



## **TourHub Website Terms & Conditions**

Our terms and conditions for using the TourHub website are set out below.

Before using our website, we strongly recommend that you read all of our Terms and Conditions to ensure that you are happy with them. We also suggest that you print a copy of these Terms and Conditions and keep them for future reference.

### **About Us**

TourHub is a touring and adventure marketplace and is specifically designed and created to aggregate tours from travel businesses who specialise in touring and adventure holidays enabling you to compare prices, products and services offered in non-preferred way. This will enable you to make an informed decision before proceeding to either book your chosen holiday using our platform's booking system or our partners online booking system or seek further information about a tour.

TourHub are not a tour operating principal and do not provide tours or travel arrangements ourselves. However, we do act solely as an agent of the travel suppliers who we feature within our marketplace.

You must only use the TourHub website for your personal use or, if a business user, for legitimate business tour comparison purposes.

These Terms and Conditions set out what you should do if you have a complaint against us or any of the suppliers featured on our website.

### **1. General**

1.1 These Terms and Conditions apply to your use of this website.

1.2 By using this website you agree to these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, you should not use this website.

1.3 We may change these Terms and Conditions from time to time. We will give you notice of any changes by posting those changes on our website. We will not vary any terms and conditions which you previously agreed whilst using this website. However, any amended Terms and Conditions will apply to your use of this website from the date they are posted and if you do not agree with the amended Terms and Conditions, you are entitled to stop using this website at that time.

### **2. Definitions**

2.1 "you" and "your" means the person who proposes to use or is using this website.

2.2 "we" "us" and "our" means TourHub a trading name of Tour Hound Limited who's registered office is 2nd Floor, Nucleus House, 2 Lower Mortlake Road, Richmond, TW9 2JA United Kingdom and any other person or business to whom we may legally transfer our rights under these Terms and Conditions.

2.3 "website" means a site on the world wide web located at [www.tourhub.co](http://www.tourhub.co)

2.4 "supplier, product or service provider" means the principal, supplier, distributor or provider of any service or product featured on this website or made available via this website.

2.5 "price" means a price provided by a supplier or service provider for comparison with other prices on the basis of the criteria you have provided. In providing you with a price, we are not able to guarantee the availability of the product, the service or the price set out as you will need to deal with the supplier or service provider direct to purchase your tour.

### 3. Use of this website

3.1 By using this website you agree that:

3.1.1 You will not do anything that affects the integrity or security of this website or causes or may cause harm, damage or unreasonable inconvenience to other users of this website or us; and

3.1.2 You will not gather, extract, download, reproduce and/or display or advertise on any other website, other online or off-line service or otherwise, any material on or from this website, including but not limited to information relating to insurance prices, whether that information has been gained by the use of spiders, data mining, trawling or other 'screen scraping' software or system used to extract data.

3.2 If you breach any of the clauses set out at 3.1 above, we may take such action as we deem appropriate, including denying you access to this website, bringing legal proceedings against you and disclosing such information to appropriate legal and/or regulatory bodies.

### 4. Your obligations

4.1 You must only use the 'Tourhub.co' website for your personal use or, if a business user, for legitimate business price comparison purposes.

4.2 It is your responsibility to ensure that all information you enter into your search criteria on this website or any form you complete and submit is accurate.

4.3 You will need to select various criteria in order to compare any tour, product or service. On the basis of your search criteria you select, we will deliver all relevant supplier product or service providers product information necessary to provide you with accurate, appropriate and timely information relating to the tour products and/or services in which you are most interested.

### 5. Our service

5.1 We provide a service which enables you to compare a number of tour products, prices and services and make an informed decision based on those comparisons. There is no charge for this service.

5.2 We seek to ensure that we accurately aggregate the information we receive from each supplier or service provider for the purpose of providing an informed comparison.

5.3 We provide a booking service with some of our suppliers and suppliers but act only as an agent throughout the process and never a principal

5.4 These Terms and Conditions and any communication with you will be in the English language.

### 6. Responsibility for content

6.1 We are responsible for ensuring that we accurately reflect our product or information using our comparison technology. We are also responsible for protecting your data in accordance with data protection legislation.

6.2 We will use our best endeavours to provide you with a quality service and virus free website. However, we are not responsible for computer viruses or other computer related problems you suffer as a result of using this website, which are beyond our reasonable control. We recommend that you use your own appropriate virus checking software.

