

General Terms and Conditions

1. Introduction

- 1.1. This Website, www.girlabout.co.uk (the “**Website**”) is owned and operated All About The Story Limited trading as Girl About and the Girl About Travel Club (“**we**” “**us**”, “**our**”). We are registered in England and Wales under company number with company number 10027642 and registered office at 9 Barrowby Close, Menston, Ilkley, West Yorkshire, England, LS29 6EA and our contact email address is support@girlabout.co.uk
- 1.2. These Terms and Conditions (“**Terms**”) along with our privacy notice and disclaimer, available on our Website, set out the basis on which you may access and use our Website and/or our associated social media channels and confirm the basis on which we supply any of our products or services shown or described on our Website (“**Products**”) to you. When you access, visit or use our Website your use constitutes acceptance to the Terms. If you do not intend to be bound by them please do not visit or use our Website, or proceed with any order or purchase from our Website
- 1.3. We reserve the right to make changes to these Terms at any time. All changes will be posted on our Website and you will be responsible for regularly checking for any updates. Your first use of our Website following any changes constitutes your acceptance of the updated Terms therefore please review these Terms regularly to keep informed of any changes.
- 1.4. If you purchase a particular service or product from us then you may be asked to agree to separate Terms and Conditions which are specific to that product or service. Should a dispute or conflict arise then any separate terms that are agreed will take priority over these general terms and conditions.
- 1.5. For the purposes of these Terms, any reference to Website shall include our social media channels and any associated groups or forums.

2. Accessing our Website

- 2.1. Our Website is intended for individuals over the age of 18.
- 2.2. Access is provided free of charge and on an ‘as available’ basis and we shall not be liable if you are unable to use or access it for any reason.

3. Information contained on our Website

- 3.1. Our aim is to provide you with essential travel related information, resources, support and guidance. Unless we state otherwise, the information we provide is intended for general access which means it's not personal to you and should not be taken or relied upon as advice, guidance or information personal to your own situation or circumstances. If you choose to make a decision based upon information from our Website you do so at your own risk. We do not accept liability for any direct, special, indirect or consequential damages, or any other damages of whatsoever kind arising from use or loss of use, data, profits, reputation or goodwill or any such anticipated losses whether arising in contract, negligence or other tortious action due to or connected with your use of our Website or any information obtained either directly or indirectly from our Website.
- 3.2. Whilst we use our reasonable efforts to ensure that any information we provide through our Website is accurate at the time it was included, occasionally there may be inadvertent errors for which we apologise.
- 3.3. If we provide you with recommendations, reviews, opinions or similar comments then these are based upon our personal opinions or the opinions of our employees, associates, or our Preferred Travel suppliers (as defined below) and are for general information purposes only. Nothing on or within our Website constitutes advice and should not be taken or interpreted as such.
- 3.4. If we provide you with information concerning travel to a particular destination this does not constitute a representation or warranty that travel to that destination is advisable or without any risk. You shall be responsible for checking that the destination is safe for you to travel to and for checking any legal requirements to allow you to travel or to enter or leave the destination and we shall not be liable for any damages or losses that may arise.
- 3.5. Where we provide you with access to services provided by a third party then in the event you choose to enter into a purchase or transaction with that third party then you do so at your own risk. We shall not be liable for any act, omission, errors, representations, warranties, breach or negligence of any third party or

any personal injury, death, property damage or other damages and expenses resulting from your purchase or transaction with such a third party.

- 3.6. If we provide you with access to information on our Website which includes fitness, health, or wellness related content, which may include physical activities or challenges, you will be responsible for ensuring that you are fit and well before engaging in any activities or challenges and for monitoring your own physical condition so that you do not exceed the limits of your physical capabilities.
- 3.7. If we provide you with access to information on our Website which includes recipe ideas or inspiration, this information is intended for general use and information only and does not take into account nutritional information, potential allergies or intolerances. It shall be your responsibility to review any recipe and ensure it is suitable for you to consume.
- 3.8. If we provide you with access to any online events, workshops, demonstrations, activities or other interactive services ("**Events**") then you accept and acknowledge that your viewing, participation or use of, access to and engagement with any such Events shall be at your own risk and we shall have no liability to you whatsoever in connection with the provision of any Event. You shall be personally responsible for reviewing the content and details of any Event and for deciding whether the Event is suitable for you to attend, view or engage with. Where you choose to participate in any such Event and any activities offered or provided as part of an Event then such decision shall be wholly at your own risk and you will remain responsible for your own health and safety at all times.

