

## **1 Welcome to Golf Rentals Direct!**

## **2 This Website**

2.1 Golf Rentals Direct owns the website located at [www.golfrentalsdirect.com](http://www.golfrentalsdirect.com) (the "Website"). By accessing and using the Website you the user agree to be bound by these terms and conditions (the "Terms") which govern your access to and use of the Website.

These terms apply as from December 2009

## **3 Personal Use**

3.1 We are an advertising service for Advertisers and an accommodation search facility for Holidaymakers. We do not charge holidaymakers to access the Site and research listings. We do not own, inspect or provide content for any of the properties advertised on our site. We have absolutely no involvement in the booking process or transaction, although we may provide tools to enable the transaction between Advertiser and Holidaymaker. We make no claims as to the quality, safety or legality of any of the properties advertised. We cannot guarantee the truth or accuracy of the advertisements or their content, including any guest comments. It is the sole responsibility of the Advertiser to be eligible to rent the property and the sole responsibility of the Holidaymaker to pay for the rental.

## **4 Ownership and Use of Content**

4.1 All text, data, charts, tables, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trade marks, service marks and other material on the Website (the "Content") and all rights in it belongs to Golf Rentals Direct. All content on the Site, and the Site itself, is protected by copyright and database rights, and you will abide by any and all additional copyright notices, information, or restrictions contained in or relating to any content on the Site. As part of the rental enquiry process, for your own personal, noncommercial use and not for further distribution, you may retrieve and display Content from the Website on a computer screen, print one (1) copy of any portion of the site (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your personal use. Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way.

4.2 You agree not to adapt, alter or create a derivative work from any of the Content on the Website or to use it for any purpose other than for your personal and non-commercial use.

## **5 Intellectual Property Rights**

5.1 All copyright, trade marks, database rights and other intellectual property rights that may exist in this Website and the Content shall remain at all times the property of Golf Rentals Direct.

5.2 The trade marks, service marks and logos used and displayed on this Website ("Trade Marks") are registered or unregistered trade marks of Golf Rentals Direct. Nothing on this Website should be construed as granting, by implication or otherwise, any licence or right to use any Trade Mark without written permission from Golf Rentals Direct. The name of Golf Rentals Direct may not be used in any way, including in advertising or publicity pertaining to distribution of Content without the prior written permission of Golf Rentals Direct

## **6 Unlawful Use**

6.1 You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the Website by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or the disruption of normal flow of dialogue within the Website.

6.2 Unless otherwise provided within these terms, or unless otherwise applicable law requires us to allow you to do so, you may not do any of the following without our prior written consent:

- Reproduce any portion of Golf Rentals Direct on your website or otherwise, using any device including, but not limited to, use of a edge or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Adjust, translate into any language or computer language, or create unoriginal works from, any content or any part of this Site;
- Copy, replicate, upload, post, exhibit, re-publish, distribute, or transmit any part of the content on Golf Rentals Direct in any form whatsoever;
- Sell, offer for sale, relocate, or authorize any portion of the Site in any form to any third parties;
- Use any robot, spider, other mechanical device, or manual process to observe, copy, or keep a database copy of the content or any segment of the Site;
- Use the Site other than to advertise and/or research holiday rentals and to make legitimate enquiries to our members;
- Use the Site to make any false, deceptive or tentative reservation, or any reservation in anticipation of demand;
- Place or convey any unlawful, threatening, abusive, libelous, offensive, obscene, vulgar, indecent, provocative, sexually explicit, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal felony, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by these Terms;
- Place or convey any information that constitutes or contains false or misleading indications of origin or statements of fact;
- Utilise or access the Site in any way that adversely affects the performance or function of the Site, or any other computer systems or networks used by us or the Site, or infringes on our copyright or any copyright of our members;
- Abuse, plagiarize or breach the rights of third parties including, without limitation, copyright, trademark, patent, rights of publicity or privacy or any other proprietary rights;
- Upload or transmit to the Site or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or intercept, the normal operation of the Site, or appropriate the Site or any system, or take any action that imposes an irrational load on our computer equipment, or that infringes upon the rights of any third party;
- Camouflage the origin of the information transmitted through the Site.

