

Terms of use and Acceptable use Policy

Please read these terms of use and acceptable use policy (**“terms”**) carefully before using our Website. By accessing and using our Website, you agree to these terms. If you do not agree to these terms, you should not access or use our Website. Please note that we may revise these terms at any time without notice, so please ensure you review them regularly as they are immediately binding on you.

These terms (together with the documents referred to in here) govern the relationship between you and us when you access and use our website and services at www.camplify.co.uk (**“Website”**).

Any reference to **“you”** or **“your”** , means you as a user of our Website. Any reference to **“we”** , **“us”** or **“our”** is to Camplify Co UK Limited.

ABOUT US

We are Camplify Co UK Ltd and, a company registered in England and Wales under company number 10710562 and with our registered office at Innovation House, 39 Mark Road, Hemel Hempstead, Hertfordshire, HP2 7DN. We operate this Website.

YOUR USE OF OUR WEBSITE

Our Website allows you to upload and create content, including photos, descriptions and other materials. The contents of our Website may not be used by you in any way except for your own personal, private use, unless otherwise expressly permitted by us. You must not use any part of the materials on our Website for commercial purposes without obtaining a permission by us..

You agree that you will not use our Website in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or that is fraudulent, or has any unlawful or fraudulent purpose or effect. Furthermore, you agree not to do anything that may cause damage to our Website or our servers, systems or equipment or those of third parties,

nor access any users' data or penetrate or circumvent any Website security measures or attempt to do any such acts.

You accept that you are able to stop using our Website at any time and at your sole discretion. We reserve the right to suspend, restrict or terminate your access to our Website or any part of it at any time at our sole discretion.

Please see "Suspension and Termination" for details of consequences for breaching these terms.

Accessing our Website and availability

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period. From time to time, we may restrict user access to all or some parts of our Website.

While we endeavour to ensure that this Website is normally available 24 hours a day/seven days a week, we cannot promise that our Website will be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. Our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of our Website is discontinued, modified or changed in any way.

We shall not be liable for any failure, any suspension or any termination of access to our Website in connection with or arising out of a force majeure event. In these terms, a "force majeure event" shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, interruption or failure in communications networks and facilities (including the internet), fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

Member Registration

You will be required to register your details and/or open an account to use certain services or to access some areas of our Website (including, without limitation, if you wish to make submissions of content for our Website). You undertake to complete the registration form fully, and that all information provided is up-to-date, true, accurate and complete. You agree not to use a user name that is offensive, obscene or harassing to others. We have the right to require you to change your user name at any time and for any reason.

Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. If your user name or password is compromised at any time you must request a new username and/or password. We have the right to disable any access rights or accounts, at any time, if in our opinion you have failed to comply with any of the provisions of these terms.

When registering, you may be asked to expressly accept these terms. Please understand that if you refuse to accept these terms, you will not be able to register, submit comments and photographs, or create pinboards on our Website.

Your consent

You should understand that by accessing and continuing to use our Website, you agree to be legally bound by these terms. You understand and agree that these terms (and any document expressly referred to in them) constitute the whole agreement between us and supersede all

previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us.

ACCEPTABLE USE POLICY

Our Website aims to create a place for you to share and discover things you love about camping, caravanning, motorhoming, glamping or using static holiday homes and lodges. Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other users of our Website, you must comply with the acceptable use policy set out below. **By using these services you promise that any such contribution does comply with those standards, and you agree to reimburse us for all costs, loss, damages or expenses for any breach of that promise.**

This acceptable use policy applies to any and all material which you contribute to our Website and to any interactive services associated with it.

Contributions must:

Be accurate (where they state facts).

Be genuinely held (where they state opinions).

Comply with applicable law in the UK and in any country from which they are posted.

Be provided by a user who is aged 18 or over.

Contributions must not:

Contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory.

Promote sexually explicit material, violence, terrorism, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or any illegal activity.

Infringe any copyright, database right, trade mark or other proprietary right of any other person.

Be fraudulent or otherwise likely to deceive any person.

