

## **The Holiday Insiders' Club Membership Terms and Conditions**

### **1. Introduction**

- 1.1.** These terms and conditions (together with our privacy notice and website terms of use (which can be found on our website at [www.girlabouttravel.co.uk](http://www.girlabouttravel.co.uk) ("the Website") (and "Terms and Conditions") confirm the basis on which we supply **The Holiday Insiders' Club Membership ("the Membership")**, via the legal entity **GA Marketing and Comms Ltd**, to you the person purchasing the Membership ("You").
- 1.2.** Please read these Terms and Conditions carefully before applying to join and placing your order. By placing your order to join the Membership you are agreeing to be bound by these Terms and Conditions. Should you not wish to be bound by these Terms and Conditions then you should not proceed with any order or attempt to join the Membership.
- 1.3.** Our Agreement commences when we provide you with your welcome email and login details and shall continue until it is terminated in accordance with these Terms and Conditions.

### **2. Definition and Interpretation**

- 2.1.** For the purposes of these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

Founding Member	means an individual that becomes a Member during the launch period of the Membership. The decision to offer Founding Member status shall be at our absolute discretion
Member	means the person accessing the Membership and paying the Membership Fee.
Membership Fee	means the amount payable in advance by the Member which entitles them to access the Membership; The membership fee is £5.99 per month until the member chooses to cancel the membership.
Membership Period	means the time period which begins the day after the Membership Fee is paid and continues until the member chooses to cancel their membership.

## Membership Services

- means any or all of the services provided as part of the Membership including, but not limited to access to the 'Members only' Holiday Insiders' Club which includes:
- - A private Community with forums and chat groups filled with like-minded women.
  - Access to a registered ATOL & ABTA Travel Agent & Tour Operator to secure bookings on your behalf.
  - Monthly Destination or Travel Style Themed content.
  - Access to a Travel Agent.
  - Access to exclusive itineraries

## Membership Area

means the private area located at [www.girlabouttravel.co.uk](http://www.girlabouttravel.co.uk)

## Preferred Suppliers

### **Our Approved Travel Agent is:**

Fundraising Futures Community Interest Company, trading as Charitable Travel, a community interest company registered in England and Wales with company number 12319823 and registered office at Contingent Works, Broadway Buildings, Elmfield Road, Bromley, Kent, BR1 1LW, England ("**Preferred Supplier**");

Terms & Conditions of Booking can be viewed here: [www.charitable.travel](http://www.charitable.travel)

### **Our approved Tour Operator is: North America Travel Service**, a division of Kennedy Travel (Yorkshire) Ltd.

Kennedy Travel (Yorkshire) Limited, a company registered in England and Wales with company number 1325708 and registered office at The Kennedy Building, 48 Victoria Road, Leeds, West Yorkshire, England, LS11 5AF

Fully bonded under the Civil Aviation Authority (CAA) Air Travel Organisers' Licensing.

**Terms & Conditions of Booking can be viewed here:**  
<https://www.northamericatravelservice.co.uk/terms-and-conditions/>

And are also available within the Holiday Insiders' Club membership

### 3. **The Membership Services**

- 3.1. The Membership Services shall be delivered to you by us. You accept and understand that we are not a travel agency or tour operator and we do not provide travel services,

accommodation, tours, or experiences. Should you require such services you can make enquiries directly with our Preferred Suppliers.

- 3.2. Access to the Membership Area and all the Membership Services is online only and no alternative will be provided.
  - 3.3. We will deliver the Membership Services with reasonable care and skill consistent with best practices and standards applicable within our marketplace and shall ensure that the content is of satisfactory quality, fit for purpose, and as described.
  - 3.4. In delivering the Membership Services we may engage the services of our employees, contractors, Preferred Suppliers, and other third-party providers as we deem necessary.
  - 3.5.** Any information, support, and guidance we provide to you as part of the Membership is not personal to you and should not be taken or relied upon as advice, guidance, or information personal to your own situation or circumstances.
  - 3.6. It is your responsibility to ensure that you have in place the necessary requirements to allow you to access the Membership Area and use the Membership Services as provided. We shall not be liable to you in the event you are unable to access the Membership Area or any of the Membership Services.
  - 3.7. The Membership Area is provided on an 'as-is' and 'as available' basis. From time to time we may be required to undertake changes or amendments to our Membership Area or our systems and processes, which includes routine and unexpected maintenance. We shall not be liable for any lack of accessibility to the Membership Area or our systems or processes which is caused due to routine or unexpected maintenance.
  - 3.8. When accessing the Membership Area, you agree not to take any action which seeks to disable or in any way interfere with any of our systems or processes or tests or seeks to test the vulnerability of any of our systems or processes.
  - 3.9. The Membership Area is a private area. To gain access to the Membership Area you will be required to set up an account and it shall be your responsibility to:
    - 3.9.1. provide the correct information to set up your access to the private area or create your account; and
    - 3.9.2. keep your password or any other access information private, safe, and secure; and
- to notify us should you become aware of or suspect that a third party is aware of your password or access details.