If you are aware of or experience any content, activity or communication through or in connection with the Site that appears to be in violation of the above, or in violation of any other provision of these Terms, we ask that you please inform us of any such violation by sending an email to [mail@golfrentalsdirect.com](mailto:mail@golfrentalsdirect.com)

## **7 Liability**

7.1 The Website and Content is provided "AS IS" and on an "AS AVAILABLE" basis and Golf Rentals Direct does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Website or any Content. All implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law.

7.2 In no event will Golf Rentals Direct be liable for any loss including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract or otherwise, arising out of or in connection with the use of this Website.

7.3 Golf Rentals Direct has tried to ensure that all the Content provided on the Website is correct at the time of publication. The Content is provided on an information basis only and should not be relied upon. No responsibility is accepted by or on behalf of Golf Rentals Direct for any errors, omissions, or misleading Content on the Website or on any websites to which the Website connects.

7.4 Golf Rentals Direct does not warrant that the Website or Content will be uninterrupted or error free, that any defects will be corrected, or that this Website or the server that makes it available are free of viruses or bugs.

## **8 Privacy**

8.1 You must read and accept the Golf Rentals Direct Privacy Policy which details what type of personal information Golf Rentals Direct may collect from you when you visit the Website and how Golf Rentals Direct may store and use the information in accordance with the Data Protection Act 1998 and the Privacy and Electronic Communications Act 2003.

## **9 Your Safety**

9.1 User verification on the Internet is difficult and we cannot and do not confirm each user's purported identity. We encourage you to communicate directly with an advertiser or holidaymaker through the tools available on the site.

## **10 Changes to the Terms**

10.1 Golf Rentals Direct reserves the right, at its discretion, to make changes to any parts of the Website or these Terms. When these Terms are amended, Golf Rentals Direct will publish details of the amendments on the Website. Your continued use of the Website is taken as your agreement to be bound by these Terms as amended.

## **11 Release**

11.1. In the event that you have a dispute with one or more other users (including, without limitation, any dispute between users regarding any transaction or user-contributed content), you hereby agree to release and discharge us from all liabilities, claims and expenses which arise out of or in connection with that dispute.

## **12 Indemnity**

12.1. You agree to indemnify any member of Golf Rentals Direct against all liabilities, claims and expenses (including reasonable legal fees) that may arise out of or in connection with (a) any breach of these Terms by you or through a machine on which you access the Site; (b) any of your user-contributed content infringing these Terms or the rights of any person or entity; or (c) any rental or other property-related transaction to which you are party or that is entered into in connection with this Site.

12.2. If any claim is made against us that you indemnify us for under Clause 13, then (a) we will have the right to conduct its defense and settlement, but (b) we will take reasonable account of any representations you make to us as to such defense and settlement.

## **13 Jurisdiction**

These Terms shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts (although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country).

You agree to comply with all applicable laws, statutes and regulations concerning your use of our site. Each and every booking carried out on, or as a result of use of, the website is deemed to be completed within the United Kingdom and therefore shall be governed by and interpreted in accordance with the law of England and Wales

## **14 Severability**

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent

that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

## **15 Conflict**

15.1 If there is any conflict between these Terms and any other written agreement between you and Golf Rentals Direct then the latter shall prevail.

## **16 Events beyond our control**

16.1 Golf Rentals Direct will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control including, without limitation, strikes, lock-outs, and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **17 No Agency**

17.1 Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

## **18 Links**

18.1 Golf Rentals Direct is not responsible for the availability or content of any third party websites or material you access through this Website.

## **19 Interruptions in our service**

19.1 Whilst we take every care to maintain the continuity of our site, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result we do not accept any ongoing obligation or responsibility to operate our site or any particular part of it.

## **20 File Download**

20.1 Certain files of Content are available for download from the Website. These files of Content are subject to these Terms.

