

## SPIN THE WINDROSE – TERMS & CONDITIONS OF USE

### 1. DEFINITIONS

- Owner** Abbigail Bishop whose principal office is at Tynewydd, Werrington Bridge Road, Milking Nook, Peterborough PE6 7QF.
- Service** providing guidance and advice on travel destinations across the world, including individualised itineraries and accommodation and restaurant recommendations.
- Spin the Windrose** website <https://spinthewindrose.com> and related products, services and emails provided by the Owner.

In these terms and conditions, references to “you” or “your” mean any user of **Spin the Windrose**, including any user who purchases goods or services through **Spin the Windrose**.

### 2. AGREEMENT

By using **Spin the Windrose**, you confirm that you accept and agree to be bound by the terms and provision of this agreement. Agreement to these terms and conditions is mandatory before the Service can be delivered.

It is recommended that you print and keep a copy of this Agreement for your reference.

### 3. COPYRIGHT

**Spin the Windrose** and its content is the sole copyright of the Owner. All rights are reserved and are not to be used for any personal or commercial purpose without the prior written permission of the Owner.

Any redistribution or reproduction of part or all of the **Spin the Windrose** content in any form is prohibited unless with the Owner’s express written permission.

### 4. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

The Owner is not responsible for the accuracy or completeness of the content on **Spin the Windrose**. **Spin the Windrose** may contain historical information. This is not current and is provided for your reference only.

The Service shall be provided by email and all documents will be sent electronically wherever possible. The Owner reserves the right to charge an administration fee should you request documents to be sent in hard copy.

**Spin the Windrose** is provided for general information only and should not be relied upon, or used as the sole basis for making decisions. Any reliance on the material on **Spin the Windrose** is at your own risk.

### 5. MODIFICATIONS TO THE SERVICE

The Owner reserves the right at any time to limit, modify or discontinue **Spin the Windrose** (or any part or content thereof) without notice at any time. The Owner shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of **Spin the Windrose**.

The Owner is under no obligation to provide a travel itinerary upon receipt of a travel request.

## 6. PRICES & PAYMENT

Prices displayed on **Spin the Windrose** are subject to change without prior notice, unless a Service has already been agreed and purchased. The Owner will be bound by all quoted prices. All prices for Services offered by **Spin the Windrose** are displayed in GBP (Pounds Sterling). It is your responsibility to understand differences in up-to-date exchange rates if you choose to purchase a Service from **Spin the Windrose** in a currency other than GBP. The Owner will not be responsible for any variation whatsoever due to change in currency fluctuations to GBP.

If you purchase a Service from **Spin the Windrose**, payment shall be made in full before the Service is delivered. Deposits are not accepted. All payments shall be made through the **Spin the Windrose** website, or directly via PayPal to the Owner's email address [spinthewindrose@gmail.com](mailto:spinthewindrose@gmail.com). Payment is to be agreed with the Owner by email before placing an order for the Service.

## 7. CANCELLATION & REFUNDS

If the user believes the Service has not been performed with reasonable care and skill, you must email the Owner at [spinthewindrose@gmail.com](mailto:spinthewindrose@gmail.com) within 30 days of placing your order (the "**Complaint Email**"). Your Complaint Email must contain your order reference and full details of your complaint. The Owner will re-perform the Service to a level of care and skill satisfactory to the user. If the Owner fails to re-perform the Service to a satisfactory level within a reasonable timeframe, a refund will be offered to the user. A refund shall not be greater than the initial purchase price paid by the user. Refunds will be paid by PayPal only.

## 8. THIRD-PARTIES

Certain content, products and services available via **Spin the Windrose** may include material from third-parties.

Third-party links on **Spin the Windrose** may direct you to third-party websites that are not affiliated with **Spin the Windrose**. The Owner is not responsible for examining or evaluating the content or accuracy of third-party websites and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties, including, but not limited to user comments, reviews and feedback.

The Owner is not liable for any losses, costs incurred, harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-parties, including, but not limited to user comments, reviews and feedback. Please review carefully the third-party's terms and conditions and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products, services or comments should be directed to the third-party and not the Owner.

## 9. USER COMMENTS, FEEDBACK, REVIEWS AND OTHER SUBMISSIONS

All users of **Spin the Windrose** are able to leave comments, feedback and reviews on **Spin the Windrose** (for example by commenting on a blog post).

If, without a request from the Owner, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by post, or otherwise, you agree that the Owner may, at any time, without restriction, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to the Owner. The Owner is and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

The Owner may, but has no obligation to, monitor, edit or remove content that the Owner determines unlawful, offensive, threatening, inaccurate, libelous, defamatory, pornographic,

obscene, racist, or otherwise objectionable, or any other content that the Owner deems inappropriate, or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus, spam or other malware that could in any way affect the operation of **Spin the Windrose** or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead the Owner or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. The Owner takes no responsibility and assumes no liability for any comments posted by you or any third-party.

## 10. PROHIBITED USES

You are prohibited from using **Spin the Windrose** or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, regional or UK regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of **Spin the Windrose** or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. The Owner reserves the right to terminate your use of **Spin the Windrose** or any related website at any time for violating any of the prohibited uses.

## 11. DISCLAIMER & LIMITATION OF LIABILITY

The Owner does not guarantee, represent or warrant that your use of **Spin the Windrose** will be uninterrupted, timely, secure or error-free. You accept that the results obtained from the use of **Spin the Windrose** will be based on the Owner's experience, research, customer feedback and personal opinion. You agree that from time to time the Owner may remove part or all of **Spin the Windrose** for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, **Spin the Windrose** is at your sole risk. The service and all products and services delivered to you through the **Spin the Windrose** are (except as expressly stated by the Owner) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Under no circumstances shall the Owner or **Spin the Windrose** be liable for: any injury, death, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, changes of plans, differences in opinion, any events outside of the Owner's control, or any similar damages arising from your use of **Spin the Windrose**; or for any other claim related in any way to your use of **Spin the Windrose**, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred, as a result of your use of **Spin the Windrose**. The same is true whether you purchase a product/service from **Spin the Windrose**, or whether your use of **Spin the Windrose** is recreational.

## 12. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. The Owner does not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

### **13. INSURANCE**

Travel insurance is a vital part of your arrangements. It is strongly recommended that you take out adequate insurance for the duration of your journey.

### **14. TRAVEL ADVICE & VACCINATIONS**

It is your responsibility to seek travel advice from the governmental body of your country of citizenship before you travel. British Citizens should refer to the travel advice posted by the Foreign and Commonwealth Office at <http://www.fco.gov.uk> for all the countries you intend to visit.

Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged necessary vaccinations for your itinerary.

### **15. TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective until further notice.

You may terminate these Terms of Use at any time by ceasing to use **Spin the Windrose**.

Should payment have been made, you may terminate these Terms of Use by notifying the Owner in writing that you no longer wish to use the services provided by **Spin the Windrose**.

If, in the Owner's sole judgment, you fail, or the Owner suspects that you have failed, to comply with any term or provision of these Terms of Use, the Owner also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to **Spin the Windrose** (or any part thereof).

### **16. PRIVACY**

Personal data submitted by you to **Spin the Windrose** (for example, during the registration and ordering processes, signing up to the email newsletter) will be kept secure in accordance with the Data Protection Act 1998 and General Data Protection Regulation. Your personal details will not be disclosed to any third party unless express permission is provided by you.

### **17. JURISDICTION**

This Agreement is subject to the laws and jurisdiction of England.

**September 2017**