#### **4. What we expect from you as a Member**

- 4.1. By applying to become a member you are confirming that you are over 18, legally capable of entering a legally binding contract and that all information you provide to us is true and accurate.
- 4.2.** You agree to keep your access to the Membership and any private groups or areas private, and not to share, disclose, assign, sell or license any part.

- 4.3. As part of the Membership Services, you may have access to fitness, health or wellness related content which may include physical activities or challenges ("**Activities**"). You accept and acknowledge that it is your responsibility to ensure that you are fit and well before engaging in any Activities and that during any Activity you remain responsible for monitoring your own physical condition so that you do not exceed the limits of your physical capabilities. If at any time you feel unwell you must stop and seek medical assistance. If you are unsure as to your physical capabilities, then you should not engage in any of the Activities.

You accept and acknowledge that we are not registered health practitioners and that we are unable to provide any advice, undertake any assessment of your health or your physical capabilities, or provide any recommendations concerning travel or activities which require an assessment of your health or physical capabilities.

- 4.4. As part of the Membership Services, we may provide you with recipe ideas and inspiration. Any such information is intended for general use and information only and we do not take into account nutritional information, potential allergies, or intolerances. It shall be your responsibility to review any recipe before using it and ensure that the ingredients are suitable for you to consume.

## 5. **Access to our Community**

We want to ensure that everyone accessing the Membership and becoming part of our community feels safe and comfortable and therefore we ask you to agree to conduct yourself in a reasonable and responsible manner at all times when accessing the Membership Area and any of our community areas or private groups ("**Groups**") and not to act in a manner which may cause offence, distress or alarm to any other individual accessing them.

- 5.1. When you access the Membership Area or any Groups, you agree:

5.1.1. not to use them for any unlawful purpose.

5.1.2. not to record any part of the Membership Services or Groups or capture or share images of any other Member or that include any other Member without that Member's express permission.

5.1.3. that access is at your own risk; and

5.1.4. NOT to upload, post, transmit or otherwise make available content that:

- a) is by its nature defamatory, libelous, obscene, demeaning or which causes offence to another individual whether intended or not.
- b) discloses personal and/or confidential or sensitive information about another person.
- c) is threatening or causes another individual accessing the Services to feel harassed or in fear; and/or
- d) is classed as spam.

- 5.2. If you become aware of any inappropriate behaviour, comments, or content being shown or displayed within the Membership Area, any of our Groups, on our Website, or during the delivery of any aspect of the Membership you agree to notify us as soon as possible.

## **6. Your purchase of the Membership**

- 6.1. Your application to join and purchase of the Membership is a contractual offer that we may, at our sole discretion, choose to accept.
- 6.2. When you make an application to purchase access to the Membership you'll be required to acknowledge that you wish access to be provided immediately and that you acknowledge and agree that you will lose your legal right to change your mind and cancel the Membership except in accordance with these Terms and Conditions. Your other statutory rights as a consumer are not affected.
- 6.3. Our welcome email and issue of your login details confirms our acceptance of your application and our legally binding agreement.
- 6.4. In the event we are unable to fulfil your application we will notify you by email and provide a full refund of any Membership Fee paid.
- 6.5. We reserve the right to make changes to the Membership, in whole or part, as we reasonably require without notice to you. If we make changes, we will ensure the Membership still matches the original description or we will offer a reasonable alternative, except where the change enhances the original description. We shall not be liable for any reasonable changes or cancellations that are made to the Membership.

