

# PriorityGO

## Terms & Conditions

### Privacy Policy

## Terms and Conditions

### 1. Definitions and Interpretation

In these Terms and Conditions the following terms shall have the following meanings:

- **"Acceptance"** means the process by which PriorityGO accepts a Customer / Member's offer to purchase a hotel stay, holiday or package advertised for purchase on the Website and/or as notified to a Customer / Member in any communications sent from PriorityGO, as set out in detail in clause 7.2 of these Terms and Conditions;
- **"Account"** means collectively the personal information, payment information and credentials used by Users to access the Service and / or any communications System on the Website.
- **"Content"** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
- **"Customers / Members"** means Persons who have chosen to become and been accepted as members or customers of PriorityGO, who are required to comply with these Terms and Conditions together with any other terms of membership that PriorityGO may issue to a Customer / Member from time to time;
- **"Products"** means the products or services that a member can book with a Supplier through the Website, verbal communication or in writing, which may include a package holiday, accommodation, flights, experiences, tours or any other travel service or product, as provided by Suppliers and as detailed on the Website from time to time;
- **"PriorityGO"** means Axeva Partners Limited (registered in England & Wales under company number 0785350) and whose registered office is situated at Suite 310e, East Wing, Sterling House, Langston Road, Loughton, IG10 3TS.
- **"Service"** means collectively any online facilities, tools, services or information that PriorityGO makes available through the Website either now or in the future;
- **"System"** means any online communications infrastructure that PriorityGO makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
- **"Suppliers"** means suppliers of tours, holidays, products or other services (whether a tour operator, hotel, airline, ground handler or any other supplier or provider), who shall be directly responsible to a Member who books with a Supplier for the Products;
- **"User(s)"** means any third party that accesses the Website and is not employed by PriorityGO and acting in the course of their employment, whether a Member or otherwise;

- **"Website"** means the website of PriorityGO, as currently accessed through the url address as www.prioritygo.com, together with any sub-domains of this website, unless expressly excluded by their own terms and conditions, or any other url address as PriorityGO may nominate from time to time.

## 2. Intellectual Property and terms of use

1. Ownership: Subject to the exceptions in Clause 2.2 below, all Content included on the Website (unless uploaded by Users and accepted for inclusion on the Website by PriorityGO) including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software (including the copyright, database, trademarks, design rights or other intellectual property right, in whatever format and whether registered or not, "Intellectual Property") is the property of PriorityGO, or our affiliates or licensors. By continuing to use the Website you acknowledge that such Content is protected by applicable United Kingdom and International Intellectual Property rights and other laws and that you can only use the Content for the purposes of viewing the Content and using the Website in accordance with Clause 2.2 below.
2. Allowed use: Subject to these Terms and Conditions you may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website for personal purposes only, unless otherwise indicated on the Website, or unless given express prior written permission to do so by PriorityGO. Personal use includes, but is not limited to, recreational use, social use, and use in education as a student or teacher. Specifically you agree that:
  3. you will not use the Content of the Website for commercial purposes; and
  4. you will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given express written permission to do so by PriorityGO.
5. Trademarks: "PriorityGO" and the PriorityGO logo are trademarks of PriorityGO. All other trademarks, service marks and trade names used on the Website are the property of their respective owners and are used by PriorityGO under licence for inclusion on the Website. All such trademarks, service marks or trade names may not be reproduced, copied, downloaded or otherwise exploited without the permission of PriorityGO or the relevant owner. You must not use the trademark, service marks, trade names or logos featured on the Website for any purpose.
6. Third Party Intellectual Property: Where expressly indicated, certain Content and the Intellectual Property rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy or terms that may be relevant.
7. Content that you or other Users may upload: Commentary and other materials posted on the Website are not intended to amount to advice on

which you should rely. PriorityGO disclaims all liability and responsibility arising from reliance on that Content or other commentary/materials by any User or other third party. Where PriorityGO provides any interactive services on the Website, we will do our utmost to ensure that such services are provided and used in accordance with these Terms and Conditions, although please note that we are under no obligation to monitor or moderate any such interactive services. We do, however, reserve the right to remove any Content or materials uploaded by you or any other User or third party on the Website in our entire discretion.

