

Terms & Conditions

1. IMPORTANT TERMS OF PARTICULAR NOTE

1.1 BY COMPLETING THE REGISTRATION PROCESS OR ACCESSING THE CAMPING AND CARAVAN SITE FINDER SERVICE THE USER ACCEPTS AND WILL BE BOUND BY THESE TERMS AND CONDITIONS, AND ANY CURRENT USAGE GUIDELINES. CAMPING AND CARAVAN SITE FINDER RESERVES THE RIGHT TO CHANGE AND UPDATE ITS TERMS AND CONDITIONS OR GUIDELINES AT ANY TIME.

1.2 RIGHT TO ADD OR EDIT DIRECTORY ENTRIES

YOU HEREBY CONFIRM AND ACKNOWLEDGE THAT BY SUBMITTING AN ENTRY, OR EDITING, DELETING OR OTHERWISE ALTERING AN ENTRY IN THIS DIRECTORY THAT YOU EITHER ARE THE OWNER(S), OR ARE FULLY AUTHORISED BY THE OWNER(S) OF THE SUBJECT CAMP SITE OR CARAVAN PARK TO MAKE SUCH SUBMISSION OR ALTERATIONS TO THE ENTRY, AND FULLY INDEMNIFY CAMPING AND CARAVAN SITE FINDER AGAINST ANY INACCURACIES IN SAID ENTRY, WHETHER MADE IN ERROR OR DECEPTION, ACCIDENTAL OR OTHERWISE.

1.3 ACCURACY

1.3.1 YOU HEREBY CONFIRM THAT ANY INFORMATION SUBMITTED FOR DISPLAY ON THIS WEBSITE IS HONEST AND TRUTHFUL, AND ACCURATELY DEPICTS THE DETAILS, SERVICES AND FACILITIES AVAILABLE UPON THE SUBMITTED CAMP SITE OR CARAVAN PARK.

1.3.2 BY RATING AND/OR SUBMITTING A REVIEW OF A SITE TO THIS DIRECTORY YOU HEREBY WARRANT THAT SAID RATING AND REVIEW IS AN HONEST AND TRUTHFUL DEPICTION OF YOUR EXPERIENCE DURING YOUR STAY AT THE SUBJECT SITE.

2. INTERPRETATION

"Camping and Caravan Site Finder" is a trading style of e-Conscientia Ltd, a company registered in England and Wales. Company No: 08328265, Registered Office: 57 Vale Road, London N4 1PP. The company trading address for all enquiries is Wessex House, Upper Market Street, Eastleigh, Hampshire, SO50 9FD, UK.

"Service" means access to the Camping and Caravan Site Finder website and all the facilities and information contained in it.

"Subscription" means the right of any individual to use the Camping and Caravan Site Finder service, whether provided free or for a fee.

"User" is any organisation, business, or individual person to which Camping and Caravan Site Finder provides the Service as evidenced by information or details provided during the registration process.

2. DURATION, SUSPENSION, TERMINATION AND RENEWAL

2.1 The Subscription Period shall commence on the date of the User confirming registration and shall continue until terminated by either party in accordance with these Terms and Conditions.

2.2 Camping and Caravan Site Finder may suspend, terminate, or restrict access to the Service without notice if:

a) any fees, charges or other payment due are unpaid.

b) the User commits a breach or default of any term or Usage Guideline and fails to remedy it

promptly on receiving notice of it. Camping and Caravan Site Finder retains the absolute discretionary right to assess whether any User activity breaches any Usage Guideline and what corrective action must be undertaken by the User.

c) The User provides access to the Service to any other individual, association, organisation, company or body corporate, whether wittingly or unwittingly.

d) the management of Camping and Caravan Site Finder feel that no contract of good faith exists between the parties.

2.3 Expiry or termination of the Service shall be without prejudice to the accrued rights and obligations of the parties.

3. PROVISION OF AND ACCESS TO THE SERVICE

3.1 The User agrees to abide by these terms and conditions and all Usage Guidelines when accessing or using any part of the Service, and to guarantee that any other User(s) authorized by it are similarly bound.