## **7. Access to our Preferred Suppliers and transactions made through our Website**

- 7.1. As part of our Membership Services, you may receive access to our Preferred Suppliers who may provide you with travel related information, offers and services. Our Preferred Suppliers are selected by us due to their outstanding levels of customer service and high level of travel experience. We only work with Preferred Suppliers that are ATOL and ABTA registered.
- 7.2. Our Preferred Suppliers are independent contractors and are not our agents or employees and whilst we shall use our reasonable endeavours to ensure the information we include from them as part of our Membership Service is up to date and accurate we are unable to guarantee the accuracy of any information or that it is free from errors or omissions.
- 7.3. Where, as part of the Membership Services, we facilitate enquiries through our Preferred Suppliers, our actions are simply as an advertising intermediary or introducer for the Preferred Supplier and not as agent.
- 7.4. Should you choose to take advantage of any of the information, offers or services advertised by our Preferred Suppliers on our Website then any enquiry or any subsequent purchase, agreement or transaction will be made between you and the Preferred Supplier directly. It will be the Preferred Supplier that will be responsible for processing any payment that you make and for fulfilling any agreement that you make with them. Since we shall not be party to any purchase, agreement, or transaction then any dispute or conflict that may arise should be directed to the Preferred Supplier directly and not to us.
- 7.5. Where you make any purchase or transaction with a Preferred Supplier then you will be bound by the Preferred Supplier's terms and conditions of sale, their privacy policy and any other guidance, policies, or terms of use that they provide to you, and it shall be your responsibility

to review and ensure that you understand that information and those terms and conditions before you enter into any agreement, transaction, or purchase with them.

- 7.6. You agree and accept that any purchase or transaction made with a Preferred Supplier is at your own risk and that we shall have no liability for any act or omission of a Preferred Supplier or any other individual or party connected with your enquiry, purchase, agreement, or transaction. Any decision to enter into an agreement, purchase or transaction with any Preferred Supplier shall be entirely your decision and it shall be your responsibility to ensure that you undertake such investigations or enquiries as are necessary to fully understand the nature or content of any agreement, purchase or transaction and ensure that it meets your expectations, needs or requirements.
- 7.7. In the event you make a purchase or transaction through our Preferred Suppliers, or based upon information obtained in connection with the Membership, you will remain responsible for ensuring that you are fit to travel, that you comply with any legal requirements to travel including but not limited to, obtaining any required travel visas, licences, certifications or consents, that you are responsible for checking any immunisation or health requirements to enable you to travel and that you obtain any necessary insurances.
- 7.8. We confirm that where you successfully complete any purchase, agreement, or transaction with any Preferred Supplier that we may receive a commission from the Preferred Supplier. Details of any commission that we receive is available upon request

## 8. **Payments and Charges**

- 8.1. The Fee for access to the Membership is £5.99 per month (**"The Membership Fee"**) excluding any launch offer.
- 8.2. All payments to be made to us shall be made in GBP £ and are inclusive of VAT and any other taxes which may apply.
- 8.3. Payment can be made by Credit & Debit Card via Stripe.
- 8.4. Time for payment of the Fee shall be of the essence and shall be made without deduction, set off, or any form of withholding except as is required by law and we must receive cleared payment before you are entitled to access the Services.
- 8.5. If you choose to pay the fee by credit or debit card, then you authorise us to charge your payment method. If it is rejected, or fails, but you have still received access to the Membership Services, you agree to provide full payment of the Fee within 7 days from access to the Membership Services being provided.
- 8.6. We reserve the right to change our Membership Fee at any time. Any changes will not affect the price of an annual subscription where payment has already been made and a welcome email sent.
- 8.7. If you are accepted into the Membership as a Founding Member then, subject to your continuous subscription to the Membership, your annual Membership Fee will remain at the Founding Member rate until you cancel your Membership, or it is otherwise terminated in accordance with these Terms and Conditions.

- 8.8. Cleared payment of the Membership Fee must be received by us before you are entitled to access the Membership Services.
- 8.9. At the end of your Membership Period, unless further payment of the Membership Fee is made to renew and continue your Membership, your access to the Membership Site and any Membership Services will be terminated. Any Founder Member status will also cease.