### 3. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of PriorityGO or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### 4. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the Website [www.prioritygo.com](http://www.prioritygo.com) without prior permission. Deep linking (i.e. links to specific pages within the site), framing or other such activity requires the express prior written permission of PriorityGO. To find out more please contact us by email at [info@prioritygo.com](mailto:info@prioritygo.com)

### 5. The Service

0. Login details: Where you are provided with login details to access the Website as a User (whether a Member or registered User), you must treat those login details as confidential and not disclose such details to any other third party. You can create and manage your own Account within the PriorityGO Website and we will hold your information within your Account section within the Website, in accordance with our Privacy Policy. We have the right to disable any User identification codes or login details (including access to your Account), whether chosen by you or allocated by us, at any time, if in our opinion you have not complied with any provision of these Terms and Conditions.
1. What PriorityGO does: PriorityGO sells (on behalf of hotels, acting as their agent) hotel stays, holidays, and package deals, having secured great discounted rates with various Suppliers. Each booking that a customer may make through PriorityGO with Suppliers will be made up of one or more offers which may be available at any given time. Offers may include additional items or components, such as meals or activities. For avoidance of doubt, unless explicitly stated in the offer or sale description, offers are for accommodation only. All Products shown on the Website (or as notified to Customers / Members through email communications) are subject to availability and Customers / Members acknowledge that they will need to check that an offer is still available before booking.

2. PriorityGO acts as an agent of the travel industry whose Products are featured on the Website, or as communicated to Customers / Members. PriorityGO carefully selects the suppliers with whom it acts as an agent (based on their experience, reputation, feedback on quality of services, etc) for Customers / Members to contract directly with those suppliers for the provision of those featured Products. PriorityGO provides the opportunities for Customers / Members to book with its suppliers at great rates by providing the Service, but PriorityGO is not responsible in any way for the provision of the Products which a Member may purchase from the Suppliers through the PriorityGO and all contracts for provision of the Products that a user may purchase are on the booking terms and conditions applicable to the relevant Supplier with whom a Customer / Member may contract, as notified to the Customer / Member at the time of booking. PriorityGO does not warrant or guarantee that the quality and standard of the Products offered on the Website by Suppliers for whom PriorityGO acts as agent.
3. Rates and Suppliers terms: PriorityGO negotiates discounted prices with Suppliers. The sale price displayed on the site or in verbal / email communication is the discounted price. When buying Products through PriorityGO, your contract will be with the Supplier (e.g. the hotel company) and not PriorityGO. PriorityGO only acts as an agent for the Supplier. Accordingly, PriorityGO is not responsible for the conditions or limitations placed on any sale by the Supplier of the Product being sold (such as, by way of example, the inability to cancel a booking once placed). Separate terms and conditions will apply to your booking and purchase of the Products purchased through any sale. You agree to abide by the terms or conditions of the Supplier with whom you contract, including compliance with the Supplier's rules and restrictions regarding availability and use of fares and the Products. You understand that any breach of any Supplier's conditions may result in cancellation of your booking, in your being denied access to any flights or hotels that may be contained as part of the Products you have booked and / or in your forfeiting any monies paid for such booking, and in PriorityGO debiting your account for any costs PriorityGO incurs as a result of such breach.
4. Sale Information:

All our prices are shown in pounds sterling US Dollars & Euros depending where you as the Customer / Member reside and include VAT where applicable. PriorityGO sells hotel stays and holidays at discounted prices. The sale descriptions specify the prices and what is included in your purchase, as well as any special conditions that apply. We try and avoid errors in our sales descriptions and prices. However, we reserve the right to correct errors in sales descriptions and prices before Acceptance of your order. Unless otherwise stated in the sale description the prices shown are for rooms only and don't include other potential costs such as travel costs or local taxes.

We aim to use photographs and descriptions to give an accurate illustration of the Products. They are not intended to be exact, for example you are not guaranteed an identical view to that shown in a sale photo.

We show a percentage discount as part of the sale information. This compares our sale price against the "rack rate" provided by the hotel. When additional services (such as meals or activities) are included in the sale, we add those to the rack rate.