3.9.

4. **Accessing our groups and forums - Your responsibility to others**

- 4.1. We want to ensure that everyone accessing our Website and any of our social media groups or forums and becoming part of our community feels safe and comfortable and therefore we ask you to agree to conduct yourself in a reasonable and responsible manner at all times when accessing any of our forums, community areas or private groups ("**Groups**") and not to act in a manner which may cause offence, distress or alarm to any other individual accessing them
- 4.2. When you access any part of our Website or our Groups you agree:
 - 4.2.1. **NOT** to use your access for any unlawful purpose;
 - 4.2.2. **NOT** to record any part, for your personal use or otherwise;
 - 4.2.3. that access is at your own risk;
 - 4.2.4. **NOT** to capture or share images of any other person or that include any other person without that person's express permission;
 - 4.2.5. **NOT** to upload, post, transmit or otherwise make available content that
 - a) is by its nature defamatory, libelous, obscene, demeaning or which causes offence to another individual whether intended or not;
 - b) discloses personal and/or confidential or sensitive information about another person;
 - c) is threatening or causes another individual to feel harassed or in fear; and/or
 - d) is classed as spam.
- 4.3. If we deem that you are acting in a way which causes offence, distress or alarm to us or another individual accessing our Website or Groups then you will be prevented from accessing our Website or Group. All decisions will be at our absolute discretion.
- 4.4. We ask that if you become aware of any inappropriate behaviour, comments, or content being shown or displayed within any of our Groups or on our Website you agree to notify us as soon as possible.

5. **Prize draws**

- 5.1. From time to time we may promote prize draws on our Website. Where we do so the following terms will apply, unless we expressly state otherwise.
- 5.2. Details of how to enter or access the prize draw will be as displayed on our Website and form part of these Terms. By choosing to enter a prize draw you are accepting these Terms.
- 5.3. You must be over 18 to enter and a resident of the UK, Channel Islands, Isle of Man or the Republic of Ireland.
- 5.4. You shall only be entitled to one entry unless we expressly state otherwise.

- 5.5. You may enter via our Website, by email or by post. All entries are free and no purchase is necessary. by All About The Story Limited trading as Girl About and the Girl About Travel Club at 9 Barrowby Close, Menston, Ilkley, West Yorkshire, England, LS29 6EA and our contact email address is hello@girlabout.co.uk
- 5.6. All entries must be received by the date shown on the Website. Late entries will not be included. We reserve the right to refuse any entry which is incomplete or illegible. We shall not be liable in the event you are unable to access our Website for whatever reason to complete your entry.
- 5.7. We shall own all intellectual property rights in all entries. By choosing to enter the prize draw you are assigning any and all of your intellectual property rights in your entry to us.
- 5.8. We shall determine the winner in accordance with the terms set out on our Website and our decision shall be at our sole discretion and shall be final. All winners will be notified by email within 14 working days of the prize draw closing.
- 5.9. All prizes are non-transferable and no cash alternative will be offered.
- 5.10. If you are a winner you agree to us publishing your name on our Website and other promotional materials and agree to participate in such marketing or promotional activities as we reasonably require.

