

# Stayin Limited Terms & Conditions

Stayin. Limited ("Stayin") is a company registered in England and Wales. Full contact details are on the 'about us' pages of our websites.

Any reference in these Terms and Conditions to "customer", "you" or "your" is a reference to the person, partnership, limited liability partnership, company or corporate or unincorporated body providing the accommodation to be listed on the Stayin websites. Stayin maintains its business marketing online websites as a service to its customers by allowing reservation requests to be sent via the Internet. By using the web marketing tools owned and operated by Stayin, you are agreeing to comply with and be bound by these Terms and Conditions, (which Stayin reserves the right to amend from time to time) which are incorporated into any agreement or contract between Stayin and you. For the avoidance of doubt the Stayin Editorial Guidelines, Copyright Statement and Payment Policy are incorporated into these Terms and Conditions.

## **UK Law**

Stayin controls its websites from its offices in North Yorkshire UK. The websites can be accessed from all countries around the world. As each of these countries has laws that may differ from those of England and Wales both you and Stayin agree that the statutes and laws of England and Wales shall apply to the use of all Stayin websites and any agreement or contract between the parties, including any subject to special offers, and further irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction. Stayin complies with the intent of the Data Protection Act 1998 and you acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and that personal data will be processed by and on behalf of Stayin. It is agreed that the Contract Rights of Third Parties Act 1999 shall not apply to any agreement or contract you have with Stayin.

## **Customer Obligations**

Visitors to Stayin websites are your potential guests and it is vital that they have a good experience so they continue to return, send enquiries, make bookings and recommend our websites. Hence, we require customers to maintain good levels of customer service by agreeing to reply to all email enquiries received, promptly. We stipulate a maximum timescale of 48 hours. If, however, an individual response is not possible, an automated email reply should be sent directly to the enquirer (not to stayin), with an indication of when the enquirer can expect a response so they could seek alternative accommodation if required. It is recognised that failure to reply to enquiries within this time frame produces very low booking conversions.

Customers shall also ensure that the email registered with Stayin is operational at all times and that spam and/or junk folders are checked on a regular basis.

## **Stayin Service**

Stayin is continually seeking to improve the services offered to its customers, and to those who view the Stayin websites. In this regard you confirm and agree that Stayin is permitted to amend the appearance, functionality and usability of the Stayin websites at any time, including any formatting and processes used by Stayin in providing its websites and/or services. For the avoidance of doubt, Stayin often uses search criteria and categorisation to assist website users in identifying suitable accommodation, and as such, you agree to Stayin applying such search criteria and categorisation to your advert, business and/or accommodation, which includes but is not limited to search criteria and categorisation based on price.

In addition Stayin reserve the right to edit your advert at any time without notice to maximise the the advertising impact, search engine compliance and quality.

## **Use of Text and Images**

Stayin is relying upon you to provide details of the property, business and/or accommodation you wish to be shown on Stayin websites. In this regard you warrant that all content, artwork and/or photographs supplied to Stayin, or uploaded by you to Stayin websites, in order to create an advert are copyright free and do not infringe the intellectual property rights of any third party, howsoever arising. This includes any text and images which we use from your own website. You further agree to indemnify Stayin from all claims, (including but not limited to costs (including legal fees), liabilities, awards, penalties and damages) incurred or suffered by Stayin by reason of a breach of the warranty contained in this clause. You agree and authorise Stayin to use any such content, artwork and/or photographs supplied by you, including any such content, artwork and/or photographs which appear on your website for free and in any manner related to the promotion of Stayin and its web marketing tools and services. You further agree and undertake with Stayin that you will not after the termination or determination of any agreement or contract you have with Stayin (including any free trial period) use (whether directly or indirectly) any intellectual property of Stayin, nor will you register or seek to register any URL with the name "Stayin" (whether or not including the hyphen or any such other grammatical term).

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## **Editorial Guidelines**

Within your client account area Stayin publish editorial guidelines for your adverts which you are required to fully comply with at all times. Stayin reserve the right at our sole discretion and without notification to you, to either edit any advert that doesn't comply, or to suspend adverts that repeatedly do not comply.

## **Competitors Information**

Stayin do not permit competitors information of any nature to be displayed on our websites. Such information will be removed immediately and without notice. In the event of repeated breach of this clause your advertising will be suspended.