6.3 We are not responsible for any commentary, opinions, ratings or other postings on this website by third parties.

6.4 Our website also contains links to third party websites. Should you use these links you leave our website, TourHub has no control of the content of any linked website and is not responsible for their content. TourHub makes no warranties or representations, express or otherwise about such linked websites, the third parties they are owned and operated by, the information contained on them or the suitability of the products and services offered on them. Should you decide to access any third-party websites and utilise any of the information contained on them and/or enter into any contract for the supply of goods or services from such third party websites, you do so entirely at your own risk. TourHub accepts no liability for compensation or loss, however caused with regard to your use of or reliance upon any information, material, products or services contained on or accessed through any such linked third party websites.

## 7. Intellectual property

7.1 All information, data and copyright material contained on this website, including any trade marks (whether officially registered or unregistered), trade names, brands, logos and devices belong to us or to people whom we have given ownership or permission to use such information data and/or copyright material. You must not use such information or copyright material unless you have written permission from us or the owner to do so.

7.2 You may download or copy the content and other downloadable items displayed on this website for personal non business use only, (i.e. to assist with a purchasing decision), provided that you are not otherwise breaching these Terms and Conditions.

## 8. Privacy policy

8.1 We will comply with all applicable data protection legislation from time to time in force in respect of the personal data we collect from you.

8.2 Additionally we will observe the terms of our Privacy Policy.

8.3 If you decide to purchase or make further queries about a tour product or service either using our booking process on this website or by being directed to the supplier's tour product or service website, any information you have been provided us will be passed to such tour provider to allow them to deal with your request or booking efficiently. Each product or service provider will be subject to their own terms and conditions and each product or service provider may have a different privacy policy from ours. We are not a party to your booking but only act solely as the agent to the supplier and we accept no liability arising from or related to any of your bookings with the supplier.

Suppliers are requested to either confirm or reject a booking within the specified timeframe (which is usually within 24 to 48 hours of when the booking is requested), or the requested booking will be duly cancelled. Once your confirmed booking is complete (including payment) you will receive a confirmation email summarising your confirmed booking.

## Payments

You agree to pay for the total cost (including the cost of the tour and, where appropriate, taxes, levies and duties) for any booking requested, in accordance with the pricing information set out in the booking page, where such requested bookings are confirmed by the Supplier. The price and availability of a tour can be subject to change at any time up until you have received a confirmation invoice from the Supplier.

Where only the deposit is payable at the time of booking, the balance of payment (i.e., the total holiday cost minus the deposit) will be due and will be payable as stated in the Supplier's terms and conditions according to the booking page.

Tour Hub at its own discretion collects (through third party payment processors) the total cost (as one payment or deposit plus balance payments) for and on behalf of the Supplier and in the capacity solely as a travel agent. You hereby authorise the collection of such amounts by charging the credit/debit card provided as part of requesting the booking, or by one of the other payment methods as described on the Supplier's site or application.

## Cancellations and Refunds

Where the Supplier does not confirm the requested booking, or, where you cancel your requested booking before the booking is confirmed by an Supplier, any amounts collected by TourHub or its third-party payment processor will be refunded to you within a reasonable time, depending on the bookings you have made via the Supplier's site and application.

Once your booking is confirmed by the applicable Supplier, the total cost of your tour is subject to the payment and cancellation terms of the Supplier. Please read carefully the applicable terms and conditions of the Supplier, on the booking page and your booking confirmation. A cancellation must be made via your booking page. If you are advised that your booking is on a on request basis (which is usually the case for tours booked shortly before departure), the total cost of your tour is subject to the cancellation and payment terms of the Supplier from the moment when you have submitted your booking request. Where a tour is on a request only basis the Supplier needs several working days to make sure that all of the elements of the tour can be confirmed for you. Please note that this process cannot be interrupted by a request to cancel. Should your request come back confirmed you will be charged for the full amount, and if you cancel your booking, this will not entitle you to any refund. However, if the Supplier cannot confirm your request, you will receive a full refund.

## Supplier Cancellations and Refunds

Where a supplier cancels a confirmed booking made via our Site, a refund of the amount you paid for your booking will be made within a reasonable amount of time of the cancellation by the Supplier and you may receive an email or other communication from TourHub containing suggestions for alternative tours.

