.6. If you wish to make any use of material on our Website other than that set out above, please address your request to hideawayfs@gmail.com

4.7. We take the protection of our intellectual property very seriously. If we discover that you have used our copyright materials, trademarks and/or other intellectual property rights in contravention of the permitted uses set out in these Terms of Use, we may pursue action against you or bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

5. PROHIBITED USES

5.1. You must not use our Website:

(a) in any way that causes, or may cause, damage to our Website or impairment of the availability or accessibility of our Website or which is otherwise harmful in nature including, without limitation, transmitting, storing, hosting, sending, uploading, using, publishing or distributing any material that contains (or is linked to) spyware, adware, computer viruses, Trojan horses, worms, time-bombs, keystroke logger, root kit, corrupted data, or other potentially harmful or malicious software or data;

(b) in any way which is, or may be, or which encourages conduct that is or may be, unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) to transmit or send unsolicited or unauthorised commercial communications (including, without limitation, any advertising, marketing or promotional material) and/or links to such communications.

(d) to conduct any systematic or automated data collection activities (including without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our Website unless you have received our express written consent.

6. USER GENERATED MATERIAL

6.1. In these Terms of Use, user generated material means material (including, without limitation, text, images, artwork, graphics, photographs, audio material, video material and audio-visual material) that you submit to our Website, for whatever purpose.

6.2. Any submissions you make to our Website must:

(a) be accurate (where they state facts);

(b) be genuinely held (where they state opinions); and

(c) comply with applicable law in the UK and in any country from which they are submitted.

6.3. Submissions must not contain any material that is discriminatory; obscene, offensive, hateful or inflammatory; pornographic; defamatory; liable to incite racial hatred; promotes violence; in breach of confidentiality or privacy; which may cause annoyance, inconvenience or needless anxiety or embarrassment to others; fraudulent; to impersonate any person, or to misrepresent your identity or affiliation with any person or company;

likely to deceive any person; give the impression that it emanates from us, if this is not the case; or which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to applicable law or regulation (including, without limitation, breach of intellectual property rights and computer misuse).

6.4. We reserve the right to edit or remove any material submitted to our Website, or stored on our servers or hosted or published on our Website.

6.5. By submitting material to our Website, you warrant that any such material complies with these Terms of Use, and you indemnify us for any breach of that warranty.

6.6. Any material you submit to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

6.7. Notwithstanding our rights under these Terms of Use in relation to user generated material, we do not undertake to monitor the submission of such material to, or the publication of such material on, our Website. We will not be responsible, or liable to any third party, for the content or accuracy or completeness of any materials submitted by a user of our Website.

7. RELIANCE ON MATERIAL

The contents of our Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

8. LINKS TO THIRD PARTY WEBSITES

8.1. Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information and convenience only. Any link to other websites or resources is not an endorsement of such websites or resources and we make no representations about them or any material contained in them. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you choose to access a third party website linked to from our Website, it is at your own risk.

8.2. If you would like us to remove a link to your website that is included on our Website, please contact us at hideawayfs@gmail.com. However, unless you have a legal right to demand removal, such removal will be at our discretion.

9. LINKING TO OUR WEBSITE

9.1. We welcome links to our Website. If you would like to link to our Website, you may only do so on the basis that you link to, but do not replicate, any page on our Website, and subject to the following conditions:

- (a) you only do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- (b) you do not in any way suggest or imply any form of association, approval or endorsement on our part where none exists;
- (c) you do not misrepresent your relationship with us or present any false information about us;
- (d) you do not link from any Website that is not owned by you or for which you do not otherwise have permission;
- (e) your website must not contain any material that is discriminatory; obscene, offensive, hateful or inflammatory; pornographic; defamatory; liable to incite racial hatred; promotes violence or which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to applicable law or regulation;
- (f) you must not use our logo to link to our Website (or otherwise) without our express written permission;
- (g) you must not frame the content of our Website or use any similar technology in relation to the content of our Website (i.e. make it look like it is still on your Website); and
- (h) links pointing to our Website should not be misleading and appropriate link text should always be used.

9.2. You agree that, should we request the deletion of a link to our Website that is within your control, you will promptly delete the link.

