



THE
GLOBAL RETREAT
COMPANY

These Terms and Conditions are the standard terms for the provision of Services by **THE GLOBAL RETREAT COMPANY LIMITED**, a limited liability company incorporated in England with registration number 10572930, whose registered office is 60 Adam and Eve Mews, London W8 6UJ, UK; ("**GRC**") and form the contract between GRC and you the User ("**you**")

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a User to access and/or use certain areas of the Website, as detailed in Clause 6;
"Business Day"	means any day other than a Saturday, Sunday or bank holiday in England;
"Calendar Day"	means any day of the year;
"Confidential Information"	means any information which is expressly described as confidential or which either Party ought by its nature to know is confidential which shall include information about you which is of a sensitive and confidential nature;
"Content"	means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Services; BUT excluding Retreat Content;
"Contract"	means the contract for the provision of Services, as explained in Clause 3;

“Data Protection Legislation”

means the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) (where applicable to the storage, retention and processing of European Union member’s personal data) and the Data Protection Act 2018, the retained European Union law version of the GDPR (the “**UK GDPR**”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all other applicable laws and regulations relating to the processing of personal data and privacy in the relevant territory whether now or in the future in force, including where applicable the guidance and codes of practice issued by the ICO or the territorial equivalent;

“Engagement”

means any contract for the provision of an Experience entered into by a Retreat with a User;

“Experience”

means the services received by a User from a Retreat in terms of an Engagement; excluding Extras which are payable in addition to the Price at the end of the Experience;

“Expert Review”

means a review posted on the Website by one of Our employees or a

“Extras”

means transfers, additional services such as additional spa or other treatments, excursions, sporting and other events, sundry extras such as mini bar tabs, purchased goods, food and beverages etc. which are payable in addition to and not included in the Experience;

“ICO”

means the United Kingdom’s Information Commissioner’s Office;

“Intellectual Property”

means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, graphical user interface, menu command hierarchy and any other proprietary information (whether registered, unregistered, pending or applied for);

“Introduction”	an introduction will be deemed to have taken place where GRC has provided a Retreat with contact details of a User, or where a Retreat corresponds with a User following an approach by a User to the Retreat via the Services and “Introduced” shall be construed accordingly;
“Party”	means either the User or GRC as the case may be and “Parties” shall mean both of them;
“Personal Data”	has the meaning set out in the UK GDPR;
“Platform”	means the hardware and software environment in which the software element of the Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;
“Price”	means price payable for the cost of the Retreat Services and/or Experience including, fees, deposits, commission, outlays, taxes and others as specified in an Engagement;
“Privacy Policy”	means Our privacy policy relating to collection of personal data which can be found at https://www.theglobalretreatcompany.com/privacy-policy/ ;
“Promotional Post”	means a post on the Website which advertises a Retreat’s business including Retreat Services;
“Retreat”	means any person, firm or company including any associates or subsidiaries to whom a User is Introduced which supplies Retreat Services;
“Retreat Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that is uploaded to the Platform or otherwise provided by a Retreat which appears on the Website;
“Retreat Services”	means a Retreat’s services for the provision of accommodation, food and beverage and related services which it offers to potential Guests as advertised in Retreat Content and on a retreat’s own websites and social media profiles;
“Services”	means the Services which are to be provided by Us to Guests via the Website and the Platform including, but not limited to making suggestions for Retreats and Introductions to Retreats;
“User”	means you or any other individual who uses the Services;

“User Review”	means a review posted on the Website by a User;
“We/Us/Our”	means GRC;
“Website”	means this website https://www.theglobalretreatcompany.com or such other URL as is intimated to you by GRC from time to time;

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information About Us

- 2.1 **THE GLOBAL RETREAT COMPANY LIMITED**, a limited liability company incorporated in England with registration number 10572930, whose registered office is 60 Adam and Eve Mews, London W8 6UJ, UK.
- 2.2 Our VAT number is 264281893