## 9. International Travel

By offering bookings for travel in certain international destinations, TourHub does not represent or warrant that travel to such areas is advisable or without risk. TourHub cannot accept any liability for compensation or losses that result from travel to such destinations. You (and any children travelling with you) must be in possession of a full machine-readable passport valid for 6 months after the date of your return of your tour, together with any applicable visas. It is your sole responsibility to ensure you obtain and pay for any applicable visas, reciprocity fees, affidavits, immunisations, that are required to be allowed entry into each destination. In some countries you may be subject to entry fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local authorities. For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and possessing these documents whilst on the tour is your sole responsibility. TourHub accepts no responsibility for such information and cannot be responsible for advising and/or obtaining required travel documentation for you, or for any delays, compensation, and/or losses including missed sectors of your tour/holiday related to improper documentation or government action on your entry.

### 9.1 Health: International Travel

By offering reservations for travel in particular international destinations, TourHub does not represent or warrant that travel to such areas is advisable or without risk. TourHub will not be liable for damages or losses that result from travel to such destinations.

You and any children traveling with you must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, immunisations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services.

Obtaining and carrying these documents is your sole responsibility. TourHub bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation/holiday related to improper documentation or government decisions about entry.

Health: It is solely your responsibility to ensure that you meet all health entry requirements, obtain the necessary immunisations, take all recommended medication, and follow all health advice with regard to your tour.

## 10. Termination

10.1 We may issue a warning, temporarily suspend, permanently suspend or terminate your right to use this website if you:

10.1.1 Substantially breach any of these Terms and conditions;

10.1.2 Infringe or violate or attempt to infringe or violate any rights of any other user(s) of this website and/or third parties in connection with this website; or

10.1.3 If you are using this website to commit or attempt to commit a criminal offence.

## 11. Jurisdiction and Enforceability

11.1 If any provision of these Terms and Conditions are held by a competent authority to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will not be affected and will remain valid.

11.2 In the event of a dispute in connection with or arising out of these Terms and Conditions, English law and the Courts of England and Wales will apply.

11.3 These Terms and Conditions will only apply as between us and you. Unless as otherwise stated in these Terms and Conditions no other person may benefit or rely upon these Terms and Conditions.

## 12. Complaints procedure

### Service standards

We aim to provide a high level service to all our customers but occasionally things can go wrong. When this happens we will do everything we can to put things right and assist you.

What to do if you have a complaint?

If you have a complaint about our service, please contact us.

By email:

Please email us at [enquiries@TourHub.co](mailto:enquiries@TourHub.co) and we will attempt to resolve your complaint by close of business the following working day. If we are unable to resolve your complaint, we will try and agree the next steps with you.

In writing:

Please address your letter to TourHub Limited Cardiff Business Technology Centre, Senghennydd Road, Cardiff, CF24 4AY for the attention of the Customer Relations Manager and we will attempt to resolve your complaint by close of business within 7 working days of receipt of your letter. If we are unable to resolve your complaint, we will try and agree the next steps with you.

By telephone:

We are happy on request to correspond with you by telephone.

For the purposes of handling complaints our working day is 9.00hrs to 17.00hrs Monday to Friday, excluding Bank Holidays.

Please include your name and address, a contact telephone number and details of why you are unhappy. This will help us to respond to you as quickly as possible. If we do not have enough information to investigate your complaint, we will try and contact you to ask for further details.

If we are unable to resolve your complaint by the close of business the next working day, we will send a written acknowledgement of your complaint to you within 5 working days of its receipt. In our acknowledgement we will advise you of the name and job title of the person who will be dealing with your complaint.

By the end of eight weeks after receipt of your original complaint letter we will send you a final response or a letter explaining why we are still not in a position to issue a final response and advising you of when we expect to be able to do so.

If your complaint is regarding a tour product or service that you have purchased via this website, then you should complain directly to the relevant tour product provider or service provider responsible for supplying the tour product or service about which you wish to complain. Each tour product supplier or service provider will have in place their own provision for arbitration of disputes

We cannot answer complaints on behalf of a tour product or service provider or accept responsibility for any such complaints. We recommend that you visit the website of the tour product or service provider and follow their complaints procedure if you wish to make a complaint against them.

Our Terms & Conditions were last revised on 1<sup>st</sup> January 2021