**rentz uk ltd and www.visitclacton.co.uk**

**terms OF USE**

These terms and conditions (“Terms of Use”) form the basis on which you can visit [www.visitclacton.co.uk](http://www.visitclacton.co.uk) (”the Website”). Please read them carefully as they contain important information. By using the Website site, you indicate that you fully and unreservedly accept the Terms of Use. Please do not use the Website if you do not agree to the Terms of Use.

Consult the Glossary provided at the bottom of this document to understand the relevant terms used.

**Ownership and Operation of the Website**

The Website is owned and operated by Rentz UK Limited, (“Rentz”), whose registered office is 78 Nacton Road, Ipswich, Suffolk, IP3 0NR (Company Registration No 5162437).

If you have any queries about these terms and conditions or if you have any comments or complaints on or about the website, you can contact Rentz at its registered office address or enquires@visitclacton.co.uk.

**Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Rentz. Any use of this website or its contents, including copying or storing thereof in whole or part, other than for your own personal, non commercial use, is prohibited unless express prior consent has been given in writing by Rentz. You may not modify, distribute or repost anything on this website for any purpose.

If you believe in good faith that materials hosted on the Website infringe your copyright, please write to Rentz with full details at its registered office address or send notification by email to enquiries@visitclacton.co.uk

**Accuracy of content**

Rentz has taken care in the preparation of the content of the Website. In particular, Rentz has ensured that information and prices quoted are correct at the time of publishing. However, Rentz does not guarantee that the content is error-free, nor does it guarantee that there are no omissions or inaccuracies in the information provided or that defects will be corrected. Rentz does not accept any liability for errors, omissions or inaccuracies which may appear on the Website or for any inconvenience or financial losses in relation thereto.

**Inappropriate content**

If you consider any of the content of any videos, photographs or any other material on the Website to be offensive, discriminatory, defamatory or libellous or otherwise inappropriate, please notify Rentz in writing at its registered office address providing full details of the content you consider to be inappropriate and your reason(s) Alternatively, your should email details to enquiries@visitclacton.co.uk.

Upon receipt of notification that any content is considered to be inappropriate, Rentz will review such content and shall decide whether to remove such content from the Website.

**Links from the Website to Third Party Websites**

The Website may include links to third party websites, some may be affiliate links, which are controlled and maintained by others.

Any link to other websites, affiliate or otherwise, is not an endorsement by Rentz and you, by using the Website, acknowledge and agree that Rentz are not responsible for the content or availability of any such Websites.

**Links to the Website**

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

**Advice**

The contents of the Website do not constitute advice and should not be relied upon by you or third parties. Rentz excludes all liability and responsibility arising from any reliance placed upon such contents by any visitor to the Website, or by anyone who may be informed of any of its contents.

**Changes to the Website**

Rentz reserves the right to change or remove (temporarily or permanently) the Website or any part of it without notice and without liability to users of the site for any inconvenience or financial loss as a result of such change or removal.

Rentz reserves the right to change these Terms and Conditions at any time. By continuing to use of the Website following any changes you shall be deemed to have accepted such changes.

Damage to your computer

Rentz tries to ensure that the Website is free from viruses or defects. However, Rentz cannot guarantee that your use of the Website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the Website. Any liability incurred is excluded by Rentz for any loss or damage which may arise to computer equipment as a result of using the Website.

Availability of the Website and functionality within it

Whilst Rentz takes every care to keep the Website and the functionality within it available and working optimally, interruptions, errors, omissions of service and delays may occur. As a result, no warranty is given that the Website service or functionality within it will be not be uninterrupted or free from errors, omissions or delays. Rentz accepts no obligation to operate the Website or any particular part of it.

**Contractual Relationship**

Nothing in these Terms of Use or in your use of the Website creates, or is intended to establish, any agency relationship, partnership or joint venture.

