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[www.travelhands.co.uk](http://www.travelhands.co.uk)  
Charity no. 1201509

## Terms of Use

Last update: 26/09/2023

Welcome to Travel Hands' Terms of Use!

This document sets out the conditions that apply to your use of our website, mobile applications and/or services, and your purchase of services from us. **Please review the below terms carefully, as they constitute a binding legal contract between you and us.**

### 1. Background to these Terms of Use

- 1.1 Please read these terms carefully. Please review these Terms of Use carefully, and make sure that you understand them before using the Service.
- 1.2 Legally binding. These Terms of Use constitute a legally binding agreement between you and Travel Hands.
- 1.3 Acceptance. By accessing the Service, you agree to be bound by these Terms of Use. If you do not accept them, you are not permitted to use the Service, and you should cease using the Service immediately.
- 1.4 Consumers only. The Service is for consumers only – it is only to be used for non-commercial, non-business, private purposes by consumers. By accepting these Terms of Use, you confirm to us that you are a consumer and not acting in the course of a business.
- 1.5 Availability. Travel Hands may change or discontinue the availability of all or parts of the Service at any time without prior notice to you.

### 2. Definitions

When we use certain capitalised words in these Terms of Use, they have the specific meaning outlined either in this Section 2 or in the sentence where that term is defined.

- 2.1 “**Account**” means your account on the Service, which is created when you register with us by completing the registration process on the Service.
- 2.2 “**Service**” means: (i) the website located at [www.travelhands.co.uk](http://www.travelhands.co.uk) (including its subdomains); (ii) any mobile applications made available by Travel Hands through its website, the Apple App Store and/or Google Play Store; and (iii) any other associated interfaces, applications or websites owned or operated by Travel Hands from time to time.
- 2.3 “**Terms**” means the terms and conditions set out on this page, together with the Travel Hands policies explicitly referenced herein (e.g. our [Privacy Policy](#)).
- 2.4 “**you**” and “**your**” means an end-user of the Service.

### 3. **Our right to vary these Terms of Use**

- 3.1 Changes to these Terms. From time to time, we may make changes to these Terms. If we do so, we will: (i) post those changes in an updated version of these Terms on the Service; and (ii) where we consider the changes will materially or adversely affect you or your rights, notify you of such changes via email (where possible).

The latest version of these Terms applies. Your use of the Service will always be subject to the latest version of these Terms, which you can find at any time on this page. It is your responsibility to check this page periodically for changes.

### 4. **Information about Travel Hands and our contact details**

- 4.1 Who we are. This Service is operated by TRAVEL HANDS, a charitable incorporated organisation registered in England whose registered address is at Russel and Co, Station House, Station Approach, East Horsley, LEATHERHEAD, Surrey KT24 6QX. In these Terms, “**Travel Hands**”, “**we**”, “**our**” and “**us**” are all references to that entity.
- 4.2 How to contact us. You can contact us by writing to: [contact@vipworldservices.com](mailto:contact@vipworldservices.com).
- 4.3 Information about the Service. Travel Hands is a service designed to ease the outdoor commute of ‘VIPs’ (Visually Impaired People) by pairing them with sighted and verified volunteers to walk together to similar destinations ensuring a safe, convenient, and inexpensive travel experience. A VIP can submit a trip request that is automatically sent to a volunteer near them, alerting the volunteer to their location. The accepting volunteer will then come and pick the VIP up and walk towards the requested destination. The Service acts as the interface between VIPs and volunteers for this to happen!

## 5. **Accounts**

- 5.1 Account creation. You may choose to register for an Account on our Service. In that case, you will have to provide certain information about yourself as prompted during the registration process on the Service.
- 5.2 Accurate and up-to-date information. If you do create an Account, all the registration information you submit should be truthful and accurate. We will rely on that information to deliver our services to you and communicate with you. If, for any reason, any information you submit is or becomes untruthful, inaccurate and/or incomplete, you should update that information to maintain its accuracy.
- 5.3 Asking us to delete your Account. You can ask us to delete your Account at any time, for any reason, in accordance with our [Privacy Policy](#). Please contact us if you wish to do so.
- 5.4 Our right to delete your Account. We reserve the right to terminate your Account if doing so is necessary to protect the security of our Service, to preserve your privacy, or if you are in breach of these Terms.
- 5.5 You are responsible for your Account. You are responsible for maintaining the confidentiality of your Account log-in information (including, for example, your username and password).
- 5.6 Unauthorised use of your Account. You should notify us immediately if you suspect or become aware of any unauthorised use of your Account or any other breach of its security.

