

VillaWarehouse Website Terms of Use

Use of this website (the "Website") is subject to the following terms and conditions of use ("terms of use"). By using and/or visiting the Website, you agree to these terms of use.

1. CONTRACTUAL RELATIONSHIP

a. VillaWarehouse is an advertising agent for the properties and other service providers advertised on the Website. Your contract for the property and/or other services advertised on the Website that you wish to book or purchase will be with the relevant property or service provider and not with VillaWarehouse. In many cases, this will mean that there are additional terms and conditions governing the contract as each supplier will have its own terms.

b. All queries, questions and issues with the properties and/or services you book via VillaWarehouse should be directed to the property or other service provider with which you enter into a contract.

2 INFORMATION ON THE WEBSITE

a. Any information placed on the Website relating to properties advertised on the Website including, but without limit, details and facilities of the property, and its availability and price and/or any details relating to any other services advertised on the Website have been placed on the Website by property owners or affiliates of VillaWarehouse. Such information does not constitute any advice or recommendation given by VillaWarehouse.

3. ENQUIRY PROCEDURE

- a) Enquiries may be made by completing the enquiry form on each property which is then emailed automatically to the property owner.

b) To make an enquiry you will be asked to submit personal information (as defined in Clause 8.2) ("Personal Information") about yourself such as your name, email address, telephone number. Whenever you provide such Personal Information, VillaWarehouse will collate and use such Personal Information in accordance with VillaWarehouse "Privacy Policy", details of which are set out at the end of these terms of use. Please read this in full before providing any Personal Information to VillaWarehouse.

4. INTERNET LINKS AND FILE DOWNLOADS

a) VillaWarehouse may provide links to or details of other websites maintained by third parties which VillaWarehouse think may be of interest to visitors of the Website. Information on any websites linked to the Website is not under the control of VillaWarehouse. If you decide to access any such information you do so at your own risk. We advise you to run an anti-virus programme on all content and materials downloaded from the Internet in general and the Website in particular.

5. CHANGES TO THE CONTENT OF THE WEBSITE

VillaWarehouse reserves the right to alter the information placed on the Website at any time, without notice to the visitors to the Website.

6. VILLAWAREHOUSE LIABILITY TOWARDS YOU

a). By accepting these terms of use you acknowledge and agree that your contract will be with the property or other service provider from which you book a property or purchase services and that VillaWarehouse shall not in any way be responsible to you for the provision of a property or any other service following your reservation.

2. You expressly agree that:

(a) Your use of the Website is at your sole risk. The Website and the content available on it (whether relating to properties, or

other information posted by VillaWarehouse or third parties) is provided free of charge and on an "as is" and "as available" basis. VillaWarehouse expressly disclaims all warranties of any kind, whether express or implied, including, but without limitation, any implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement.

(b) VillaWarehouse makes no warranty that:

1. (i) the content placed on the Website will meet your requirements;
2. (ii) access to the Website will be uninterrupted, timely, secure, or error-free;
3. (iii) information on the Website will be accurate or reliable;
4. (iv) the server that makes the Website available is free from viruses

(c) any material downloaded or otherwise obtained through your use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

3. VillaWarehouse shall not be liable to you for any special, indirect or consequential loss or damage including, but without limitation, loss of profit, loss of anticipated profit, loss of business, economic loss, overhead recovery, anticipated savings, loss of data, depletion of goodwill or otherwise or any costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with your use of the Website or any contracts you make with properties or other service providers advertising on the Website.

4. Nothing in these terms of use shall operate to exclude or limit the liability of VillaWarehouse for fraudulent misrepresentation or death or personal injury caused by our negligence.

8. TERMINATION OF YOUR USE OF THE WEBSITE

VillaWarehouse may terminate your access to and use of the Website at any time and for any reason without notice to you.

7. OWNERSHIP OF WEBSITE CONTENT

1. The ownership of and sole rights to obtain the ownership of the content placed on the Website shall at all times be vested in VillaWarehouse.

3. You may download one copy of the content of the Website for your own personal use but you may not in so doing remove any trademark, copyright or other proprietary notice.

2. You may not modify, reproduce or distribute the content placed on the Website or use any trademarks associated with VillaWarehouse without the prior written consent of VillaWarehouse.

9. SEVERANCE

If any provision of these terms of use is found to be invalid, illegal or unenforceable for any reason by any competent authority or a court of law, the remaining terms shall continue in full force and effect.

10. ENTIRE AGREEMENT

1. These terms of use represent the entire agreement between you and VillaWarehouse relating to your use of the Website and any bookings or purchases you make as a result of using the Website and supersede all prior agreements, arrangements and understandings relating thereto.

2. You agree that you will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of VillaWarehouse prior to accepting these terms of use whether such representation was made orally or in writing.

