



## Terms and Conditions

### 1. Subject

Triskel Ride (hereinafter referred to as Triskel Ride) is the registered business name of Xavier Rouxel, who has developed a carpooling platform designed to put Drivers travelling to a given destination in contact with Passengers going in the same direction, in order to enable them to share the Journey (as defined below) and therefore the associated costs. This is done via a website [www.triskelride.com](http://www.triskelride.com) or via mobile application (hereinafter together referred to as the Platform). Please read these terms and conditions carefully before using [www.triskelride.com](http://www.triskelride.com) or our mobile app. They are addressed to you as an intending or an actual user of the Platform whether as an offeror of transport or as a passenger.

These terms and conditions (T&Cs) govern access to and the terms of use of the Platform. Please read them carefully. Triskel Ride retains the right to modify these T&Cs at any time. Any Member may refuse the amendments proposed, however, continued use of the Services provided by the Platform constitutes acceptance of the revised T&Cs. Members who do not accept the amended conditions may simply close their accounts in accordance with our termination guidelines. It is the responsibility of the Member to check these T&Cs from time to time, but any important amendments will be notified to Members by email.

You understand and recognise that Triskel Ride is not party to any agreement, contract or contractual relations, of any nature, entered into between the Members of its Platform. The Platform provides a method by which individuals may initiate contact with each other. We help to facilitate this, but we do not provide a transport service to Members or purport to offer advice as to transport and/or suitable travel companions which remains entirely your responsibility.

By clicking "Register with an email address", you confirm you have read and understood these T&Cs and our privacy policy, and that you agree to be bound by them.

## 2. Definitions

In this document,

Account means the account that must be created in order to become a Member and access certain services offered by the Platform;

Advert means an advertisement about a Journey posted on the Platform by a Driver;

Booking has the meaning given to it in Clause 4 below;

Booking Confirmation has the meaning given to it in Clause 4 below;

Controller, processor, data subject, personal data, personal data breach, processing, and appropriate safeguards as defined in the Data Protection Legislation;

Charity Driver Contribution means the percentage of the Cost Contribution, if any, that the Driver chooses to donate to the eco-friendly Jersey charity chosen by Triskel Ride;

Cost Contribution means, for a given Journey, the sum of money requested by the Driver and accepted by the Passenger for his contribution to the travel costs;

Data Protection Legislation the Data Protection (Jersey) Law 2018 and any other legislation relating to personal data, and all other legislation and regulatory requirements in force from time to time which apply relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Driver means the Member using the Platform, to offer to transport in a car or van to another individual in exchange for the Cost Contribution, for a Journey and at a time defined by the Driver alone;

Eco Points means the points that a Driver or Passenger will collect calculated in accordance with the type of vehicle or boat they drive and the Level Point Rules;

Eco Point Rules means the rules in relation to how Level Points can be collected as set out in Clause 5.2;

Passenger means the Member having accepted the offer to be transported by the Driver, where applicable the person on whose behalf a Member has booked a Seat;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Journey means the journey subject of an Advert published by a Driver on the Platform, and for which he agrees to transport Passengers in exchange for the Cost Contribution;

Leg has the meaning given to it in Clause 4 below;

Level Points means the points that a Driver or Passenger will collect calculated in accordance with the type of vehicle or boat they drive and the Level Point Rules;

Level Point Rules means the rules in relation to how Level Points can be collected as set out in Clause 5.1;

Member or "You" means any individual who has created an Account on the Platform;

Platform has the meaning given to it in Clause 1 above;

Seat means the seat booked in the Driver's car by a Passenger;

Service Fee has the meaning given to it in Clause 4 below;

Services means all services delivered by Triskel Ride via the Platform;

T&Cs means these Terms and Conditions as amended from time to time;

Triskel Ride has the meaning given to it in Clause 1 above;

Website means the website accessible at the address [www.triskelride.com](http://www.triskelride.com);

#### Interpretation:

A reference to a law is a reference to it as amended or re-enacted.

