

## Booking Service – General Terms and Conditions

These Terms and Conditions (“Terms”) describe the permitted use of the accommodation search facility provided by Wells & Mendip Museum on the [www.wellssomerset.com](http://www.wellssomerset.com) Website and operated by eviivo Ltd on behalf of Wells & Mendip Museum under the URL [www.wellssomerset.com/cat1007\\_hotels\\_and\\_bandbs\\_in\\_wells.html](http://www.wellssomerset.com/cat1007_hotels_and_bandbs_in_wells.html).

### Definitions

“Booking(s)” refers to the reservation of accommodation services offered by an Establishment using the Booking Service.

“Booking Confirmation” refers to the notification issued by Us, or by eviivo on Our behalf, to confirm the Booking You have made with an Establishment

“Booking Service” refers to the accommodation search facility operated by eviivo on behalf of Wells & Mendip Museum, under the URL [www.wellssomerset.com/cat1007\\_hotels\\_and\\_bandbs\\_in\\_wells.html](http://www.wellssomerset.com/cat1007_hotels_and_bandbs_in_wells.html) as part of the [www.wellssomerset.com](http://www.wellssomerset.com) Website (or any successor page on the Website), which allows You to search for, book and pay for accommodation.

“Wells & Mendip Museum” shall mean Wells & Mendip Museum, a charity registered in England and Wales under the number 200738 and having its registered offices at 8 Cathedral Green, Wells, BA52UE.

“Communication Facility” refers to any bulletin boards, chat rooms or other messaging or communication facilities (if any) that may from time to time be contained in the Booking Service.

“Establishment” refers to an accommodation provider included in the accommodation search facility.

“Intellectual Property Rights” refers to all patents, copyright, database rights, design rights, moral rights, registered designs, trademarks or service marks, trade names, or know-how (whether registered or not and including any applications or rights to apply for registration) and all rights or forms of protection of a similar nature whether subsisting now or at any time in the future anywhere in the world.

“Licence Agreement” refers to any end user licence agreement which may accompany the Software.

“Software” refers to any software that may be made available to download or use via the Website.

“Terms” refers to the Terms and Conditions as described herein and as amended by Us from time to time.

“You” refers to you, a user of the [www.wellssomerset.com](http://www.wellssomerset.com) website and a user of the accommodation search facility operated by eviivo on behalf of Wells & Mendip Museum.

“Your Content” refers to ratings, reviews, comments, photographs or other information and material, including Your name, town and country, which You submit to Us when submitting a guest review.

“We” (and related expressions like “us” and “our” and “ours” and “ourselves”) refers to Wells & Mendip Museum and eviivo as the operator of the Booking Service.

“eviivo” refers to eviivo Limited, a company registered in England and Wales under the number 05002392 and having its registered offices at 154 Pentonville Road, London, N1 9JE. eviivo’s VAT number is 877374571. eviivo is a business partner of Wells & Mendip Museum and operates the Booking Service on behalf of Wells & Mendip Museum, including the processing of online payments for bookings made via the Booking Service.

“Website” refers to the website operated by Wells & Mendip Museum at [www.wellssomerset.com](http://www.wellssomerset.com), including the Booking Service operated by eviivo.

## **1. Intellectual Property Rights**

**1.1** All Intellectual Property Rights and goodwill in or relating to the contents of the Website belong to Ourselves or to Our business partners and Our suppliers. All Intellectual Property Rights and goodwill in or relating to the contents of the Booking Service belong to eviivo or eviivo’s business partners and eviivo’s suppliers. All Intellectual Property Rights are protected by law and You may not copy, republish or otherwise use the content of the Booking Service search, save as provided in these Terms.

## **2. The Booking Service**

**2.1** By using the Booking Service You agree to be bound by these Terms and enter into a binding agreement with Us on the basis of these Terms.

**2.2** We, or Our suppliers or business partners may update or otherwise change the contents of the Website and the Booking Service at any time and without notice to You. It is Your responsibility to ensure You are aware of any changes We may make from time to time.

**2.3** In addition to these Terms further specific terms and conditions will apply to any booking You make with an Establishment via the Booking Service. When You make a booking via the Booking Service, Your Booking will be made directly with the Establishment but any online payment against such Booking, whether full or partial, will be processed by eviivo (on behalf of the Establishment and Wells & Mendip Museum) as the merchant of record.