6. Purchases made through this Website

- 6.1. When you place an order to purchase any of our products or services ("**Order**") you are confirming that you are over 18, that you are legally capable of entering into a legally binding contract and that all information you provide to us is true and accurate.
- 6.2. Your Order is a contractual offer that we may choose to accept. After placing your Order you will receive an acknowledgment email which confirms your Order details.
- 6.3. Our acknowledgment email is not acceptance of your Order. Your Order will only be accepted when we are satisfied that the details of the product or service are correct, that payment has been approved and that we are able to fulfil your Order.
- 6.4. If your Order is not accepted we will notify you by email and provide a full refund.
- 6.5. We will confirm acceptance of your Order and our legally binding contract ("**Contract**") by sending a confirmation email.
- 6.6. If your purchase includes digital content or other content available for immediate access or download, then when you place your Order you will be asked to accept that you wish to receive immediate access and that you understand that you will lose your right to cancel your Contract other than as set out within these Terms.
- 6.7. All images shown on our Website are for illustrative purposes only and any sizes or dimensions are approximate. We accept no liability for colours not matching the colour displayed on your viewing monitor.
- 6.8. You have a right to cancel your Contract and receive a full refund within 14 days starting from the day after you receive the Product or access to the Service.
- 6.9. Should you wish to cancel your Contract within the 14 day period then you must notify us in writing by email to support@girlabout.co.uk or by completing the attached cancellation form.
- 6.10. When cancelling you will be responsible for returning your purchase to us in the same condition it was supplied to you and you will be responsible for all costs of returning it to us.
- 6.11. We will process any refund due to you once we receive your returned purchase.
- 6.12. The purchase price of all products and services will be as shown on our Website and your thrive cart checkout page at the time of purchase.
 - 6.13. If you choose to make payment by credit or debit card then you authorise us to charge your payment method. If it is rejected, or fails, but you've still received access to the product or service then you agree to provide full payment within 7 days from access to the product or service being provided.
 - 6.14. We reserve the right to change our prices at any time. Any changes will not affect the price where payment has already been made and a welcome email sent.
 - 6.15. If you purchase services on a monthly subscription basis then you will be liable to make payment every month until you cancel your subscription in accordance with the Terms and Conditions that are applicable to that service.
 - 6.16. In the event it comes to our attention that a product or service on our Website is incorrectly priced, where the correct price is lower than the price shown on our Website, we shall charge the lower amount. Where the item's correct price is higher than the price shown on the Website, we shall contact you to ask whether you wish to proceed with the purchase at the correct, higher price, or we shall reject your Order and notify you that your Order has been rejected.
 - 6.17. Where a pricing error exists and that error is obvious, unmistakable and could have been reasonably recognised by you then we shall have no liability or obligation to provide the product or service to you at the lower, incorrect price.
 - 6.18. Where we offer a discount or other promotional offer or code then these will be subject to individual terms and conditions.

- 6.19. Once the 14 day period following delivery of, or access to, your purchase has passed, no refunds shall be provided save where there is a fault with your purchase. In light of our refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. If you have any concerns with your purchase then you agree to notify us in accordance with these Terms. If you choose to pursue a chargeback claim without first contacting us then you accept that such action shall constitute a breach of these Terms and you shall be responsible for the repayment of any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £50 per hour.
- 6.20. Where you discover a fault with your purchase then please contact us. We will arrange for return of your purchase (where applicable) and upon satisfactory inspection, we will provide you with a full refund. We will not be liable where there is a fault and we have provided you with update or instructions which you have failed to follow or implement.
- 6.21. All purchases will be delivered within 14 days from the date of purchase unless otherwise advised by us.
- 6.22. We retain all rights in all products and services until full payment has been received by us.
- 6.23. Any products and services offered for sale through our Website are to be used as described on the Website and on the basis of these Terms or any separate Terms and Conditions that apply to that product or service.
- 6.24. We warrant that our products and services are of satisfactory quality and reasonably fit for the purposes in which they are intended to be used as described on the Website.
- 6.25. Save for the warranty set out above, all warranties and representations are excluded to the fullest extent of the law.
- 6.26. Re-selling or distribution of our products or services is prohibited.
- 6.27. Your Contract will be between you and us. You cannot transfer your rights and obligations under these Terms without our written approval and no third party shall have any right to enforce any of these Terms.

