

Terms of Use

Introduction

Thank you for accessing www.adventurefinder.co.uk ("this Website"). This Website is operated Findmea.com Ltd

When you access this Website or use any service offered by us on it ("the Service") you will be subject to the following terms ("these Terms"). They apply to you and, if you use this Website for commercial reasons, they will also apply to the company or organisation for whom you work. Please read these Terms before using this Website.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to these Terms.

Acceptance Of Terms

By using this Website you signify your acceptance of these Terms in return for which we grant you access to the Service. If at any time you do not wish to accept these Terms then you should not use this Website.

This Website contains links to other websites and web pages and services operated by us ("Findmea.com Ltd Online Sites"), and your use of each Findmea.com Ltd Online Site is also subject to these Terms and the other terms and guidelines (if any) contained within each Findmea.com Ltd Online Site. In the event that any of the terms, conditions and notices contained herein conflict with the terms and guidelines contained within any particular Findmea.com Ltd Online Site, then the terms and guidelines relating to the particular Findmea.com Ltd Online Site shall prevail.

From time to time we may change these Terms. Accordingly, please continue to review these Terms whenever accessing or using this Website. If we change these Terms then we will endeavour to post a notice on this Website drawing the changes to your attention.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

RENTAL CONTRACT IS ONLY BETWEEN YOU AND ADVERTISER/SUPPLIER

We act as an advertising medium through which advertisers and suppliers can advertise properties to you. We do not, nor have we inspected, researched, verified, managed, or had any control whatsoever over any property listed on this Website and we make no representations or warranties regarding any of the properties.

Although we do charge a fee to advertisers to advertise their chalets or rental properties on this Website, we do not research listings. Accordingly, we grant advertisers a non-exclusive, royalty free revocable licence to access this Website, the properties, deal with legitimate enquiries to advertisers regarding their interest in properties for personal use, all in accordance with these Terms. Any other use of this Website is expressly prohibited.

We require advertisers to advertise properties truthfully, in good faith and accurately, and we take reasonable steps to remove advertisements from this Website following any complaint from you or any other supplier/advertiser. We maintain that we have no control over the accuracy of any advertisement (including the contents thereof) or the capacity of any advertiser to make a booking with you.

We have absolutely no involvement in the booking process or transaction, although we provide the medium to enable the transaction between the advertiser and you. We make no claims as to the quality, safety or legality of any of the properties advertised. Neither can we confirm the accuracy of the advertisements or their content. It is the sole responsibility of the advertiser to be eligible to rent the property and the sole responsibility of you to pay for the rental.

As such, we disclaim all liability and responsibility arising from any reliance by any user of this Website, or by anyone who may be informed by any of its contents, placed on any advertisement, commentary and other information posted on this Website.

Payments

We advise that payments to advertisers/suppliers for rental of a property should not be made by instant cash wire transfer systems such as Western Union or Moneygram Transfer. Please ensure that cash is not also sent by post. Payments should preferably be made by credit cards, cheque or bank transfer. We accept no liability or responsibility towards the rental transaction or how you pay for rental of the properties and you take full responsibility in this regard.

Advertisers and Suppliers

Any dealings between you and any advertisers or suppliers found on or via this Website, including the payment for, and delivery of, products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the relevant advertiser or supplier. You agree not to hold us liable for any loss or damage of any kind incurred as a result of any such dealings.

We expressly disclaim any responsibility or liability for any damage, loss or injury arising out of:

- The activities of any advertiser or supplier

- The goods or services offered or the content displayed by any advertiser or supplier

- Your purchase of, or inability to purchase, any advertiser's or supplier's goods or services

Download Rights

The content of this Website ("the Content") is provided to facilitate your use of the Service. You acquire no rights or licences in or to the Website and/or the Content other than the right to use them to facilitate such use.

You may not offer for sale or sell the Content or any part thereof. You may not use the Website or the Content to construct a database of any kind, store the Website (in its entirety or in any part) in databases for access by you or any third party, or distribute any database websites containing all or part of the Website.

Intellectual Property

This Website, including the Content, is protected by copyright and/or other proprietary rights. The Content may include content owned and controlled by advertisers, suppliers or other third parties and licensed to us. All individual descriptions, specifications, images and other elements making up this Website may be copyright works. You agree to abide by all additional copyright notices or restrictions contained on this Website.

You have no ownership rights or licences in any of our trading names, trademarks or in the Content except for the right to use this Website and to download and use the Content in accordance with these Terms.