Any words following the terms including, include, in particular, for example, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Any reference to writing or written includes email.

### 3. Registration on the Platform and creation of an Account

#### Registration on the Platform

Users of the Platform must be aged 18 or over. By using, accessing or registering on the Platform you represent and warrant that you are aged 18 or over. You must not register to use this platform if you are under the age 18. The use of the Platform if you are under 18 is strictly prohibited.

#### Creation of an Account

You do not have to register as a Member on the Platform in order to view Adverts, however, in order to book a Seat or post an advert you must be a registered Member of the Platform.

To create your Account, you can either:

complete all mandatory fields on the registration form [\[link\]](#);

log in to your Facebook account via our Platform (hereinafter referred to as your Facebook Account). In using such functionality, you understand that Triskel Ride will have access to, will publish on the Platform, and will keep certain information from your Facebook Account. You can delete the link between your Account and your Facebook Account at any time through the "Verifications" section of your Facebook profile. If you wish to find out more about the use of your data from your Facebook Account, read our Privacy Policy [\[link\]](#) and that of Facebook.

Before registering on the Platform, you must have read and confirmed that you accepted these T&Cs and our Privacy Policy.

When creating your Account, you undertake that the information submitted shall be complete, correct, truthful and up to date. You also undertake that you will update your information where appropriate in order to ensure its accuracy and consistency with all contractual relations you have with Triskel Ride.

When creating your account you warrant that you will not communicate to any person, nor disclose your password to anyone else through any means. If you disclose your password, or lose your password, you agree to contact Triskel Ride immediately. You alone are responsible for the use or misuse of your Account by third parties, unless you have expressly notified Triskel Ride of the loss, the fraudulent use by a third party, or the disclosure of your password to a third party and you are entirely responsible for any and all activity that occurs through your account.

You warrant that my registering and using the Platform and becoming a Passenger or Driver you will not be in breach of any applicable law.

You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself.

Triskel Ride may in its sole discretion refuse to grant a Member an Account and may withdraw an Account from a Member in the event of any misuse.

#### Verification

Triskel Ride may set up a system in order to verify some or all of the information you provide in your profile with a view to transparency, trustworthiness, or prevention or detection of fraud. This includes, but is not limited to, your telephone number or any identification documents which you provide to us.

A Member will be referenced as “verified” or any similar term if they have successfully passed the verification procedure. However, Triskel Ride cannot guarantee the truthfulness, reliability or validity of the information subject to the verification procedure.

Any equipment used to access the Platform, which can include, but is not limited to, computers or telephones, is entirely your own responsibility. You will be solely responsible for any charges or costs incurred in using your equipment to access the Platform.

## 4. Use of the Services

### Posting Adverts

Members are able to post Adverts on the Platform by outlining the information relevant to the Journey you intend to make, subject to the fulfilment of the below conditions. You are solely responsible for the content of your Advert posted on the Platform. You warrant that you are responsible for the accuracy and truthfulness included in your Advert and you undertake (weather permitting) that you will fulfil the Journey in accordance with the conditions described in your Advert.

When posting your Advert, you can indicate the places in which you agree to stop, to pick up or drop off Passengers. The sections of the Journey between these milestone towns and the collection point or destination of the Journey constitute Legs. For example, if you were to travel from Gorey to St Aubin, but stopped en route in St Helier, Gorey to St Helier would constitute a leg, and St Helier to St Aubin would constitute a second leg.

As a Driver, you are only authorised to post an Advert if you fulfil all the following conditions:

you hold a valid driving licence or equivalent;

you only offer Adverts for vehicles which you own or use with the express permission of the owner, and in all cases that you are authorised and insured to use the vehicle for the purposes of carpooling;

you are and remain the main driver of the vehicle subject of the Advert;

the vehicle has valid third party insurance;

you have no contraindication or medical incapacity for driving;

the vehicle you intend to use for the Journey is a touring car or van with 4 wheels and a maximum of 7 seats;

you do not intend on posting another advert for the same Journey on the Platform, however, you may post regular journeys such as travelling to work Monday to Friday);

you do not offer more Seats than the number available for Passengers in your vehicle;

all Seats offered to Passengers have a seatbelt, even if the vehicle is approved with seats having no seatbelt; and

you will use a vehicle in good working order and which complies with the applicable legal provisions.

Subject to your Advert complying with the T&Cs, it will be posted on the Platform and will become visible to Members and non-members.

Triskel Ride will have the right, but not the obligation at its sole discretion to review, edit, limit, refuse or remove any Advert or content without notice should the Advert, according to us, violate these T&Cs.

The criteria used in order to determine the order of the display of your Advert amongst the other Adverts on the Platform are at the sole discretion of Triskel Ride.

## Journey

Triskel Ride has set up a system for booking Seats online (Booking) for some Journeys offered on the Platform.

Eligibility of a Journey for the Booking system remains at the sole discretion of Triskel Ride and we reserve the right to make any changes to the T&Cs at any time and without prior notice.

When a Passenger is interested in an Advert, he may make an online Booking request. This Booking request is accepted manually by the Driver. At the time of the Booking, the Passenger makes online payment of the Cost Contribution and the related Service Fees, where applicable. After receipt of the payment by Triskel Ride and validation of the Booking request by the Driver, where applicable, the Passenger receives a Booking Confirmation (the Booking Confirmation).

As a Driver choosing manually to handle Booking requests after posting your Advert, you will be required to respond to such a Booking request within 6 hours after the Passenger sends the Booking request. The Booking request will automatically expire and the Passenger will be refunded all sums paid should the Driver manually handling Booking requests fail to respond within the specified timeframe.

At the time of the Booking Confirmation, Triskel Ride will send you the telephone number of the Driver (if you are the Passenger) or of the Passenger (if you are the Driver). You are then solely responsible for executing the contract binding you to the other Member. Triskel Ride is not party to such agreements and will not be responsible for performing the obligations of any such agreements. For more information on the use of your data please see our privacy policy [insert link to privacy policy].

The Platform is intended for the booking of Seats for individuals. It is forbidden to book a Seat for transporting any object, package, animal travelling alone or material items whatsoever.

Members are able to book one or more Seats on behalf of a third party. In this case, you undertake to accurately indicate to the Driver, at the time of the Booking, the forenames, age and telephone number of the person on whose behalf you are reserving a Seat. In the case where you are reserving a seat for a minor under the age of 18, the parent or legal guardian must accompany that minor on the Journey and must have booked one of the seats on that same Journey. It is the responsibility of the parent or the legal guardian of the minor to provide the necessary equipment for the transportation of any minor. If

that equipment is not provided the Driver reserves the right to refuse the Journey to the minor and their parent or legal guardian.

## Operation

As a Passenger you are encouraged to leave a review about a Driver with whom you have shared a Journey, or with whom you were scheduled to share a Journey. You are not permitted, as a Passenger, to leave a review about another Passenger with whom you have recently shared a Journey.

As a Driver you are encouraged to leave a review about a Passenger with whom you have shared a Journey, or with whom you were scheduled to share a Journey.

Your review, and the review left by another Member about you, if any, are only visible and published on the Platform after the shorter of the following periods: (i) immediately after you have both left a review, or (ii) after a period of 14 days following the first review.

You have the option of responding to a review that another Member has left on your profile within 14-days following the date of the review received. The review and your response, where applicable, will be published on your profile.

## Moderation

You recognise and accept that Triskel Ride reserves the right not to publish or to remove any review, question, comment or response if it in its absolute discretion deems its content breaches these your participation in the activated set out in these T&Cs.

## Limit

Where you have received a minimum of three reviews and the average review received is less than or equal to three, Triskel Ride reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs.

## Financial conditions

Access to and registration on the Platform, as well as searching, viewing and posting Adverts, are free of charge. However, the Booking is charged under the conditions described below.



## Cost Contribution

The Cost Contribution is determined by Triskel Ride. You warrant that you will not make a profit in any way and agree to limit the Cost Contribution to the costs incurred in making the Journey. Making a profit as a result of cost contribution is strictly prohibited. The Cost Contribution per passenger will be calculated as follows:

the Cost Contribution ÷ the number of seats in the vehicle

e.g. if the Driver offers a Journey of 10 miles and has 4 seats (the Driver's seat counts as 1 seat) in his vehicle then the Cost Contribution = £6.00 (60p per mile) ÷ 4 seats = £1.50.

Triskel Ride is not responsible for any matters relating to the Cost Contribution.

When you post an Advert, Triskel Ride will offer a suggested amount for the Cost Contribution, taking account of the nature of the Journey and the distance travelled.

## Service Fees

In the context of Journeys, Triskel Ride, in exchange for use of the Platform, at the time of Booking, shall collect service fees (hereinafter referred to as the Service Fees) calculated on the basis of the Cost Contribution

The Service Fees are collected by Triskel Ride for each Seat subject of a Booking by a Guest.

In the case of cross-border journeys, please note that the methods of calculation of the amount of the Service Fees and the applicable VAT or GST vary according to the residence of the Passenger.

## Rounding

You recognise and accept that Triskel Ride may, at its full discretion, round up or down to the nearest pound the Service Fees and the Cost Contribution.

## Charity Driver Contribution

Where a Driver chooses to turn on the option “Give your Cost Contribution to a local eco-friendly charity” all or a specified percentage of the Cost Contribution becomes a Charity Driver Contribution. Triskel Ride will then distribute the Charity Driver Contribution in its sole discretion to its chosen eco-friendly Jersey charity.

## 5.Points to be Collected

### 5.1Level Points and Discretionary Voucher Scheme

A Driver or Passenger will be eligible to collect Level Points which shall be calculated in accordance to the type of vehicle or boat they drive and the Level Point Rules. The Level Points collected will be displayed on the control panel of the website or app as appropriate.

A Driver or a Passenger will start on Level One with 0 points and progress to Level Two once they have reached the minimum points for that level, which will be indicated on the control panel.

The following type of vehicle shall receive the points stated below per Member in the vehicle

Type of Vehicle :	Number of Level Points
Electric	4
Up to 1.2 litre engine inclusive	3
Above 1.2 and below 2 litre engine	2
High Emission (an engine 2 litres or above)	1

The number of Level Points received per Driver and Passenger will be calculated on the basis of the number of persons in the vehicle x the number of level points available for that type of vehicle. For example, if there are a five people in a Land Rover vehicle (a High Emission Vehicle earning 1 Level Point) each will receive  $5 \times 1 = 5$  Level Points.

When a Driver or Passenger collects enough points to clear a level (starting at level 2), and collects the most points out of the people who cleared that level during that month, they become eligible to receive one voucher redeemable against a gift from one of our partners. Such voucher will be emailed to the Driver or Passenger at the sole discretion of Triskel Ride.

This scheme is at the sole discretion of Triskel Ride and any voucher issued in respect of this scheme is valid for 6 months from the date of issue.

The vouchers are issued subject to availability. There is no cash alternative for the voucher. The voucher is not negotiable or transferable.

Insofar as is permitted by law, Triskel Ride will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the voucher save to the extent that it cannot be excluded or limited by law.

## 5.2 Eco Points

Each Member can choose to support one or more Eco Project by selecting that option on the Platform. For each Journey a Member takes, they will receive one Eco Point and each Eco Point equals one pence (0.01p). The Eco Points can then be donated to the Eco Project that the Member chooses from the selection available on the App. The Member can choose how many Eco Points they wish to donate to the Eco Project but they must have a minimum of 500 Eco Points before any donation can be made. No Member with less than 500 Eco Points available can donate to an Eco Project. Payments to the Eco Project will be administered by Triskel Ride at its sole discretion.

## 6. Methods of payment and repayment of the Cost Contribution to the Driver

### Collection mandate

In using the Platform as Driver for Journeys, you confer on Triskel Ride a collection mandate for the Cost Contribution in your name and on your behalf.

Following manual or automatic acceptance of the Booking, Triskel Ride shall collect the whole of the sum paid by the Passenger (Service Fees and Cost Contribution).

Triskel Ride will use Paypal to handle all payments.

The Cost Contributions received by Triskel Ride are deposited in an account dedicated to payment of the Drivers. Any Charity Driver Contributions in this account are then distributed to the Charity at regular intervals determined by Triskel Ride.

You recognise and accept that none of the sums received by Triskel Ride in the name and on behalf of the Driver gives entitlement to interest. You agree to respond diligently to any request of Triskel Ride, and more generally of any administrative or court authority competent particularly in the prevention or combating of money laundering. Notably, you agree to provide, on simple request, any useful evidence of address and/or identity.

In the absence of response to these requests, Triskel Ride may take any measure it deems appropriate or necessary, which includes but is not limited to the freezing of the sums paid, suspension of your Account or termination of these T&Cs.

#### Payment of the Cost Contribution to the Driver

After the Journey, the Passenger shall have a period of 24 hours after the end of the Journey to submit a claim on the Journey to Triskel Ride. In the absence of claim of the Passenger within this period, Triskel Ride shall consider the Journey confirmed.

As a Driver, you shall have a credit payable on your Account from the time of this express or tacit confirmation. This credit corresponds to the total amount paid by the Passenger at the time of confirmation of the Booking reduced by the Service Fees, i.e. the Cost Contribution paid by the Passenger.

When the Journey is confirmed by the Passenger, you have the option, as a Driver, of giving instructions to Triskel Ride to pay the money to your PayPal account (by entering your PayPal email address in advance in your Account).

The payment order in your name will be sent on either the 15th or 28th day of the month (providing Triskel Ride has your bank information).

#### Non-commercial and non-business purpose of the Services and the Platform

You warrant that your use of the Services and Platform does not entitle you to enter into a business or commercial contract, and that your use of the Services and Platform only entitle you to be put into contact, on a non-business and non-commercial basis, with people wishing to share a Journey with you.

Triskel Ride reserves the right to suspend your Account in the case where you use a chauffeur-driven or other business vehicle, or taxi, or a company car. You are strictly prohibited from making a Profit from use of any business or other such vehicles. You therefore agree to provide at Triskel Ride's request, a copy of your car registration certificate and/or any other document showing that you are authorised to use this vehicle on the Platform and are not drawing any profit therefrom.

Triskel Ride also reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs, in the case of activity by you on the Platform which, owing to the nature of the Journeys offered, their frequency, the number of Passengers carried and the Cost Contribution requested, entails a situation of profit for you, or for any reason suggests to Triskel Ride that you are generating a profit on the Platform.

## 7. Cancellation policy

### Terms of repayment in the case of cancellation

In the case of cancellation of a Seat on a Journey owing to the conduct of the Driver, the Passenger is refunded the whole of the sum paid (i.e. the Cost Contribution and the related Service Fees). This is notably the case when the Driver cancels a Journey or has not arrived at the meeting point 15 minutes after the agreed time.

In the case of cancellation by the Passenger more than 24 hours before the planned departure time as mentioned in the Advert, the Passenger shall only be refunded the Cost Contribution. The Service Fees are retained by Triskel Ride and the Driver does not receive any sum of any nature.

In the case of cancellation by the Passenger less than 24 hours before the planned departure time as mentioned in the Advert, and more than thirty minutes after the Booking Confirmation, the Passenger shall be refunded half the Cost Contribution paid at the time of Booking, the Service Fees are retained by Triskel Ride, and the Driver receives 50% of the Cost Contribution;

In the case of cancellation by the Passenger less than 24 hours before the planned departure time, as mentioned in the Advert, and thirty minutes or less after the Booking Confirmation, the Passenger is refunded the whole of the Cost Contribution. The Service Fees are retained by Triskel Ride and the Driver does not receive any sum of any nature.

In the case of cancellation by the Passenger 3 hours or less before the planned departure time, as mentioned in the Advert, the Passenger shall not be refunded of any sum. The Driver receives the whole of the Cost Contribution. The service fees are retained by Triskel Ride.

In the case of cancellation by the Passenger after the planned departure time as mentioned in the Advert, or if he has not arrived at the meeting place 15 minutes after the agreed time, no refund shall be issued. The Driver shall be compensated with the whole of the Cost Contribution and the Service Fees are kept by Triskel Ride.

When cancellation occurs before departure and owing to the Passenger, the Seat(s) cancelled by the Passenger shall be automatically made available to other Passengers, who may book them online and they are accordingly subject to the conditions of these T&Cs.

Triskel Ride appreciates, in its sole discretion, on the basis of the available information, the legitimacy of the reimbursement requests.

#### Right of withdrawal

You have no right of withdrawal from the time of Booking Confirmation.

#### 8.Role of Triskel Ride

The Platform constitutes an online networking and exchange platform on which the Members can create and post Adverts for Journeys for the purposes of carpooling. These Adverts can be viewed by the other Members to find out the terms of the Journey, and where applicable, directly to book a Seat in the vehicle in question with the Member having posted the Advert on the Platform.

Triskel Ride will not be responsible for performing the obligations of any agreement which you enter into with a Driver and is not party to any agreement entered into between you and the other Members. Triskel Ride does not control the validity, truthfulness or legality of the Adverts, Seats and Journeys offered. In its capacity of carpooling and/or intermediary, Triskel Ride does not provide any transport service and does not act in the capacity of carrier; the role of Triskel Ride is limited to facilitating access to the Platform.

The Members act under their own sole and full responsibility. Triskel Ride has no control over the behaviour of its Members and the users of the Platform. It does not own, exploit, supply or manage the vehicles subject of the Adverts, and it does not offer any Journeys on the Platform.

In its capacity of intermediary, Triskel Ride cannot be held liable for the effective occurrence of a Journey, and notably owing to:

erroneous information communicated by the Driver in his Advert, or by any other means, with regard to the Journey and its terms;

cancellation or modification of a Journey by a Member;

non-payment of the Cost Contribution by a Passenger in the context of a Journey without Booking;

the behaviour or conduct of its Members during, before or after the Journey.

## 9. Operation, availability and functionalities of the Platform

Triskel Ride shall endeavour to maintain the Platform accessible 7 days a week and 24 hours a day as far as possible. Access to the Platform may however be temporarily suspended, with or without notice, owing to technical maintenance, migration or update operations, or owing to outages or constraints linked to the operation of the network.

Triskel Ride reserves the right to make any changes to the Platform, including the modification or suspension or all or part of the Platform either on a temporary or permanent basis.

## 10. Data protection rights

Triskel Ride and the Members will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove, or replace, our obligations or your rights under the Data Protection Legislation. In this Clause 10, Applicable Laws means the Data Protection Legislation from time to time in force in Jersey, and any other law that applies in Jersey or any other jurisdiction where the Platform is in operation.

Please see our Privacy Policy [[Insert Link to Privacy Policy](#)] to read in full how we treat your data.

## 11. Limitation of liability

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

In no case shall Triskel Ride or Xavier Rouxel, its employees, officers, agents, representatives and subcontractors be responsible or liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special or consequential damages of any kind, including without limitation to lost profits, lost revenue, lost savings, loss of data, loss of business, loss of goodwill, wasted time, replacement costs or any similar damages whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Platform or for any other claim related in any way to your use of the Platform, including but not limited to, any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of the Platform. Our liability shall be limited to the maximum extent permitted by law.

Subject to the above Clause our total liability to you will be limited to a sum equal to the lower of the total Service of the Services Fees in respect of a Journey or £5,000 in the aggregate of all claims. Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these T&Cs.

Neither Xavier Rouxel or Triskel Ride are in any way responsible for the services and their fitness for purpose as provided by other Members of the Platform including any responsibility for cancellation of agreements between Members.

You acknowledge and agree that neither we nor any of our employees, officers, agents, representatives or subcontractors endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Platform by us, by any of our partner organisations, by any Member and/or by any other person or entity. We shall not be responsible or liable for the content of such materials and/or the conduct of Members (whether offline or online).

You acknowledge that Triskel Ride nor Xavier Rouxel nor its employees, officers, agents, representatives or subcontractors do not pre-screen content, but that we (and those authorised by us) have the right (but not the obligation) in our sole discretion to refuse, edit, move and/or remove any content that is made available on or through the Platform.

We do not control content posted on and/or disseminated through the Platform and, as such, do not guarantee the accuracy, integrity or quality of any such content. You understand that by using the Platform, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any content including for any errors or omissions in any content and/or for any loss and/or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise disseminated and/or transmitted through the Platform.

Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought to have reasonably become, aware of the event having occurred and shall expire two months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## 12. Your Indemnity to Us

You agree to indemnify Triskel Ride, our officers employees, agents, representatives and subcontractors from any claim, demand, cost, loss, liability and expenses, including legal fees, which arise out of your breach of these T&Cs.



### 13. General

#### Force majeure

Triskel Ride shall not have any liability for delay in performing, failure to perform or any obligations under the T&Cs if such delay or failure result from events, circumstances or cases beyond its reasonable control. Any obligations that are not affected by any factor beyond our reasonable control will continue to bind us and you.

#### Assignment

Triskel Ride may transfer, assign, charge, sub-contract, delegate or deal in any other manner with all or any of our rights under these T&Cs.

You shall not transfer, assign, sub-contract, delegate or deal in any other manner with any of your rights and obligations under these T&Cs without our prior written consent.

### 14. Entire agreement.

These T&Cs and our privacy policy constitute the entire and exclusive understanding and agreement between us, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

You and we acknowledge that by entering into these T&Cs, neither you nor we shall rely on, and shall have no remedies in respect of, any statement (whether made innocently or negligently) that is not set out in these T&Cs. Both parties agree that there can be no claim based on innocent or negligent misrepresentation based on any statement in these T&Cs.

### 15. Waiver

A waiver of any right or remedy under these T&Cs or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by either you or us to exercise any right or remedy provided under these T&Cs shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict any further exercise of that right or remedy. Any waiver or failure to enforce any provision of the T&Cs on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

## 16. Severance

If any provision or part-provision of these T&Cs becomes invalid, illegal, or unenforceable, that shall not affect the validity of the remainder of these T&Cs.

## 17. Notices

Any notice or communication required to be given to us under these T&Cs, including notices or communications in relation to the modification of these T&Cs, shall be in writing and delivered by email to the address notified by you to us when you become a member. You may contact us at [info@triskelride.com](mailto:info@triskelride.com).

Any notice or communication shall be deemed to have been received:

if sent by email, at the time of transmission, or, if this time falls outside business hours, when business hours resume. In this Clause 17, business hours means 9.00am to 5.00pm Monday to Friday and does not include a public holiday, when banks are closed for business in Jersey.

## 18. Governing law and jurisdiction

These T&Cs shall be construed in accordance with the laws of Jersey, and any dispute arising out of these T&Cs shall exclusively be subject to the jurisdiction of the Courts of Jersey.