## 6. **Privacy Policy**

- 6.1 Your privacy. Our policies and procedures relating to our use of your personal information are outlined in our [Privacy Policy](#).
- 6.2 Marketing communications. We may from time to time send you marketing communications about our services. We will only do so in accordance with our [Privacy Policy](#), and where either: (i) you have opted to receive such communications from us; or (ii) you have previously purchased similar services from us. You can of course decide to stop receiving such marketing communications at any time by following the steps outlined in our [Privacy Policy](#).

## 7. **Your conduct**

- 7.1 Safeguarding policy. When using the Service, you are expected to comply with our [Safeguarding Policy](#) at all times.
- 7.2 No harmful material. By using the Service, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms

or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Service.

7.3 Keep your details confidential. You agree and undertake to keep the username and password for your Account confidential, not to disclose your password to any other person, and not to permit any other person to log in to the Service using your username and password.

7.4 No interference. You agree not to interfere with the servers or networks connected to the Service, or otherwise jeopardise the correct functioning of the Service.

7.5 Other restrictions. You agree not to:

- (a) attempt to reverse-engineer or sell, export, license, modify, copy, distribute or transmit the Service (or any part of it) to any third-party, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Service;
- (b) attempt to gain access to secured portions of the Service to which you do not possess access rights;
- (c) impersonate any other person while using the Service;
- (d) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Service;
- (e) resell or export the software associated with the Service;
- (f) use the Service for any illegal purposes (or to promote any illegal activity);
- (g) use the Service to generate unsolicited advertisements or spam; or
- (h) use any automatic or manual process to search or harvest information from the Service, or to interfere in any way with the proper functioning of the Service.

## 8. **Restrictions**

8.1 In providing you with access to the Service and permitting you to make purchases via the Service, Travel Hands reserves the following rights (and you agree that Travel Hands will have the following rights):

- (a) the right to refuse or withdraw your access to the Service in accordance with applicable laws (with or without notice) if we judge that you have violated or breached any of these Terms;

- (b) the right to amend or update the Service, availability or price of any part of the Service, and available payment methods from time to time; and
- (c) the right to report you to the police or other judicial body if we believe in our sole and absolute discretion that your conduct on the Service is or may be unlawful.

## 9. Intellectual property

9.1 Licence. Subject to these Terms (in particular, the restrictions outlined in the previous section), Travel Hands grants you a licence to use, access, download and install (as relevant) the Service on the basis that this licence is:

- (a) **not a commercial licence** – you can only access and use the Service for your own personal, non-commercial uses (i.e. not for any business purposes);
- (b) **non-transferable** – you can't pass this right to someone else;
- (c) **non-exclusive** – other people can access and use the Service;
- (d) **revocable** – we have the right to remove your ability to use the Service; and
- (e) **limited** – the licence does not extend beyond what has just been described above.

9.2 Ownership. Travel Hands and/or its licensor(s) are the sole owners of the Service, which includes any software, domains, and content made available through the Service.

9.3 Termination of licence. Any unauthorised use of the Service will result in the automatic termination of the limited licence granted by us above. We reserve the right to terminate that limited licence without notice at any time following an unauthorised use by you of the Service.

9.4 All rights reserved. All trademarks, logos, trade dress, service names and service marks ("**Marks**") displayed on the Service are Travel Hands' property or the property of certain other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third-party as may own the relevant Marks.

9.5 App Stores. If you obtain our mobile application from the Apple App Store or Google Play Store, you acknowledge that we (and not Apple or Google) are responsible for such mobile applications and any content available through them. You understand that neither Apple nor Google has any obligation to you in connection with the use of such mobile applications. However, should you make any in-app purchases, you understand that Apple or Google (as relevant) will charge the relevant amount to your selected payment method, and any requests for refund should be directed to them. Your access

to our mobile applications on the Apple App Store or Google Play Store is subject to the terms and conditions applicable to your use of the relevant store.

## 10. **Your content**

- 10.1 Feedback and reviews. If, at any time, you send to us any feedback, reviews, creative ideas, suggestions, proposals, plans or other materials, whether through the Service, via email, by postal mail or otherwise, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any such content without any compensation to you.