7. Gift Vouchers for Travel Club Membership (“the Membership”)

- 7.1. Gift vouchers must be activated within 6 months from the date of purchase, unless otherwise stated.
- 7.2. Gift vouchers are provided in electronic format only.
- 7.3. Gift vouchers can be activated by email us on support@girlabout.co.uk and following the instructions on the gift voucher.
- 7.4. The recipient of the gift voucher must agree to the Membership Terms and Conditions, which are provided and are available when the gift voucher is activated before they are entitled to access and use the Membership.
- 7.5. Anyone refusing to accept and abide by the Membership Terms and Conditions will be refused access. If you or the recipient of a gift voucher is refused access to the Membership on this basis no refunds will apply.
- 7.6. Refunds will be provided for any unused gift vouchers where notice to cancel is provided within 14 days from the date of purchase (see Clause 6 above).
- 7.7. Following successful acceptance of your purchase your gift voucher will be provided to you in electronic format by email to the email address you supply to us. It is your responsibility to ensure your contact and delivery details are correct.
- 7.8. We shall not be liable for the loss of or damage to any gift voucher which prevents it from being used.
- 7.9. We reserve the right to refuse access to the Membership where we consider, in our reasonable opinion, that the gift voucher is invalid or fraudulent or where we have concerns as to the individual's suitability to access the Membership in accordance with clause 10 of the Membership Terms and Conditions.

8. Complaints or Concerns

- 8.1. If you have any concerns about our Website or our Groups or if you experience a fault or other issue with our Website then please let us know by email to

9. The content we share on our Website

- 9.1. We take the protection of our Intellectual Property Rights very seriously. Any information, material, resources or other content (“Content”) that you may have access to on or through our Website or our Groups belongs to us and all copyright, moral ownership and any other intellectual property rights that arise and/or exist within that Content (and any and all derivatives of it) is owned exclusively by or licensed to us and is protected by intellectual property laws applicable to the United Kingdom.
- 9.2. When you access or use our Website or our Groups you agree not to copy, reproduce, amend, repost, share, publish, distribute, rent, sell or store any of our Content or assist others in carrying out any such activities without our express written permission.
- 9.3. Where any Content contains intellectual property belonging to a third party, its use will be subject to that third party's terms and you shall be responsible for seeking consent to use it from that third party. Nothing contained within these Terms shall be construed as any form of implied or express licence or other form of

use of that party's intellectual property and we shall not be liable to you in respect of your use or attempted use of any Content that contains material belonging to a third party.

10. Your Personal Data and how we use it

- 10.1. Any Personal Data you provide to us during your use of our Website will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation including the General Data Protection Regulation 2016/679. For full details of how we process, use, collect and store your Personal Data please refer to our privacy notice which can be found at www.girlabout.co.uk

11. Our relationship with our Preferred Suppliers

- 11.1. As part of your access to our Website you may have the opportunity to benefit from access to our Preferred Suppliers who may provide you with travel related information, offers and services. Our Preferred Suppliers are selected by us due to their outstanding levels of customer service and high level of travel experience. We only work with Preferred Suppliers that are ATOL and ABTA registered.
- 11.2. Our Preferred Suppliers are independent contractors and are not our agents or employees and whilst we shall use our reasonable endeavours to ensure the information we include from them is up to date and accurate, we are unable to guarantee the accuracy of any information or that it is free from errors or omissions.
- 11.3. Where we facilitate enquiries through our Preferred Suppliers our actions are simply as an advertising intermediary or introducer for the Preferred Supplier and not as agent.
- 11.4. Should you choose to take advantage of any of the information, offers or services advertised by our Preferred Suppliers on our Website then any enquiry or any subsequent purchase, agreement or transaction will be made between you and the Preferred Supplier directly and their terms and conditions shall apply. It will be the Preferred Supplier that will be responsible for processing any payment that you make and for fulfilling any agreement that you make with them. It shall be your responsibility to review and ensure that you understand any terms and conditions before you enter into any agreement, transaction or purchase with them and since we shall not be party to any purchase, agreement or transaction then any dispute or conflict that may arise should be directed to the Preferred Supplier directly and not to us.
- 11.5. You agree and accept that any purchase or transaction made with a Preferred Supplier is at your own risk and that we shall have no liability for any act, omission, error, representation, warranty, breach or negligence of a Preferred Supplier or any other individual or party connected with your enquiry, purchase, agreement or transaction or any personal injury, death, property damage or other damages and expenses resulting from your purchase or transaction with a Preferred Supplier.
- 11.6. Any decision to enter into an agreement, purchase or transaction with any Preferred Supplier shall be entirely your decision and it shall be your responsibility to ensure that you undertake such investigations or enquiries as are necessary to fully understand the nature or content of any agreement, purchase or transaction and ensure that it meets your expectations, needs or requirements.
- 11.7. If you choose to make a purchase or transaction through our Preferred Suppliers, or based upon information obtained in connection with our Website, you will remain responsible for ensuring that you are fit to travel, that you comply with any legal requirements to travel including but not limited to, obtaining any required travel visas, licences, certifications or consents, that you are responsible for checking any immunisation or health requirements to enable you to travel and that you obtain any necessary insurances.
- 11.8. We confirm that where you successfully complete any purchase, agreement or transaction with any Preferred Supplier that we may receive a commission from the Preferred Supplier. Details of any commission that we receive is available upon request.

