
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.rushadventures.co.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

"Account"	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
"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 appears on or forms part of this Website;
"Facilities"	means collectively any online facilities, tools, services or information that the Service Provider makes available through the Website either now or in the future;
"Services"	means the services available to you through this Website;
"Payment Information"	means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
"Premises"	means Our place(s) of business located at 40 Chemin des Pesses, Les Gets, 74260, France;
"System"	means any online communications infrastructure that the Service Provider makes available through the Website either now or in the future. This includes, but is not limited to, web-based email and email links;
"User" / "Users"	means any third party that accesses the Website and is not employed by the Service Provider and acting in the course of their employment;
"Website"	means the website that you are currently using (https://www.rushadventures.co.uk) and any sub-domains of this site unless expressly excluded by their own terms and conditions;
"We/Us/Our"	means the Service Provider, a company registered in

2. Age Restrictions

It is recommended that persons under the age of 18 should use this Website with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

3. **Business Customers**

These Terms and Conditions apply to customers procuring Services in the course of business.

4. **Intellectual Property Rights**

- 4.1 All Content included on Our Site 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 is protected by applicable United Kingdom and international intellectual property laws and treaties. All rights are reserved.
- 4.2 Subject to sub-Clauses 4.3 and 4.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 4.3 You may:
 - 4.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 4.3.2 Download Our Site (or any part of it) for caching;
 - 4.3.3 Print pages from Our Site;
 - 4.3.4 Download extracts from pages on Our Site; and
 - 4.3.5 Save pages from Our Site for later and/or offline viewing.
- 4.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 4.5 You may not use any Content saved or downloaded from Our Site 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 Our Site for general information purposes whether by business users or consumers.
- 4.6 Nothing in these Terms and Conditions 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; the making of personal copies for private use; 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.

5. **Links to Our Site**

- 5.1 You may link to Our Site 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 our Site 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 Our Site, www.rushadventures.co.uk. Deep-linking to other pages requires our express written permission.
- 5.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us via our Contact Us Webpage for further information.

- 5.4 You may not link to Our Site from any other site the main content of which contains material that:
- 5.4.1 Is sexually explicit;
 - 5.4.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 5.4.3 Promotes violence;
 - 5.4.4 Promotes or assists in any form of unlawful activity;
 - 5.4.5 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;
 - 5.4.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 5.4.7 Is calculated or is otherwise likely to deceive another person;
 - 5.4.8 Is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 5.4.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);
 - 5.4.10 Implies any form of affiliation with Us where none exists;
 - 5.4.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 5.4.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 5.5 The content restrictions in sub-Clause 5.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 5.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

6. **Links to Other Sites**

Links to other sites may be included on Our Site. 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 Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

7. **Disclaimers**

- 7.1 The Content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to adventure holidays in the French Alps.
- 7.2 We make no representation, warranty, or guarantee that Our Site 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.
- 7.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8. **Our Liability**

- 8.1 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) Our Site or the use of or reliance upon any Content included on Our Site.
- 8.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 8.3 Our Site is intended for non-commercial use only. If you are a commercial 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.
- 8.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. 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 Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 8.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site 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.
- 8.6 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.

9. **Viruses, Malware and Security**

- 9.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 9.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 9.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 9.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 9.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 9.6 By breaching the provisions of sub-Clauses 9.3 to 9.5 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 Our Site will cease immediately in the event of such a breach.

10. **Acceptable Usage Policy**

- 10.1 You may only use Our Site in a manner that is lawful. Specifically:

- 10.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- 10.1.2 You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 10.1.3 You must not use Our Site 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
- 10.1.4 You must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 10.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
 - 10.2.1 Suspend, whether temporarily or permanently, your right to access Our Site;
 - 10.2.2 Issue you with a written warning;
 - 10.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 10.2.4 Take further legal action against you as appropriate;
 - 10.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 10.2.6 Any other actions which We deem reasonably appropriate (and lawful).
- 10.3 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.

11. Data Protection and Your Rights

- 11.1 As a data subject, you have the following rights under the GDPR, which this Policy and Our use of personal data have been designed to uphold:
 - 4.1.1 The right to be informed about Our collection and use of personal data;
 - 4.1.2 The right of access to the personal data We hold about you (see section 12);
 - 4.1.3 The right to rectification if any personal data We hold about you is inaccurate or incomplete (please contact Us using the details in section 14);
 - 4.1.4 The right to be forgotten – i.e. the right to ask Us to delete any personal data We hold about you (We only hold your personal data for a limited time, as explained in section 6 but if you would like Us to delete it sooner, please contact Us using our Contact Us form on our website or by telephone 00441212886131);
 - 4.1.5 The right to restrict (i.e. prevent) the processing of your personal data;
 - 4.1.6 The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation);
 - 4.1.7 The right to object to Us using your personal data for particular purposes; and
 - 4.1.8 Rights with respect to automated decision making and profiling.
- 11.2 If you have any cause for complaint about Our use of your personal data, please contact Us using the details provided in section 14 and We will do Our best to solve the problem for you. If We are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office or the CNIL (Commission nationale de l'informatique et des libertés).
- 11.3 For further information about your rights, please contact the Information Commissioner's

Office, your local Citizens Advice Bureau or the CNIL (Commission nationale de l'informatique et des libertés).