## 6. Making a booking

0. Sale Information: The advertising of Products on the Website constitutes an "invitation to treat". Any Products detailed on the Website are subject to availability and therefore we need to check availability once a Customer / Member indicates that they would like to make a booking for a Product, before this can be confirmed. A Customer / Member's request to book a Product constitutes a contractual offer to purchase that Product, however no legally binding contract will come into force between a Customer / Member and a Supplier unless and until there has been Acceptance by a Supplier (as notified to a Customer / Member by PriorityGO) that the booking placed by the Customer / Member has been Accepted.
1. For Acceptance of a booking for a Product to take place the following steps will need to be completed:
  2. the Member will need to offer to purchase a Product on the Website or email communication.
  3. PriorityGO will issue a voucher acknowledgement confirming receipt of the booking PriorityGO will contact the Supplier to check availability prior to any contract coming into existence;
  4. PriorityGO shall (following the issue of the automated response referred to in clause 6.2.2 above) check that no details of a Product need to be corrected and that there are no accidental errors or omissions, and check the availability in respect of the Product with the relevant Supplier. In the event that any such errors or omissions need to be corrected, or a Product is no longer available, PriorityGO shall provide notification of this to the Customer / Member as soon as reasonably practicable; and
  5. following checks made by PriorityGO relating to a Product that a Member has requested to book, PriorityGO will notify a Customer / Member as to whether a Product can be booked by issuing a notification by email that a booking with a Supplier has been made, such notification being Acceptance of a booking for a Product on behalf of a Supplier and a legally binding contract shall then be created between the Customer / Member and the relevant Supplier for provision of the Product in accordance with the relevant Supplier's terms and conditions.
6. For the avoidance of doubt, PriorityGO reserves the right to alter or amend the details of a Product or withdraw a Product at any time up to the point of Acceptance in the event that it is aware of any error or omission relating to the details of the Product or in the event that it receives a request to do so from the Supplier of the Product.
7. Please make sure that you are eligible and able to travel on the dates of your holiday to your chosen destination before making a booking.
8. If you have any special requests you must let us know when you make the booking. PriorityGO will attempt to pass on all reasonable requests to Suppliers, but cannot guarantee that such requests will be met by Suppliers of the Products. PriorityGO cannot accept bookings that are conditional on the fulfilment of a special request.

9. If you have a medical condition, which may affect your booking, please let us know before making a booking so we can find out if the Product is suitable before you make a booking.
10. There's 'hold' functionality available for most of our sales. For avoidance of doubt, 'holding' a sale does not constitute a booking or making contract to purchase a particular Product; it simply prevents other PriorityGO Customers / Members from booking that allocation. A hold is NOT a deposit on a booking and is not a guaranteed or confirmed booking. In the event that a hold has to be cancelled by PriorityGO due to that date being closed out by a Supplier unfortunately we cannot be held liable for any extra costs incurred to the Member (for example, if travel has already been booked separately).
11. Once your booking has been completed and payment for your Product has been made (in accordance with clause 7 below), PriorityGO will issue you with:
  1. booking receipt with details of the Product that you have booked. Please note this is a complete booking confirmation with all details of your itinerary, etc – this will be sent to you by PriorityGO and our booking receipt will also confirm receipt of monies that we have taken on behalf of the Supplier and details of the dates your Product has been booked for;
12. When you receive documentation for your hotel stay/holiday, please ensure you check that these are correct and in the case of travelling abroad, that they match the names and ages on the passport(s).
13. In the event that tickets and/or travel documents don't arrive by post or email, Priority Go will not be held liable for this. Please contact Priority Go should you not receive these.

## 7. Payment Terms

0. Bills and Payments: We only accept payments by credit or debit card or via Pay Pal and bank transfer. For your convenience and in order to safeguard your payment information all payments are transacted through the secure server of our on-line payment processing provider and once you have entered all relevant information correctly payments will be taken automatically. Invoices are immediately sent to you by E-mail. We take your personal privacy and financial security extremely seriously - see our Privacy Policy for more information.
1. Payment Terms: When paying bills, time is of the essence and we ask you to ensure that your card details are valid and that you have sufficient funds available.
2. Failed payments: In the event that a payment fails we will ask you to provide updated payment details. We may temporarily suspend your Account if an amount remains unpaid for more than 14 days. We reserve the right to charge interest at a rate of 4% per annum over Bank of England Base Rate on all amounts that remain outstanding 30 days after the issue of our invoice.
3. Refunds and Cancellations: If you have any query about an amount that has been charged by us to your card, please contact us straight away. In the event that we find a payment has been taken in error we will refund the amount immediately to your credit or debit card. Refunds are at the sole discretion of PriorityGO. The Customer / Members must adhere to the cancelation deadline that it is