Rentz acts as agent for the owner(s) (“the Owner”) of property offered for self-catering holiday accommodation via the Website for some or all of the following:

* the advertisement of their property,
* the facilitation of payments in relation to certain booking transactions through the Website
* the management of changeovers, maintenance and legal certifications.

Except for this agency relationship, nothing in these Terms of Use or in the Owner’s use of the Website creates, or is intended to establish, any partnership, joint venture or similar relationship between Rentz and the Owner.

For the avoidance of doubt, Rentz never acts as a principal in connection with any of the transactions or services available on or through the Website.

Liability

Rentz will only be liable under this contract for any losses, which are a reasonably foreseeable consequence of any relevant breach of contract.

If Rentz are in breach of these Terms of Use or otherwise liable to you (including, without limitation, for any negligence), it will only be responsible for any direct damages or losses you incur that result from your use of the Website up to the value of the fees (if any) that you have paid to Rentz.

To the extent permitted by law, Rentz will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, loss or corruption of data, loss of anticipated savings in expenditure or profits, loss of opportunity) arising out of or in connection with the use of the Website.

**Notices**

Unless otherwise expressly stated in these Terms of Use, all notices from you to Rentz must be in writing and sent to the Company’s registered office address. All notices from Rentz to you will be displayed on the Website from time to time.

Changes to legal notices

Rentz reserves the right to change the Terms of Use from time to time and you should look through them as often as possible.

**Indemnity**

You agree to indemnify and hold the Website and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Website arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

**Invalidity**

If any of these Terms of Use are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other Term of Use will be unaffected.

Nothing in these Terms of Use shall be construed so as to exclude or limit the liability of the Website for death or personal injury as a result of its negligence of the Website or that of its employees or agents.

**Privacy**

You acknowledge and agree to be bound by the terms of Rentz privacy policy.

**Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Law, jurisdiction and language

The Website, any content contained therein and any contract brought into being as a result of usage of the Website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

END of Terms of Use.

Last updated 14 May 2013

**PRIVACY POLICY**

Rentz is committed to ensuring the best standards of practice in all our activities. You can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

**Information Collected**

Rentz do not collect any personal information from you other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user. Cookies are not used to collect any other information from you to the website.

If you are interested in requesting more information you can provide contact details via a fill-in form or by emailing Rentz. You cannot be contacted unless such contact details is given. You are also invited to give additional information about you but a decision not to do so does not affect any subsequent negotiations or discussions.

**Use of Information**

The information collected will be used to contact you with special offers or discounts that may be of interest to you. It may also be used for research purposes. You can inform Rentz at any time if you no longer require such information to be sent by emailing enquires@visitclacton.co.uk

**Third Party Disclosure**

Rentz will NEVER pass any personal information on to any third party without your consent other than the minimum required for the fulfilment of your holiday requirements.

**Data Security**

Rentz takes appropriate measures to safeguard the information Rentz hold from unauthorised access or improper use. Rentz database is stored in a secure, password protected location. Only users authorised by Rentz have access to this data.

Rentz has PCI Certification. PCI is the payment card Industry data security standard. For further information, see

<http://www.pcicomplianceguide.org/pcifaqs.php#1>

**Integrity of Data**

Rentz takes all reasonable measures to ensure that the information Rentz hold is accurate. In particular Rentz uses reliable collection methods and destroy or convert to an anonymous form, any out-of-date data. Individuals may request details of all personal information held by Rentz so as to contest inaccurate or incomplete data, verify the information and have it corrected as appropriate.

**Children**

The website is not targeted at children but in any event personal information will not knowingly be collected from children under fourteen years without parental consent.

**Enforcement**

Any queries relating to the collection or use of personal information by Rentz should be addressed to enquiries@visitclacton.co.uk

END of Privacy Policy

Last updated 14 May 2013

**Fair Processing Notice**

This notice explains what information We collect, when **We** collect it and how **We** use this. During the course of our activities, We will process personal data (which may be held on paper, electronically, or otherwise) about you and We recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how We will handle your information.

