

A Navan Company

# REED & MACKAY WEBSITE AND SYSTEMS TERMS AND CONDITIONS

Reed & Mackay provides corporate travel management for business professionals. We are registered in England and Wales under company number 00963087 and have our registered office at Nexus Place, 25 Farringdon Street, London, EC4A 4AF. Our online services are provided through our website, <a href="www.reedmackay.com">www.reedmackay.com</a> (the "Site"), which is operated by Reed & Mackay Travel Limited ("Reed & Mackay", "we").

These terms and conditions (the "Terms") also refer to other additional terms which also apply to your use of our Site. Please see also:

- the Privacy Notice; and
- the Cookie Policy.

By using our Site, you accept the Terms set out herein and the above policies.

#### **UPDATES TO THE SITE**

Reed & Mackay may update the Site and its content at any time, without notice. Please therefore ensure that you regularly check these Terms to ensure that you understand the applicable Terms that apply at the time.

Reed & Mackay does not guarantee that the Site, or any content on it, will be free from errors or omissions.

## **ACCESS TO THE SITE**

Our Site is made available free of charge and access is permitted on a temporary basis. Reed & Mackay does not guarantee that the Site, or any content on it, will always be available or be uninterrupted, but we will try to give you reasonable notice of any suspension or withdrawal of the Site. Reed & Mackay may suspend, withdraw, discontinue or change all or any part of the Site without notice. Reed & Mackay will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary with regard to your access to the Site, including ensuring that all persons who access the Site through your internet connection are aware of these Terms (and any other applicable policies) and that they comply with them.

## PASSWORD RESTRICTED AREAS OF THE SITE

If you are provided with an account and a password to access the Reed & Mackay travel portal and/or any other restricted area of the Site (either being a "Restricted Area"), you must treat such information as confidential. You must not disclose it to any third party. Unauthorised individuals attempting to access a Restricted Area may be subject to prosecution.

Reed & Mackay has the right to disable an account if, in Reed & Mackay's reasonable opinion, you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you has access to your account or knows your account details, you must notify Reed & Mackay as soon as reasonably practicable at online.support@reedmackay.com.

## INTELLECTUAL PROPERTY RIGHTS

Reed & Mackay is the owner or the licensee of all intellectual property rights in the Site and in the content published on it (including, without limitation, any trade marks, logos and service marks). The Site and such material are protected by intellectual property laws and treaties around the world. All such rights are reserved.



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You are not permitted to use the Site or the content other than (i) as a business user in connection with an arrangement between Reed & Mackay and your employer; (ii) as a business user in connection with a potential arrangement between Reed & Mackay and your employer; or (iii) for personal use.

You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling licensing, creating derivative works or using the Site and/or any content available on or though the Site (or any part thereof) without the prior written consent of Reed & Mackay.

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site and ensure the accuracy of online booking information, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date. If in doubt and where appropriate, please contact Reed & Mackay to speak to an advisor about particular circumstances.

#### THIRD PARTY CONTENT

The Site may provide a link to other sites which will enable you to leave the Site and access third-party material and we have no control over the contents of these sites. Such links should not be construed as an endorsement, authorisation, or affiliation by us with respect to such site and its contents, its owners or its providers. Reed & Mackay will not be liable for any loss or damage that may arise from your use of a link on the Site.

Conversely Reed & Mackay may bring third-party material into the Site via inverse hyperlinks and/or framing technology. Reed & Mackay is not able to alter, update or control the content on a linked site.

# LINKING TO OUR SITE

You may link to the Site's home page, provided you do so in a way that is fair and legal and does not damage Reed & Mackay's reputation or take advantage of it. You must not: (i) establish a link in such a way as to suggest any form of association, approval or endorsement on Reed & Mackay's part where none exists; or (ii) frame the Site on any other site, nor create a link to any part of the Site other than the home page. Reed & Mackay reserves the right to withdraw linking permission without notice.

## **VIRUSES**

Reed & Mackay does not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site and you should use your own virus protection software.

You must not misuse the Site by knowingly 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 Site (including any Restricted Areas), the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Reed & Mackay will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

## LIABILITY

Nothing in these Terms excludes or limits Reed & Mackay's liability for death or personal injury arising from Reed & Mackay's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the laws of England and Wales.



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To the extent permitted by law, Reed & Mackay hereby excludes all conditions, warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

Reed & Mackay shall not be liable for any errors, omissions or delays in quotes or other data, or for any actions taken in reliance thereupon.

Reed & Mackay will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (i) use of, or inability to use, the Site; or (ii) use of or reliance on any content displayed on the Site.

Reed & Mackay will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (iv) any indirect or consequential loss or damage, in each case arising out of or in connection with your use of the Site.

Reed & Mackay will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or due to your downloading of any content from it or your use of a site and/or your downloading of any content on it which is linked to from the Site.

## **GOVERNING LAW**

These Terms are governed by the laws of England and Wales and shall be subject to the jurisdiction of the English Courts, to which you agree to submit.

## **CONTACT US**

To contact us, please email us at online.support@reedmackay.com.