You agree to email us at 'office@adventurefinder.co.uk' as soon as you become aware of any unauthorised use of this Website by anybody, or of any claim that this Website, or any of the Content, infringes any copyright or other rights of any other party.

We may, in appropriate circumstances and at our discretion, remove or disable access to material on this Website that infringes on the rights of others.

Hyperlinks

You may not make this Website available as part of another website, whether by hyperlink or otherwise, without first obtaining our prior written consent to do so. If you want to obtain our consent then please contact us at 'office@adventurefinder.co.uk'.

Websites or pages that we have linked to this Website are for your information only, and products and service information on them are the sole responsibility of each individual supplier. We have no responsibility for the content of these websites or pages and we accept no responsibility or liability for any losses or penalties that you may incur as a result of that content. References to any products, services, hypertext links to third parties or other information by trade name or otherwise do not necessarily constitute or imply their endorsement by us.

Accuracy of Information

While we have endeavoured to ensure the accuracy of the information accessed via this Website, you acknowledge and agree that much of such information has been provided to us by third parties and that we therefore cannot guarantee or give any warranty as to its accuracy, timeliness or completeness. Under no circumstances will we be liable in any way for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.

We may change the Content from time to time. Information published on this Website may contain references or cross references to certain products or services that are not announced or available in your country. You should contact the relevant advertiser or supplier direct for information regarding the products and services that may be available to you.

Disclaimer of Warranties

THIS WEBSITE, THE CONTENT AND THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ALL WARRANTIES OF ANY KIND ARE EXCLUDED AS FAR AS IS PERMITTED UNDER APPLICABLE LAW INCLUDING (BUT NOT LIMITED TO) THE EXCLUSION OF WARRANTIES OF TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS.

WE MAKE NO WARRANTY THAT

THE SERVICE WILL MEET YOUR REQUIREMENTS

THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCEPTABLE TO YOU AND

THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE OR THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US BY YOU OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

We do not guarantee that this Website is compatible with your computer hardware and software. We are also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access this Website.

If you are a consumer, these Terms do not affect your statutory rights or legal rights.

Liability

You acknowledge that you use this Website, including the Content, and the Service at your own risk. If you are dissatisfied with this Website, these Terms, any of the Content or the Service then your only remedy is to stop using this Website.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM

**THE USE OR THE INABILITY TO USE THE SERVICE
THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE
STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE OR THE SERVICE, OR
ANY OTHER MATTER RELATING TO THIS WEBSITE OR THE SERVICE.**

Please note that some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and exclusions may not apply to you.

Prohibited Access

You access this Website on your own initiative and you are responsible for complying with local laws and regulations. This Website is not to be accessed in any jurisdiction where, for any reason, the publication or availability of this Website or the provision of the Service (or any part of it) is prohibited. We do not represent that this Website complies with laws in all jurisdictions. You should seek legal advice if you remain in doubt you should not access this Website.

Force Majeure

If there is any failure or delay in performance of our obligations resulting from events or circumstances not reasonably within our control, we will not be liable or have any responsibility of any kind for loss or damage incurred by you.

Refund Policy

If an advertiser or supplier believes that they are entitled to a refund for any reason then they should inform Findmea.com Ltd by email at office@adventurefinder.co.uk so their circumstances can be investigated. Advertisers have the right to cancel within seven days of their contract with

Findmea.com Ltd, in which case payment will be returned in full to the credit card used at the point of purchase.

Termination

We shall have the right immediately to terminate your use of this Website if we determine, in our sole discretion, that you have breached these Terms, or otherwise been engaged in conduct which we determine, in our sole discretion, to be unacceptable.

Miscellaneous

Each provision of these Terms stands alone and if any provision is, or becomes, invalid or contravenes any applicable regulations, the remaining provisions will not be affected.

You acknowledge that in accepting these Terms you have not relied upon (and that we have not made) any statements, promises or given any opinions or recommendations whatsoever that are not expressly contained in these Terms.

Our rights and remedies under these Terms are cumulative and are not exclusive of any rights or remedies provided by law or by any other agreement.

If at any time we waive any breach of any obligation arising under these Terms then that does not mean we have waived any other breach, and we shall subsequently have the right to enforce all obligations.

Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales and you irrevocably agree that the courts of England are to have exclusive jurisdiction in relation to any claim that you may bring against us arising out of a dispute relating to these Terms, this Website or the Service.

Please note that you are contracting with the advertisers of the properties on your own terms and for their potential rental of a property and AdventureFinder.co.uk disclaims all liability (as provided for in law) in respect of communications, transactions and payments carried out between you and the advertisers of the properties.