3. The Contract

- 3.1 These Terms and Conditions govern the provision of Services by Us and together with the Privacy Policy will form the basis of the Contract between Us and you (“**Contract**”). Before proceeding further, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance.
- 3.3 A legally binding contract between Us and you will be created upon your acceptance of these Terms and Conditions and our Privacy Policy. If you do not accept all of these Terms and Conditions, then you may not use our Website, Platform or Services.
- 3.4 We may amend these Terms and Conditions, for any reason at any time. If these Terms and Conditions are amended, We will post the revised terms and conditions on our Website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Website, Platform or Services following the posting of modified Terms and Conditions will be subject to the Terms and Conditions in effect at the time of your use. Please review these Terms and Conditions periodically for changes.

4. Our Services, Retreats and Retreat Services

- 4.1 Access to the Website is free of charge.
- 4.2 It is your responsibility to make any and all arrangements necessary in order to access the Website.
- 4.3 Access to the Website, Platform and Services is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Website Platform and Services (or any part of it/them) at any time and without notice. We will not be liable to you in any way if the Website, Platform and Services (or any part of it/them) is unavailable at any time and for any period.

- 4.4 The Website is made up of a curated collection of descriptions of Retreats and Retreat Services and Expert Reviews.
- 4.5 All Retreat Services are provided by Retreats, and it is the Retreats that are responsible for providing, setting or controlling the prices applicable to any of the Retreat Services displayed on the Website.
- 4.6 We have no involvement in or control over any of the Retreat Services and it is the Retreats that are responsible for providing any Retreat Services that the Website may feature.
- 4.7 The Expert Reviews featured on the Website are collated and written by Our own writers or, in the case of photographs only, are provided to us by Retreats or other third parties. We make reasonable efforts to ensure that all such Content and Retreat Content provides a fair and accurate representation of the Retreat Services in question, however, all Expert Reviews are written based on the opinions of Our writers and opinions are subjective.
- 4.8 Insofar as is permitted by law, We make no representation, warranty, or guarantee that the Website will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 4.9 If, as a result of Our failure to exercise reasonable care and skill, any digital content from the Website damages your device or other digital content belonging to you, as a consumer you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 4.10 We make reasonable efforts to ensure that the Content and Retreat Content on the Website is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content or Retreat Content is complete, accurate, or up-to-date.
- 4.11 The opinions, views, and values expressed in Content on the Website, including but not limited to User Reviews and Expert Reviews, are those of the authors of that Content and do not represent Our opinions, views, or values.
- 4.12 While Our writers and Guests are providing their subjective Expert Reviews and User Reviews, we do not provide any endorsements, support, representations, guarantees or warranties as to the quality, safety, standard or hygiene of the Retreat or the Retreat Services. Occasionally, problems mean that some facilities or services stated as being available in certain Retreat Services become unavailable or subject to restriction. We cannot accept responsibility for any changes or closures to amenities or attractions mentioned on the Website.
- 4.13 The Website allows you to complete a web form specifying the types of Retreat you are interested in and any special requirements you may have. Please try to avoid sending us medical or health information or information about children in order to protect your sensitive Personal Data. When submitting Content on the web forms, you must adhere strictly to our Acceptable Usage Policy set out at Clause 8.
- 4.14 Should you wish to make a booking of any Retreat Services, it remains your responsibility to fully satisfy yourself as to the suitability, adequacy and appropriateness of the Retreat and the Retreat Services that are of interest to you and it is your sole decision whether to purchase any Retreat Services from a Retreat.
- 4.15 Please note, any information or prices, including discount offers, which may be shown on the Website from time to time may have changed by the time you

come to book with any of the Retreats who are featured on our Website. Since we have no control over the Retreat Services it is not possible for us to guarantee the prices displayed on the Website. Whilst reasonable efforts are made to ensure the accuracy of the prices and information provided, regrettably prices change and errors do occasionally occur. You must therefore ensure you check all details of your chosen Retreat Services (including the price) with your chosen Retreat at the time of booking.