**Who are We?**

Rentz UK Ltd (“**We**” or “**Us**”) take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25th May 2018, together with any domestic laws subsequently enacted.

We are working to be notified as a Data Controller with the Office of the Information Commissioner under registration number to be advised. We are the data controller of any personal data that you provide to us. Our Data Protection Officer is A Wagstaff (Director). Any questions relating to this notice and our privacy practices should be sent to enquiries@visitclacton.co.uk

**How We collect information from you and what information I collect**

We collect information about you:

* Enquiry forms completed should you choose to make and enquiry
* Application forms completed should you choose to make one for yourself or someone else.

We collect the following information about you:

* name, e-mail address, telephone and/or mobile number(s)
* Payment details which may be bank account or card payment details, including account number.
* Any other information that assists us in managing your booking and carrying out the services which you require.

**Why We need this information about you and how it will be used**

We need your information and will use your information:

* to undertake and perform our obligations and duties to you as our guest in our holiday accommodation or as bookers for our guests staying in our holiday accommodation;
* to enable Us to supply you with the services and information which you have requested;
* to analyse the information, We collect so that We can administer, support and improve and develop our business and the services We offer;
* to provide information to you about special offers relating to the accommodation that We offer if you have opted in to receiving these. You can opt out at any time by emailing enquiries@visitclacton.co.uk;
* for all other purposes, consistent with the proper performance of our operations and business.

**Sharing of Your Information**

The information you provide to Us will be treated by Us as confidential and will be processed by Us within the UK/EEA.

We may disclose your information to other third parties who act for Us for the purposes set out in this notice or for purposes approved by you, including the following:

* To ensure that We can carry out the services that We offer and you have requested as guest or booker. Only the information that they need will be shared with them, example is our owners of the property or cleaners.
* If for some reason, We need to carry out due diligence on you as a prospective guest or booker,
* If We enter a joint venture with or merged with a business entity, your information may be disclosed to our new business partners or owners;

Unless required to do so by law, We will not otherwise share, sell or distribute any of the information you provide to Us without your consent.

**Security**

When you give Us information either directly or via a third party (e.g. Website or agency) We take steps to make sure that your personal information is kept secure and safe. Your information is held on a Booking Management System called Supercontrol. Their date is protected by state-of-the-art encryption and password protection. The systems are scanned frequently for thousands of vulnerabilities and their security experts carry out regular test. Their strict security standards are designed to prevent card fraud – Supercontrol is PCI compliant. See the privacy policy on their Website: <http://www.supercontrol.co.uk/privacy-policy>

Any detail kept outside this system such as emails are kept securely at our head office. We are also PCI Compliant. See our privacy policy on our Website: <http://www.visitclacton.co.uk/termsandconditions.html>

**Transfers outside the UK and Europe**

Your information will only be stored by Us directly and by Supercontrol within the UK and EEA. We ensure that there are adequate safeguards in place to protect your information in accordance with this notice.

**How long We will keep your information**

Your data will be kept if you make an enquiry to Us or make a booking with us. We use the details stored to assist you with future bookings. We will not use the details to contact you relating to anything other than an ongoing booking unless you have expressly opted in to receiving offers from us. We will not share your detail with third parties for marketing purposes, ever.

We review my data retention periods and are working with our Booking Management System to identify ways that We can continue to improve our data capture processes.

**Your Rights**

You have the right at any time to:

* ask for a copy of the information about you held by Us in my records;
* require Us to correct any inaccuracies in your information;
* make a request to Us to delete what personal data of yours I/ We hold; and
* object to receiving any marketing communications from us.

If you would like to exercise any of your rights above please contact Us atenquiries@visitclacton.co.uk

The accuracy of your information is important to Us - please help Us keep my/ our records updated by informing Us of any changes to your email address and other contact details.

