

## **Website terms of use**

This website (www.rentmycaravan.com) (“the Website”) is owned and operated by Rent My Caravan Limited, a company registered in England with company number 13774315 and registered office address of 12 Cornwall Crescent, Diggle, Oldham, Lancashire, United Kingdom, OL3 5PW, which is also our main trading address (“the Company/we”).

To contact us, please use our contact form, which is located [here](#).

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

Please Note: When you visit our Website or send e-mails to us, you are communicating electronically. We will also communicate with you by e-mail. You agree that all notices, agreements, disclosures and other communications that we provide to you electronically satisfy any requirement that such communications be in writing.

By using this Website, you agree that:

1. You will not use this Website or any material or information on it for any purpose that is unlawful or prohibited by these Terms of Use;
2. You are at least 18 years old and have the legal authority to use this Website in accordance with these Terms of Use;
3. You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of this Website;
4. All information that you provide about yourself and about anyone else shall be true and accurate.

You must not link (including deep linking) to our Website or access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our prior written agreement.

## **Other Terms Which May Apply To You**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy; and
- Cookie Policy.

If you make a booking for Caravan Hire, our booking Terms & Conditions will apply. Please see the Booking Terms of Use section below.

## **Copyright Notice**

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### **Booking Terms of Use**

All bookings made on this Website are subject to our Booking Terms & Conditions in addition to these Terms of Use. We recommend that you read our booking Terms of Use carefully and print out and keep a copy of them for your future reference.

### **We may suspend or withdraw our site**

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Our site is only for users in the UK**

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the contact form available here.

### **Website Content**

We are an English registered Company. Our business and the services we offer are governed by the applicable laws of England and Wales except where otherwise stated in our booking Terms of Use. No warranties, promises and/or representations of any kind, express or implied, are given as to the accuracy or completeness of any of the material or information contained on this Website (in

accordance with English law or with any laws of any other country) or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf.

We shall not be liable for any loss or damage or other sum or claim of any nature whatsoever (direct, indirect, consequential or other) which arises, directly or indirectly, in connection with this Website.

The information contained on this Website may contain technical inaccuracies and typographical and other errors. The information on these pages may be updated from time to time and may at times be out of date. If any price or other information is obviously incorrect, we will not be bound by it. You must ensure you check all details of the chosen arrangements (including the price) with us at the time of booking.

Occasionally, we may upload traveller reviews, blogs and recommendations on to our Website. Such reviews and blogs are the personal opinions of the author of said content and not that of the Company. We take no responsibility and accept no liability in relation to these reviews, blogs, recommendations or other similar content on the Website, or any resulting acts, omissions or losses incurred.

This Website may contain links to other websites. Except where they belong to us, such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability in relation to any such other websites or in relation to any material or information appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means.

This Website or any part of it (or any websites that are linked to this Website) may not be compatible with your browser or computer configuration and we make no warranty that it is. We make no warranty that your access to our Website will be uninterrupted, timely or error free. It is your responsibility to ensure you carry out sufficient checks (including virus checks) to satisfy your particular requirements.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **User Reviews**

Occasionally, we may allow users to upload comments, videos, photographs, reviews, blog entries and other material in relation to travel or other holiday services. Where you upload such materials, you disclaim any proprietary or other rights you may have in the materials, and agree that such materials can be freely used by the Company for any reason whatsoever, without your permission.

You agree that, at the date of posting, the material submitted by you is appropriate and accurate. You warrant that the material is not misleading, defamatory, untrue, malicious, offensive or abusive. You agree that you will not post any information or material that is owned by another third party without their express authority to do so.

You agree to indemnify the Company for the full amount of all damages, losses, costs and expenses in (including legal costs) in relation to claims brought by any third party against the Company arising out of or in connection with breach of these Terms of Use in relation to the materials.

The Company reserves the right to refuse to post or remove (without notice) any materials for any reason at its sole discretion.

### **Our responsibility for loss or damage suffered by you**

#### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of a booking made for Caravan Hire, which will be set out in our Booking Terms of Use.

#### **If you are a business user:**

We exclude all implied Terms of Use, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### **If you are a consumer user:**

Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

### **How We May Use Your Personal Information**

We will only use your personal information as set out in our Privacy Policy.

## **Law and Jurisdiction**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales

## **General**

If any exclusion(s) or limitation(s) contained in these Terms of Use is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from these Terms of Use for that purpose / those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these Terms of Use.

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

We may alter these terms and Terms of Use at any time. If we do so, all subsequent use of our Website will be governed by the newer version. You must check these Terms of Use regularly.

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