**2.4** The terms and conditions applicable to any Bookings made via the Booking Service are further detailed in Our Booking Terms, as amended from time to time and published on <http://partners.eviivo.com/wells/Terms-and-Conditions/#booking>.

## **3. Use of the Booking Service**

**3.1** You are responsible for Your use of the Booking Service, including where You allow others to use Your password or to access Your computer.

**3.2** You may download to a local hard disk and/or print extracts from the information provided via the Booking Service solely for Your own personal and non-commercial use.

**3.5** You may not use the Booking Service for any illegal or unlawful purpose.

**3.6** You may use the "Contact Us" section only to send messages and material that are appropriate and related to the particular Communication Facility.

**3.7** Any use of any Communication Facility made available via the Website must be responsible, reasonable and not excessive and in particular, without limitation, you shall not do any of the following:

**(a)** commit an offence or use the Communication Facility for illegal purposes or to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others; **(b)** publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information; **(c)** upload files that contain software or other material protected by Intellectual Property Rights (or by rights of confidentiality or privacy) unless you own or control the rights in question or have received all necessary consents in writing; **(d)** upload files that contain viruses, corrupted files, inappropriate data or code or any other similar software or programs or use the Communication Facility in any manner that may damage the operation of Our or another's computer, systems, websites or general operations or to unlawfully obtain access to any of them; **(e)** upload files which contain an active hypertext link to another website; **(f)** delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; **(g)** falsify the origin or source of software or other material contained in a file that is uploaded; **(h)** advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters; **(i)** download any file posted by another user of a Communication Facility that you know, or reasonably should know, cannot be legally distributed in such manner.

**3.8** We shall be entitled at any time to delete, remove or suspend the whole or any part of any Communication Facility or any information posted upon them by You or others without incurring any liability.

**3.9** You may not alter or delete any copyright or proprietary notice that the Website or the Booking Service may contain.

#### **4. Use of the Software**

**4.1** Your use of any of the Software is governed by the terms of the Licence Agreement, if any, which accompanies that Software.

**4.2** If any of the Software is not accompanied by a Licence Agreement, to the extent that We are legally entitled to do so, We hereby grant to You a personal, non-transferable licence to use that Software solely as required for viewing and otherwise using the Website and Booking Service in accordance with these Terms.

**4.3** All Intellectual Property Rights and goodwill in the Software belongs to Us or to Our suppliers or Our business partners and You agree not to use the Software in any manner which may infringe those rights.

#### **5. Limitation of Liability and Disclaimers**

**5.1** We use commercially reasonable efforts to ensure that the information displayed on the Website and via the Booking Service is accurate and helpful at all times. However, We cannot guarantee the

accuracy of that information and cannot be held liable for any reason whatsoever for any use of such information by You or Your reliance on it except as specifically agreed with Us in writing.

**5.2** Any link (be it a hypertext link or other referral device) used on the Website is provided solely for Your use and convenience. Such links do not represent an endorsement or recommendation by Us or by eviivo and do not mean that We or eviivo have any association with the linked website. We are not therefore responsible for the content of any websites that offer information via our Website or via the Booking Service or for the consequences of Your entering into any contract(s) with their owners and We do not accept any liability for any loss, damage, expense, costs or liability incurred by You as a result.

**5.3** Advertising and/or sponsorship may be included on the Website or presented to You via the Booking Service. Any such advertisement and/or sponsorship displayed on the Website do not represent an endorsement or recommendation by Us or by eviivo. We are not responsible for any error or inaccuracy in advertising or in the sponsorship material.

**5.4** Wells & Mendip Museum will not be liable for any loss, damage, expense, costs, delays or other liability which You may incur as a result of any event beyond Our reasonable control (including without limitation the provision of the service by any Establishment with whom You make a booking on the Website or any failure of transmission, communication, computer or other facilities or Your inability to access the Website for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium). We do not guarantee that the Website will be a continuous service or error free or that any defect will be correctable.

**5.5** eviivo will not be liable for any loss, damage, expense, costs, delays or other liability which You may incur as a result of any event beyond eviivo's reasonable control (including without limitation the provision of the service by any Establishment with whom You make a booking via the Booking Service or any failure of transmission, communication, computer or other facilities or Your inability to access the Booking Service for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium). eviivo do not guarantee that the Booking Service will be a continuous service or error free or that any defect will be correctable.