9.3. We reserve the right to withdraw linking permission without notice

10. SPAM

10.1. We have a zero-tolerance towards spam. In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose

10.2. Our messaging systems automatically scan all incoming email and other messages and filter-out messages that appear to be spam.

10.3. No message filtering system is 100% accurate and from time to time legitimate messages may be filtered out by our systems. If you believe this has happened to a message you have sent, please advise the message recipient by another means. You can reduce the risk of a message being caught by the spam filters by sending the message in plain text (i.e. no HTML), removing any attachments, and ensuring that your messages are scanned for malware before dispatch.

10.4. In the unlikely event that you receive any message purporting to be from us or sent using our systems that may be considered to be spam, please contact us at hideawayfs@gmail.com the matter will be investigated.

11. DISCLAIMERS AND LIMITATION OF LIABILITY

11.1. We take reasonable steps to ensure that the information on our Website (other than user generated material) is correct. However, we do not warrant or guarantee the completeness or accuracy of the material displayed on our Website. We may make changes to the material on our Website at any time and without notice. The material on our Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up-to-date.

11.2. To the maximum extent permitted by law, we (and any other party (whether or not involved in producing, maintaining or delivering our Website or services in connection with it)) hereby expressly exclude:

(a) all representations, warranties, conditions and other terms relating to our Website and the use of our Website which might otherwise be implied by statute, common law or the law of equity;

(b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any Websites linked to it and any materials posted on it, including, without limitation any liability for servicing or repair costs, any loss or corruption of any data, database or software, loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of

goodwill; wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11.3. Nothing in these Terms of Use shall be construed so as to exclude or limit our or your liability for (i) death or personal injury resulting from negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; or (iii) fraudulent misrepresentation as to a fundamental matter; or (iv) any other liability which cannot be excluded or limited under the laws of England and Wales.

12. INDEMNITY

You hereby indemnify and hold THFS and its employees and agents harmless from and against all liabilities, damages, losses, costs and other expenses (including, without limitation, legal fees and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms of Use or other liabilities arising out of your use of our Website.

13. INFORMATION ABOUT YOU

13.1. We process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

13.2. We will report any breaches of applicable law or regulation to law enforcement authorities and we will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person using our Website or submitting material to our Website in breach of applicable law or regulations.

14. TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

Contracts for the supply of goods or services formed through our Website or as a result of visits made by you are governed by our Terms and Conditions of Booking together with our Privacy Policy.

15. CHANGES TO WEBSITE TERMS OF USE

15.1. We may:

(a) change or remove (temporarily or permanently) our Website or any part of it without notice and you confirm that THFS shall not be liable to you for any such change or removal; and

(b) change these Terms of Use at any time, and by continuing to use our Website following any changes you confirm that you accept such changes and agree to abide by them, so please check this page regularly to ensure that you are familiar with the current version. Unless otherwise stated, the current version shall supersede and replace all the previous versions of the Terms of Use.

16. ASSIGNMENT

16.1. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent.

17. SEVERABILITY

If any provision of these Terms of Use should be determined to be invalid, illegal and/or unenforceable for any reason by any court or other competent authority then such provision shall be severed and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable. If any invalid, illegal and/or unenforceable provision would be valid, lawful and/or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. BREACH

18.1. Without prejudice to our other rights under these Terms of Use, if you breach any of these Terms of Use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to our Website, prohibiting you from accessing our Website, blocking computers using your IP address from accessing our Website, contacting your internet service provider to request that they block your access to our Website, bring court proceedings against you and/or we may take any other action available to us in law. We exclude liability for any action taken in response to your breach of these Terms of Use.

18.2. Our failure to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit our rights in respect of such breach.

19. EXCLUSION OF THIRD PARTY RIGHTS

These Terms of Use are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms of Use is not subject to the consent of any third party.

20. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Policy constitute the entire agreement between you and us in relation to your use of our Website and supersede all previous agreements in respect of your use of our Website.

21. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales and by accessing our Website you submit to the exclusive jurisdiction of the English courts, although we retain the right to bring proceedings against you for breach of the Terms of Use in your country of residence or any other country.

22. YOUR CONCERNS

If you have any concerns about material that appears on our Website, please contact hideawayfs@gmail.com