

PTARMIGAN LODGE WEBSITE TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR USE OF THIS SITE

1. AGREEMENT

1.1 These terms and conditions form a legally binding agreement between you (“you” or “your”) and the owners of Ptarmigan Lodge and nethy-bridge.co.uk, Gordon and Tinker Fraser, (“we”, “us” and “our”), that governs your use of this website (the “Site”). 1.2 By using the Site and/or our services (the “Services”), you confirm that you have read these terms and conditions and you agree to comply with them and with any variations made from time to time by us. You also agree that you have read and accepted our Privacy Policy.

1.3 You will be considered to have read and accepted these terms and conditions, including any changes, each time you use the Site. We reserve the right to change or modify these terms and conditions and/or the Services at any time without notice and at our discretion.

2. THE SERVICES

A. SERVICES AVAILABLE TO ALL VISITORS TO THE SITE

2.1 Please note that all of these terms and conditions apply to you, and you should be particularly aware of the clauses covering intellectual property, warranties and liability.

2.2 The Site provides Content relating to holiday rentals and short-stay rentals. In these terms and conditions, “Content” means information, data or material in electronic form, including without limitation text, data, code, images, graphics, statistics, videos, audio files, music, links, widgets, tools, calculators and software.

2.3 As a visitor, you will be able to browse the Site, search for availability dates and submit enquiry forms. Some of these functions will require you to enter additional personal information, such as your name, contact details and the capacity in which you are contacting us.

3. YOUR RIGHTS AND RESPONSIBILITIES

3.1 You must not duplicate (except where explicitly permitted to do so by these terms and conditions), sell or resell any part of the Services or access to or use of the Service, or any Content on the Site which does not belong to you.

3.2 We reserve the right to, but are not obliged to, monitor any Content uploaded, transmitted or received through our service. We may, at our sole discretion and without prior notice, at any time, for any reason, review, edit, remove, or otherwise block any Content entered or uploaded or submitted to the Site or sent via the Site by you, or prevent you from accessing or using the Site or any function of the Site, whether temporarily or permanently. We may immediately delete any Content or block emails from the Site which we consider to breach these terms and conditions or to be unacceptable for any reason. We may at any time stop providing the Services, or introduce limits or rules to your use of the Services, and such limits or rules may be modified without notice.

3.3 You agree not to use the Site in any way, or do anything in relation to the Site or Services, which:

3.3.1 breaches any applicable law or regulation;

3.3.2 breaches any copyright, trademark or other intellectual property rights, whether belonging to us or to any third party;

3.3.3 involves copying, downloading, publishing or distributing any Content for any purpose not authorised by these terms and conditions;

3.3.4 offers or uses any Content on the Site for sale, rental, public display or performance, except in accordance with these terms and conditions;

3.3.5 breaches or attempts to breach the security of the Site, whether intentionally or not (including but not limited to: modifying or attempting to modify any Content; unauthorised log-ins, unauthorised data access or deletion; interfering with the service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs

or engines; or testing security in any way);

3.3.6 involves any 'intelligent agent' software, spider, engine or other device to search or navigate the Site;

3.3.7 violates the privacy or other personal rights of adults or minors (including the disclosure of any contact information of any person without their written permission);

3.3.8 is unlawful, abusive, threatening, harassing, obscene, libellous, offensive, sexist, racist or discriminatory;

3.3.9 causes a nuisance, inconvenience or anxiety to any person;

3.3.10 impersonates another person, or misrepresents your title or connection with any person or entity;

3.3.11 deliberately or recklessly prejudices or risks prejudicing our reputation; or

3.3.12 is or appears to be promoting your own products or services or those of any third party (except with our express authorisation), or linking any web-site to the Site.

4. WARRANTIES AND LIABILITY

4.1 Our liability for matters in relation to which liability by law cannot be excluded or limited shall not be excluded or limited and the rest of this clause 4 shall be subject to this proviso.