**5.6 Neither Wells & Mendip Museum, nor eviivo, provide accommodation services to You. Neither Wells & Mendip Museum, nor eviivo make any recommendations or provide any assurances as to the quality or suitability of the accommodation displayed on Our Website or booked via the Booking Service. Should You have any concerns in relation to a Booking made via the Booking Service with an Establishment listed on our Website, including but not limited to, any aspects of the Establishment's operation, hygiene, health and safety practice or services, You should address these with the Establishment directly, or contact the relevant regulatory authority. Neither Wells & Mendip Museum, nor eviivo, nor their business partners and suppliers shall be liable to You for any failure by the Establishment with respect to any aspect of the provision of accommodation and other accommodation related service, including but not limited to the Establishment's failure to adhere to ANY relevant laws, including those with respect to health and safety.**

**5.7** In no circumstances (even where We are found to have been negligent and You have warned Us of the likelihood of such damages occurring) shall We be liable for indirect or special damages of any kind, including but not limited to, financial losses such as loss of profit or business opportunity, or loss of information of any kind, including data. Subject to 5.10, Our total liability to You is limited to the price of any Booking You make via the Booking Service with an Establishment, or, if the price of the Booking cannot be determined, to a maximum amount of £500.

**5.8 The content of the Website and any information provided to You via the Booking Service does not constitute advice and should not be relied upon in making, or refraining from making, any decision.**

**5.9** We use commercially reasonable efforts to check for the most commonly known viruses, but We do not confirm that the Website, any e-mails or attachments are virus free and cannot accept any liability in this regard. We therefore recommend You carry out Your own virus checks.

**5.10** Nothing within these Terms operates so as to restrict Our liability for death or personal injury arising from Our negligence or that of Our employees or sub-contractors or, if You are a consumer, affects Your statutory rights with respect to the services we provide to You, as defined herein and on Our Website.

**5.11** If You use the Website in breach of these Terms You must reimburse Us for any loss and/or damage caused to Us by Your misuse of the Website.

## **6. General Notices**

**6.1** We reserve the right to change these Terms at any time. Any such change will be effective once reflected in the text of these Terms and published on this Web page. You should check these Terms periodically to ensure that You are aware of and complying with the current version. These terms were last updated on 1<sup>st</sup> April 2015.

**6.2** These Terms and Our agreement with You under them shall be governed by English Law, and You and We agree to submit to the non-exclusive jurisdiction of the English courts for the determination of any dispute between Us.

**6.3** The headings in these Terms shall not affect their interpretation.

**6.4** If any Term shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such Term or part shall to that extent be deemed not to form part of Our agreement with You but the validity and enforceability of the remainder of that agreement shall not be affected.

**6.5** You may not assign, sub-licence or otherwise transfer any of Your rights under these Terms.

## **7. Data Protection**

**7.1** We take the protection of any personal information You supply to Us seriously. The terms and conditions which will apply to the treatment of Your personal information are detailed in Our Privacy Policy published at <http://partners.eviivo.com/wells/Terms-and-Conditions/#privacy>.

## Privacy Policy

This Privacy Policy (“Privacy Policy”) describes the treatment of any personal data provided to or collected by Us during Your use of the Booking Service provided on the [www.wellssomerset.com](http://www.wellssomerset.com) Website and operated by eviivo Limited on behalf of Wells & Mendip Museum under the URL [www.wellssomerset.com/cat1007\\_hotels\\_and\\_bandbs\\_in\\_wells.html](http://www.wellssomerset.com/cat1007_hotels_and_bandbs_in_wells.html).

### Definitions

The definitions published in the Booking Service Terms and Conditions at <http://partners.eviivo.com/wells/Terms-and-Conditions/#general> also apply to this Privacy Policy.

### 1. Your Consent

**1.1** By using Our Website, including Your use of the Booking Service operated by eviivo, and providing personal details You consent to the collection, use and retention of Your personal information by Us and by eviivo for legitimate business purposes as explained and set out in this Privacy Policy.

### 2. Collection, Use & Retention of Information

**2.1** When We collect, use and retain information about You via the Website and the Booking Service, we do so to the extent only that is reasonably required to conduct Our business effectively.

