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## General Terms & Conditions

**Last Update – [1 May 2007]**

These Terms and Conditions govern your use of the definiciti.com web site and your relationship with The Definciti Group Ltd. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not use the Definiciti Site. If you have any questions on the Terms and Conditions, please contact [info@definiciti.com](mailto:info@definiciti.com)

### Use of the Definiciti Site

The Definiciti Site is provided to you for your personal use subject to these Terms and Conditions. By accessing and using the Definiciti Site you agree to be bound by these Terms and Conditions.

### 1 **Amendments**

We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Definiciti Site. Any changes will be notified to you via a suitable announcement on the Definiciti Site. The changes will apply to the use of the Definiciti Site after we have given notice. Please review these terms on a regular basis to ensure you are aware of any changes made. If you do not wish to accept the new Terms and Conditions you should not continue to use the Definiciti Site. If you continue to use the Definiciti Site after the date on which the change comes into effect, your use of the Definiciti Site indicates your agreement to be bound by the new Terms and Conditions.

## 2 **Intellectual property**

- 2.1 The content of the Definiciti Site is protected by copyright, trade marks, database right and other intellectual property rights. You may retrieve and display the content of the Definiciti Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Definiciti Site without written permission from the Company.

## 3 **Availability of the Definiciti Site**

- 3.1 Although we aim to offer you the best service possible, we make no promise that the Definiciti Site will meet your requirements. We cannot guarantee that your use of the Definiciti Site will be fault-free. If a fault occurs whilst you are using the Definiciti Site please report it to [*insert email address or other contact details*] and we will attempt to correct the fault as soon as we reasonably can.
- 3.2 Your access to the Definiciti Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

## 4 **The Company's liability**

- 4.1 The Definiciti Site displays to you free of charge content sourced “as is” from third parties. Although the Company tries to ensure that content included on the Definiciti Site is correct, reputable and of high quality, it does not make any promises to you in relation to that content. If the Company is informed of any inaccuracies in the content on the Definiciti Site we will attempt to correct the inaccuracies as soon as we reasonably can. However, we accept no responsibility for any loss, injury or inconvenience sustained by you resulting from the content. You should verify any information that is important or critical with the relevant hotel before you make a booking.
- 4.2 If we are in breach of these Terms & Conditions, we will only ever be responsible for any losses that you suffer as a result to the extent that they are a direct foreseeable consequence to both of us at the time you access or use the Definiciti Site. Our liability shall not in any event include business losses such as lost data, lost profits, damage to reputation or business interruption.

4.3 Nothing in these Terms and Conditions limits our liability to you for death or personal injury caused by our negligence or for fraud.

## 5 **Third Party Websites**

As a convenience to you, the Definiciti Site includes links to other websites or material which are beyond its control. The Company is therefore not responsible for content on any site outside the Definiciti Site.

## 6 **Advertising and Sponsorship**

Part of the Definiciti Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Definiciti Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

## 7 **Applicable Law**

These terms and conditions will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England & Wales.

## 8 **International Use**

We make no promise that content on the Definiciti Site is appropriate or available for use in locations outside the United Kingdom, and accessing the Definiciti Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## 9 **Miscellaneous**

9.1 You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.

9.2 If you breach these Terms and Conditions and the Company chooses to ignore this, the Company will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

9.3 The Company shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.

- 9.4 A person who is not a party to these terms and conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- 9.5 The Definiciti Site is owned and operated by [*details of registered address and name of Company*] the Company Registration No. [ ], VAT No. [ ].
- 9.6 If you have any queries please contact [*insert email address or other contact details*].