

LAVENDER HILL HOLIDAYS LIMITED
WEBSITE TERMS AND CONDITIONS OF USE

1. About our terms

- 1.1. These terms and conditions of use (“**Terms**”) explain how you may use this website and any of its content (“**Website**”). These Terms apply between **Lavender Hill Holidays Limited** (“we”, “us” or “our”) and the person accessing or using the Website (“you” or “your”).
- 1.2. You should read these Terms carefully before using the Website. By using the Website or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Website immediately.
- 1.3. These Terms apply to any parts of the Website, its functionality and Content provided to you free of charge for information purposes only.
- 1.4. If you order any services from the Website separate terms and conditions will apply. Please see our [Booking Terms and Conditions](#).
- 1.5. If you would like these Terms in another format (for example: audio, large print, braille), please contact us using the contact details set out below.

2. About us

- 2.1. We are **Lavender Hill Holidays Limited** a company registered in England and Wales under company registration number (07207461). Our registered office is at Goodwood House, Blackbrook Park Avenue, Taunton, Somerset, United Kingdom, TA1 2PX. Our VAT registration number is (760 3670 36.)
- 2.2. If you have any questions about the Website, please contact us by:
 - 2.2.1. sending an email to: info@lavenderhillholidays.co.uk
 - 2.2.2. filling out and submitting the online enquiry form available here [\[insert link\]](#), or
 - 2.2.3. calling us on 01984 656622 (Monday to Saturday: 8am to 8 pm).

3. Using the Website

- 3.1. The Website is for your personal and non-commercial use only.
- 3.2. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Website.
- 3.3. We make no promise that the Website is appropriate or available for use in locations outside of the UK. If you choose to access the Website from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.4. We try to make the Website as accessible as possible. If you have any difficulties using the Website, please contact us using the contact details at the top of this page.
- 3.5. As a condition of your use of the Website, you agree not to use the Website:

- 3.5.1. for any purpose that is unlawful under any applicable law or prohibited by these Terms;
 - 3.5.2. to commit any act of fraud;
 - 3.5.3. to distribute viruses or malware or other similar harmful software code;
 - 3.5.4. for purposes of promoting unsolicited advertising or sending spam;
 - 3.5.5. to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 3.5.6. in any manner that disrupts the operation of our Website or business or the website or business of any other entity;
 - 3.5.7. in any manner that harms minors;
 - 3.5.8. to promote any unlawful activity;
 - 3.5.9. to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
 - 3.5.10. to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
 - 3.5.11. to attempt to circumvent password or user authentication methods.
- 3.6. We may prevent or suspend your access to the Website if you do not comply with these Terms or any applicable law.

4. Registration and password security

- 4.1. Use of the Website may require registration, particularly in order to access restricted areas of the Website such as our "guest area" where you can view and manage your bookings once you have placed a booking.
- 4.2. We are not obliged to permit anyone to register with the Website and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3. You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4. If we have reason to believe there is likely to be a breach of security or misuse of the Website through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5. Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy available [here](#).

5. Infringing content

- 5.1. We will use reasonable efforts to:
 - 5.1.1. delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
 - 5.1.2. identify and remove any content, including but not limited to, any Content that is inappropriate, defamatory, infringes intellectual property rights,when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

- 5.2. If you believe that any Content which is distributed or published by the Website is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

6. Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy which is available [here](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

7. Ownership, use and intellectual property rights

- 7.1. The intellectual property rights in the Website and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Website (“**Content**”) are owned by us and our licensors.
- 7.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 7.3. Nothing in these Terms grants you any legal rights in the Website or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Website or the Content (including, but not limited to, any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Website or the Content.
- 7.4. Trade marks: We occasionally display third party awards and logos on the Website to promote other businesses that we advertise with. Other trade marks and trade names may also be used on the Website or in the Content. Use of third party trade marks on the Website or in the Content is strictly prohibited.

8. Submitting information to the Website

- 8.1. While we try to make sure that the Website is secure, we do not actively monitor or check whether information supplied to us through the Website is confidential, commercially sensitive or valuable.
- 8.2. Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Website will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

9. Accuracy of information and availability of the Website

- 9.1. We try to make sure that the Website is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.
- 9.2. We may suspend or terminate access or operation of the Website at any time as we see fit.

- 9.3. 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, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Website and its Content.
- 9.4. While we try to make sure that the Website is available for your use, we do not promise that the Website will be available at all times or that your use of the Website will be uninterrupted.

10. Hyperlinks and third party Websites

The Website may contain hyperlinks or references to third party advertising and websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or 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 advertising or website does not mean that we endorse that third party's website or services. Your use of a third party website may be governed by the terms and conditions of that third-party website and is at your own risk.

11. Limitation on our liability

- 11.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 11.1.1. losses that were not foreseeable to you and us when these Terms were formed;
 - 11.1.2. losses that were not caused by any breach on our part;
 - 11.1.3. business losses; and
 - 11.1.4. losses to non-consumers.

12. Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

13. Disputes

- 13.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.
- 13.2. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- 13.2.1. let you know that we cannot settle the dispute with you; and
 - 13.2.2. give you certain information required by law about our alternative dispute resolution provider.
- 13.3. If you are not happy with the outcome of ADR, you can still bring court proceedings.

14. Other important terms

- 14.1. **Rights of third parties.** No one other than a party to these Terms has any right to enforce any of these Terms.
- 14.2. **Variation.** No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 14.2.
- 14.2.1. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
- 14.3. **Enforcing these Terms.** If a court finds any of these Terms unenforceable, the rest will continue in force. Each of the clauses of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.
- 14.4. **Entire Agreement.** These Terms and any documents entered into pursuant to them constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.
- 14.4.1. Each party acknowledges that it has not entered into these Terms or any documents entered into pursuant to them in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms or any documents entered into pursuant to it, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this agreement.
- 14.5. **Delay.** Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Terms, that will not mean that you do not have to do those things or prevent us from taking steps against you at a later date.
- 14.6. **Governing law and jurisdiction.** The laws of England and Wales will apply to these Terms. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.