- 4.16 Promotional Posts will provide links to contact or visit the website of the applicable Retreat.
- 4.17 Should you decide to make a booking of any Retreat Services featured on the Website, you will need to make that booking with the Retreat directly and you will, therefore, enter into an Engagement with the applicable Retreat for the Experience you have purchased. We will not be a party to that Engagement and will have no responsibility for any Retreat Services or Experience provided or for anything that may go wrong during the provision of the Retreat Services or Experience.
- 4.18 All Retreat Services featured or referred to on the Website are at all times subject to availability and no warranties, promises or representations are given as to availability.
- 4.19 The Retreats provide Retreat Services in accordance with their own terms and conditions. The relevant Retreat's terms and conditions will apply to any Engagement of Retreat Services that you may decide to make. Some of these terms and conditions may limit or exclude the Retreat's liability to you.
- 4.20 We may Introduce you to Retreats.
- 4.21 You are not bound to enter into an Engagement with a Retreat to whom you have been Introduced. You are free to choose your own Retreat and Retreat Services.
- 4.22 If you enter into an Engagement with a Retreat to which we have Introduced you, We will be paid commission based on the Price paid by you less Extras, to cover the provision of the Services.
- 4.23 Any Engagement you have with a Retreat will be between you and that Retreat. We shall have no liability whatsoever to you with regard to any Engagement between you and a Retreat. It is your responsibility to comply with the terms of each Retreat's terms of Engagement. Failure to comply with a Retreat's terms of Engagement may have financial and other consequences for you.
- 4.24 Any dispute between you and a Retreat will be determined in accordance with the Engagement you have with the Retreat or in accordance with Retreat's dispute resolution provisions or via the civil courts. We shall not be involved in any such dispute. Pacing a Promotional Post, or Retreat Content or Expert Reviews on our Website does not mean that We make any recommendation or endorsement of any particular Retreat or Retreat Services other than as posted on the Website – see Clauses 4.12 and 4.14 above.
- 4.25 You hereby indemnify us and hold us harmless against any claim, action, loss or demand incurred by Us arising from your entering into an Engagement with a Retreat.

5. Links to the Website

- 5.1 You may link to the Website provided that:
 - 5.1.1 You do so in a fair and legal manner;

- 5.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 5.1.3 You do not use any logos or trademarks displayed on the Website without Our express written permission; and
 - 5.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 5.2 You may not link to any page other than the homepage of the Website. Deep-linking to other pages requires Our express written permission.
 - 5.3 Framing or embedding of the Website on other websites is not permitted without Our express written permission. Please contact Us at info@globalretreat.co for further information.
 - 5.4 You may not link to the Website from any other site the content of which contains material that would breach our Acceptable Usage Policy – see Clause 8.
 - 5.5 Links to other sites may be included on the Website. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on the Website is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

6. User Reviews

- 6.1 Certain parts and features of the Platform and Website (including the ability to submit User Reviews) may require an Account in order to access them.
- 6.2 You may not create an Account if you are under 18 years of age (or under a higher age and deemed under the age of full legal responsibility as provided in the User's country or territory of residence). If you are under 18 years (or under a higher age and deemed under the age of full legal responsibility as provided in the User's country or territory of residence) of age and wish to use the parts of the Platform and Website that require an Account, your parent or guardian should create the Account for you and you must only use the Account with their supervision.
- 6.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 6.4 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers, and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at info@globalretreat.co. We will not be liable for any unauthorised use of your Account.
- 6.5 You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 6.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 18.
- 6.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of the Platform or Website requiring an Account for access.

- 6.8 If you close and delete your Account, any User Reviews that you have submitted to the Website will be anonymised by removing your username and simply narrating “past user”.
- 6.9 You agree that you will be solely responsible for your User Reviews. Specifically, you agree, represent and warrant that you have the right to submit the User Reviews, that any facts stated are accurate and true, that opinions stated are genuinely held, and that all such User Reviews will comply with Our Acceptable Usage Policy, detailed below in Clause 8.
- 6.10 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.9. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.11 You (or your licensors, as appropriate) retain ownership of your User Reviews and all Intellectual Property rights subsisting therein. When you submit a User Review you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence it for the purposes of operating and promoting the Website. In addition, you also grant other Guests the right to copy and quote your User Review within the Website.
- 6.12 If you wish to remove any of your User Reviews from the Website, the User Reviews in question will be anonymised by removing your username and simply narrating “past user”. Please note, however, that caching or references to your User Reviews may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.13 We may pre-screen, reject, reclassify, edit, or remove any User Review(s) from the Website including, but not limited to, circumstances where, in Our sole opinion, they violate Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Review(s) in question should be removed as a result.