**2.2** The information collected by Us, and by eviivo on Our behalf, varies depending on the service You request from Us. For example, when You use the Booking Service to book accommodation, We may collect personal details such as Your name, address, accommodation details, credit/debit card number and expiry date, billing details and telephone numbers. This information may be collected from third parties including any third party accommodation provider that You selected via the Booking Service and placed Your Booking with, or other people who collect information on Our behalf such as regional and local tourism organisations. We may also collect information directly from You when You speak to Us over the telephone or send Us correspondence or submit an accommodation review. Finally, We undertake market research, or have third parties undertake it on Our behalf and collect information in that way.

**2.3** We use information to complete transactions on Your behalf and to ensure that We can efficiently manage and track transactions that are processed through Our system. We also use information to monitor Our system efficiency and usage, and to test and develop enhancements and changes to the way We do business or enhance our systems. With respect to the Booking Service, Your credit/debit card details are collected by eviivo on Our behalf when You pay for the Booking for the sole purpose of processing the Booking transaction You have requested and these details are not stored or used in any other way by Us or eviivo.

**2.4** The information that We collect may be transferred to and stored at a destination outside the European Economic Area (EEA) and may also be processed by staff operating outside the EEA who work for Us or for eviivo or for one of Our suppliers or contractors, in order to process or manage Booking transactions using the Booking Service. This includes eviivo’s affiliate company in Tunisia.

**2.5** The Website may contain links to other sites including the web pages of third party accommodation providers with whom You can book accommodation. Although this Privacy Policy applies to information about You that is provided to Us by those third parties, We are not responsible for the privacy policies of these third party accommodation providers and we shall not be liable for their policies.

### **3. Protection of information**

**3.1** We maintain appropriate security standards and procedures in relation to the collection, use and retention of Your information in order to prevent unauthorised access or disclosure. Should You contact Wells & Mendip Museum or eviivo, Our security procedures mean that either Wells & Mendip Museum or eviivo may request proof of identity before either party is able to disclose any information to You.

### **4. Disclosure to Third Parties**

**4.1** Information is shared with Our group companies, contractors, data processing companies including operators of global distribution systems and payment clearing houses, bank and professional advisers. We share only the information necessary to deliver any supply of products and/or services by Us to You or in order to ensure the successful completion of a transaction processed through Our system or for related purposes. We may also disclose Your information when necessary to protect against fraud or any other crime (usually by providing such information to a reputable information reporting organisation) or in the event that We sell Our business then to the purchaser of that business.

**4.2** We may in addition from time to time share non-personal, non-individual information in aggregate form with third parties for business purposes, for example We may tell Our business partners including regional and local tourism organisations and commercial distributors the number of customers in certain demographic groups who purchased accommodation using Our system. This does not involve the disclosure of any personal information which can identify any particular customer in any way.

**4.3** We may disclose Your personal information at any time where necessary to comply with any legal obligation or requirement, such as to comply with an order of the court.

### **5. Online Guest Reviews**

**5.1** The terms and conditions which will apply to any online guest reviews that You submit are detailed in Our Guest Review Terms published at <http://partners.eviivo.com/wells/Terms-and-Conditions/#reviews>.

### **6. Employee Access to Information**

**6.1** Your information is disclosed to Our employees, agents and representatives on "a need to know" basis and We confirm that all such persons understand the importance of client confidentiality and privacy. The information you provide when you use the Booking Service is also disclosed to eviivo's employees, agents and representatives and eviivo may use this information in order to contact you in order to perform the fulfilment or payment of any Bookings made by You via the Booking Service.

## **7. Updating, Maintenance and Accuracy of Your Information**

**7.1** We endeavour to ensure that all information held relating to You is kept up-to-date, accurate and complete.

**7.2** Data populated by You (including Your personal details entered in any fields) is Your sole responsibility and any changes to any aspect of Your personal data should be updated directly by You.

**7.3** If You have any questions or comments about Our Privacy Policy, please contact Us on [visitwellsinfo@gmail.com](mailto:visitwellsinfo@gmail.com) and We will endeavour to respond as soon as possible.

**7.4** All of eviivo's processes and data storage methods have been approved by the Information Commissioner's Office (<https://ico.org.uk>) and eviivo's registration number is Z1431368.