communicated to the Customer / Members when making the booking, this is supplied to PriorityGO by the Hotel / Supplier. Once the cancellation deadline has passed no refunds can be given for any reason to the Customer / Member as this will then make the booking non-refundable at this point, the customer will be bound by the email and information sent to them at the time of booking.

## 8. Alterations

0. Unless otherwise stated in the Product description, once Acceptance has taken place all Product sales on the Website are final. If alterations or cancellations are available from the Supplier, they may be subject to a charge as per the Supplier's own terms and conditions.
1. Bookings that are made through Priority Go have a 100% non-cancellable/non-refundable policy, if a Member wishes to make a change to their booking of a Product with a Supplier, then Priority Go will use its reasonable endeavours to assist a Member in the Member's attempts to alter or cancel a booking, but can give no guarantee that such attempts will be successful and cannot be held liable for any applicable charges that the Member may need to pay in order to give effect to any such change or alteration.
2. Please note that if a Supplier's terms and conditions include provisions relating to changes and cancellations of bookings, such terms shall not be binding on the Supplier when bookings are made for Products featured with Priority Go. This is because of the discounted rates that Priority Go have managed to secure with the Supplier, which is generally on the basis that the booking is final and cannot be changed. Customers / Members should therefore be aware that any such cancellation terms or provisions on changes to Products booked through Priority Go would be deemed as non-cancellable and non-refundable, unless otherwise stated, or unless the Supplier has agreed to this in writing.
3. Depending on the reason for cancellation, you may be able to reclaim any cancellation charges payable (less any applicable excess) under the terms of your insurance policy. All claims must be made directly to the insurance company concerned.

## 9. Cancellations by Suppliers

0. Most changes are minor. Occasionally, we have to notify you of a "significant change" that a Supplier may make. A significant change is a change made before departure which, taking account of the information given to us at the time of booking and which we can reasonably be expected to know, we can reasonably expect to have a major effect on your stay. In the unlikely event of the Supplier cancelling or amending your booking for a Product after the booking has been made, we will tell you as soon as possible. If there is time to do so before departure, we will seek to secure from the Supplier the offer to you of the following options (depending on what the Product you have booked is):
  1. (for significant changes) accepting the changed arrangements; or

2. for hotel only reservations, a choice of accepting an offered alternative or cancelling your reservation with a full refund of monies paid. In the case of no alternative being available from the supplier, they may instruct us to cancel and give a full refund; or
3. purchasing an alternative package, of a similar standard to that originally booked if available. You must pay the applicable price of any such package. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper; or
4. cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid.

Please note: Our Supplier may not give the above options where any change made is a minor one. When cancellations or changes do occur, PriorityGO will not be held liable for extra costs incurred for example for travel expenses, or other accommodation, which you may be able to claim on your travel insurance.

1. In the rare cases that our Supplier cancels your booking after it has been Accepted, you will be notified by PriorityGO, we will support you in getting a refund or changing your dates. PriorityGO is not responsible for costs associated with a cancellation by the Supplier. This is why we always recommend that you buy travel insurance to cover against cancellations.

## 10. Cancellations by you

While our bookings have a 100% non-cancellable/non-refundable policy, in the event that you contact us to request to cancel your booking, we will contact the relevant Supplier. However, you are also bound by their terms and conditions and a cancellation is not always possible and where it is, charges may apply.

## 11. Termination and Suspension

In the event that a Customer / Member breaches these Terms and Conditions, PriorityGO reserves the right to suspend or terminate a Customer / Member's access to the Service and its' Account, and to suspend your membership. Any Users banned in this way must not attempt to use our service under any other name or by using a name of another User, with or without the permission of that User.

## 12. Complaints

0. If the Product is as described by PriorityGO, but you're unhappy with any aspect of the experience, please take this up with PriorityGO. We will deal with the situation immediately, or will deal with your query in reasonable timescales.