7. Intellectual Property Rights

- 7.1 With the exception of User Reviews (see Clause 6), all Content included on the Website and the copyright and other Intellectual Property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Reviews) is protected by applicable United Kingdom and international Intellectual Property laws and treaties.
- 7.2 Subject to sub-Clauses 7.3 and 7.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from the Website unless given express written permission to do so by Us.
- 7.3 You may:
- 7.3.1 Access, view and use the Website in a web browser (including any web browsing capability built into other types of software or app);
 - 7.3.2 Download the Website (or any part of it) for caching;
 - 7.3.3 Print page(s) from the Website;
 - 7.3.4 Download extracts from pages on the Website; and
 - 7.3.5 Save pages from the Website for later and/or offline viewing.
- 7.4 Our status as the owner and author of the Content on the Website (or that of identified Guests and/or licensors, as appropriate) must always be

acknowledged.

- 7.5 You may not use any Content printed, saved or downloaded from the Website for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of the Website for general information purposes whether by business users or consumers.
- 7.6 Nothing in these Terms of Use limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

8. Acceptable Usage Policy

- 8.1 You may only use the Website in a manner that is lawful and that complies with the provisions of this Clause 8. Specifically:
 - 8.1.1 you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;
 - 8.1.2 you must not use the Platform or Website in any way, or for any purpose, that is unlawful or fraudulent;
 - 8.1.3 you must not use the Platform or Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 8.1.4 you must not use the Platform or Website in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 8.2 When submitting User Reviews (or communicating in any other way using the Website) or submitting Content to the Platform, you must not submit, communicate or otherwise do anything that:
 - 8.2.1 is sexually explicit;
 - 8.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 8.2.3 promotes violence;
 - 8.2.4 promotes or assists in any form of unlawful activity;
 - 8.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
 - 8.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person (this does not prohibit negative User Reviews, however);
 - 8.2.7 is calculated or is otherwise likely to deceive;
 - 8.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 8.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
 - 8.2.10 implies any form of affiliation with Us where none exists;

- 8.2.11 is intended to advertise or market any product or service (including, but not limited to that which is being reviewed), or is of an advertising or marketing nature;
 - 8.2.12 infringes, or assists in the infringement of, the Intellectual Property rights of any other party; or
 - 8.2.13 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 8.3 We reserve the right to suspend or terminate your Account and/or your access to the Website if you materially breach the provisions of this Clause 8 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
- 8.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access the Website;
 - 8.3.2 remove any User Review(s) submitted by you that violate(s) this Acceptable Usage Policy;
 - 8.3.3 issue you with a written warning;
 - 8.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 8.3.5 take further legal action against you as appropriate;
 - 8.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 8.3.7 any other actions that We deem reasonably appropriate (and lawful).
- 8.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

9. Providing the Services

- 9.1 We will provide the Services with reasonable skill and care, consistent with good industry practices and standards in the holiday/travel market, and in accordance with any information provided by Us about the Services and about Us.
- 9.2 We cannot, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 11 for events outside of Our control.
- 9.3 If We require any further information, items or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 9.4 If the information or items you provide, or the action you take under sub-Clause 9.3 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that you have provided or action that you have taken We may charge you a reasonable additional sum for that work.

10. Our Liability

- 10.1 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or the Portal or the use of or reliance upon any Content or Retreat Content included on the Website.