## **8. Cookies and Other Non-Personal Information**

**8.1** When You visit the Website, We may automatically collect non-personal information about You, such as the type of internet browser You use, the website from which You have come to the Website and Your IP address (the unique address which identifies Your computer on the internet) which is automatically recognised by Our web server. You cannot be identified from this information and it is only used to assist Us in providing an effective service on the Website and to collect broad demographic information for aggregate use.

**8.2** The Website uses cookies to store certain information. Cookies are tiny files placed onto the hard drive of Your computer when You register or subscribe at Our Website that enable Our server to recognize who You are each time You return. We may make limited use of cookies to deliver content specific to Your interests, retain Your personal preferences or hold session information. You can erase or block cookies from Your computer if You want to (Your help screen or manual should tell You how to do this) but certain services may not work correctly or at all if You set Your browser not to accept cookies.

**8.3** We may use third-party advertising companies to serve ads on Our behalf. These companies may employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness. Any information that these third parties collect via cookies and action tags is completely anonymous. If You would like more information about this practice and Your choices, please visit the Network Advertising Initiative website (<http://www.networkadvertising.org>).

## **9. Complaints procedure**

**9.1** If You wish to make a complaint about Our services or any associated matter, You may contact Us by email, letter or fax. We do require that complaints be made in writing by email, fax or post. Wherever possible, complaints will be dealt with promptly, and You will receive a response within 30 working days.

**9.2** If You are dissatisfied with the outcome of Your complaint, You may choose to escalate the complaint internally by contacting Our Customer Services team at [visitwellsinfo@gmail.com](mailto:visitwellsinfo@gmail.com) or in writing at Wells & Mendip Museum, 8 Cathedral Green, Wells, BA52UE. A response to an escalated complaint will be made within a further 30 working days.



**9.3** You may also contact eviivo at [info@eviivo.com](mailto:info@eviivo.com) or in writing at eviivo Ltd, The Grimaldi Building, 154 Pentonville Road, London N1 9JE.

## **Guest Review Terms**

These Guest Review Terms ("Guest Review Terms") describe the submission and use of any guest review information submitted after the booking of accommodation, using the Booking Service operated by eviivo on behalf of Wells & Mendip Museum on the [www.wellssomerset.com](http://www.wellssomerset.com) website under the URL [www.wellssomerset.com/cat1007\\_hotels\\_and\\_bandbs\\_in\\_wells.html](http://www.wellssomerset.com/cat1007_hotels_and_bandbs_in_wells.html).

By submitting Your response, You accept and agree to be bound by these Guest Review Terms.

### **1. Eligibility**

**1.1** Any Guest Review questionnaire must be completed by the person (or party) who stayed in and booked the accommodation. Only one questionnaire should be completed per stay.

**1.2** You must not submit Your response to the questionnaire if You:-

(a) did not stay in the accommodation; (b) are less than 18 years old; or (c) have a personal or business connection to the accommodation provider or any of its staff.

**1.3** You must not forward the questionnaire to someone else, allow anyone else to complete the questionnaire or impersonate or try to impersonate another person.

### **2. Right to Use Your Content**

**2.1** We may publish, check, edit or remove all or part of the ratings, reviews, comments, photographs or other information and material, including your name, town and country, which you submit to us ('Your Content'), at Our sole discretion. We do not check, monitor or moderate any user ratings, comments or reviews You submit to Us, nor do We check their exact origin, and Your Content may be automatically uploaded to the site.

**2.2** You retain any copyright You may have in Your Content. By submitting material to Us, You grant us a royalty-free, perpetual, irrevocable, non-exclusive worldwide licence to use, copy, edit, adapt, publish, translate, create adaptations from, make available, communicate and distribute Your Content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. By submitting Your Content, You warrant that You have the right to grant this licence. The licence is capable of sub-license by Us for example to the Establishment in question, to Our booking partners and to other public or private entities with whom We have dealings.

**2.3** To the extent permitted by law, You waive Your moral rights (e.g. the right to be identified as author or to object to derogatory treatment) in Your Content. As a result We can:

- a) Continue to publish all or part of Your Content, including Your comments, ratings, photographs, name, town and country, even if You change Your mind and want Us to remove it;
- b) Remove Your Content, even if You have not breached these Guest Review Terms;

- c) Use all or part of Your Content in promoting Our products and services (e.g. We may use Your Content in Our advertising and other publications);
- d) Edit Your Content, which may result in a part of it being modified and displayed, including without Your name.