12. Brand relationships

- 12.1. It's important to us to be completely honest about our relationship with third party companies or brands and to declare anything that we receive for free. In the same way that we hand pick our Preferred Suppliers we do not work with any brands that we do not like, that do not align with our values or our mission and most importantly that we wouldn't use ourselves or recommend to our trusted friends and family.
- 12.2. When we work with third party companies or brands our aim is to provide you with valuable and relevant information or resources that we think will interest you.

12.3. There are different ways that we work with brands and companies. In some instances we will be gifted with a free product or service, or access to a venue, activity or experience in exchange for a review. In these circumstances whilst the product or service is gifted, the review will always be our honest opinion and we shall always make it clear where we have received a gift.

12.4. In the event we are paid to promote a third party company or brand we shall make it clear that we have been asked to promote that product or service and just like our relationships with Preferred Suppliers, even if we receive payment for any promotion we will only promote brands or companies that we know, like and trust and that we feel will be valuable to share with our community.

13. Acceptable Use of our Website

13.1. You may only use and access our Website in a way which is lawful and in accordance with these Terms and in particular:

13.1.1. you must ensure that you comply fully with any applicable local, national and international laws, guidance and regulation;

13.1.2. you must not use any part of our Website in a way which is unlawful and/ or fraudulent;

13.1.3. you must not use our Website to transmit data that contain any form of virus, malicious software or code which is designed to cause damage or could have an adverse effect on any computer hardware or software;

13.1.4. you must not use our Website in any way that will, or is intended to, cause upset, distress or harm to any individual in any way;

13.1.5. you must not try to gain unauthorised access to our Website or any computer hardware or software connected to our Website;

13.1.6. you must **not** use our Website or any of its content for any commercial purposes or benefits without first obtaining our express written permission or licence if applicable;

13.1.7. you must **not** use our Website for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

13.2. You are permitted:

13.2.1. to view the Website in a web browser;

13.2.2. to download or print any free resources which are explicitly marked suitable for download;

13.2.3. to download the Website or parts of it for caching;

13.2.4. to post to our Website or social media channels where such posting is permitted. In such cases, posting shall include but not be limited to, posting your original content, commenting on posts or in response to emails, commenting on social media live streams or videos. Where you choose to post any information on our Website or social media channels you are representing that you are at least 18 years of age. We shall not be responsible for reviewing or confirming the accuracy of any content posted by you;

13.3. Where we offer a free resource on or through our Website, whether this is offered as a free gift or in exchange for your personal information, by viewing or downloading that free resource you accept and understand that it is only to be used for your own personal benefit and should not be copied, altered, distributed or otherwise shared.