Should you wish to complain about the use of your information, I/ We would ask that you contact Us to resolve this matter in the first instance. You also have the right to complain to the Information Commissioner’s Office in relation to my/ our use of your information. The Information Commissioner’s contact details are noted below:

**England:**

Information Commissioner's Office

Wycliffe House, Water Lane

Wilmslow, Cheshire, SK9 5AF

Telephone: 0303 123 1113

Email: casework@ico.org.uk

**Scotland:**

The Information Commissioner’s Office – Scotland

45 Melville Street, Edinburgh, EH3 7HL

Telephone: 0131 244 9001

Email: Scotland@ico.org.uk

**Wales:**

Information Commissioner's Office

2nd floor, Churchill House

Churchill way, Cardiff, CF10 2HH

Telephone: 029 2067 8400

Email: wales@ico.org.uk

**Northern Ireland:**

Information Commissioner's Office

3rd Floor, 14 Cromac Place

Belfast, BT7 2JB

Telephone: 028 9027 8757

Email:ni@ico.org.uk

END of Fair Processing Notice

Created May 2018

**GLOSSARY**

“Rentz” – means Rentz UK Limited, whose registered office is 78 Nacton Road, Ipswich, Suffolk, IP3 0NR (Company Registration No 5162437).

PCI Certification - PCI is the payment card Industry data security standard. Rentz is PCI Certified. For further information, see

<http://www.pcicomplianceguide.org/pcifaqs.php#1>

”the Website” or “VisitClacton” - means [www.visitclacton.co.uk](http://www.visitclacton.co.uk), operated by Rentz

”Content” – Information on the Property Detail form and other content submitted for inclusion in the Website

“you/your” – means the individual(s) or Company, using the Website, entering in to a Property contract with an Owner via Rentz or otherwise using the services of Rentz.

“the Owner” – means the individual(s) or entity that is/are the legal Owner of the Property/Properties offered for self catering holiday accommodation or are otherwise legally entitled to offer the Property/Properties for self-catering holiday accommodation.

“Property/Properties” - means the Property/Properties offered for self-catering holiday accommodation. It may also apply, where appropriate, to any other Property/Properties or building offered by the Owner in conjunction with the main Property/Properties as part of a holiday package. (e.g. a beach hut)

“the Agent” - means the Individual(s) or entity who may advertise, take bookings or manage the Property/Properties on behalf of the Owner

“ the Introducer” – means the Individual(s) or entity who introduces a prospective Guest to the Owner or Agent

“Guest/Guests(s)” - means the Individual(s) staying at the Property/Properties as a result of a booking having been made by the Booker. One or more of the Guests may be the Booker. Guests include any individual sleeping at the Property/Properties for one or more nights during the Stay. Names are required for reason of health and safety purposes (fire).

“the Occupancy level” - the total number of Guests minus any infants.  Infants are children aged two or under who are sleeping in a travel cot and therefore do not require a bed space.

“the Booker” - means the individual(s) or entity (via a representative) making the booking on behalf of the Guest(s). The Booker may be an individual or representative of an entity who is booking on behalf of Guests but who will not be staying at the Property/Properties. The Booker is responsible for the Property/Properties as if they were staying at the Property/Properties and therefore the Booker (whether an individual or an entity represented by an individual) is liable for any losses or damage occurring during the Stay. Individuals acting as the Booker must be over 18 years of age. Representatives of an entity making a booking must have authority from the entity to enter them into the booking contract.

“the Principal Guest(s)” – means the Individual(s) who will be staying at the Property/Properties and will be a point of contact for the Owner or Agent during the Stay.  This Individual(s) is usually the Booker.  Where the Booker is not going to be staying at the Property/Properties, another of the Guests is identified as the on-site point of contact for the Owner or Agent for the duration of the Stay. This Individual(s) must be over 18.