**2.4** Your user review may appear on the website of the Establishment in question and on relevant third party accommodation booking and information websites.

### **3. Submission of Your Content**

**3.1** You must give Your honest opinion about the accommodation based on Your experience of Your stay or any communications You might have had with the accommodation provider before Your stay in preparation for Your stay.

**3.2** Once Your review is online, anyone with internet access can read it. Please make sure Your comments are clear to ensure that they are not misunderstood. Do not forget that You are legally responsible for what You submit. Please consider how Your comments could be received by others as well as any lawful regulations concerning abuse, defamation and racial hatred etc. Many different types of people of different ages may view Your comments.

**3.3** Please be polite. Do not use swear words or crude or sexual language. Only English is allowed on this Website. Keep Your submissions relevant. Do not insult other contributions or discuss the non-appearance or removal of any content. Comments should be respectful of people's privacy

**3.4** You must not submit any material that is:

- a) (i) libellous, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing or racist; (ii) a breach of confidentiality or someone's privacy (for example, You must not submit the telephone number, email address or other contact details of any person), (iii) indecent, obscene or of a sexual nature;
- b) is likely to: (i) cause alarm or distress; (ii) encourage violence or racial or religious hatred;
- c) infringes any intellectual property rights, such as copyright and trade marks. You must own the rights in everything You submit (e.g. photos and comments) or must obtain permission from the rights owner to submit the material;
- d) advertises any product or services or is for any other commercial purpose;
- e) impersonates anyone else or otherwise misrepresents Your identity, affiliation or status;
- f) could prejudice any active legal proceedings of which You are aware;
- g) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, corrupted data or other malicious or harmful software, data, components or conduct);
- h) is in breach of these Guest Review Terms, Booking Terms & Conditions or Privacy Policy;
- i) is, encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful;
- j) includes links to any websites or webpages.

**3.5** You must not try to circumvent any protections We put in place for the security and operation of the questionnaire or Our booking or review processes.

**3.6** You must not re-submit content which You are aware has been removed.

## 4. Your Personal Information

4.1 The terms and conditions which will apply to any personal information You submit are detailed in Our Privacy Policy published at <http://partners.eviivo.com/wells/Terms-and-Conditions/#privacy>.

## Booking Terms

These Booking Terms ('Booking Terms') are between Wells & Mendip Museum ('We', 'Us', 'Our') and the person or legal entity making the Booking ('You/Your'). These Booking Terms are for the provision of Booking(s) by the Establishment You have selected via the Booking Service operated by eviivo Limited on behalf of Wells & Mendip Museum on the [www.wellsomerset.com](http://www.wellsomerset.com) Website, and as set out in the 'Reservation confirmed with' section of Your Booking Confirmation . These Booking Terms are governed by English law and apply to all Bookings. By making a Booking You are deemed to accept and be bound by these Booking Terms.

eviivo operates the Booking Service and processes all online payments made via the Booking Service on behalf of Wells & Mendip Museum. Therefore, when Your payment appears on Your card statement, eviivo Limited may be displayed as the merchant of record.

### 1. Bookings

- 1.1 Our services to You are to take Your Booking and payment and to make the arrangements with the Establishment You have selected. We are **not** in a position to ensure that the Establishment You have selected via the Booking Service meets Your expectations or performs its services properly or at all.
- 1.2 Although You make a Booking through Us and have a contract with Us, because the Establishment is responsible for the day to day provision of the services to You under that Booking, **all complaints (other than those related to payments made by You to Us or refunds that may be payable by Us to You) should be directed to the Establishment in the first instance.**
- 1.3 Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. We will accept a reservation when We have confirmed Your reservation and received payment of (i) full payment of the total price; or (ii) payment of a deposit equivalent to the first night or 5% of the total price; or (iii) any other amount We have specified at the time of Your booking.
- 1.4 Where a deposit or any other amount that is less than the total value of the stay is paid via the Booking Service, the balance of the cost of Your stay will be paid by You directly to the Establishment, on either check-in or check-out or at an earlier date if so requested by direct communication between You and the Establishment.
- 1.5 You must be able to enter into a legally binding contract and be over 18 years of age to make a Booking.

