

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website www.propiteerhotels.com (**our site**) and applying to join our member database. We will be under no obligation to add you to our member database and if we choose not to do so, we are under no obligation to notify you of our reasons for our decision.

Use of our site also includes accessing, browsing or registering to use our site.

INFORMATION ABOUT US

Our site is operated by Propiteer Hotels Limited ("**we**"). We are registered in England and Wales under company number 11306802 and have our registered office at Olivers Barn, Maldon Road, Witham, Essex CM8 3HY.

To contact us, please email enquiries@propiteerhotels.com or telephone our customer service line on 01376 505 286.

BY USING OUR SITE YOU ACCEPT THESE TERMS

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.

THERE ARE OTHER TERMS THAT 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**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.
- Our **Cookie Policy**, which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms which apply at that time.

WE MAY MAKE CHANGES TO OUR SITE

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 are under no obligation to

update the content on our site therefore any of the content on our site may be out of date at any given time.

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.

HOW YOU MAY ACCESS AND USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You must not access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or

specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 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.
- We exclude all implied conditions, warranties, representations or other terms which 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; or
 - our assessment of your suitability to be added to our member database.
- 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.
- We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your

computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

- We assume no responsibility for the content of websites linked-to on our site. Such links should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those linked websites and such links are provided for your information only. We will not be liable for any loss of damage that may arise from your use of them.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

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 programmes and platform in order 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 which 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.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

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 non-exclusive jurisdiction. However, if you are a

resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident in 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.

SERVICES PROVIDED BY THIRD PARTIES

From time-to-time, we may engage third parties to provide services to enable you to use our site, and as such, the use of such third party services will be subject to the relevant third party's terms and conditions, over which we have no control. We will make you aware of the existence of these third parties and provide you with access to their terms and conditions (where relevant).

OUR TRADE MARKS

PROPITEER ® and associated names and logos are trade marks used under licence. You are not permitted to use them without our approval, unless they are part of material you are using as permitted in *How you may access and use material on our site*.