## 9. **Refund Policy**

- 9.1. No refund policy shall apply to your purchase of the Membership as explained in clause 6.2, save where a fault exists as set out in clause 11.2
- 9.2. You accept and understand that in light of the no refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. Should you have any concerns with the Membership then you agree to raise your concerns with us in accordance with these Terms and Conditions. In the event you choose to pursue a chargeback claim without first contacting us, then you accept that such action shall constitute a breach of these Terms and Conditions and you shall indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider as a result of your actions, along with the our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

## 10. **Cancellation and Termination**

- 10.1. You shall have the right to cancel your membership by providing us with a minimum of 14 working days' notice. In accordance with Clause 9, despite cancellation, you will not be entitled to a refund unless clause **11.2 applies**.
- 10.2. Your Membership will automatically terminate at the end of your Membership Period if payment of the Membership Fee for the following Membership Period is not paid in full.
- 10.3. For the safety, protection and benefit of other Members, we reserve the right to cancel your access to the Membership and/or any of the Membership Services at any time. In the event such a situation arises we do not need to provide a reason for the cancellation and any refund will be considered at our absolute discretion.
- 10.4. We reserve our rights to terminate your access to the Membership Services, with immediate effect, if you:
  - 10.4.1. commit a material breach of your obligations under these Terms and Conditions; or
  - 10.4.2. fail to provide payment of any amount due in respect of the Membership Fee as and when it becomes due; or
  - 10.4.3.** have a bankruptcy or similar financial order made against you or.
  - 10.4.4.** act or behave in a way which we reasonably consider may have a detrimental effect on our business or reputation; or
  - 10.4.5. fail to positively engage with the Services or impair the delivery of the Services; or
  - 10.4.6. fail to abide by any of these Terms and Conditions or any other guidance we may provide whether such action constitutes a material breach or not.

10.5. Upon termination of this arrangement for any reason:

10.5.1. all terms which either expressly or by their nature relate to the period after the delivery of the Services or expiry or termination of the same shall remain in full force and effect; and

10.5.2. you will no longer have any access to the Membership Services, Membership Area, any Groups, or any Content, unless we have expressly agreed in writing otherwise; and

10.5.3. You shall cease to use, either directly or indirectly any Content or Confidential Information, and shall immediately return to us any documents in your possession or control which contain a record of any Confidential information.

## 11. Complaints or Concerns

11.1. In the event you have any concerns as to any aspect of our delivery of the Membership you agree to notify us of such concerns by email to [support@girlabout.co.uk](mailto:support@girlabout.co.uk) as soon as possible and allow us reasonable time to investigate your concerns and resolve them before you take any further action. For the purposes of this clause further action includes stopping payment of the Membership Fee or making any chargeback or similar claim.

11.2. If you experience a fault or other issue with any of the Membership Services please let us know immediately by email to [support@girlabout.co.uk](mailto:support@girlabout.co.uk). We shall use our best endeavours to remedy the fault and where we are unable to fix it then you may be entitled to a full or partial refund. For further information concerning your rights as a consumer please contact your local Citizens Advice Bureau.

## 12. Confidentiality

12.1. We want to create a safe and secure space for everyone accessing the Membership and any Groups and so the protection of confidentiality is very important to us. When you disclose Confidential Information to us, we agree not to communicate or disclose it, make it available to others, or use it for our own purposes without your consent.

12.2. Where we disclose Confidential Information to you, or where it is disclosed by another Member or individual accessing our Services, you agree that the Confidential Information belongs solely and exclusively to the person disclosing it, and that you will not share it or use it in any way other than in discussions as part of your use of the Services.

12.3. In these Terms, Confidential Information means ideas, know-how, business related information, personal information and other confidential and/or proprietary information ("**Confidential Information**"). It excludes any information that was already known to us before you provided it, or where it was already in the public domain, created by us, or provided to us separately by someone else without any breach of these Terms and Conditions.

12.4. If we provide you with access to materials, information, resources, data and/or other content as part of your Membership ("**Content**"), you agree to only use it in connection with your use of the Services and not to copy, disclose, share, or otherwise use it for any commercial reasons without our express consent.

