

LOVE2SHOP HOLIDAYS
WEBSITE TERMS AND CONDITIONS

Introduction

This website is owned and operated by Park Retail Ltd (registered in England with company number 402152) ("**Park Retail**").

Park Retail is a subsidiary of Appreciate Group plc. (registered in England with company number 1711939) ("**Appreciate Group**").

Both Park Retail and Appreciate Group have their registered office at Valley Road, Birkenhead, Merseyside, CH41 7ED and throughout this privacy policy these companies shall together be referred to as "**our/us/we**".

These website terms and conditions together with our: (a) booking conditions; (b) privacy policy; and (c) cookie policy (all of which can be accessed by following the links at the footer of this website) set out the basis on which you visit and use our website and place orders.

Please read them carefully as they contain important information and by visiting and using our website you agree that you have read, understand and agree to them.

If you want to ask Us anything about these website terms and conditions or have any comments on or complaints about this website then please contact us using the contact details shown on this website.

1. Ownership of Rights

All rights, including copyright, in this website are either owned by or licensed to us. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without our written permission. You may not modify, distribute or re-post anything on this website for any purpose.

2. Accuracy of Content

We have taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website and at our discretion. All prices are displayed inclusive of VAT. We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website.

3. Damage to your Computer

We make every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites/mobile apps accessible through it won't cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website and screen out anything that may damage it. We shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

4. Third Party Website Content

Where we provide links to other company websites, we are not endorsing their products or services. Your use of these links is entirely at your own risk, and we do not accept responsibility or liability for the content, use or availability of these sites. We have not checked the content of these sites. Our website may also contain some material provided by third parties and we cannot accept responsibility or liability for the accuracy of that material.

5. Exclusions of Liability

Any disclaimers and exclusions of liability in these terms & conditions shall not apply to any damages arising from death or personal injury caused by our negligence or any of our employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

6. Changes to Legal Notices

We reserve the right to change these terms & conditions from time to time and you should look through them as often as possible.

7. Use of this Website from outside the UK

Unless otherwise specified, the materials on this website are directed solely at those who access this website from the United Kingdom mainland. We make no representation that any products or services referred to in the materials on this website are appropriate for use, or available, in other locations. Those who choose to access this website from other countries are responsible for compliance with local laws if and to the extent local laws are applicable.

8. Law, Jurisdiction and Language

This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England. All contracts are concluded in English.

9. Liability

- a) Nothing in these Conditions shall exclude or limit the liability of Park for death or personal injury caused by Park's negligence or fraudulent misrepresentation.
- b) Park shall not be liable to the Client in contract, tort or otherwise howsoever and whatever the cause thereof for any:
 - (i) economic loss of any kind whatsoever;
 - (ii) loss of profit, business contracts, revenues or anticipated savings;
 - (iii) damage to the Client's reputation or goodwill;
 - (iv) loss resulting from any claim made by any third party, or
 - (v) special, indirect or consequential loss or damage of any nature whatsoever.
- c) Without prejudice to Condition 9.a) and 9.b) Park's liability in contract tort, or otherwise arising by reason of or in connection with the Contract shall be limited to the amount receivable by Park for the claim under its insurance policy covering such risk. The Client acknowledges that delay in notifying any claim may prevent Park recovering any money under such policy. Nothing in this Condition shall require Park to obtain any insurance or claim on any insurance it holds.

10. Force Majeure

In the event that Park is prevented or delayed in or from carrying out any of its obligations under the Contract as a result of any cause beyond its control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with Park's own employees); power failure; accidents; inadequate performance of, failure of computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles then Park shall be relieved of its obligations and liabilities under the Contract for as long as such fulfilment is

prevented and if the delay is more than 3 months either party can terminate.

11. General

a) The failure to exercise or delay in exercising by Park of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

b) The Client shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract, without the prior written consent of Park. Park may assign, licence or sub-contract all or any part of its rights or obligations under the Contract without the Client's consent. References to Park shall include its successors and assigns.

c) The Conditions and any quotation and/or acknowledgement of Order issued by Park contain the whole agreement between Park and the Client. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Client warrants to Park that in entering into the Contract it has not relied on and shall have no remedy in respect of any statement or promise which is not set out in the Contract.

d) The Contract shall be construed in accordance with and governed in all aspects by English Law and the Client submits to the exclusive jurisdiction of the English Courts.

12. Variations

We may vary these website terms and conditions at any time and any variations that we make will be displayed on this page by uploading an updated version of these website terms and conditions.

You should check this page frequently for any variations and you agree that this is an appropriate method to vary these website terms and conditions.