3.2 The User agrees to keep all its usernames and passwords, and any personal information acquired about any User through use of the Service entirely confidential, and commit no act which might breach the integrity of the Service, or harm the privacy or person of any User.

3.3 Camping and Caravan Site Finder reserves the right without notice to:

a) alter the arrangements for access to the Service; and/or

b) change the content, presentation and/or facilities of the Service. Camping and Caravan Site

Finder will endeavour to give the User reasonable notice of any alterations or changes which are likely to affect the User.

4. COPYRIGHT AND PERMITTED USE

4.1 The copyright in all material contained within the Service is and remains the property of Camping and Caravan Site Finder, its suppliers and its licensors. Save where expressly permitted by these Terms and Conditions, no material and/or third party material may be copied, distributed, sold, reproduced, licensed or dealt with in whole or in part without the prior written consent of Camping and Caravan Site Finder. All use of Camping and Caravan Site Finder material shall be accredited with Camping and Caravan Site Finder's moral rights.

4.3 All Trade Marks included within the Service, are the property of Camping and Caravan Site Finder. Camping and Caravan Site Finder reserves all rights in its Trade Marks.

5. LIMITATION AND EXCLUSION OF LIABILITY

5.1 Whilst Camping and Caravan Site Finder endeavours to ensure the accuracy of all material contained in the Service, Camping and Caravan Site Finder does not make any representation or give any warranty, either express or implied, as to the accuracy or fitness for any purpose of any information or material received by means of the Service.

5.2 Camping and Caravan Site Finder shall have no liability whatsoever to the User or any third party for any direct, indirect, or consequential loss or damage, cost, or expense suffered or incurred (whether arising in tort, contract or otherwise, and whether arising from the negligence of Camping and Caravan Site Finder or its employees or other Users and whether asserted against Camping and Caravan Site Finder or against its User(s) arising out of the use or supply of the Service or any material) and all warranties express or implied which are inconsistent with this paragraph 6 are hereby expressly excluded.

5.3 The User shall indemnify Camping and Caravan Site Finder against all costs, claims, demands or expenses incurred by or made against Camping and Caravan Site Finder as a

result of any breach by the Subscriber and/or its User(s) of these Terms and Conditions.

5.4 Whilst all necessary steps will be taken as soon as is reasonably practicable to maintain the continuity of the Service, Camping and Caravan Site Finder accepts no liability for suspension, interruption, temporary unavailability or fault occurring in the Service, howsoever caused.

6. ASSIGNMENT

The User may not assign the benefit or burden of all or any part of this Agreement without the written permission of Camping and Caravan Site Finder.

7. FORCE MAJEURE

Camping and Caravan Site Finder shall be under no liability for any failure, delay or omission on its part if the same arises from any cause beyond Camping and Caravan Site Finder's reasonable control including (but not limited to) Acts of God, acts or regulations of government or other authorities, war, fire, strikes or other industrial disputes, power failure, failure of telecommunication lines connections or equipment, or failure or defects in any hardware or software owned or supplied by third parties.

8. SERVICE OF NOTICE

Any notice to be given to either party by the other shall be in writing and delivered by hand, pre-paid post, or electronic mail (e-mail) to the parties at:

a) To Camping and Caravan Site Finder: Wessex House, Upper Market Street, Eastleigh, Hampshire SO50 9FD.

b) To the User: at the latest address and/or e-mail address of the Subscriber registered with Camping and Caravan Site Finder by the Subscriber.

9. APPLICABLE LAW

These Terms and Conditions shall be construed in accordance with the Laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.

10. ENTIRE AGREEMENT

These Terms and Conditions together with the Usage Guidelines, save for written agreement to the contrary, shall form the entire arrangement between parties and supersede all prior Terms and Conditions, arrangements or understandings about its subject matter.

11. VARIATIONS

Camping and Caravan Site Finder may vary or amend the above Terms and Conditions by giving the User written notice at any time.