12.5. Our obligations shall not apply where it's necessary for us to disclose in connection with legal proceedings, prospective legal proceedings, to allow us to obtain legal advice, where we have

been directed to do so by a court or other body of equivalent jurisdiction or where we reasonably believe you are at risk of danger to yourself or others.

### 13. **Intellectual Property**

- 13.1. We take the protection of our Intellectual Property Rights in relation to our Content and our Membership very seriously.
- 13.2. When you purchase access to the Membership, we will grant to you a personal, limited, non-transferable, non-exclusive, revocable licence to access, view and use any Content we provide to you solely for the purposes as intended by these Terms and Conditions. All other uses are strictly prohibited.
- 13.3. Where any Content contains intellectual property belonging to a third party, its use will be subject to that third party's terms and you shall be responsible for seeking consent to use it. We shall not be liable to you in respect of your use or attempted use of any Content that contains material belonging to a third party.
- 13.4. When you purchase and access the Membership you agree and undertake that from the date of purchase that you WILL NOT:
  - 13.4.1. copy, reproduce, sell, license, share or distribute any of our Content, whether during the period of provision of the Membership, or at any time thereafter;
  - 13.4.2. infringe any of our copyrights, patents, trademarks, trade secrets or other intellectual property rights or any such rights belonging to another Member or individual accessing the Services.
- 13.5. In the event of your breach of your obligations relating to our Intellectual Property then damages, loss, or irreparable harm may arise, and, in such circumstances, we shall be entitled to seek relief, including injunctive relief against you.
- 13.6. The provisions above shall continue in force notwithstanding termination for any reason.

### 14. **Your Personal Data and how we use it**

- 14.1. Personal data in these Terms and Conditions means any information which is capable of identifying another individual, as further defined within the General Data Protection Regulation 2016/679 ("**GDPR**").
- 14.2. Any Personal Data you provide to us will be maintained, stored, accessed, and processed in accordance with recognised data protection laws and legislation including the GDPR. We shall only process your Personal Data to the extent reasonably required to enable proper delivery of the Membership and shall retain it only for as long as reasonably necessary to allow completion and delivery of our obligations and to comply with any legal or regulatory requirements. For full details of how we process, use, collect and store your Personal Data please refer to our privacy notice which can be found at [www.GirlAbout.com](http://www.GirlAbout.com).
- 14.3. As part of the delivery of the Services your image may be recorded in photographs, images or screenshots by us, or other individuals accessing the Services and shared on social media. By purchasing our Services and agreeing to these Terms and Conditions you are providing your consent for your image to be used. Should you wish to revoke your consent you can do so by emailing us at [support@girlabout.co.uk](mailto:support@girlabout.co.uk)

15. **Reviews and Testimonials**

- 15.1. If you share testimonials, reviews, comments, information, graphics or images (**“Member Content”**) with us you are granting to us, free of charge, permission to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, that Member Content in any way as we reasonably require within our business or to lawfully promote our business. You can amend your consent at any time by emailing us.
- 15.2. When sharing Member content, you confirm that you have the legal right to share it and that it doesn't infringe any third party's intellectual property or other rights.
- 15.3. Where you provide us with a testimonial, review or similar information (**“Review”**) then in doing so you consent for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to lawfully promote our business. You can amend your consent at any time by emailing us.
- 15.4. These provisions shall survive termination.

16. **Liability**

- 16.1. Your purchase of access to the Membership and your compliance with these Terms and Conditions does not constitute or imply any business relationship other than as set out within this Agreement.
- 16.2. We warrant that the content of the Membership is of satisfactory quality and reasonably fit for the purposes in which it is intended to be used as described on our Website and social media platforms.
- 16.3. Where we provide recommendations, reviews, opinions, or similar comments within the Membership then such comments are based upon our personal opinions or the opinions of our employees, associates, members, or Preferred Suppliers and are for general information purposes only. Nothing within our Membership or on our Website or social media platforms constitutes advice and should not be taken or interpreted as such.
- 16.4. Where we provide information concerning travel to a particular destination we DO NOT represent or warrant that travel to that destination is advisable or without any risk. It shall be your responsibility to check that the destination is safe for you to travel and to check any legal requirements to allow you to travel or to enter or leave the destination and we shall not be liable for any damages or losses that may arise.
- 16.5. Where you enter a purchase or transaction with a Preferred Supplier you do so at your own risk. We shall not be liable for any act, omission, errors, representations, warranties, breach or negligence of any Preferred Supplier or any personal injury, death, property damage or other damages and expenses resulting from your purchase or transaction with a Preferred Supplier.