4.2 We provide the Site and the Services on an 'as is' and 'as available' basis. All conditions, terms, representations and warranties that are not expressly stated in these terms and conditions, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.

4.3 We give no warranties, conditions, guarantees or representations in relation to the Site or Services:

4.3.1 as to the completeness or accuracy of any Content appearing on or sent or received from the Site or any website to which it is linked. If you rely on these details, you do so at your own risk;

4.3.2 of any particular result or outcome of using the Site or Service, or that either will meet your requirements; or

4.3.3 that the Site, the Services, and content on the Site or the server that makes it available are error- or virus-free or free of other harmful components or that your use of the Site will be uninterrupted, timely, secure, or error-free.

4.4 The Site may contain technical inaccuracies and typographical errors. The Content may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the content or Site up-to-date or liability for any failure to do so. In particular:

4.4.1 we accept no responsibility for any inaccuracies contained in any floor plan, description or photograph of any property which is displayed on or sent or downloaded from the Site. All details of all properties should be independently verified by you, bearing in mind your intended use of the property, as we are unable to guarantee the accuracy of any property-related information available on the Site. You should not rely on the accuracy of our floor plans, which are created by third parties and intended as a guide only, but should always carry out your own checks and verifications. Photographs are also intended to be used for guidance only and you should not take any decision in reliance on them;

4.4.2 the availability calendars on the Site for short-term or holiday lets may not always be up to date. Making an enquiry on the Site does not constitute a binding contract and we accept no liability for any consequences of your treating it as such;

4.4.3 in general and for the avoidance of doubt, no application, enquiry or form filled in and/or submitted via the Site shall form a binding contract nor impose any binding obligation on us. By way of example and without limitation, submitting an application for a holiday shall not create any contract between us nor any obligation on us to do or refrain from doing anything; and

4.4.4 articles written and published by us on the Site are expressions of opinion and/or are intended for guidance only. You should not rely on them as factual or accurate.

4.5 We exclude all liability for any loss, claim, expenses or damages whatsoever (including, without limitation, damages for loss of data or goodwill or other indirect, consequential or economic losses) directly or indirectly

arising out of the use or inability to use the Site or Services. In addition, we exclude all liability for any content or material appearing on or sent from the Site, including without limitation, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise made available via the Services. If you are dissatisfied with the Services or the Site or any content or materials on the Site, your sole remedy is to discontinue your use of the Site.

4.6 The Site contains content and information submitted and created by advertisers and other third parties. We are not responsible for either the content of the material provided by such advertisers or third parties or their compliance with voluntary or statutory codes or provisions. You agree not to hold us liable for any loss or damage of any kind incurred as the result of any such dealings.

5. INTELLECTUAL PROPERTY

5.1 The Site and all intellectual property belonging to or associated with Ptarmigan Lodge, including any trade mark or trade name, logos and software, and all Content on the Site is and remains at all times the property of Gordon and Tinker Fraser and/or is used under licence from its suppliers and is protected by law and you agree that you will not infringe any rights to such intellectual property in any way.

5.2 Except as expressly permitted by these terms and conditions, you may not copy, reproduce, redistribute, download, republish, pass off, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any Content in any way or on any medium (including other websites) without our prior written consent, nor do we grant any express or implied right to you under any of our trademarks, copyrights or other proprietary rights.

5.3 PHOTOGRAPHS AND FLOOR PLANS: Further and in addition to the rest of this clause, where we take photographs and/or produce floorplans of a property, we retain all rights in and to such photographs and floor plans. Unless we expressly authorise another use in writing, they are to be published or displayed only on the Site. We reserve the right to apply a charge of £500 per item for any unauthorised use of such photos or floorplans. Unauthorised use may include, but is not limited to, landlords or agents for the relevant property uploading such photograph(s) or floor plan(s) or derivations or slightly altered versions thereof, to any website other than the Site, or otherwise reproducing or publishing them without our express permission.

5.4 Our logo and any other image on the Site which bears our name are trademarks of ours. They may not be used without our prior written consent.