## **21 Limitations of use of other user's information; no spam**

21.1. You agree that, with respect to other users' personal information that you obtain through the Site or through any Site-related communication or any Site-facilitated transaction, we have granted to you a license to use such information only for: (a) any Site-related communications that are not unsolicited commercial messages, (b) using services offered through the Site, (c) facilitating a financial transaction between you and the other user (such as an on-line booking or charging a personal credit card) and (d) any other purpose that a user expressly agrees to after you tell them the purpose you would like to use it for. In all cases, you must give users an opportunity to remove themselves from your address book or database and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, can you disclose personal information about another user to any third party without both our consent and the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information, and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

21.2. We do not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user who has rented a holiday property from you or to you, to your mailing list (email or physical mail) without the user's express consent.

## **22 Advertiser Agreement**

This document informs you of the additional terms and conditions on which you may make use of Golf Rentals Direct.Com ("our site") as a property owner or agent (an "Advertiser") placing advertisements on our site. If there is an inconsistency between any of the provisions of these additional terms and conditions ("User Agreement") and the Terms of Use, the provisions of the User Agreement shall prevail.

Please read the User Agreement thoroughly before using our site. By advertising on our site, you indicate that you accept these Terms and Conditions.

### **23 Our Service**

23.1 We are an advertising service for Advertisers and an accommodation search facility for other users of our site ("Holidaymakers"). We have absolutely no involvement in the booking process or transaction, although we may provide tools to enable the transaction between Advertiser and Holidaymaker. It is the sole responsibility of the Advertiser to be eligible to rent the property and the sole responsibility of the Holidaymaker to pay for the rental.

23.2 By advertising on our site and by providing information to us, you agree to the following:

### **24 Member Eligibility**

24.1 Our services may only be used by members who can form legally binding contracts under applicable law. Upon request, to provide us proof of personal identification, proof of ownership of the property advertised on our site, and proof of authority to list, to offer for rent and to rent the property.

24.2 Each member further represents and covenants that any information submitted to the Site during such member's registration with the Site shall be true and correct. Member further agrees to provide notice to the Site by sending an email to mail@golfrentalsdirect.com regarding any updates to any such contact information previously submitted by member to the Site.

### **25 Content, Layout and Copy**

25.1 Each member will accurately describe and present the property and will disclose any material defects.

25.2 Prior to activation of an advertisement all content that you submit is subject to our approval. As part of that process and in an ongoing capacity we reserve the right to review and amend content and photographs you supply.

25.3 We reserve the right to determine the design, layout and functionality of our Site.

25.4 We reserve the right to review and edit copy or amend the content, layouts or photographs supplied by any member. All content and copy edits submitted by members are subject to review and approval by us.

25.5 Notwithstanding our right to edit and amend the content, copy and photographs, we do not accept and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member or edited or amended by us.

### **26 Multiple properties**

26.1 A property advertisement on our site pertains to one holiday home, not multiple homes, nor an example of properties in a certain region. Only one self-contained holiday home should be represented in an advertisement unless prior permission has been given by us. We reserve the right to amend any property advert not adhering to this policy.

### **27 Exchanging properties**

27.1 A property advertisement on our site 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, we reserve the right to suspend the advert in question.

## **28 Availability calendar accuracy**

28.1 It is a requirement of your advertising contract with us that your availability calendar accurately reflects the availability for the advertised property at the time the calendar is updated. Misrepresentation of availability of the advertised property is misleading to site users. We reserve the right to withdraw the calendar facility or terminate the advertisements concerned, without refund, where we believe calendars to be misleading.

## **29 Availability calendar updating**

29.1 In line with the above paragraph, we recommend that calendars are updated on a weekly basis. However, our minimum requirement is that calendars are updated at least once a month. We reserve the right to withdraw the calendar facility from adverts where availability is considerably out of date. Adverts that repeatedly fail to meet this minimum requirement could be terminated without refund.

## **30 Photographs**

30.1. All printed (paper based) photographs submitted by a member will be discarded after we have scanned the same into our electronic database. Regrettably, we are unable to return such photographs to you or retain paper copies in our files.