**16.6.** We have made every effort to accurately represent the Membership and the Membership Services. Any testimonials, reviews and/or examples of experiences from others are not intended to represent or guarantee that you will have the same or a similar experience.

**16.7.** We do not warrant or guarantee that your access to the Membership will be:

16.7.1.accessible via your particular hardware or software;

16.7.2.free from interruptions or errors;

16.7.3.free from defects;

16.7.4.suitable for your particular business situation or circumstances.

**16.8.** Save for the warranties set out above, all warranties and representations are excluded to the fullest extent permitted by law. When you access the Membership and use any of our Membership Services or those offered by our Preferred Suppliers you do so at your own risk and we shall not be liable (whether caused by us, our agents, employees, Preferred Suppliers or otherwise) to you for:

16.8.1.any indirect, consequential, or special damages, losses or costs;

16.8.2. any loss of profits, business, data, reputation or goodwill or any such anticipated losses;

16.8.3. any failure to deliver the Membership Services where we are prevented due to a reason behind our reasonable control; or

16.8.4. any losses arising from your choices of Membership Service requested or your use of the Membership Services once delivered.

**16.9.** In the event damages are incurred by you as a result of our default or breach of these Terms and Conditions, our entire liability is limited to the amount of the Membership Fee paid by you as at the time the loss is sustained. You agree and acknowledge that this clause 16.9 is fair and reasonable given the nature of this arrangement and the provision of the Membership Services.

**16.10.** We shall not be liable to you where we have informed you of a problem with the Membership and provided you with a free update to resolve any problem and you have failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.

**16.11.** Nothing in these Terms and Conditions seeks to excuse or limit your legal rights as a consumer. For further information concerning your legal rights please contact your local Citizens Advice Bureau.

**16.12.** Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.

**16.13.** During the term of your Membership, and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or clients, or our or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or clients.

**16.14.** In the event a dispute arises in connection with these Terms and Conditions and the provision of the Membership Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible 30 days following mediation then either of us shall be at liberty to commence legal action.

## **17. Contact between us**

**www.girlabouttravel.co.uk and the Holiday Insiders' Club** is owned and operated by GA MARKETING & COMMS LTD, ("We", "Us"), from our office at and our contact email address is 6 Berebinder House, Tredegar Road. London E32EN [support@girlabout.co.uk](mailto:support@girlabout.co.uk) ("GAT").

**17.1.** All communication between us will be via electronic means. We shall contact you using the email address that you provide to us, and it shall be your responsibility to contact us if that changes. Where we need to provide you with information, we shall do this via email or by posting information on our Website. You can contact us using the details set out below.

**17.2.** If you need to contact us or provide us with any notice, please email us at [support@girlabout.co.uk](mailto:support@girlabout.co.uk)

## **18. General**

**18.1.** No failure to actively enforce any provision of these Terms shall constitute a waiver, diminution or limitation of any right.

**18.2.** Where any part of these Terms is deemed invalid or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

- 18.3. We'll make every effort to deliver the Services in accordance with these Terms but we'll not be liable for any delay or failure caused by an act, event, omission or accident beyond our reasonable control ("**Events**"), including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, lockdown, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur then time for delivery of the Services shall be extended until a reasonable time after the Event and under no circumstances will we be liable for any loss or damage suffered by you as a result.
- 18.4. If an Event arises, we'll email you to confirm the nature and extent of the Event and any steps we are taking to mitigate its impact and effect.
- 18.5. If the Event continues for longer than 6 months then either one of us shall be entitled to terminate by providing 14 days' notice. Termination in these circumstances shall be without prejudice to the rights of either party in respect of any breach of these Terms occurring prior to termination. Any refunds will be considered at our discretion.
- 18.6. These Terms and Conditions shall be governed by the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.
- 18.7. You agree that no other representations have been made by us to induce you into purchasing the Membership and no modification or variation to these Terms and Conditions shall be effective unless agreed in writing.
- 18.8. Save as provided for in clause 16.13 the Contracts (Rights of Third Parties) Act 1999 shall not apply.