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### **Our Rights**

We reserve the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. Change these Conditions from time to time, and your continued use of the Website (or any part of) following such changes shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions, then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Website from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use this website. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

## **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or offensive content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **Delivery Policy**

When you click to make a purchase or booking with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase or booking through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase or booking, it is deemed that you have read and understood the terms and conditions for such purchase or booking. If you have any queries please contact us before making any purchase or booking for any service through this website.

## **Order processing**

Order processing will not begin until we receive a confirmed order and full payment (or deposit as agreed).

## **Payment Options and Pricing**

All transactions will be processed in British Pounds (£).

## **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

## **Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of The Netherlands whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the Users obligation to periodically check these Terms and Conditions at the Website for changes or updates. The Users continued use of this Website following the posting of changes or updates will be considered notice of the Users acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## **Consent**

I understand that all the designs and trademarks are registered to African MTB Adventures and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs

incurred by African MTB Adventures for any civil action or any legal action deemed necessary against me.

### **Contact Details**

**Company Name:** African MTB Adventures

**Telephone Number:** +447341859761

**E-mail Address:** [ian@africanmtb-adventures.com](mailto:ian@africanmtb-adventures.com)

**Contact Person:** Ian Armstrong

**Street Address:** The

Ropewalk

**Town:** Nottingham

**Province:** Nottinghamshire

**Postal Code:** NG1 5DT

**Country:** United Kingdom

### **Seller**

AfricanMTBAdventuresisregisteredattheaddress:4c, Park Heights, The Ropewalk, Nottingham, NG1 5DT

You can contact us by email; [ian@africanmtb-adventures.com](mailto:ian@africanmtb-adventures.com), phone: +447341859761

### **Applicability**

Every order implies the agreement by the Buyer of these terms and conditions, which in their totality form part of the agreement with the Seller, to the exclusion of all other general or specific terms and conditions on the side of the Buyer unless otherwise explicitly agreed in writing.

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All our quotes are obligation-free. We are only bound by an order once it has been confirmed in writing or once it has begun to be processed. Information related to products and prices, as well as the detailed order information, is compiled and distributed subject to changes and corrections.

### **Privacy**

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