5.5 All information and Content submitted or sent by you to or via the Site whether to us or third parties must not infringe any third party's intellectual property or any other legal rights. You agree and warrant that you own or have permission from the owners to use any Content you upload or send in the manner and for the purposes that you upload or send it.

5.6 When you upload or send Content to or via the Site, you grant us a worldwide, royalty-free, sub-licensable, non-exclusive licence to reproduce, edit, transmit and publish the Content on the Site for the purposes of these terms and conditions, and, at our discretion, on third party websites carrying on related businesses.

6. DATA PROTECTION AND CONFIDENTIALITY

6.1 We are committed to protecting our Members' data and privacy. In providing the Services to you, we will need to use the personal information you provide about yourself. We will use your personal information in accordance with our Privacy Policy. You hereby agree that you have read and agree to the terms of our Privacy Policy.

6.2 Where you provide personal information about any person other than yourself, you agree and warrant that you have their consent to do so and for us to use their personal information for the purpose of fulfilling our obligations under these terms and conditions. You agree not to use the Site or Services in a way which breaches the Data Protection legislation.

6.3 You understand that we may store or disclose your personal information or Content uploaded or sent by

you if required to do so by law or if we believe that such storage or disclosure is reasonably necessary to comply with legal process; enforce these terms and conditions; investigate any claims of unlawful activity; or protect the rights, property, or personal safety of us, our users and the public.

6.4 You agree to use reasonable endeavours to keep confidential any information disclosed to us by the other party which is obviously or likely to be confidential. Except to the extent expressly permitted herein, neither party will disclose any confidential information to any third party, except where necessary to fulfil its obligations under these terms and conditions and only after ensuring that that person will comply with the obligation of confidentiality.

7. ADVERTISING AND THIRD-PARTY LINKS

7.1 In order to facilitate the provision of the Services, the Site may carry advertisements embedded in Site pages or communications including those sent by you via the Site. We will not accept liability for any contact, transaction or other dealings you engage in with such advertisers. We do not endorse such advertisers or their products or services, and you deal with them entirely at your own risk.

7.2 You may from time to time be provided with links to other websites through use of the Site. These are provided as a convenience to you. These sites are not controlled by us in any way and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

8. GENERAL

8.1 No partnership or agency: Nothing in these terms and conditions shall (a) be deemed to constitute a partnership in law between the parties, (b) constitute either party the agent of the other for any purpose, or (c) entitle either party to commit or bind the other (or any member of its respective group) in any manner.

8.2 Severability: If any provision or part of these terms and conditions is deemed to be illegal, unenforceable or invalid for any reason, it shall be deemed to have been struck out and the remaining parts or provisions shall survive and continue to be binding and enforceable.

8.3 No waiver: Any failure by us to enforce any provision of these terms and conditions at any time shall not be construed as a waiver of such provision and shall not affect our right to enforce such provision.

8.4 Jurisdiction: These terms and conditions are to be governed by and construed in accordance with Scots law and any dispute or question in connection with them will be subject to the exclusive jurisdiction of the courts of the Sheriffdom of Lothian and Borders.

9. RESTRICTIONS ON USE AND ALL TERMS AND CONDITIONS APPLY

9.1 These Additional Terms form part of the main Terms and Conditions of this Site and all restrictions contained in those Terms and Conditions apply to the information set out in the clauses above. Your attention is particularly drawn to clause 3 (Rights & Responsibilities), clause 4 (Warranties & Liability), clause 5 (Intellectual Property), and clause 6 (Confidentiality), and you are explicitly advised to read those clauses and bear in mind that they also apply to all the additional information and Content available to you pursuant to clause 9 above. We will not hesitate to immediately restrict or terminate use of the Site to individuals who breach any of these terms and conditions or infringe any of our rights, and reserve our rights to pursue to the fullest extent all remedies available to us in the event of any such breach or infringement, at our discretion and at such time as we see fit.