

Terms & Conditions

1. Introduction

1.1. This website is operated by Treffpunkt.co.uk

Please read our [Privacy Policy](#) and our [Cookie Policy](#) in conjunction with these Terms and Conditions.

1.2. Your use of the Website is subject to the following Terms & Conditions of Use, which you are deemed to accept by using the Website. If you are not prepared to comply with these terms you must leave the website immediately.

1.3. Additional terms shall apply:

1.3.1. to any purchases you make through the Website;

1.3.2. to any booking you make through the Website; and

1.3.3. where you are given an opportunity to place advertisements for goods or services on the Website.

2. Copyright

The copyright and all other rights in the material on the Website are owned by Treffpunkt or are included with the permission of the owner of the rights. As a visitor to the Website, you may download a single copy of the material on the Website on a single computer for your own private viewing/listening purposes only. Single copies of pages from the Website may be printed out for the sole purposes of enabling the person printing the page to retain a copy for their own personal records. No copying or distribution of material on the Website for any commercial or business use is permitted without our prior written consent. No photography, filming, broadcast, alteration or modification of the pages of the Website is permitted without our prior written consent except as may be reasonably necessary to use the Website in good faith. Subject to this paragraph, all rights in material on the Website are reserved to Treffpunkt.

3. Prohibited use

You agree not to use the Website:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website except where expressly permitted on the Website;
- to disseminate advertisements on the Website or use the Website for any other commercial purposes (which would include using the Website to promote or encourage the sale of your goods/services);
- to place links on the Website where those links take users to unlawful material or material that contravenes these Terms and Conditions;
- to transmit or re-circulate any material obtained from the Website to any third party except where expressly permitted on the Website;

- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms and Conditions;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- to disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- to disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;
- to disseminate any material which compromises the privacy or security of anyone other than yourself;
- to disseminate any material which does or may bring Treffpunkt or any of its brands or subsidiaries into dispute or in any way damage their reputation;
- to disseminate any material where use of the material by Treffpunkt, or any third party licensed or permitted by Treffpunkt, will give rise to any third party claims; or
- to post link(s) that take users to material that contravenes any of the above restrictions.

4. User Generated Content

4.1. The pages of the Website where you are capable of posting content are provided for your private, non-commercial exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use of the Website that is inconsistent with those stated purposes is strictly prohibited. By submitting any content to the Website, you:

4.1.1. grant Treffpunkt the right to use such content and all material embodied therein for any purposes including, without limitation, to edit, copy, reproduce, translate, disclose, post and/or remove such content from the Website and hereby waive all of the moral rights that you have under Chapter IV of the Copyright, Design and Patents Act 1988 in respect of any material you post to the Website;

4.1.2. warrant to Treffpunkt that all such content complies with the provisions of Clause 3; and

4.1.3. acknowledge that Treffpunkt may require you to confirm the above rights and warranties and agree to do so within 7 days of any request from Treffpunkt

4.2. Treffpunkt reserves the right (but not the obligation) at its sole discretion to refuse, review edit, move or remove any content that is posted to, or available on, the Website without the need to give any reasons for doing so. However, Treffpunkt will not review the materials that you or anyone else makes to the Website and therefore, unless we are

specifically notified of the nature of any item of content, you cannot assume that Treffpunkt is aware of it. If you object to the publication of any material placed on the Website please contact Treffpunkt using the contact details shown in our [Privacy Policy](#) and we will take whatever action we deem appropriate.

4.3. Treffpunkt accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of these Terms and Conditions.

5. Links to other websites

5.1. You may link to the Website but strictly only on the basis that you do not replicate the pages of the Website, and subject to the following conditions:

5.1.1. you do not create a frame or any other browser or border environment around the Website;

5.1.2. you do not in any way imply any endorsement by Treffpunkt other than with its written consent or misrepresent your relationship with Treffpunkt;

5.1.3. you do not use any logos or trade marks displayed on the Website without the express written permission of Treffpunkt;

5.1.4. you do not link from a website that is not owned by you; and

5.1.5. your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

6. Trade Marks

6.1. All Treffpunkt Trademarks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of Treffpunkt and neither they nor any confusingly similar versions may be used by you including (but not limited to) as part of any trade marks and/or domain names without the prior written consent of Treffpunkt other than for the purpose of referring to Treffpunkt and its associated brands lawfully and in good faith (only).

7. Registration

7.1. To access certain parts of the Website Treffpunkt may require you to register and provide certain information about yourself. Such registration shall be subject to specific terms of registration. Where you register you also agree to:

7.1.1. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data"); and

7.1.2. maintain and promptly update the Registration Data to keep it fully up to date.

7.2. Where information (including sensitive financial or personal information) is provided to Treffpunkt (whether directly through the Website or otherwise) you accept that these methods of communication cannot be 100% secure. Where sensitive financial information is provided to Treffpunkt it uses encryption software to attempt to prevent unauthorised access to this information being obtained. However, Treffpunkt cannot accept any responsibility or liability for any damages (other than liability for death or physical injury arising out of the negligence of Treffpunkt or its officers or any liabilities that cannot, as a matter of law, be excluded) arising from the misuse or loss of data or information submitted by you to Treffpunkt directly through the Website or otherwise. The provision of personal information by you and use of it by Treffpunkt is subject to Treffpunkt's [Privacy Policy](#).