## **Copyright of Stayin Materials**

Unless indicated to the contrary, all materials and intellectual property on Stayin web online marketing sites including concept, design, text, graphics, photographs, website programming code are the copyright of Stayin. You are permitted to access, download and print pages from the materials on a temporary basis for the sole purpose of viewing them for non-commercial, personal or educational purposes provided that you do not, without the prior written consent of Stayin, otherwise:

Copy, reproduce, publish, post, transmit, distribute or download the materials in any kind of medium; Extract from, manipulate, alter or modify the materials in any way; Interfere with any copyright notice originally attached to the materials; Store the materials in any medium including extraction into any other database, computer program or Web site; Broadcast, display, perform or present the materials publicly; Rent, lease or lend the materials; Commercially publish or exploit the materials in any manner.

Stayin reserves the right to use all mechanisms at its disposal to trace downloaded material for the purposes of protecting copyright. In using the materials you warrant to Stayin that you will not infringe its intellectual property rights nor will you breach the intellectual property rights of any third party.

To request Stayin's written permission to use the materials from any web online marketing site for any prohibited purpose, send an email to [info@stayin.net](mailto:info@stayin.net), or write to Stayin at our Postal Address. Please note that Stayin is not obliged to give you any such permission. Please send an e-mail to [info@stayin.net](mailto:info@stayin.net) notifying us of the use of any material found on another site that you believe originates from a Stayin website.

## **Payment Policy**

Stayin are happy to receive payment by most types of credit / debit cards, cheque, standing order, Paypal or BACS. The payment method chosen by our customers is at their discretion, but we strictly apply the following payment terms in order to minimize unnecessary costs and maximise customer benefits. We extend 14 days credit for cheque payment by new customers and existing customers (renewals) from the date of invoice. If payment is not received in this time the advert may be suspended until payment is made, and we reserve the right to impose, at our sole discretion an administration charge up to a maximum of 20% of the invoice value. If payment is not received within a further 14 days the matter will be passed over to our debt collection agency and/or solicitor.

All transactions with Stayin shall be in GBP.

## **Paying Your Annual Renewal**

Payments of renewals are due ON OR BEFORE the renewal date regardless of the payment method chosen. A renewal notification reminder will be issued at least 14 days prior to the renewal date, which will be sent to the the last address you registered with us.

Please note: it is your responsibility to ensure Stayin have the correct invoicing/renewal notification address and contact information. Should you fail to do this and the renewal notification is sent to the wrong address it shall deemed to have been served.

Once the renewal date has passed, then unless Stayin have been informed in writing or by email that the renewal is not required, then the renewal is deemed to have taken place and the full amount becomes due.

## **VAT**

Stayin are registered for VAT registration number 976824074. Vat invoices will always be issued for new adverts, advertisements etc. For renewals, a renewal notification only will be issued in the first instance which cannot be used as a VAT invoice. Should you require a VAT invoice then please advise Stayin with payment and one will be issued by return.

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## Debt Collection

Unless expressly agreed by Stayin in advance, then where customers fall outside our payments terms we use a debt collection agency and subsequently if appropriate legal proceedings. We reserve the right to add an administration fee of £35 plus debt collection/legal fees at the prevailing rate to the amount outstanding.

Please note for the avoidance of doubt, if any payment is not received by the due date, then at our sole discretion, your advert may be suspended. Without prejudice to any other right of Stayin if the suspension last for a period of 1 month (from the date of suspension) Stayin shall have the right to terminate any agreement or contract it has with you without liability howsoever arising. The full amount shall still be due for payment by you.

## Cancellation and Refunds

All customers of Stayin commit to a fixed term on the site and agreement to these terms and conditions when they; instruct us to proceed with advertising, either verbally, by fax/email or written word, and/or purchase advertising directly themselves on-line on our websites. Only in very exceptional circumstances can that fixed term be changed (eg close family bereavement). If subsequently a shortened term is agreed the customer will be charged pro-rata for the time that their property, goods or services has been advertised on the site plus two months to cover administration costs. A customer wishing to remove their advert from an Stayin website within their fixed term may do so at their own discretion but they will not receive a refund of fees paid. A customer wishing to remove an advert which is not fully paid for will incur an administration fee of £35 and be invoiced for the period the advert has been live on the site plus two months.