11. GOVERNING LAW

These terms of use shall be governed by and construed in accordance in all respects with the laws of England and Wales and in the event of any dispute regarding your use of the Website you shall submit to the exclusive jurisdiction of the English Courts.

12. PRIVACY POLICY

1. This statement describes the policy and practices of VillaWarehouse with regard to processing of Personal Information on the Website. VillaWarehouse' principal activities involve advertising the availability of property properties, details of which are placed on the Website by property owners.
2. "Personal Information" means information that relates to a living individual who can be identified from that information or from that information together with other information which is held by or is likely to be held by VillaWarehouse.
3. It is the policy of VillaWarehouse to take all necessary steps to ensure that Personal Information held by VillaWarehouse is processed fairly and lawfully. VillaWarehouse will take all necessary steps to implement this policy. All employees of VillaWarehouse and data processors who have access to Personal Information are obliged to respect the confidentiality of your Personal Information.
4. It is the policy of VillaWarehouse to ensure that all relevant statutory requirements are complied with, including the eight Data Protection Principles contained in the Data Protection Act 1998 ("the Act"), and to monitor the internal procedures of VillaWarehouse periodically to ensure compliance.
5. You can access the Website home page and browse the Website without disclosing Personal Information.
6. In order to provide some of the services offered by the Website, VillaWarehouse need to hold certain Personal Information including your name, telephone number, email address. Except to the extent that VillaWarehouse is required or permitted by law, any Personal Information which VillaWarehouse collect will be used for the purpose of passing on booking enquiries in relation to the services

offered on the Website and VillaWarehouse will not hold it for any longer than is necessary for this purpose.

7. VillaWarehouse may collect Personal Information that you volunteer while using the Website. This information may be used by VillaWarehouse to notify you about important changes to the Website, new services and other information VillaWarehouse think you may find interesting. Where VillaWarehouse collect such information, VillaWarehouse make clear the nature of the information and the purposes for which it is used and VillaWarehouse will offer you the choice to opt-out of providing such information

8. VillaWarehouse do not knowingly collect Personal Information from children.

9. When you view the Website, VillaWarehouse may store some information on your computer. This will be in the form of a "cookie" file, which will enable VillaWarehouse to tailor the Website to match your interests and preferences. The "cookie" file is used to store the IP address of your machine and will not contain any data personal to you. Your internet browser may allow you to erase the "cookie" file, block all "cookies" or receive a warning before a "cookie" is stored. Please refer to your browser instructions. The "cookie" file will be deleted 30 days after the date on which you last access the Website

10. Personal Information may be transferred to countries outside the European Economic Area in order to facilitate the booking of property properties and/or purchase of other services which may not have data protection laws as comprehensive as those that exist in the EEA. In using the Website you consent to such a transfer.

11. VillaWarehouse may disclose Personal Information about Website visitors to other organisations that are property partners or affiliates or to organisations contracted by VillaWarehouse to manage aspects of the Website. In particular, VillaWarehouse will send Personal Information to VillaWarehouse' property partners to enable them to process your booking.

12. VillaWarehouse will monitor on an ongoing basis compliance with the provisions of the Act by third party processors of Personal Information held by VillaWarehouse.

13. VillaWarehouse may from time to time use your Personal Information to send you information by email about, www.VillaWarehouse.com and other information that you may find useful. If you do not wish to receive this information please contact us by email at admin@VillaWarehouse.com taking care to state the exact email address from which you have previously booked.

15. You can find out what Personal Information VillaWarehouse holds about you by emailing admin@Villawarehouse.com. Your request will be accompanied by a charge for £10.00. We will acknowledge your request within ten working days. Should we be prevented from disclosing your Personal Information we will give reasons for any such refusal.

16. If any of the Personal Information that VillaWarehouse hold about you is incorrect or needs updating, or if you want us to delete any Personal Information, please contact us at admin@villawarehouse.com. We may ask you to provide further information and identification to enable us to comply with this request.

14. The Website contains links to other internet websites that are not owned by VillaWarehouse. VillaWarehouse is not responsible for the content of such websites or for the privacy policies of such websites or for Personal Information that such websites may collect or place on your computer.

18. We use Google Analytics, a service provided by Google, Inc ("Google"). Google Analytics uses cookies, to help analyse how visitors use our website. The information generated by the cookie about the use of our webwebsite (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of our website, compiling reports on webwebsite activity for VillaWarehouse and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or

where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your Web browser, however please note that if you do this you may not be able to make full use of our website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

17. VillaWarehouse regard the databases of Website visitors' information (which may include your Personal Information) as a valuable asset. Should VillaWarehouse sell or transfer any of VillaWarehouse' business assets this may include the sale or transfer of such databases of information to third parties. Such a transfer or sale may mean that your Personal Information is transferred to countries outside the European Economic Area. In using the Website and accepting these terms of use you consent to such use of your Personal Information.