

Big Bus Tours

Partner Booking Platform Terms of Use

About Us

This online platform known as the Big Bus Tours partner booking platform (“Partner Booking Platform”) is operated by Big Bus Tours Limited (“BBT”, “we” or “us”), a company registered in the United Kingdom under number 07524891, whose registered office is at 110 Buckingham Palace Road, London, SW1W 9SA.

Our contact details are:

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Email: info@bigbustours.com:

If you wish to contact us please use the details above.

Terms of Use

1. Use of the Partner Booking Platform is strictly subject to these Terms of Use. By using the Partner Booking Platform you accept these Terms of Use as forming a binding agreement between you and BBT and you agree to abide by them. If you do not agree with our Terms of Use please immediately discontinue your use of our Partner Booking Platform and do not use any of the Services.

2. In addition to these Partner Booking Platform Terms of Use, as a Partner you will need to accept our Partner Booking Platform Terms and Conditions and your Account Holder and any additional Authorised Sellers will each need to confirm that they have received notice of our Privacy Policy relating to the processing of their personal data, which together with these Partner Booking Platform Terms of Use will apply to your use of the Partner Booking Platform.

3. Any personal data which is collected or stored by us, including any personal data collected during your use of the Partner Booking Platform or your use of any Services shall be subject to our [Privacy Policy](#) and our [Cookies Policy](#) and our Privacy Policy and our Cookies Policy are each by this reference incorporated into and form part of these Terms of Use.

4. These Terms of Use are subject to change. We reserve the right in our sole discretion to amend or otherwise update these Terms of Use at any time without notice. Notification of any amendment shall be effected by posting the amended Terms of Use on the Partner Booking Platform and the amended Terms of Use shall then become effective immediately, but no changes will be retrospective. Your continued use of the Partner Booking Platform shall mean that you agree to be bound by these Terms of Use as amended or otherwise updated.

Access to the Partner Booking Platform

5. The permission granted to you to use this Partner Booking Platform is conditional upon you complying at all times with these terms, our Partner Booking Platform terms & Conditions, our Privacy Policy, and any additional terms associated with any facilities or features in which you may elect to participate with respect to our Partner Booking Platform, ("Terms of Use"). By accessing and using the Partner Booking Platform including any feature, function, content or service provided on or through the Partner Booking Platform (each a "Service"), you, and any person, company or other entity on whose behalf you are accessing our Partner Booking Platform and our Services, agree to our Terms of Use regardless of whether or not you choose to register with us.
6. Access to the Partner Booking Platform is permitted on a temporary basis and we reserve the right to withdraw or amend any Service we provide through the Partner Booking Platform without notice. We will not be liable if for any reason the Partner Booking Platform is unavailable at any time or for any period.

Intellectual Property

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9. If you print off, copy or download any part of the Partner Booking Platform in breach of these Terms of Use, your right to use the Partner Booking Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
10. You may not reverse engineer, decompile, or disassemble any of the software used in connection with the Partner Booking Platform except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Links

11. The Partner Booking Platform may include links to third party websites or other online resources. We do not endorse or approve and have no responsibility for the content of

any third party website or other online resource to which the Partner Booking Platform links including but not limited to any advertising, marketing, promotions, products or services available from such third party website or other online resource, nor for any loss caused by the use of or reliance on the content of such third party website or other online resource.

12. No authority is given (expressly or implied) by us to deep link to or to frame any of the content that appears on the Partner Booking Platform or to use any representation of any of the trade marks, service marks, trade names, branding or logos that appear on the Partner Booking Platform. Linking to the Partner Booking Platform is prohibited.

Disclaimer

13. Although BBT has taken reasonable care and precautions in compiling the Partner Booking Platform, we do not make any representations or warranties of any kind (expressly or implied) with respect to the content or operation of the Partner Booking Platform and any such representations and warranties are excluded by this notice. We do not warrant that use of the Partner Booking Platform will be uninterrupted or error free.
14. Your use of the Partner Booking Platform and the materials contained in it is entirely at your own risk. BBT does not accept any liability for losses or damages, whether direct or indirect, that you may suffer as a result of your use of the Partner Booking Platform or your reliance on the content of the Partner Booking Platform including but not limited to computer service or system failure, access delays or interruption, data non-delivery or mis-delivery, computer viruses or other harmful components, breaches of security or unauthorised use of the system arising from "hacking" or otherwise.
15. The Partner Booking Platform is made available on the basis that all liability whatsoever for any loss or damage arising out of or in connection with your use of the Partner Booking Platform, or reliance on the content of the Partner Booking Platform, is excluded by us to the fullest extent permitted by law.
16. Any typographical, clerical or other error or omission in any page posted on the Partner Booking Platform shall be subject to correction or deletion (as appropriate) without any liability on our part. We aim to update the Partner Booking Platform regularly and may change the content at any time. Any of the material on the Partner Booking Platform may be out of date at any given time, and we are under no obligation to update such material. The information on the Partner Booking Platform is based on sources believed to be reliable; however, no assurances are provided to the Partner, Account Holder or any Authorised Seller that the information is accurate and complete.

Compliance with Applicable Laws

17. You agree not to use the Partner Booking Platform (or any part of it) for any illegal purpose and agree to use it in accordance with all applicable laws. You agree not to upload or transmit through the Partner Booking Platform any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal

operating procedures of a computer. You will not upload or transmit through the Partner Booking Platform any material that is defamatory, offensive or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety. You will not use the Partner Booking Platform in any manner that violates or infringes the rights of any person or company (including but not limited to rights of intellectual property, rights of confidentiality or rights of privacy). You accept that breach of any of these obligations may result in us terminating your access to the Partner Booking Platform.

Names and Passwords

18. If you choose, or if you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
19. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

Account Holders and other Authorised Sellers

20. If you are a Partner's nominated account holder ("Account Holder") or other registered user of a Partner's account ("Authorised Seller") you must comply with those provisions in our Partner Booking Platform Terms & Conditions which are applicable to you.

Limitation of Liability

21. By accepting these Terms of Use, you expressly acknowledge, understand and agree that your access and use of this Partner Booking Platform is at your own sole risk and that your use of the Partner Booking Platform is on an "as is" basis and as and when available. All warranties, conditions and representations, express or implied, including but not limited to, title, non-infringement, merchantability, quality, and fitness for purpose are hereby disclaimed to the fullest extent permitted by applicable law.
22. Neither we nor any of our subsidiaries, affiliates, employees, agents, sellers, third-party content providers or licensors, platform service providers, or any of their officers, directors, employees or agents, shall be liable for any indirect, consequential, special, incidental, or punitive losses or damages which may arise out of or in connection with your use of the Partner Booking Platform or the use of or reliance upon any of its content.
23. Our total aggregate liability in respect of causes of action that arise, whether in tort (including negligence), breach of contract or otherwise out of or in connection with the use of the Partner Booking Platform or the use of or reliance upon any of its content or other information shall not exceed £500, save to the extent that any person suffers death or personal injury as a result of our negligence, or such liability arises as a result of our fraudulent misrepresentation, or otherwise if and to the extent that any such liability may not be lawfully excluded or limited.

Indemnity

24. By accepting these Terms of Use, you indemnify, defend and hold BBT, its licensors, subsidiaries, and affiliates, and their respective officers, directors, employees and agents harmless from and against any and all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses suffered or incurred by any of the indemnified parties of whatsoever nature arising out of or in connection with your use of the Partner Booking Platform in breach of these Terms of Use including in relation to any loss, liability, claim or demand made by a third party due to or arising out of your use of the Partner Booking Platform. BBT reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to fully cooperate with BBT's defence of such claim.

General

25. The Partner Booking Platform is controlled, operated, and administered by us from our offices within the United Kingdom and we make no representation that any Partner Booking Platform content is appropriate for use at any other location outside the United Kingdom, and access to the Partner Booking Platform from territories where the contents or products or services available through the Partner Booking Platform are illegal is prohibited. If you access the Partner Booking Platform from a location outside the United Kingdom, you are responsible for compliance with all local laws.
26. If you wish to contact us please use the contact details in the 'Help' section. Please understand that reporting a concern about Partner Booking Platform content does not guarantee that it will be removed from the Partner Booking Platform.
27. No delay, omission or forbearance by us to exercise or enforce any right, power, or remedy under the Terms of Use shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or remedy.
28. If at any time any provision of the Terms of Use is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Use or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms of Use.
29. These Terms of Use are governed by and shall be construed in accordance with the laws of England and Wales, and any claim brought under these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales.

These terms of use were last updated on 12thst November 2018 and replace all previous terms of use.