1.6 Bookings must be paid for using a valid credit or debit card or via PayPal or any other payment type specified.

1.7 When Your Booking is confirmed, a reservation number is given. This number must be retained for access to Your Booking details if cancellation or amendment is necessary. You will need to quote this reservation number when contacting the Establishment.

## **2. Prices**

2.1 All prices include VAT where applicable at the current rate.

2.2 On the rare occasion that an error in pricing occurs and the Establishment does not accept Your reservation, even after We have issued a Booking Confirmation, We will notify You as soon as We reasonably can and refund the amount paid in full without any liability for the error or omission. Such a refund shall be processed by eviivo on our behalf. You agree that We will be the sole arbiter of any pricing discrepancy and We will provide written evidence of any obvious pricing errors to You in support of Our decision. This clause is strictly limited to pricing errors caused by Us and excludes any scenario where the Establishment has inadvertently advertised erroneous prices online.

2.3 You agree that neither We nor the Establishment will be liable for any additional or consequential expenses You may incur as a result of the error or omission.

2.4 Prices are per room per night (unless otherwise and explicitly specified via the Booking Service and on Your Booking Confirmation).

2.5 If You have selected booking extras these will be added to the total price of Your Booking. Prices do not include other costs You may choose to incur during Your stay (unless otherwise stated).

2.6 Prices quoted are correct (unless a pricing error occurs) only for the specific number of guests, dates, nights and rooms shown.

## **3. Availability**

3.1 In the rare case that the Establishment is unable to accommodate You as per Your Booking, You will be offered alternate accommodation by the Establishment and if there is a difference in the Price, You will be liable for the price differential. If the differential is less than the original value of Your Booking a refund of the difference will be made to You. If the differential is more than the original value of your booking it is the responsibility of the Establishment to procure You with alternative accommodation at no additional cost.

3.2 Arrival and departure and check-in and check-out times are as specified on Your Booking Confirmation. Should You wish to check-in outside of the times specified You must confirm this directly with the Establishment. In the event that You attempt to check-in outside of the stated time without prior arrangement, or fail to check-in at all, the Establishment may cancel the entire booking and retain any amount it is entitled to retain as stated in the Establishment's cancellation policy section of Your Booking Confirmation.

## **4 Payment**

4.1 The total amount payable to confirm Your Booking is quoted in Your Booking Confirmation and will be charged to Your credit or debit card or PayPal account or any other payment type offered at the time of Booking. Your card statement will display eviivo Limited as the merchant of record.

4.2 All additional goods and services purchased during Your stay must be paid in full directly with the Establishment.

## **5. Liability**

5.1 Other than for death or personal injury caused by Our negligence or fraudulent misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstances will We be responsible for any indirect or special damages.

5.2 Although We take care in Our selection of Establishments, We do not have any control over them, nor do We carry out any form of inspection of these Establishments, and therefore We are not responsible for what they do or do not do, but where We can We will try to ensure You have the benefit of the contractual commitments the Establishment makes to Us in relation to Your Booking.

5.3 Should You have any concerns relating to the Establishment's operation, hygiene, health and safety practices or services, You should address these with the Establishment directly, or contact the relevant regulatory authority. If You would like to check the specific conditions of stay relating to the Establishment, You should address these with the Establishment directly.

5.4 We will not be liable to You where We have exercised reasonable care and skill in Our provision of the platform and the placement of requirements on the relevant Establishment's delivery of services to You.

5.5 We will not be liable for failure to perform to the extent that the failure is caused by any factor beyond Our reasonable control, including the provision of the service by the Establishment.

5.6 You are responsible for any damage or loss caused to the Establishment, including any damage to their property by Your act, omission, default or neglect and You agree to indemnify Us and the Establishment and You agree to pay Us or the Establishment on demand the amount reasonably required to make good or remedy any such damage or loss.

5.7 We reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behaviour that causes a disturbance or nuisance to other guests at the Establishment.

## **6. Data protection**

6.1 We take the protection of any personal information You supply to Us seriously. The terms and conditions which apply to the treatment of Your personal information are detailed in Our Privacy Policy published at <http://partners.eviivo.com/wells/Terms-and-Conditions/#privacy>.