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Website Terms of Use / Terms of Service

These terms and conditions (“Terms”) apply to your use of our site www.whitecalmretreats.com (“our site”) [whether as a visitor or a registered user] and of the services that we provide.

Please read these Terms carefully before you start to use our site and services, as these will apply to your use of our site and services. It is also important, when using our site and our services, that you understand Our role and services, which we have described below.

By using our site and services, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms you should not access or use our site or our services.

Information about Us

Our site is a site operated by WHITE CALM LIMITED, [a limited company registered in England and Wales with company number 9308537 and whose registered office is at 29 Portland Place, london, WIB 1QB

Our role and services

We work closely with selected supplier partners (in each case, a “Supplier”) in order to tailor-make and recommend luxury leisure packages (“Packages”) to you. Our services are simply to coordinate and provide advice in relation to Packages. By using our site and services you acknowledge that We do not have any direct contractual relationship with you and that our sole obligation to you is to coordinate and provide advice in relation to Packages. If you choose to book any Package, you will be doing so directly with the relevant Supplier, with whom you would enter into a contract and who you would pay directly. You do not pay us anything for using our site or services, though understand that our Suppliers may pay us a commission if you choose to book a Package.

Other Key Documents

Please note that our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you accept such processing (and, where such consent is legally required, consent to our use of your data as described in the Privacy Policy) and you warrant that all data provided by you is accurate.

If you make a Package booking it shall be subject to your acceptance of the booking terms and conditions of the relevant Supplier, and you will have a direct contract (based on such booking terms and conditions) with that Supplier.

Accessing our site

You are responsible for configuring your information technology, computer programmes and platform in order to access our site.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We will



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not be liable to you if for any reason our site is unavailable at any time or for any period. If the need arises, we may suspend access to our site, or close it indefinitely.

If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. [We have the right to disable any member account if in our reasonable opinion you have failed to comply with any of the provisions of these Terms].

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms, and that they comply with them.

You warrant that it is legal for you to view our site in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in using our site.

Our site changes regularly

We may change all or any part of our site including its content without notice.

We are under no obligation to update our site or its content.

Reliance on information posted

The content on our site is provided for general information only. We do not guarantee that our site, or any content on it, will be free from errors or omissions. Content on our site is not intended to amount to advice on which reliance should be placed.

To the fullest extent permissible by law, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. We disclaim all liability and responsibility arising from any reliance placed on such content by any visitor to, or member of our site, or by anyone who may be informed of any of its contents.

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Limitation of our liability.

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We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: your use of or inability to use our site; or your use of or reliance on any content displayed on our site or results obtained from using our site.



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If you are a business user, you agree that your use of our site is on the condition that we will not be liable for: loss of profits, sales, business, or revenue; loss of data; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked to our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Liability that we do not exclude

We do not in any circumstances, and nothing in these Terms shall operate to, exclude or restrict our liability for: death or personal injury arising from our negligence; or fraudulent misrepresentation or fraud; or any other liability which cannot be excluded or restricted under applicable law.

Intellectual property rights

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Information submitted by you to our site

Whenever you submit or post information or material to our site you agree that such information or material shall not be unlawful, confidential, threatening, libelous, defamatory, obscene, pornographic or violate any applicable law.

You agree that all proprietary rights, licences, title and interest including intellectual property rights and copyright in all countries and for all purposes in all material, information or other communications provided by you through your use of our site shall belong to us. We shall be free to copy, disclose, distribute, incorporate and otherwise use such materials, information and communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.

Viruses, hacking and other offences

We do not guarantee that our site will be secure or free from bugs or viruses. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Linking to our site

You may link to a page of our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.



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Our site must not be framed on any other site.

If you wish to make any use of content on our site other than that set out above, please contact us.

Third party links from our site

Where our site contains links to other websites provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites and we do not endorse or make any representations about them or any information, software or other products or materials they contain or any results that may be obtained from using them. We accept no responsibility for third party websites or for any loss or damage that may arise from your use of them. If you decide to access any third party websites linked to our site, you do this entirely at your own risk.

Variations

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our site. You will be deemed to have accepted any modifications to these Terms if you continue to use our site after they have been posted.

Severance

If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Applicable law

If you are a consumer, please note that these Terms, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

If you are a business, these Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

Contact us

You can contact us at: 29 Portland Place, London, W1B 1QB.