30.2. We will use reasonable efforts to reproduce faithfully any photograph submitted, but we are not responsible for any loss or damage or harm otherwise resulting from any defect in this regard.

30.3. By submitting a photograph either electronically through the Site or by mailing a paper photograph to our offices, the member represents and warrants that (a) (i) it holds all intellectual property rights with respect to each submitted photograph, or (ii) it has secured from the copyright holder all rights necessary for the photograph to be used in an online advertisement, (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph.

## **31 Termination of an advertisement**

31.1 All listings are sold to run the full term that is chosen by the member. Listings removed at your request prior to the completion of their full term are not subject to a refund.

31.2. We reserve the right to refuse any listing submitted to us either through our online submission process or sent to our offices for us to load or post onto the Site. We may refuse to publish the listing for any reason, and each current or prospective member expressly agrees to release and hold us harmless from any loss or liability that may arise from such a decision.

31.3. If an Advertiser attempts to enter unsuitable material into the online database, or persistently misuses the online systems, we reserve the right to remove the associated advertisement from our site. Full payment will be retained;

31.4. If we become aware of or receive a complaint from any person or entity regarding a member's listing or rental practices that, in our reasonable discretion, warrants the immediate removal of such member's allegedly offensive listing from the Site (for example, and without limitation, if a member double-books a property for multiple travellers on the same date, or engages in any practice that, in our reasonable discretion, would be considered unfair within the holiday rental industry, or if we receive a complaint that any listing's content infringes on the rights of a third party), then we may immediately remove the allegedly offensive listing from the Site without notice to the member and without refund while we investigate the basis for the complaint. If

we conclude, in our reasonable discretion, that any such complaint is meritorious, then we may permanently remove the offensive listing from the site without notice to the member and without refund.

31.5. We reserve the right to refuse or remove any advertisement from our site that we consider unsuitable, incomplete or misleading, and will not be liable for any expense in so doing;

31.6 We reserve the right to refuse any advertisement from our site where the content fails to meet our minimum requirements;

31.7 If an Advertiser wishes to have their advertisement removed from our site before the end of their subscription, this will be done as soon as we receive formal notice from the Advertiser by email or using the 'Contact Us' page, quoting their Advertiser ID or home number and password. No refunds will be given;

31.8 If an Advertiser is in breach of these terms we may remove the advertisement from our site without notice and without refund.

### **39 Contactability**

39.1 In the interest of maintaining a high level of service to Holidaymakers using our 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 to set up an out of office response on their email account. We reserve the right to suspend adverts of Advertisers who are unreachable for more than one week. In this instance we will send messages by telephone and email asking for the Advertiser to request re-activation upon their return.

### **40 Guestbooks and reviews**

40.1 All entries in the guestbook must be genuine comments from your guests. We reserve the right to request the email address of the guests whose comments are included for the purposes of verification. Should we decide to include guest reviews on the website, the same rules will apply.

### **41 Unauthorised payment options**

41.1 No member may request payment from a Holidaymaker by cash or via an instant cash wire transfer system such as Western Union or MoneyGram transfer. Such actions may result in immediate termination of your advertising. Payment should be accepted via credit card, cheque, bank transfer or PayPal.

### **42 External links**

42.2 We reserve the right to remove from advertisements both email addresses and links to external websites which either do not conform to the guidelines provided, or which we feel are not appropriate, or act against the interests of us or our Advertisers. Where a link to a personal website is shown, 50% of properties must be advertised on Golf Rentals Direct to allow the link to remain. The ultimate responsibility and authority for determining the aforementioned rests solely with us. 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.

### **43 Payment details**

43.1 No Advertisements will be activated without payment.

43.2 If payment is being made by credit or debit card this can be processed online via Google Checkout our online card payment provider.

43.3 If you are sending a cheque please address it to: Golf Rentals Direct, 40 Oak Tree Close, West Cross, Swansea, United Kingdom, SA3 5RW.

