

Website disclaimer

1. Introduction

- 1.1 This disclaimer shall govern your use of our website.
- 1.2 By using our website, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to this disclaimer, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

3. Copyright notice

- 3.1 Copyright (c) 2018 Simply Alpine Limited.
- 3.2 Subject to the express provisions of this disclaimer:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.
 - (c) It is the responsibility of the advertiser to ensure they have the right to reproduce any photographs or digital images which they authorise us to use. The advertiser agrees to indemnify us against all claim costs arising out of any infringement of copyright for such photographs or images.
 - (d) All digital images produced by us from photographs supplied by advertisers are the property of Simply Alpine Ltd, and shall not be reproduced without permission

4. Licence to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser; and
 - (c) print pages from our website,subject to the other provisions of this disclaimer.

- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of this disclaimer, you must not download any material from our website or save any such material to your computer.
- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 4.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.
- 4.6 Email enquiry forms where provided are for the sole use of holidaymakers making genuine availability and booking enquiries. We monitor the use of these forms and will suppress any such emails which are not genuine availability or booking enquiries or which constitute unsolicited commercial marketing.

5. Acceptable use

- 5.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our website without our express written consent

- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing.
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5.4 Any featured property listings that may appear on the home and/or other landing pages of this site are chosen completely at random by the webserver. Due to their random selection they are currently offered free of charge, and as such do not form any part of the advertisers listing agreement

5.5 If we receive a complaint about a property; we reserve the right to remove that property from our web site without notice, if in our opinion the complaint is reasonably substantiated. Such complaints could relate to the accuracy of an advertisement, the condition or maintenance of the property, unacceptable booking conditions or procedures, lack of adequate response to complaints etc. In all cases our decision will be final. A refund will normally be made pro-rata for the remaining unused period of the advertisement (direct advertising method only), the administration fee charged on the referral method of advertising is non refundable.

5.6 If your property is removed from our website under no circumstances will any compensation be payable by us for any loss howsoever incurred, including loss of income, re-advertising costs etc.

6. Limited warranties

6.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment

upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 6.3 To the maximum extent permitted by applicable law and subject to Section 7.1, we exclude all representations and warranties relating to the subject matter of this disclaimer, our website and the use of our website.
- 6.4 We accept advertisements in good faith and expects that advertisers will provide an accurate description of their property.
- 6.5 All advertisements should comply with relevant UK legislation including the Trade Descriptions Act 1968 (which covers false descriptions) and the Consumer Protection Act 1987 (which covers misleading prices). The advertiser agrees to indemnify us against all claims costs arising out of any misleading information in the advertisement.
- 6.6 We will take every care to reproduce the text, pricing, contact details and any photographs provided to us by advertisers. However, we will not be held liable for any loss arising out of any error or omission on our part.
- 6.7 We reserve the right to determine the design and layout of advertisements and (at our discretion) make alterations to submitted text or photographs, should we consider any to be necessary. We will not be held liable for any loss arising out of such alterations.
- 6.8 We will take the utmost care of all materials and photographs provided for the preparation of advertisements, but cannot be held liable for any loss or damage however caused.
- 6.9 We will endeavour to far as practical to ensure that the website is available on the internet at all times. However, some breaks in service are inevitable and often beyond our control, we are therefore unable to guarantee 100% availability.
- 6.10 We will endeavour to as far as practical to ensure that the advertisers webpage is displayed as best to highlight the products benefits as possible. Simply Alpine Ltd cannot be held liable for any loss or damages howsoever incurred, including consequential losses such as lost income, in connection with advertising on the Simply Alpine Ltd web site.

7. Limitations and exclusions of liability

- 7.1 Nothing in this disclaimer will:
 - (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.

- 7.2 The limitations and exclusions of liability set out in this Section 7 and elsewhere in this disclaimer:
- (a) are subject to Section 7.1; and
 - (b) govern all liabilities arising under this disclaimer or relating to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this disclaimer.
- 7.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 7.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 7.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 7.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 7.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 7.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or this disclaimer (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

8. Variation

- 8.1 We may revise this disclaimer from time to time.
- 8.2 The revised disclaimer shall apply to the use of our website from the time of publication of the revised disclaimer on the website.

9. Severability

- 9.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 9.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

10. Law and jurisdiction

10.1 This disclaimer shall be governed by and construed in accordance with English law.

10.2 Any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the courts of England.

11. Statutory and regulatory disclosures

11.1 Our VAT number is *878 4166 76*

12. Our details

12.1 This website is owned and operated by Simply Alpine Limited.

12.2 We are registered in England and Wales under registration number 05585267, and our registered office is at 14 Spencer Drive, Lee on the Solent, Hampshire. PO13 8HG.

12.3 Our principal place of business is at address detailed above.

12.4 You can contact us:

- (a) by post, to the postal address given above
- (b) using our website contact form
- (c) by telephone, on the contact number published on our website from time to time or
- (d) by email, using the email address published on our website from time to time.