## Availability of Service

Stayin makes every effort to ensure that its websites are available 24 hours per day, 365 days per year. However there may be occasions where one or more of the sites cannot be accessed. These occasions will normally be less than 0.5% of time in any one year. In the event of downtime occurring, in excess of 0.5% of time in any one year which is not a force majeure event (as defined below) there is a limit of liability as outlined in the Limit of Liability section. It is agreed that Stayin shall have no liability to you or any third party if it is prevented from or delayed in performing its obligations or services or from carrying on its business by acts, events, omissions or accidents beyond Stayin's reasonable control, including but not limited to strikes, failure of a utility service or transport network, act of God, fire, flood, or storm, war, riot, civil commotion, malicious damage (including computer hacking), compliance with any law or governmental order, rule, regulation or direction ("force majeure event")

## Limit of Liability

Although great care is taken in compiling the Stayin websites, Stayin does not warrant the accuracy or completeness of any of the data or information appearing on the Stayin websites and/or in the Stayin service provided. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any agreement or contract you have with Stayin, save that nothing in these Terms and Conditions limits or excludes the liability of Stayin for death or personal injury, or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Stayin or from any such other liability which is unlawful to exclude or limit.

Subject to the provisions of the immediately preceding clause above: -

(a) in no event shall Stayin be liable for any loss of business, loss of profits or depletion of goodwill, or any indirect or consequential loss which arises out of or is in any way connected with an Stayin website being unavailable, and/or any breach by Stayin of any agreement or contract between Stayin and you; and

(b) Stayin's total liability (howsoever arising) shall in no event exceed, in the aggregate, the advertising fee and service charge for accessing the Stayin system and services paid by you with respect to which liability is found. For the avoidance of doubt the foregoing limitation of liability shall apply to both contract and negligence claims.

## Termination

Without prejudice to any other rights or remedies which Stayin may have, Stayin may terminate any agreement or contract it has with you, without liability to you, immediately on giving notice to you if:

(a) you are a company or other incorporated body and an order is made or a resolution is passed for your winding up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order; or

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(b) an order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator, or notice of intention to appoint an administrator is given by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(c) a receiver is appointed of any of your assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of you; or

(d) you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way; or

(e) you are an individual, and you have a bankruptcy order made against you or you make any arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.

(f) you are deemed to have acted unlawfully or unsocially in any way or breached these terms and conditions.

### Changes

Stayin reserve the right to make reasonable changes to the terms and conditions at any time during the contract. We will only do so when we have good reason. We will publish a notice on our website and provide a link from the main page. The changes will apply from the date shown in the notice. You should visit our website regularly to find out about any changes.

### Trade Marks

The trade marks, names, logos and service marks (collectively "trade marks") displayed on Stayin websites are registered and unregistered trade marks of Stayin. Nothing contained on this website should be construed as granting any licence or right to use any trade mark without the prior written permission of Stayin.

### External Links

External links may be provided for your convenience, but they are beyond the control of the Stayin and no representation is made as to their content. Use or reliance on any external links and the content therein provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the Stayin. Please contact us if you would like to link to this website or would like to request a link to your website.

### High Profile Reciprocal Link Scheme

For existing customers, Stayin offer a high profile reciprocal links scheme, whereby a highly visible link complete with bespoke link text, will be placed on your advert page linked directly to your own website, in exchange for a link back from your own website. The website linked to by Stayin must be relevant to the advert linked from, and you are required to ensure that the website remains operational at all times, or in the event of the website being unavailable, inform Stayin within 24 hours. The website link on your adverts contacts tab will be removed while ever the high profile enquiry form link is in place.

The high profile reciprocal link will be provided free of charge provided that:

1. You confirm that you have in operation on your website a 24 x 7 statistical referral monitoring tool which provides as a minimum monthly reports to you on which websites and pages your website receives click through referrals from.
2. You place a link back from a page on your website with a Google PR value greater than or equal to 1 to the relevant Stayin website using text/html coding provided by Stayin.

If at any time 1 and/or 2 above is in default, Stayin reserve the right to remove your outbound high profile link.

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