43.4 Please note that all Advertisers, whether they are in business or not, are responsible for charging and accounting to the relevant authorities for taxes (including, where relevant, VAT) on the rental payments they receive

#### **44 Changes to pricing and conditions**

44.1 We reserve the right to change the rates and conditions without notice. Any new rates will be applicable immediately for all new advertisements and renewals for both new and existing Advertisers.

#### **45 Information you provide us**

45.1 All copyright, database rights, trade marks and design rights ("Intellectual Property") in our site and in the material published on it belong to us, our licensors or our Advertisers.

45.2 If you are a member, by accepting these Terms and by paying for and posting a listing on the Site, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any content you post on the Site, and you grant the Site and its holding company, Golf Rentals Direct, the ability to copyright and protect the images, copy, and content available via your listing from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. We need these rights to host and display your listing. You further agree to assist us, at our expense and control, to protect such copyrighted material from unauthorized redistribution. We are not responsible for any infringement or violation of laws resulting from content supplied by any member. Each member hereby waives and releases all rights to any claim against us for any alleged or actual infringement of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with any user-contributed content posted or provided to us by such member.

#### **46 Your waiver and indemnity**

46.1 Your contract for the rental of any property you list on our site is directly with the user of our site and we are not a party to that contract.

46.2 In recognition of this, you agree to waive any claim you may have against us that is in any way connected with a dispute you have with a user of our site; and compensate us for any losses or liability suffered as a result of any claim against us by a user of our site or any other third party in relation to your dealings with users of our site and third parties.

#### **47 Our liability and responsibility**

47.1 We act merely as an advertising service through which you can advertise properties to users of our site and we make no representations or warranties regarding the capacity of any user of our site to make a booking with you.

47.2 To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

47.3 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

47.4 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation, any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

47.5 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### **48 Distance Selling**

48.1 When, as a member, you choose to create a listing, you are agreeing that the listing may be placed shortly after you provide your agreement to create it. As a result you do not have the right to cancel your agreement to create the listing during the cooling-off period which is provided for certain transactions under the Consumer Protection (Distance Selling) Regulations 20

#### **49 Refer a friend scheme**

49.1 Advertisers are invited to send invitations through the Site to Third Parties offering them the opportunity to advertise. To a Member's knowledge, Third Parties should be private holiday home owners and be willing to accept our Terms and Conditions of advertising.

49.2 As an incentive for a Member to refer, and as an incentive to a Third Party to become a Member, the Site may offer a promotional award to either, or both participants. Such awards are detailed at the time of referral. The award detailed on the Site applies at the time on which a referral email is sent by a Member to a Third Party. Awards advertised on earlier or later dates may not replace the one advertised at the time of initial emailing. The Site reserves the right to change, or remove, the advertised incentive without prior notice to Members and Users of the Site.

49.3 The acceptance of a promotional award by a Member is contingent on a Member having a live subscription and listing on the Site. In the event that a listing is withdrawn or expires, the Site will make every effort to allow the award to apply to the Member's listing when such a Member re-instates an existing, or creates a new listing.

49.4 The maximum number of email invitations a Member can create and send to Third Parties to participate in the Refer a friend scheme is at the discretion of the Site. However, the number of awards which can be redeemed by the Member referring is limited to 4 per calendar year period. A member who participates in the Refer a friend scheme must email us to inform of the name and address of the new member so they may qualify for the reward. For a Third Party to qualify for an award the referral code contained in the invitation email must be entered in the Referral code box at the time of online payment

49.5 The Site reserves the right to cancel any further registrations that, in the Site's opinion, have been created by an existing Member for the purposes of receiving referral codes created as part of the Refer a friend scheme or forming part of any other special promotional offer.

49.6 Any incentives may not be used in conjunction with any other promotional offer.

49.7 For marketing and/or testing purposes the Site reserves the right to advertise different incentives to different Members on any one date

#### **50 Contact**

If you wish to contact Golf Rentals Direct regarding the Website, these Terms or the Privacy Policy please contact us by email at [mail@golfrentalsdirect.com](mailto:mail@golfrentalsdirect.com)