## 11. **Purchases**

- 11.1 Services may vary from their description. Travel Hands aims to provide you the information you need to know about the essential characteristics of our services. Although we try to make sure they are as faithful and accurate as possible, any information provided in such description are for illustrative purposes only.
- 11.2 Compliance with UK laws. We are a UK-based charity, and as such can only ensure that the services we make available through the Service comply with applicable UK laws and regulations.

## 12. **Payment**

- 12.1 You authorise us to charge your payment method. By making any purchase on the Service and providing us with your payment details, you authorise Travel Hands (acting through its third-party payment processor) to charge the relevant payment method to take payment for your order. You must ensure that you are authorised to use the payment method used for your purchase. We will not be responsible for any losses you may suffer if the payment method you use to pay for a purchase does not have sufficient funds to cover all costs of that order.
- 12.2 Taxes are included. All prices displayed on the Service include applicable sales taxes (such as VAT) at the rate that is in force from time to time.

## 13. **Our liability**

- 13.1 We are responsible to you only for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms or failing to act with reasonable care and skill. We are not responsible for any loss or damage that is not a foreseeable result of our breaching these Terms or failing to act with reasonable care and skill.
- 13.2 Our liability to you is limited. In the event of any dispute between you and us relating to these Terms, your use of the Service or the purchase of any services, our total

liability to you will be limited to: (i) in respect of any dispute relating to a purchase on our Service, the amount that you paid for that purchase; or (ii) in respect of any other dispute, the amount of one hundred Pound Sterling (£100).

- 13.3 What we do not exclude. Nothing in these Terms will limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) your key legal rights as a consumer in connection with any purchase made on the Service; and
  - (d) any other liability that cannot be excluded or limited by applicable law.
- 13.4 We are not liable for business losses. The Service and the services available through it are only for domestic and private use. If you use the Service or any services for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 13.5 We are not liable for other users of the Service. The Service allows you to connect with other users (whether 'VIPs' or volunteers). While we make every effort to vet users of the Service and do so in accordance with our legal obligations, we exclude all responsibility to you for the acts and omissions of other user of the Service to the fullest extent permitted by applicable law.
- 13.6 Do not rely on information available on our Service. The content on our Service is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our Service, we make no representations, warranties or guarantees, whether express or implied, that the content on our Service is accurate, complete or up to date.
- 13.7 We are not liable for events outside our control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission accident or Act of God beyond our reasonable control. Our performance of our obligations under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use reasonable efforts to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Terms may be performed despite the Force Majeure Event.
- 13.8 Service provided 'as is' and 'as available'. We provide the Service to you 'as is' and 'as available'. This means that, to the fullest extent permitted by applicable law, we disclaim any implied terms as to title, merchantability, fitness for a particular purpose

and non-infringement. In particular, we do not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure or error-free.

#### 14. **General**

- 14.1 We are not responsible for websites we link to. Where our Service contains links to other sites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 14.2 Complaints. Should you have any complaints about our Service and/or our services, please contact us providing clear details of the complaint (including, where relevant, an order reference). We will use reasonable efforts to respond to your complaint as soon as possible.
- 14.3 Disputes. These Terms are governed by English law and we both agree to submit to the non-exclusive jurisdiction of the English courts. If you are a resident of a country in the European Economic Area (EEA), you may bring a claim to enforce your consumer protection rights in connection with these Terms in England or in the EEA country in which you live.
- 14.4 Nobody else has any rights under these Terms. These Terms are between you and us, and no other person will have any rights to enforce any of the relevant terms.
- 14.5 Even if we delay enforcing our rights under these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 If a court finds part of these Terms illegal, the rest will continue in force. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 14.7 Travel Hands may transfer its rights under these Terms to someone else. Travel Hands may transfer its rights and obligations under these Terms to another organisation – for example, this could include another member of Travel Hands' group of companies. We will take reasonable steps to ensure that any such transfer does not affect your rights under these Terms.
- 14.8 Personal agreement. The agreement formed under these Terms is personal to you, and you cannot transfer any of your rights under them to any other person without our prior express written consent.



- 14.9 Email counts as 'in writing'. When we use the words “**writing**” or “**written**” in these Terms, this includes emails. For contractual purposes, you: (i) consent to receiving communications from us by email; and (ii) agree that all communications that we provide to you by email satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing.