

# Appendix A

## Terms and Conditions

Whether you are an Advertiser being the property owner (including all types of Hotels, Guest Houses, Bed and Breakfast or any temporary accommodation who can advertise their rooms for reservation, hereafter referred to as the “property”) or business owner or agent placing adverts on this site) or a Holidaymaker (persons using the site other than to advertise holiday homes or holiday properties), by accessing or using Pink Getaways.com, you acknowledge that you are subject to and bound by the following terms and conditions. The terms and conditions constitute a legally binding agreement with Pink Getaways.com, Please read these thoroughly before using the site.

1. Responsibility for accuracy and currency of property or business information: Pink Getaways.com makes no representation as to the accuracy or currency of the information contained within the Pink Getaway.com website. The property/business details content is the sole responsibility of the Advertiser. Pink Getaways.com has not confirmed the currency or accuracy thereof and accordingly holidaymakers are strongly recommended to make their own investigations into the authenticity of any information supplied. Pink Getaways.com are in no way liable for any inaccuracies or misleading statements made in the information provided by the owner or agent of properties/business on the website.

2. Use of the site: A condition of your continued use of this site is that you agree not to use this site for any purpose that is unlawful or prohibited by these terms and conditions or by other applicable laws and regulations. Your continued use of the site also signifies that you indemnify Pink Getaways.com from any loss or damage or costs in connection with any breach of these conditions or any other legal obligation by you and your use of, or conduct on the site.

3. Copyright authorities: The Advertiser represents and warrants that he (a) owns the copyright in the photographic and textual material supplied by him to Pink Getaways.com (the **Material**) or (b) has been authorised by the owner of the copyright in the Material to grant Pink Getaways.com permission to use the Material as contemplated below. The Advertiser grants Pink Getaways.com a perpetual, royalty-free licence to use the Material for promotional purposes (including marketing and public relations material). The Advertiser irrevocably and unconditionally indemnifies Pink Getaways.com immediately on demand against any cost, loss or liability (including legal costs) which Pink Getaways.com may incur by reason of any breach of copyright arising from its use of the Material. The Advertiser understands that it may not reproduce photographic or textual material from any part of the Pink Geatways.com website without permission from the relevant copyright owner.

4. Copyright protection: Material and software on these sites is copyright protected. Other than using it for your own personal use the material may not otherwise be used or copied without the prior written approval of Pink Getaways.com or the body who listed that information on the sites.

5. Changes to site and unavailability of site:

5.1. We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content, where we have legal, commercial or technical reasons to do so. We may also impose limits on certain features or services or restrict your access to parts or all of the Site for similar reasons.

5.2. There may also be times when the Site becomes inaccessible as a result of technical difficulties experienced by us or on the Internet. We will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note, however, that we cannot guarantee continuous access to the Site or any of its specific features.

6. Liability: Pink Getaways.com does not warrant that the operation of the web site will be uninterrupted or error free. In no event shall Pink Getaways.com become liable to the advertiser for any special, consequential, incidental or indirect damages, including lost profits, however caused, on any theory of liability, including but not limited to product liability.

7. The Advertiser warrants and confirms that:

7.1. In relation to an Advert the Advertiser contracts with Pink Getaways.com as principal

- notwithstanding that the Advertiser may be acting directly or indirectly as an advertising agent or media buyer or in some other representative capacity;
- 7.2. The reproduction and/or publication of the Advertisement by Pink Getaways.com as submitted will not breach any contract or infringe or violate any copyright, trade mark or any other personal or proprietary right of any person or render Pink Getaways.com liable to any proceedings whatsoever;
  - 7.3. Any information supplied in connection with the Advert is accurate, complete and true;
  - 7.4. The Advert shall not be obscene or libellous and complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom; and
  - 7.5. All advertising copy submitted to Pink Getaways.com is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority;
  - 7.6. The Advertiser indemnifies Pink Getaways.com and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a results of any breach or non-performance of any of the representations, warranties or other terms contained in the condition or implied by law.

8. Privacy: Pink Getaways.com treats the personal information of site users with the utmost respect and confidentiality and takes reasonable steps to ensure that your personal information is stored securely and accurately. If you have any queries or comments about the policy or our use of your personal information, please get in touch with us by emailing us at [admin@pinkgetaways.com](mailto:admin@pinkgetaways.com)

In general, we use the information we collect about you to help our advertisers provide accommodation solutions to users of our site, provide information services to relevant third parties, improve the features and services we offer and support our own marketing and promotion efforts.

When you visit or use the services on this Site, you may be asked to provide certain information about yourself, including your name and your contact details. We may also collect information about your use of this Site as well as information about you from the emails or letters sent to you. Finally, we may collect information about your property and the type of property you wish to rent. Your information will enable us to provide you with access to all parts of this Site and to supply the services and features that you have requested. We may aggregate the information to identify patterns which we can use in our marketing and to help us develop, administer, support and improve our services and features.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to this Site or our services. Further, where you have consented, we might also use your information to email you with details about any other products or services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please email us at [admin@pinkgetaways.com](mailto:admin@pinkgetaways.com) and tell us.

Registered and non-registered and registered users of this Site can request we provide them with a copy of the personally identifiable information we hold via [admin@pinkgetaways.com](mailto:admin@pinkgetaways.com) You may ask us to make any necessary changes to ensure that such information is accurate and kept up-to-date. We may charge a small administration fee to cover the data search, preparation and delivery.

Like many websites, we use "cookies" to enable us to personalise your visits to this website, simplify the signing-in procedure, keep track of your preferences and to track the usage of this website. Cookies are small pieces of information that are stored in the hard drive of your computer by your browser. Your browser will have the option to prevent websites using cookies (your browser's help screen or manual will tell you how to do this), but please note that this may reduce the functionality of this Site and other websites.

Like all websites, our servers automatically record 'log files' containing information about the volume and characteristics of our website traffic e.g. IP address, numbers of pages viewed, length of time spent on site. We use log files to build pictures of how our site is used that help us to monitor and improve the service. We cannot identify you from your log files.

We follow strict security procedures to ensure that your personal information is not damaged, destroyed, or disclosed to a third party without your permission and to prevent unauthorised access to it. The

computers that store the information are kept in a secure facility with restricted physical access and we use secure firewalls and other measures to restrict electronic access. All of the information we collect or record is restricted to our offices. Only employees who need the information to perform a specific job are granted access to personally identifiable information. We will explicitly ask you when we need information to identify you. We may require you to co-operate with our security checks before we disclose information to you. Your information will not be transferred outside of the European Economic Area. We will retain your information for a reasonable period or for as long as is required by law.

We reserve the right to disclose your information to any new owner should we enter into a sale/merger with another business entity. We will not otherwise disclose, sell or distribute your information to any third party without your permission unless we are required to do so by law. We may change our privacy policy from time to time as we add new services or in response to changes in the law or our commercial arrangements. Any changes to our policy will be posted on this page.

9. How we use your information and who we share it with: We reserve the right to use and share information concerning our advertisers, including your Internet Protocol (IP) address, with law enforcement authorities and/or other companies in the same industry as Pink Getaways.com for the purpose of fraud prevention.

10. Multiple properties: A property advertisement on Pink Getaways.com pertains to one holiday unit, not multiple units, nor example of properties in a certain region. Only one unit should be represented in an advertisement unless the prior permission has been given to the advertiser. Pink Getaways.com reserves the right to amend any property adverts not adhering to this policy.

11. Exchanging properties: A property advertisement on Pink Getaways.com relates to a specific property, and this property must not be substituted for another by way of changes to the text and photographs unless prior permission has been given to the advertiser. If an advertiser is found to have changed the property being described, Pink Getaways.com reserves the right to suspend the advert in question.

12. Termination of a property page: If Pink Getaways.com receives substantiated complaints from any number of site users about a specific Property Page misrepresenting the property, or its surroundings, then we reserve the right to remove the Property Page without notice, and retain payment. If an advertiser attempts to enter unsuitable material into the online database, or persistently misuses the on-line systems, Pink Getaways.com reserves the right to remove the associated Property Page(s) from the web site. Full payment will be retained. Pink Getaways.com reserves the right to refuse or remove any Property Page from its web site that it considers unsuitable, incomplete or misleading, and will not be liable for any expense in so doing. Pink Getaways.com reserves the right to refuse any Property Page from its web site where the content fails to meet our minimum requirements. If advertisers wish to have their Property Page removed from the web site, this will be done as soon as we receive formal notice from the subscriber by email or using the 'contact us' page, quoting their owner ID or home number.

13. Contact ability: In the interest of maintaining a high level of service to holidaymakers using the site, we require all advertisers to be available to respond to enquiries by telephone or email. Should advertisers be unavailable for a period of more than 1 week, we ask them to leave an answerphone message to that effect or set up an out of office response on their email account. If neither of these options is viable, we ask that advertisers contact us so we can temporarily suspend their advert. We reserve the right to suspend adverts of owners who are unreachable for more than 1 week. In this instance we will send messages by telephone and email asking for the advertiser to request re-activation upon their return. Please note that we offer an SMS text alert service to bring enquiries to owners' attention when they cannot access their email account.

14. External links: Pink Getaways.com reserves the right to remove from adverts both email addresses and links to external websites which either do not conform to the guidelines provided, or which the team feel are not appropriate, or act against the interests of the company or its advertisers. The ultimate responsibility and authority for determining the aforementioned rests solely with Pink Getaways.com. Should an advertiser add a link or email address without consent, re-add a link or email address after its removal or remove reciprocated links from their website, we reserve the right to cancel their advertising without refund.

15. Payment details: Pink Getaways.com shall receive a commission from the Company/ Proprietor the amount prescribed in the Introducer Agreement. Payment shall be due no later than 14 days after the final balance for the accommodation is received by the Company/Proprietor(s).

16. Refund policy: Once the contractual obligation has been performed by both parties no refund will occur.

17. Changes to pricing and conditions: Pink Getaways.com reserves the right to change the rates and conditions without notice. Any new rates commission will be applicable immediately for all new adverts and renewals for both new and existing customers.