## 13 Travel Insurance

We consider adequate travel insurance to be essential to cover you while you're away. Please ensure that you have a valid travel insurance policy from the time of booking your holiday for the countries you will be travelling to or through, and to cover the activities that you may undertake whilst you are on holiday. It is essential that all members of the party booked are covered by the policy (in case of families) or have their own adequate policy



in place. You must ensure you read all conditions and information applicable to any policy you purchase.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate, for your particular needs

## 14. Privacy

Use of our Website & services is also governed by our Privacy Policy, which is incorporated into these Terms and Conditions by this reference and accessible for viewing our privacy policy.

## 15. Disclaimers

0. PriorityGO makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
1. No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
2. The information on this Website is not designed with commercial purposes in mind. Commercial use of the Content of this Website is forbidden under Clause 2 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and PriorityGO makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
3. Whilst every effort has been made to ensure that all descriptions of services available from PriorityGO correspond to the actual services available, Priority Go is not responsible for any variations from these descriptions.
4. The Website may contain opinions, recommendations, statements and information provided by third parties. PriorityGO does not represent, endorse or guarantee the truthfulness, accuracy or reliability of any such third party Content, or endorse any opinions or recommendations expressed by such third parties. Users understand and agree that you download or otherwise obtain material or data through the use of the Website at your own discretion and risk and any reliance on third party Content will be at your own risk. You agree that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material or data.
5. PriorityGO shall not be liable for and accepts no responsibility for any information presented by a third party (including Suppliers), including but not limited to pricing, liability in connection with bookings and cancellations, performance of any contracts entered into between you and Suppliers, or any other circumstances that may arise during your trip.

6. PriorityGO cannot guarantee that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. You must not misuse the Website by introducing viruses, Trojans, worms, logic bombs or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.
7. Any destination/attraction/tour/travel guide information on this Website written or provided by PriorityGO is purely for information. PriorityGO endeavours to ensure that such information is accurate, however PriorityGO provides no guarantee that such information is accurate. This information does not form part of your agreement with any third party including Suppliers) and is provided solely as additional background content. PriorityGO shall not be held liable in any

## 16. Availability of the Web Site

0. The Service is provided "as is" and on an "as available" basis. We give no representation, guarantee or warranty that the Service will be free of defects and / or faults, and/or available. To the maximum extent permitted by the law we provide no representation, guarantees or warranties (express or implied) that the Service is fitness for a particular purpose, compatible with the facilities that you access the Service from and/or is of satisfactory quality.
1. Access to the Website is permitted on a temporary basis and PriorityGO reserves the right to withdraw or amend the service provided on the Website without notice. PriorityGO shall not be liable if for any reason the Website is not available at any time or for any period.
2. Whilst PriorityGO makes every effort to keep information and Content featured on the Website up-to-date and accurate, however PriorityGO makes no guarantees that the information and/or Content on the Website is accurate or up to date. If it is discovered that any of the information and/or Content on the Website is inaccurate, then PriorityGO will use its reasonable endeavours to correct any errors or omissions as quickly as possible after being notified of them.
3. PriorityGO accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship, or where PriorityGO is updating the Website in any way.
4. You are responsible for making all arrangements necessary for you to access the Website.

## 17. International Use

We make no representation that Content on the Website is appropriate or available for use in locations outside the United Kingdom, and accessing it from territories where the Content is illegal is prohibited. If you choose to access the Website from a location outside the United Kingdom, you do so on your own initiative and you are responsible for compliance with local laws.

## 18. Limitation of Liability

0. To the maximum extent permitted by law, PriorityGO accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein (including the Content) or any reliance on the Website or the Products sold through the Website on behalf of Suppliers, whether in contract, tort (including negligence), breach of statutory duty or otherwise. Users should be aware that they use the Website and its Content at their own risk.
1. Subject to the clause 20.3 below, PriorityGO disclaims all liability, representations, warranties, whether express or implied by statute, custom or usage, relating to the information (including the Content) contained on this Website. This does not affect your statutory rights under English law.
2. Nothing in these terms and conditions excludes or restricts PriorityGO liability for death or personal injury resulting from any negligence or fraud on the part of PriorityGO.
3. Whilst every effort has been made to ensure that these terms and conditions adhere strictly with relevant laws, in the event that any of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 19. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 20. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 21. Travel information

Please note that we can provide general information about the passport and visa requirements for your trip, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.)

is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website ([www.fco.gov.uk](http://www.fco.gov.uk)). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. If you or any member of your party is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) you are travelling to or through. Neither we, nor the Suppliers of Products, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

## 22. Notices

All notices / communications shall be given to us by email to [info@prioritygo.com](mailto:info@prioritygo.com) Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## 23. Law and Jurisdiction

These Terms and Conditions and the relationship between you and PriorityGO shall be governed by and construed in accordance with the laws of England and Wales (in relation to contractual and non-contractual matters). Both PriorityGO and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales in the event of any dispute that arises between us (whether of a contractual or non-contractual nature).

## 24. Force Majeure

Any delay in or failure of performance by PriorityGO under these Terms and Conditions will not be considered a breach of these Terms and Conditions and will be excused to the extent caused by any occurrence beyond the reasonable control of PriorityGO including, but not limited, to acts of God, power outages, natural disaster, closure of airspace and governmental restrictions, adverse or severe weather conditions, strikes, civil unrest or threat thereof, or war or threat thereof.

## 25. Payment Terms

### 0. Bills and Payments

We only accept payments by credit or debit card or via Pay Pal and in some cases bank transfer. For your convenience and in order to safeguard your payment information all payments are transacted through the secure server of our on-line payment processing provider and once you have entered all relevant information correctly payments will be taken automatically. Invoices are immediately sent to you by E-mail and may be accessed at any time via your Account.

We take your personal privacy and financial security extremely seriously - see our Privacy Policy for more information.

## 1. Payment Terms

When paying bills, time is of the essence and we ask you to ensure that your card details are valid and that you have sufficient funds available.

In the event that a payment fails we will ask you to provide updated payment details. We may temporarily suspend your Account if an amount remains unpaid for more than 14 days. We reserve the right to charge interest at a rate of 4% per annum over Bank of England Base Rate on all amounts that remain outstanding 30 days after the issue of our invoice.

## 2. Refunds and Cancellations

If you have any query about an amount that has been charged by us to your card, please contact us straight away. In the event that we find a payment has been taken in error we will refund the amount immediately to your credit or debit card. Refunds are at the sole discretion of PriorityGO.

## 3. Distance Selling Regulations

Please note that we only provide a platform for Customers / Members to purchase items from third party providers and that accordingly the cancellation provisions under the Distance Selling Regulations 2000 do not apply to your purchase of items from third party providers.

## 26. Changes to the Terms and Conditions of this User Agreement

PriorityGO reserves the right to make changes to these Terms and Conditions as it deems appropriate from time to time, or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the amended Terms and Conditions on your first use of the Website following the alterations. In the event that there are any material changes to these Terms and Conditions, PriorityGO will use reasonable endeavours to advise you that changes have been made but it is your responsibility to check regularly for updates to these Terms and Conditions. Each version of these Terms and Conditions will have an effective date from which it applies posted at the commencement of the Terms and Conditions. Unless stated otherwise, the currently effective Terms and Conditions apply to your use of the Website and the Service.

## 27. Entire relationship

0. Terms and Conditions and any documents or policies referred to herein shall govern the entire relationship between the parties to the exclusion of any other terms.
1. It is not the intention of the parties to confer any rights on any third parties by virtue of these Terms and Conditions and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions.

# Privacy policy

Axeva Partners Ltd is a UK registered company that wholly owns and operates the website [www.prioritygo.com](http://www.prioritygo.com) ("PriorityGO"). PriorityGO treats the handling of personal data seriously. This Privacy Policy details how PriorityGO will treat your personal data after it has been collected by PriorityGO, either through its website or otherwise, together with details on the type of information we may collect from you. PriorityGO will only use your data as detailed in this Privacy Policy or for its legitimate business reasons.

## Information we may collect from you

Customers / Members of PriorityGO who have an account reserve the right to manage their email preferences and may choose to opt-out of marketing communications. You will need to email us at [info@prioritygo.com](mailto:info@prioritygo.com) if you wish to opt-out of receiving marketing communications from us.

Some communications (for example, important account notifications and billing information) are considered transactional and are necessary for all of our customers. We will therefore continue to send these communications to you (where you have made a booking through us) even if you have unsubscribed from receiving marketing communications from us, unless you cancel your PriorityGO account to unsubscribe from these communications and ask for your account to be removed. To cancel your PriorityGO account, please email us at [info@prioritygo.com](mailto:info@prioritygo.com). Please note that where you cancel your account with PriorityGO, we will still hold on to any transactional data for a reasonable period of time, in case there are any issues that may need to be resolved relating to your booking. Those details will be stored in our secure database.

**We do not store financial details such as credit card numbers.** Our payment platform provider will be passed the details of your booking that we have collected from you, so that they can process your payment to our account. Once we have received your payment into our account, we will then make the relevant payments to the provider of your holiday or travel arrangements.

## How we use this information

Any personal information such as email address or postcode is held by us for the sole purpose of communicating with you as you have requested and for processing any bookings you make through us. That means that we may send you newsletters if you have subscribed with us or opened an account, or replying and corresponding with you if you give us feedback or apply for a job with us. This includes any information you provide to us on your return from holiday or any emails or records of telephone conversations we may have with you.

We will not share this information with any other parties unless we need to do so in order to fulfil your arrangements booked with third party providers, or specifically stated in any special terms and conditions as is sometimes the case with competition entries, or we are required to do so by law.

Please note that in order to complete your booking, we will need your name, address and/or email address, together with other information relevant to your booking (for example, your passport number and those for people within your group). This is so that we can process your booking and pass this to the third parties providing your booked arrangements (eg, hotels,

airlines, public authorities such as customs and immigration if required, etc), so that they have the relevant information to provide your booked arrangements. This applies to sensitive personal data that you may give to us, such as information relating to disabilities, dietary requirements and/or religious beliefs. This may involve the transfer of information outside the European Economic Area (“EEA”) and by providing us with this information you provide your consent (and the consent of those included in your group) to transfer such information out of the EEA. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes.

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006. We may disclose your personal information to third parties in the event that we sell or buy any business or assets (in which case we may disclose your personal data to the prospective seller or buyer of such business or assets).

### Cookies and our website

In addition to personal information that you choose to give us we may also collect information about your computer (usually to verify that the activity on our website is from genuine sources) and about your general usage of the website. This may include your IP address, operating system, web browser software, screen resolution and referring website.

We use cookies primarily to make our website easier for you to use as well as for marketing and analytics purposes. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our website and to deliver a better and more personalised service. They enable us:

- i. To estimate our audience size and usage pattern.
- ii. To store information about your preferences, and so allow us to customise our site according to your individual interests.
- iii. To speed up your searches.
- iv. To recognise you when you return to our website.

Our cookies don't store sensitive information such as your name, address or financial details. You can delete any cookies stored on your computer or refused to accept cookies by activating this setting on your browser which allows you to refuse the setting of cookies. However, please note that if you select this setting, this may prevent you from accessing or using all or part of the website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### Your rights

You have the right to ask PriorityGO not to process your personal data for marketing purposes. You also have the right to access information held about you by PriorityGO. Your right to access can be exercised in accordance with the Data Protection Act 1998, as

amended from time to time, and any access request may be subject to a fee of £10 to meet our costs in providing you with details on the personal data we hold about you

## Consent

By disclosing your personal information via the website, over the telephone or via email or post you consent to the collection, storage and processing of your personal information by PriorityGO in the manner set out in this Privacy Policy and our Terms and Conditions relating to your use of the website and/or making bookings through us.

## Validity / changes

Axeva Partners Ltd has the right to alter this privacy policy for any reason without prior notice. If you change your contact details, please send an email with your new details to [info@prioritygo.com](mailto:info@prioritygo.com). Any changes to this Privacy Policy will be posted to our website and (where appropriate) emailed to the last email address you have given to us, and become effective as of the later of the date we post on the website or send the email. If such changes are overall disadvantageous to you, you may object to them within 20 days after their being posted on our website or delivered to you, in which case none of the proposed changes will be effective with respect to information that we have already collected; but only to information we collect in the future.

## Queries / Contact us

If you have any questions about this Privacy Policy or about the information we hold about you, then please contact us at:

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