

BarrheadTravel

The Holiday & Tailor-Made Travel Specialists

Barrhead Travel Service Ltd

Website Terms and Conditions

1 About our Terms

- 1.1 These Terms explain how you may use our website (the "**Site**") which is provided by us to you free of charge.
- 1.2 References in these Terms to the Site are to the following website: www.barrheadtravel.co.uk, and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
 - 1.6.1 e-mail contact: info@barrheadtravel.co.uk *e-mails will be responded to Monday to Saturday: 9am to 5pm*), or
 - 1.6.2 telephone 0800 484 0310 (calls will be answered Monday to Saturday: 9am to 5pm). We may record calls for quality and training purposes, or
 - 1.6.3 write to us at Barrhead Travel Service Limited, 190-194 Main Street, Barrhead, Glasgow, G78 1SL.
- 1.7 The following definitions apply to these Terms:

"**Booking Terms and Conditions**" means the terms and conditions available via the following link which will apply to any holidays that you book via the Site:

[www.barrheadtravel.co.uk/upload/corporate/Terms_and_Conditions/Barrhead Travel Booking Terms and Conditions.pdf](http://www.barrheadtravel.co.uk/upload/corporate/Terms_and_Conditions/Barrhead_Travel_Booking_Terms_and_Conditions.pdf)

"**Content**" means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

"**Contribution**" means any contribution of Content made to the Forum by a user of the Site;

"**Forum**" means the interactive blog and forum which forms part of the Site and allows users of the Site to post Contributions;

"**Malware**" means any malware (including, but not limited to, any viruses, worms, Trojan horses, spyware, adware, time bombs, logic bombs or keystroke logging software) or other similar harmful or malicious software code;

"**Privacy and Cookie Policy**" means the policy available via the following link which governs how we process any personal data collected from you and how we use cookies in the Site:

<https://www.barrheadtravel.co.uk/privacy-policy>

"**Site**" has the meaning given to it in clause 1.1;

"**Terms**" means these terms and conditions of use as updated from time to time under clause 12;

"**Unwanted Submission**" has the meaning given to it in clause 6.1;

"**We, us or our**" means Barrhead Travel Service Limited, a company incorporated and registered in Scotland with company registration number SC057208, VAT registration number 264907928 and registered office at 190/194 Main Street, Barrhead, Glasgow, G78 1SL. References to us in these Terms also includes our group companies.

"**You or your**" means the person accessing or using the Site or its Content.

1.8 We are a member of ABTA and the International Air Transport Association (IATA).

1.9 Your use of the Site means that you must also comply with our Privacy and Cookie Policy.

2 Using the Site

2.1 The Site is for your personal and non-commercial use only.

2.2 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at info@barrheadtravel.co.uk.

2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

2.5 By using the Site you warrant and confirm that:

2.5.1 you are over the age of eighteen (18) years and have legal capacity to contract with us;

2.5.2 you shall keep your password and other account details confidential

2.5.3 you accept financial responsibility for all transactions made under your name or account;

2.5.4 all information you provide about yourself and about anyone else shall be true, accurate and not misleading;

2.5.5 you will not use the Site for speculative, false or fraudulent bookings of holidays (or related products and services provided by us);

2.5.6 you will not use the Site for the transmission of threatening, defamatory, pornographic, political or racist material, or any material that is otherwise unlawful or offensive;

- 2.5.7 you shall not modify, copy, transmit, distribute, sell, display, license or reproduce this Site or any Content in any way;
- 2.5.8 you shall not reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Site, the Forum or any Content thereon.
- 2.6 We make every effort to check and test material on our Site. However, we cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from the Site.
- 2.7 **You agree to indemnify us against any loss, liability, claim, demand, damage, or expenses (including legal fees) that we may incur in connection with your use of the Site in breach of these Terms.**

3 Use of the Forum

- 3.1 If you wish to post a Contribution to the Forum you need to register by completing the registration form at <https://community.barrheadtravel.co.uk/login/>. If we accept your registration, you may post a Contribution by selecting the area in which you would like to post and selecting either "start new topic" or "reply to this topic" or "add comment"
- 3.2 When you post a Contribution, the following details will appear when your Contribution is published: Name, location of post within the community, time posted, how many posts you have contributed to the community to date. If you want your Contribution to be published anonymously, you need to tick the relevant box.
- 3.3 You agree that:
- 3.3.1 any Contribution you supply to us:
- 3.3.1.1 is your own original work;
- 3.3.1.2 has been lawfully provided to us (in particular, it is not in breach of any intellectual property rights of any third parties) and that you have all necessary consents to provide this to us; and
- 3.3.2 you waive all moral rights you may have in any such Contribution (including, but not limited to, the right to be identified as the author of the Contribution) but that any personal data you supply with your Contribution may, if we choose to do so, be used by us as described in our Privacy and Cookie Policy.
- 3.4 You further agree, when using the Forum:
- 3.4.1 to be relevant when making a Contribution;
- 3.4.2 to be respectful to other users when making a Contribution, in particular:
- 3.4.2.1 not to deliberately post hostile messages (also known as 'trolling', 'flaming' or 'bashing');
- 3.4.2.2 not to befriend any other users in an abusive or exploitative manner (also known as 'grooming');
- 3.4.3 that any Contribution:
- 3.4.3.1 when it includes any opinion, is a genuinely held opinion

3.4.3.2 when it includes any facts, is true and accurate

3.4.3.3 does not contain (or promote) any:

