

# Website terms and conditions of use

**Edinburgh Room Rentals Ltd. Trading as City Room Rentals** 

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### 1 About our terms and conditions

- 1.1 These terms of use explain how you may use this website (the "Site").
- 1.2 References in these terms and conditions to the Site includes the following websites: <a href="https://www.cityroomrentals.co.uk/">https://www.cityroomrentals.co.uk/</a>, and all associated web pages.
- 1.3 You should read these terms and conditions carefully before using the Site.
- 1.4 By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these terms and conditions and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these terms and conditions, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
  - 1.6.1 e-mail: bookings@cityroomrentals.co.uk Monday to Saturday: 9am to 6pm, or
  - 1.6.2 telephone 0131 2100050 Monday to Saturday: 9am to 6pm

#### 1.7 Definitions

"Content" means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

"Unwanted Submission" has the meaning given to it in clause 4.1;

"Website privacy and cookie policy" means the policy which governs how we process any personal data collected from you;

"We, us or our" means Edinburgh Room Rentals Ltd. Trading as City Room Rentals, a company incorporated in Scotland with registered number SC484754 and having its registered office at 7-11 Melville Street, Edinburgh, EH3 7PE.; and

"You or your" means the person accessing or using the Site or its Content.

- 1.8 We are regulated by the Registrar of Companies.
- 1.9 Your use of the Site means that you must also comply with our Website privacy and cookie policy.

#### 2 Using the Site

- 2.1 The Site is for your personal and lawful use only.
- 2.2 You agree that you are solely responsible for:
  - 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
  - 2.2.2 keeping your password and other account details confidential
- 2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at <a href="mailto:bookings@cityroomrentals.co.uk">bookings@cityroomrentals.co.uk</a>.

2.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Website terms and conditions, any terms or policies to which they refer or any applicable law.

#### 3 Ownership, use and intellectual property rights

- 3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as case may be). Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these terms and conditions. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 3.2 Nothing in these terms and conditions grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 3.3 Trademarks: The use of any trade marks on the Site is strictly prohibited unless you have our prior or the relevant third party owner's written permission.

#### 4 Submitting information to the Site

- While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable ("Unwanted Submissions"). While we value your feedback, you agree not to submit any Unwanted Submissions.
- 4.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

## 5 Accuracy of information and availability of the Site

- 5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 5.2 We may suspend or terminate operation of the Site at any time as we see fit.
- Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

## 6 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

### 7 Viruses and hacking

- 7.1 We make every effort to check the Content but you must take your own steps to ensure that your access of the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference, which may damage the computer or other device you use to access our Site.
- 7.2 You must not misuse the Site by intentionally introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- 7.3 You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

### 8 Limitation on our liability

- 8.1 Except for any legal responsibility that we cannot exclude in law (such as for death, personal injury or fraudulent misrepresentation), we are not legally responsible for any:
  - 8.1.1 losses that:
    - 8.1.1.1 were not foreseeable to you and us when this contract was formed;
    - 8.1.1.2 that were not caused by any breach on our part;
  - 8.1.2 business losses; and
  - 8.1.3 losses to non-consumers.

### 9 Events beyond our control

We shall have no liability to you for any breach of these terms and conditions caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## 10 Rights of third parties

No one other than a party to these terms and conditions has any right to enforce any of these terms and conditions.

#### 11 Variation

These terms and conditions are dated 21st May 2018. No changes to these terms and conditions are valid or have any effect unless agreed by us in writing. We reserve the right to vary these terms and conditions from time to time. Our new terms and conditions will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation to these terms and conditions made by us. It is your responsibility to check these terms and conditions from time to time to verify such variations.

## 12 Disputes

- 12.1 We will try to resolve any disputes with you quickly and efficiently.
- 12.2 If you are unhappy with us under these terms and conditions please contact us as soon as possible. We will do what we can to alleviate your concerns.
- 12.3 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract
- 12.4 Relevant United Kingdom law will apply to this contract

## **Changes to this policy**

This policy was last updated on 20 May 2018.