Be made in breach of any legal duty owed to a third party, such as a contractual duty, a duty of confidence, or obligation to ensure privacy. If your content identifies or features other individuals, you must ensure that you have their consent to the proposed use of the content.

Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

Be likely to harass, upset, embarrass, alarm or annoy any other person.

Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Give the impression that they emanate from us, if this is not the case.

Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Be for the purpose of harming or attempting to harm minors in any way.

Be of the nature of or otherwise instigate or encourage unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

We will use reasonable endeavours to assess any possible risks for users from third parties when they use any interactive service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our acceptable use policy, whether the service is moderated or not. Without limiting the foregoing, where we are notified that your content breaches the above

interactive services and acceptable use policy, we reserve the right, in our sole discretion, to remove that content without any liability to you for doing so.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these terms (in particular, the acceptable use policy set out above) through your use of our Website. When a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach and may result in our taking all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use our Website.

Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website (and such material may be deleted, not backed up and may become irretrievable).

Issue a warning to you.

Legal proceedings against you for reimbursement of all costs, loss, damages or expenses (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Further legal action against you.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

INTELLECTUAL PROPERTY RIGHTS

Save for third party content, we are the owner of all copyright and other intellectual property rights in our Website, and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

The names, images and logos identifying us, our partners or third parties and our/their products and services are proprietary marks and may not be reproduced or otherwise used without express permission.

By submitting content and material to our Website, you grant us and other users a non-exclusive perpetual, royalty-free, irrevocable worldwide licence to use, copy, re-pin, display, reformat, amend, change, excerpt, distribute or sub-license such information for

profit or otherwise in public both on our Website and for any other purpose as we see fit from time to time, without any duty to account to you.

You further acknowledge and agree that such material is not uploaded or posted subject to any obligation of confidence and that such material shall be accessible to any members of the public who wish to use our Website. You agree that following termination or suspension of your account with us, or following your removal of any content or material, we may retain such information for a reasonable period of time for backup, archival or audit purposes. You also agree that we and other users of the Website may continue to use, copy, re-pin, display, reformat, amend, change, excerpt, distribute or sub-license such information that users have re-pinned to other pinboards or which you have posted to public or semi-public areas of our Website.

You therefore agree to give up your “moral rights” in the images you upload. These include giving up the following rights:

to be identified as the owner of the image;

to object to derogatory treatment of the image; and

against false attribution of the image.

OUR WEBSITE CHANGES REGULARLY

We aim to update our Website regularly, and may change the content at any time. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

RELIANCE ON INFORMATION POSTED AND DISCLAIMER

While we endeavour to ensure that the information on this Website is correct, we make no promise nor do we give any warranty or guarantee regarding the accuracy and completeness of the material on this Website. Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all

liability and responsibility arising from any reliance placed on such information, commentary and materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

OUR LIABILITY

Nothing in these terms shall restrict your statutory rights (including your rights to receive a reasonable standard of service, more details about which can be obtained from your local Trading Standards Office or Citizen's Advice Bureau), nor shall anything in these terms exclude or limit our liability for death or personal injury resulting from our negligence or from any fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

If we fail to comply with these terms, we shall only be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure. We will not be liable for losses that result from our failure to comply with these terms that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; or waste of management or office time. However, this will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded in the former categories.

The material displayed on our Website is provided "as is" without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our [Privacy Policy](#). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. Our Website from which you are linking must comply in all respects with the acceptable use policy set out above.

If you wish to make any use of material on our Website other than that set out above, please address your request to support@camplify.co.uk

LINKS FROM OUR WEBSITE

Where our Website may contain news feeds and/or links to other websites and resources provided by third parties, these feeds, links and resources are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

LAW AND JURISDICTION

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Website is based in England and is intended for users in the United Kingdom. We make no representations that the materials and Website are suitable for users outside the United

Kingdom, and if you choose to access our Website from outside of the United Kingdom you are solely responsible for ensuring compliance with all relevant local laws.

YOUR CONCERNS

If you have any concerns about material which appears on our Website, please contact support@camplify.co.uk

These terms were last updated on 9th April 2018.