

WEBSITE TERMS OF USE

These terms and conditions ("Terms of Use") form the basis on which you can visit www.visitjaywicksands.com ("the Website"). Please read them carefully as they contain important information. By using the Website site, you indicate that you fully and unreservedly accept the Terms of Use. Please do not use the Website if you do not agree to the Terms of Use.

Ownership and Operation of the Website

The Website is owned by Alison Wagstaff, hereafter referred to as "The Website Owner". The Website Owner uses the services of the company Rentz UK Ltd (registration 5162437), hereafter referred to as Rentz, to manage enquiries and/or bookings via the Supercontrol booking system.

If you have any queries about these terms and conditions or if you have any comments or complaints on or about the website, you can contact rogerandalison@ntlworld.com

Ownership of rights

All rights, including copyright, in the website are owned by or licensed to The Website Owner. Any use of the website or its contents, including copying or storing thereof in whole or part, other than for your own personal, non commercial use, is prohibited unless express prior consent has been given in writing by The Website Owner. You may not modify, distribute or repost anything on the website for any purpose.

If you believe in good faith that materials hosted on the Website infringe your copyright, please write to The Website Owner with full details at rogerandalison@ntlworld.com

Accuracy of content

The Website Owner and Rentz have taken care in the preparation of the content of the Website. In particular, The Website Owner and Rentz have ensured that information and prices quoted are correct at the time of publishing. However, The Website Owner and/or Rentz do not guarantee that the content is error-free, nor do they guarantee that there are no omissions or inaccuracies in the information provided or that defects will be corrected. The Website Owner and/or Rentz do not accept any liability for errors, omissions or inaccuracies which may appear on the Website or for any inconvenience or financial losses in relation thereto.

Inappropriate content

If you consider any of the content of any videos, photographs or any other material on the Website to be offensive, discriminatory, defamatory or libellous or otherwise inappropriate, please notify The Website Owner, providing full details of the content you consider to be inappropriate and your reason(s), at rogerandalison@ntlworld.com

Upon receipt of notification that any content is considered to be inappropriate, The Website Owner will review such content and shall decide whether to remove such content from the Website.

Links from the Website to Third Party Websites

As stated, the Website Owner uses the services of the company Rentz to manage enquiries and/or bookings. The Supercontrol online booking system is used by Rentz to manage these bookings. When you book you may be taken to Supercontrol's environment. Rentz and Supercontrol are PCI compliant.

Apart from the above, the Website may include links to third party websites, some may be affiliate links, which are controlled and maintained by others. Any link to other websites, affiliate or otherwise, is not an endorsement by The Website Owner and you, by using the Website, acknowledge and agree that The Website Owner is not responsible for the content or availability of any such Websites.

Links to the Website

You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage the reputation of The Website Owner in any way 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 the part of The Website Owner where none exists.

Advice

The contents of the Website does not constitute advice and should not be relied upon by you or third parties. The Website Owner and/or Rentz exclude all liability and responsibility arising from any reliance placed upon such contents by any visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

The Website Owner reserves the right to change or remove (temporarily or permanently) the Website or any part of it without notice and without liability to users of the site for any inconvenience or financial loss as a result of such change or removal.

The Website Owner reserves the right to change these Terms and Conditions at any time. By continuing to use of the Website following any changes you shall be deemed to have accepted such changes.

Damage to your computer

The Website Owner and Rentz try to ensure that the Website is free from viruses or defects. However, The Website Owner and/or Rentz cannot guarantee that your use of the Website or any websites or environment accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the Website. Any liability incurred is excluded by The Website Owner and/or Rentz for any loss or damage which may arise to computer equipment as a result of using the Website.

Availability of the Website and functionality within it

Whilst The Website Owner and Rentz take every care to keep the Website and the functionality within it available and working optimally, interruptions, errors, omissions of service and delays may occur. As a result, no warranty is given that the Website service or functionality within it will be not be uninterrupted or free from errors, omissions or delays. The Website Owner and/or Rentz accept no obligation to operate the Website or any particular part of it.

Contractual Relationship

Nothing in these Terms of Use or in your use of the Website creates, or is intended to establish, any agency relationship, partnership or joint venture.

As stated, the Website Owner uses the services of the Rentz. Rentz does not act as an Agent for the Property Owner but manages the enquiries and/or bookings through the Website on behalf of the Website Owner. This does not preclude Rentz from offering other services to the Property Owner or Agent. Rentz never acts as a principal in connection with any of the transactions or services available on or through the Website.

Liability

The Website Owner and/or Rentz will only be liable under this contract for any losses, which are a reasonably foreseeable consequence of any relevant breach of contract.

If The Website Owner and/or Rentz are in breach of these Terms of Use or otherwise liable to you (including, without limitation, for any negligence), it will only be responsible for any direct damages or losses you incur that result from your use of the Website up to the value of the fees (if any) that you have paid to The Website Owner and/or Rentz.

To the extent permitted by law, The Website Owner and/or Rentz will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, loss or corruption of data, loss of anticipated savings in expenditure or profits, loss of opportunity) arising out of or in connection with the use of the Website.

Notices

Unless otherwise expressly stated in these Terms of Use, all notices from you to The Website Owner must be in writing and sent to rogerandalison@ntlworld.com All notices from The Website Owner to you will be displayed on the Website from time to time.

Changes to legal notices

The Website Owner reserves the right to change the Terms of Use from time to time and you should look through them as often as possible.

Indemnity

You agree to indemnify and hold the Website, the Website Owner, any employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Website arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of the Website.

Invalidity

If any of these Terms of Use are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other Term of Use will be unaffected.

Nothing in these Terms of Use shall be construed so as to exclude or limit the liability of the Website for death or personal injury as a result of its negligence of the Website or that of its employees or agents.

Privacy

You acknowledge and agree to be bound by the terms of The Website Owner's privacy policy.

Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Law, jurisdiction and language

The Website, any content contained therein and any contract brought into being as a result of usage of the Website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

END. Last updated 5/4/21

GLOSSARY

"the Website" means www.visitjaywicksands.com, operated by The Website Owner and Rentz

"The Website Owner" – means the owner of the website, Alison Wagstaff.

"Rentz" – means Rentz (UK) Limited, whose registered office is 22 Almondhayes, Ipswich, Suffolk. IP2 9SH (Company Registration No 5162437). The Website Owner is the sole director of this company.

PCI compliant /certified - PCI is the payment card Industry data security standard. Rentz is PCI Certified. For further information, see <http://www.pcicomplianceguide.org/pcifaqs.php#1>

"Content" – Information on the Property Detail form and other content submitted for inclusion in the Website

"you/your" – means the individual(s) or Company, using the Website

"the Agent" - means the Individual(s) or entity who may manage a property on behalf of a Property Owner.

"Confidential information" – Confidentiality is a set of rules or a promise that limits access or places restrictions on certain types of information. In this case all information provided to the Website Owner from Rentz, or to Rentz from the Website Owner is deemed to be confidential and should not be shared with third parties except for the fulfilment of the services Rentz is providing.

"Written notice" – Official notice by email as prescribed within the Agreement.

END Last updated 5/4/21