12. **What Data Do We Collect?**

Depending upon your use of Our Site, We may collect some or all of the following personal and non-personal data (please also see section 13 on Our use of Cookies and similar technologies and Our Cookie Policy):

- 12.1 name;
- 12.2 date of birth;
- 12.3 gender;
- 12.4 business/company name
- 12.5 job title;
- 12.6 profession;
- 12.7 contact information such as email addresses and telephone numbers;
- 12.8 demographic information such as post code, preferences and interests;
- 12.9 financial information such as credit / debit card numbers;
- 12.10 IP address;
- 12.11 web browser type and version;
- 12.12 operating system;
- 12.13 a list of URLs starting with a referring site, your activity on Our Site, and the site you exit to;
- 12.14 Any other information in creating an account to supply services. e.g. domain name required.

13. **How Do We Use Your Data?**

- 13.1 All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with Our obligations and safeguard your rights under the GDPR at all times. For more details on security see section 7, below.
- 13.2 Our use of your personal data will always have a lawful basis, either because it is necessary for Our performance of a contract with you, because you have consented to Our use of your personal data (e.g. by subscribing to emails), or because it is in Our legitimate interests. Specifically, We may use your data for the following purposes:
 - 13.2.1 Providing and managing your Account;
 - 13.2.2 Providing and managing your access to Our Site;
 - 13.2.3 Personalising and tailoring your experience on Our Site;
 - 13.2.4 Supplying Our products AND/OR services to you (please note that We require your personal data in order to enter into a contract with you);
 - 13.2.5 Personalising and tailoring Our products AND/OR services for you;
 - 13.2.6 Replying to emails from you;
 - 13.2.7 Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time by clicking the Unsubscribe link);
 - 13.2.8 Market research;

13.2.9 Analysing your use of Our Site and gathering feedback to enable Us to continually improve Our Site and your user experience;

13.3 With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by email or telephone or text message or post with information, news and offers on Our products and services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

13.4 You have the right to withdraw your consent to Us using your personal data at any time, and to request that We delete it.

13.5 We do not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Data will therefore be retained for the following periods (or its retention will be determined on the following bases):

13.5.1 whilst you have an account and or services with us;

13.5.2 until such times as all accounts and warranties have expired.

14. How and Where Do We Store Your Data?

14.1 We only keep your personal data for as long as We need to in order to use it as described above in section 6, and/or for as long as We have your permission to keep it.

14.2 Your data will only be stored in the UK. Data security is very important to Us, and to protect your data We have taken suitable measures to safeguard and secure data collected through Our Site.

14.3 Steps We take to secure and protect your data include:

14.3.1 Site security scanning

14.3.2 Malware scanning

14.3.3 Firewalls

14.3.4 Anti-intrusion measures

14.3.5 Password management

14.3.6 Password safeguarding

14.3.7 Regular security review

14.3.8 Updating to latest patched systems

14.3.9 Other security steps not disclosed for security reasons

15. Do We Share Your Data?

15.1 Subject to section 8.2, We will not share any of your data with any third parties for any purposes.

15.2 We may sometimes contract with third parties to supply products and services to you on Our behalf. These may include payment processing, delivery of goods, search engine facilities, advertising, and marketing. In some cases, the third parties may require access to some or all of your data. Where any of your data is required for such a purpose, We will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, Our obligations, and the obligations of the third party under the law.

15.3 We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers, sales, and other information. All such data will be anonymised and will not include any personally identifying data, or any anonymised data that can be

combined with other data and used to identify you. We may from time to time share such data with third parties such as prospective investors, affiliates, partners, and advertisers. Data will only be shared and used within the bounds of the law.

- 15.4 In certain circumstances, We may be legally required to share certain data held by Us, which may include your personal data, for example, where We are involved in legal proceedings, where We are complying with legal requirements, a court order, or a governmental authority.

16. **What Happens If Our Business Changes Hands?**

- 16.1 We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Any personal data that you have provided will, where it is relevant to any part of Our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use that data only for the same purposes for which it was originally collected by Us.
- 16.2 9.2 In the event that any of your data is to be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your data deleted or withheld from the new owner or controller.

17. **How Can You Control Your Data?**

- 17.1 In addition to your rights under the GDPR, set out in section 4, when you submit personal data via Our Site, you may be given options to restrict Our use of your data. In particular, We aim to give you strong controls on Our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails and at the point of providing your details and by managing your Account).
- 17.2 You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

18. **Your Right to Withhold Information**

- 18.1 You may access certain areas of Our Site without providing any data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.
- 18.2 You may restrict Our use of Cookies. For more information, see section 13 and Our Cookie Policy.

19. **How Can You Access Your Data?**

You have the right to ask for a copy of any of your personal data held by Us (where such data is held). Under the GDPR, no fee is payable and We will provide any and all information in response to your request free of charge. Please contact Us for more details using our contact form or by telephone on 00441212886131.

20. **Privacy**

Use of Our Site is also governed by Our Privacy Policy, available at <https://www.rushadventures.co.uk/wp-content/uploads/2018/05/RAWebsitePrivacyPolicy.pdf>

These policies are hereby incorporated into these Terms and Conditions by this reference.

21. Changes to these Terms and Conditions

21.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

21.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

22. Contacting Us

To contact Us, please email Us using our Contact Us form.

23. Law and Jurisdiction

23.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law and international intellectual property laws and treaties.

23.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

23.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Dated 15th May 2018

This supersedes our Website Terms and Conditions dated 31st August 2016