- (a) foul language or profanities;
- (b) violent material, pornographic material or activity that is illegal;
- (c) material which is invasive of a third party's privacy;
- (d) material which shows support or praise for terrorism or acts of terrorism, organised crime or hate groups.
- (e) advertising or marketing material (whether for commercial or non-commercial gain) including, but not limited to, material derived from deceptive techniques such as 'astroturfing', 'flogging' or 'sock puppetry';
- (f) spam, junk mail, chain letters, material regarding any pyramid promotional schemes, or any similar material;
- (g) patentable ideas or patent applications;
- (h) material which you regard as confidential, commercially sensitive or valuable;
- (i) material which means we are liable to any third party;
- (j) material which infringes the rights of any third party;
- (k) material which means that you are in breach of any duty that you have towards a third party or generally (this might include, but is not limited to, material that you are not allowed to make available such as under any contract of employment or confidentiality agreement);
- (l) Malware;
- (m) statements or suggestions that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- (n) any material which might bring us, the Forum or the Site into disrepute;

3.4.4 that any Contribution to the Forum will be lawfully made. In particular, you agree that any Contribution will:

3.4.4.1 not be in contempt of court;

3.4.4.2 not be harmful, threatening, harassing or offensive;

3.4.4.3 not be discriminatory;

3.4.4.4 not have any fraudulent purpose (including, but not limited to, impersonating any other person or not being entirely truthful to us when you register as a user of the Forum);

3.4.4.5 not be defamatory, derogatory or offensive,

3.5 We will decide, acting reasonably, whether any Contribution breaches any of these Terms.

3.6 Although our moderators will try to keep all objectionable Contributions off of the Forum, it is almost impossible to review all Contributions posted. As such we need your help to keep our Forum strong. We ask you to let us know of any users who appear to be breaching these Terms by using our built-in reporting tool. Our moderators reserve the right to remove, edit, move or close any Contributions found to be violating these Terms and suspend or ban users found to be in breach.

4 Ownership, use and intellectual property rights

4.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

4.3 The name 'Barrhead Travel' and associated logos are trademarks of ours. Other trademarks and trade names may also be used on this Site, some of which may belong to us or our licensors. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

4.4 If you believe that our Site or any Content posted on our Site infringes your rights (including, by way of example, any copyright works or trademarks owned by you) please contact us using the details above. We will need to know full details of the work, where it is displayed on our Site and a statement that reproduction has not been authorised by you.

5 Software

Software may be made available for you to download in order to help the Site work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal rights are under, e.g. the Consumer Rights Act 2015, what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you). All such software is solely for your personal use in a non-commercial manner. Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

6 Submitting information to the Site

6.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable ("**Unwanted Submissions**"). While we value your feedback, you agree not to submit any Unwanted Submissions.

6.2 Any Unwanted Submissions shall be deemed to be our property and we may use any Unwanted Submissions as we see reasonably fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

7 Accuracy of information and availability of the Site

7.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

7.2 We may suspend or terminate operation of the Site at any time as we see fit.

7.3 You may have certain legal rights when using the Site (such as if our Booking Terms and Conditions apply to you). These are also known as 'statutory rights' as they are derived from laws such as the Consumer Rights Act 2015. A summary of your key rights is set out in the Booking Terms and Conditions.

7.4 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

7.5 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

8 Hyperlinks and third party sites

8.1 The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site

8.2 You may not display any hyperlink to any third party website when you make a Contribution unless you have our permission to do so.

9 Limitation on our liability

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

9.1.1 losses that:

9.1.1.1 were not foreseeable to you and us when these Terms were formed; or

9.1.1.2 that were not caused by any breach on our part; or

9.1.1.3 are indirect or consequential

9.1.2 business losses; and

9.1.3 losses to non-consumers.

9.1.4 loss of use of, data or profits arising out of or in connection with the use of the Site.

9.2 If any of these limitations, in whole or in part, are found to be unlawful, void or unenforceable for any other reasons, 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.

10 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

11 Rights of third parties

Except for our group companies, affiliates, directors, employees or representatives, a person who is not a party to these Terms has no right to enforce any of these Terms.

12 Variation

These Terms are dated on 6 July 2017. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

13 Additional Terms

13.1 We may add to these Terms or replace them with additional terms and conditions ("**Additional Terms**") which relate to specific Content or the Forum. Additional Terms will be made available on relevant pages of the Site. You should therefore check the Site from time to time to check to see whether any Additional Terms apply to you. Additional Terms shall prevail to the extent there is any conflict or inconsistency with any other of these Terms.

14 Disputes

14.1 We will try to resolve any disputes with you quickly and efficiently.

14.2 If you are unhappy with us please contact us as soon as possible.

14.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

14.3.1 let you know that we cannot settle the dispute with you; and

14.3.2 give you certain information about our alternative dispute resolution provider (if any).

14.4 These Terms are governed by Scottish Law. This means that any dispute or claim arising out of or in connection with these Terms will be governed by Scottish Law. You and We both agree that the courts in Scotland will have non-exclusive jurisdiction to hear such disputes. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of England and Wales, you may also bring proceedings in England and Wales.

15 General

15.1 Unless otherwise expressly stated in these Terms, all notices from you to us must be in writing and sent to our contact address set out above and all notices from us to you will be displayed on the Site from time to time.

15.2 If any part of these Terms is unenforceable the enforceability of any other part of these Terms will not be affected.

If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.