- 10.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website or any Content included on the Website.
- 10.3 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 10.4 We exercise all reasonable skill and care to ensure that the Website is free from viruses and other malware, however, subject to sub-Clause 10.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Services (including the downloading of any Content from the Platform) or any other site referred to on the Website.
- 10.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Platform or Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 10.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.
- 10.7 Our total liability to You (save in respect of death or personal injury or gross negligence or fraud or fraudulent misrepresentation) shall be the sum of £1,000 sterling.

11. Events Outside of Our Control (Force Majeure)

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or pandemic (whether naturally occurring or man-made) or other natural disaster, or any other event that is beyond Our reasonable control.

12. Your Conduct

- 12.1 When visiting a Retreat and enjoying an Experience, you and your party are expected to conduct themselves in a courteous, orderly and acceptable manner in keeping with the style, nature and atmosphere of the Retreat and its local culture and laws and not to disrupt the enjoyment of third parties or break any custom or practice or law. You must adhere to any code of conduct including dress codes stipulated by the Retreat.

13. Confidentiality

- 13.1 Each Party undertakes that, except as provided by sub-Clause 13.2 or as authorised in writing by the other Party, it shall, at all times:

- 13.1.1 keep confidential all Confidential Information;
- 13.1.2 not disclose any Confidential Information to any other party;
- 13.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the Agreement;
- 13.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 13.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 13.1.1 to 13.1.4 above.

13.2 Either Party may:

13.2.1 disclose any Confidential Information to:

- a) any sub-contractor or supplier of that Party;
- b) any governmental or other authority or regulatory body;
or
- c) any employee or officer of that Party or of any of the
aforementioned persons;

13.2.2 to such extent only as is necessary for the purposes contemplated by the Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 13.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

13.2.3 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

13.3 The provisions of this Clause 13 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

14. Communication and Contact Details

14.1 In certain circumstances you must contact Us in writing. When contacting Us in writing you may use the following method:

14.1.1 Contact Us by email at info@globalretreat.co

15. Complaints and Feedback

15.1 We always welcome feedback from Our Guests and, whilst We always use all reasonable endeavours to ensure that your experience as a User of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

15.2 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us by email, addressed to info@globalretreat.co

16. Viruses, Malware and Security

- 16.1 We exercise all reasonable skill and care to ensure that the Platform and Website is secure and free from viruses and other malware.
- 16.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 16.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Platform or Website.
- 16.4 You must not attempt to gain unauthorised access to any part of the Platform or Website.
- 16.5 You must not attack the Platform or Website by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 16.6 By breaching the provisions of sub-Clauses 16.3 to 16.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use the Website will cease immediately in the event of such a breach.

17. Privacy

- 17.1 Use of the Website is governed by the Privacy Policy. The Privacy Policy is incorporated into these Terms and Conditions by this reference.

18. Data Protection

- 18.1 We will only use your personal information as set out in the Privacy Policy, and in accordance with the Data Protection Legislation.

19. Communications from Us

- 19.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- 19.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 3 Business Days for your new preferences to take effect.
- 19.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at help@globalretreat.co

20. Other Important Terms

- 20.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 20.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 20.3 The Contract is between you and Us. It is not intended to benefit any other

person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

- 20.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 20.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 20.6 The language of the Contract shall be English.
- 20.7 The time zone of the Contract shall be Greenwich Mean Time.

21. Governing Law and Jurisdiction

- 21.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the laws of England and Wales.
- 21.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in this Agreement above takes away or reduces your rights as a consumer to rely on those provisions.
- 21.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be referred by either Party for arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") by one arbitrator appointed in accordance with the ICC Rules which are expressly adhered to by the Parties. Supplementary, the procedural law of England and Wales shall be applied to any arbitral proceedings. The seat of the proceedings shall be London (United Kingdom) and the proceedings will be conducted in the English language.
- 21.4 The Parties undertake to keep confidential all awards in any arbitration under this Agreement, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority. The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration, as then current shall apply.
- 21.5 Arbitral awards shall be conclusive and binding on the Parties.
- 21.6 The Parties agree that these provisions do not preclude either Party from seeking interim relief in the English Courts, including but not limited to an injunction to prevent breach, or further breach, of the terms of this Agreement.