7.3. Where you register on the Website, you will be allocated a user name and password. These account details must be used solely by you; sharing your user name and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:

7.3.1. maintain the security of your user name and password and be fully responsible for all use of the Website made using your user name and password;

7.3.2. immediately notify Treffpunkt if you become aware of any unauthorised use of your user name and password or any other breach of security by sending an appropriately worded email to the contact details shown in our [Privacy Policy](#)

7.3.3. ensure that you exit from your website account at the end of each session. Treffpunkt cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

7.3.4 By registering or subscribing you accept that we may monitor individuals site usage; this information will be used to ensure appropriate use of the site and to inform product offerings and development

8. Disclaimer

8.1. Whilst Treffpunkt endeavours to ensure that the Website is normally available 24 hours a day, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not accept any liability arising from any interruption in availability. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

8.2. You acknowledge that whilst Treffpunkt endeavours to ensure that information on the Website and any related material provided to you by Treffpunkt, whether by email or otherwise Treffpunkt is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by Treffpunkt..

8.3. Treffpunkt will not share any details with third party.

8.4. Treffpunkt will use reasonable endeavours to ensure that the Website and the Materials do not contain or promulgate any viruses or other malicious code. However, it is

recommended that you should virus check all such materials and regularly check for the presence of viruses and other malicious code. Treffpunkt excludes to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Website.

8.5. Treffpunkt will not be liable for any damages (including, without limitation, damages for loss of the profits) arising in contract, tort or otherwise from your use or inability to use the Website or any content or from any action taken (or refrained from being taken) as a result of using the Website or any content of it, including in respect of infringement of third party rights arising from the your use of the content.

8.6. Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. Treffpunkt has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. Treffpunkt therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk. Please note that Treffpunkt gives no warranty that links to third party sites on the Site shall be marked as such.

7.7. The Website may contain links to third party websites where you may purchase items. You acknowledge that when making a purchase from a third party website you enter into a contract with that third party at your own risk and Treffpunkt will bear no liability for that contract. Please note that third parties may operate such shopping sites with reference to the name of the Website, but that does not mean that Treffpunkt are responsible for their conduct or any contracts that you enter into with them.

9. Suspension of access to the Website and User Indemnities

9.1. If, for any reason, Treffpunkt believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, suspend or cancel your access to all or some of the Website immediately and without giving you any advance notice.

9.2. Without prejudice to the provisions of Clause 10, you agree to compensate Treffpunkt in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 3.2.

10. Limitation of Treffpunkt's Liability

10.1. Treffpunkt will not be liable to you for any loss or damage caused by Treffpunkt or its employees or sub-contractors in circumstances where:

10.1.1. there is no breach of a legal duty of care owed to you by Treffpunkt (or its employees or sub-contractors); or

10.1.2. such loss or damage is not a reasonably foreseeable result of any such breach; or

10.1.3. in respect of any increase in the loss or damage resulting from your actions.

10.2. Nothing in these Terms & Conditions shall exclude or limit Treffpunkts liability for:

10.2.1. death or personal injury caused by the negligence of Treffpunkt and/or its employees negligence; or

11.2.2. fraudulent misrepresentation by Treffpunkt and/or its employees.

11. Variation of these Terms & Conditions of Use

11.1. Treffpunkt reserves the right to vary these Terms & Conditions of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions on the Website. By continuing to use the Website you will be deemed to accept such variations. You should therefore check the Website from time to time to review the then current Terms & Conditions. These Terms & Conditions were last updated in August 2017.

12. General

These Terms & Conditions shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms & Conditions unless Treffpunkt shall elect to bring proceedings in the courts of the country of the user's residence or of principal place of business.

12.2. These Terms & Conditions, as varied by Treffpunkt from time to time form the entire understanding between us. Headings in these Terms & Conditions are for convenience only and will have no legal meaning or affect.

12.3. No delay or indulgence by Treffpunkt in enforcing the provisions of these Terms & Conditions shall affect Treffpunkt's rights under them nor shall any waiver of Treffpunkt's rights operate as a waiver of any subsequent breach.

12.4. No right, power or remedy conferred upon or reserved for Treffpunkt is exclusive of any other right, power or remedy available to Treffpunkt provided either under these Terms & Conditions or as a matter of law and each such right, power or remedy shall be cumulative.

12.5. You may not assign sub-license or otherwise transfer any of your rights or obligations under these Terms & Conditions.

12.6. If any provision of these Terms & Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain valid and enforceable.

12.7. Nothing in these Terms & Conditions shall operate to exclude liability that cannot as a matter of law be excluded and in particular, and notwithstanding the limitations of liability set out above, our liability for death or personal injury caused by our negligence shall not be excluded or limited in any way.