13.4. Where you choose to post as set out above, you agree that you will not post any content or information which could cause damage, harm, upset or distress to another user of our Website or that may cause damage to our business or reputation. In the event it is determined that you have posted any content or information in breach of this sub-clause then we reserve the right to remove such content immediately, to terminate your access to our Website and to take such action as is necessary to the full extent of the law;

13.5. Where you choose to post any content or information as set out above you are also providing us with a full and unlimited, non-exclusive and unrestrictive world-wide licence to use, copy, publish, distribute and sell the content you post in whole or in part. By posting you are agreeing to waive your intellectual property rights in relation to the content you post. We are under no obligation to identify you or otherwise credit you as the author of any content which you post and which we may choose to use.

13.6. We reserve the right to suspend or terminate your access to our Website where we determine that you are in material breach of this Clause or any other conditions contained within these Terms. We further reserve the right to disclose your identity to any relevant third party and to take legal proceedings against you for reimbursement of any costs we incur as a result of your breach.

13.7. Our Website may contain links to other websites. We are not responsible for these websites and they are not under our control. We have no knowledge of the privacy policies and practices of those sites, their site content, or whether cookies or other tracking devices are used and therefore we do not accept responsibility for, nor any liability in connection with, these third-party websites. If you have any concerns regarding the privacy of your information you should ensure you are aware of the privacy policies and terms of use of those sites before accessing them or disclosing any personal information.

13.8. You may link to our Website provided the following conditions are met:

13.8.1. You have obtained our written permission;

13.8.2. the link is undertaken in a fair manner;

13.8.3. the link is owned by you;

13.8.4. the link is not unlawful and does not damage our reputation or seek to take advantage of it;

13.8.5. the link does not suggest or imply any form of association, partnership, approval or endorsement on our part where none exists; and

13.8.6. you do not use any images, logos, trademarks, branding details or other content displayed on our Website without our express written permission.

13.9. We reserve the right to withdraw our permission to allow links to our Website at any time and for any reason. In the event that we exercise our discretion to withdraw such permission then, upon request, you agree to immediately remove any links to our Website.

14. Reviews and Testimonials

14.1. If you share testimonials, reviews, comments, information, graphics or images ("**Third Party Content**") with us you are granting to us, free of charge, permission to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, that Third Party Content in any way as we reasonably require within our business or to lawfully promote our business. You can amend your consent at any time by emailing us.

14.2. When sharing Third Party Content you confirm that you have the legal right to share it and that it doesn't infringe any third party's intellectual property or other rights.

15. Events outside of our control

15.1. We shall not be responsible for any failure to perform, or a delay in the performance of any of our obligations under these Terms and Conditions should we be prevented or delayed due to any act, event, omission or accident beyond our reasonable control ("**Events**"), including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control.

15.2. Should an Event arise which affects our performance then:

15.2.1. we shall contact you as soon as possible;

15.2.2. the time for performance under our contract and our obligations under these Terms and Conditions will be suspended for the duration that the Event continues;

15.2.3. if your delivery date is affected by an Event then we shall contact you with an updated delivery date once the Event is over;

15.2.4. you have the right to cancel your contract in accordance with Clause 7.1. We reserve the right to cancel your contract where an Event continues for longer than 90 Days.

15.2.5. All refunds will be considered in accordance with our refunds policy set out above.

16. Warranties and guarantees

16.1. We do not warrant or guarantee that your access to our Website will be:

- 16.1.1. available or accessible at all times;
- 16.1.2. accessible via your particular hardware or software;
- 16.1.3. free from interruptions or errors;
- 16.1.4. free from defects;
- 16.1.5. free from viruses
- 16.1.6. suitable for your particular personal situation or circumstances.

16.2. We do not warrant or guarantee that the Website and any Content is:

- 16.2.1. accurate, up to date or free from any errors or inaccuracies;
- 16.2.2. accessible and/or compatible with your hardware and software;
- 16.2.3. not capable of infringing any third-party rights; or
- 16.2.4. suitable to meet your required expectations or needs

16.3. Where we use testimonials or feedback from our customers and/or clients on our Website this content is not to be taken as a guarantee that any current or future customers or clients will receive the same benefits or results. Testimonials are included on the Website purely as an example of the experiences other individuals have encountered in connection with our products or services.

17. **General**

17.1. Should any part of these Terms be deemed invalid or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

17.2. These Terms shall be governed by the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.