“the Stay” or “your Stay” or “ the Booking” - means the rental period which starts at the date and time indicated and ends at the date and time indicated on the most recent Booking summary or email relating to the booking between the Owner or Agent and the Booker. The Owner agrees to let the Property/Properties under license to the Booker and Guest(s) giving them permission to occupy, with the Booker and Guest(s) agreeing to give full vacant possession on or before the agreed departure date at or before the agreed departure time.

The license to occupy the premises does not start until the agreed start date and expires on the agreed date of departure. All keys must be surrendered. All rights of access to the Property/Properties are withdrawn after that agreed departure date and time.

“Reasonable and Prudent Property Letting Operator” - a person or company seeking in good faith to perform his obligations and in doing so and in the general conduct of his undertaking exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking (i.e. an undertaking which (inter alia) lets out his Property under the same or similar circumstances) and any reference to the standard of a Reasonable and Prudent Property Lettings Operator shall be a reference to such a degree of skill, diligence, prudence and foresight;

“Property Contract/ Holiday rental contract/Agreement” – the paper or electronic document that provides the basis on which a service has been provided and is accepted. Together with the Terms of Use, Privacy Policy, the Booker and Guest Terms and conditions and Owner Terms and Conditions as appropriate, forms the detail on which a binding legal contract is in place between two parties relating to that service. E.g. The Booking Summary is the Property Contract/ Holiday rental contract/Agreement between the Booker and Owner in pursuance of the service of providing holiday accommodation.

“Booking Summary” – means the paper or electronic document that provides the basis on which a booking at a property has been made. It forms part of the holiday rental contract between the Booker and Owner or Agent, together with the Terms of Use, Privacy Policy, the Booker and Guest Terms and conditions and Owner Terms and Conditions as appropriate.

“Property Details” – Details of the Owner’s property as provided by the Owner at the initial agreement meeting or subsequently and agreed in writing and provided to any potential Booker.

“Booking Details” – as contained in the Booking Summary or in communication agreed and between the parties.

“Arrival Date” – the date on which the Booking begins

“Departure Date” – the date on which the Booking ends

“Accommodation Price” – means the price of renting the accommodation before any discounts are applied (e.g. low occupancy/late availability/seasonal), optional extras (e.g. pets/bed upgrade) or other charges/fees (e.g. card processing charges) added.

Note that in special circumstances, discounts can be included in the Accommodation Price. This is usually in cases where tailor-made quotes have been issued and will have been made clear to you prior to booking.

“Accommodation Total” – means the Accommodation Price after discounts are applied and/or optional extras added.

“the Holding Deposit/ the Booking Deposit” - this forms part of the Accommodation Total . This is the deposit you pay to reserve the Property/Properties and may be paid on its own or as part of a larger payment. This is non-refundable.

“the Balance Payment” – this forms part of the Accommodation Total. It is the Accommodation Total minus the Holding Deposit.

“the Returnable Security Deposit” - means the deposit paid which is refundable after your holiday, assuming there is no loss or damage to the Property/Properties or contents and that there are no monies outstanding that are owed by the Booker to the Owner or Agent.

“the Property Total” – means the Accommodation Total plus the Refundable Security Deposit.

“the Grand Total” - This is a combination of the Property Total and any applicable fees or charges.

“Total outstanding” – means the amount of the Grand Total yet to be paid.

* “Disclosing Party” – someone who discloses information to the Receiving Party.
* “Receiving Party” – someone who has information disclosed to them by the Disclosing Party.
* “Disclosed Intellectual Property” - disclosed creations of the mind for which exclusive rights are recognised

“Confidential information” – Confidentiality is a set of rules or a promise that limits access or places restrictions on certain types of information. In this case all information provided to the Owner from Rentz, or to Rentz from the Owner is deemed to be confidential and should not be shared with third parties except for the fulfilment of the services Rentz is providing.

“Owner Stays” - means stays by the Owners of the Property/Properties and/or close family.

“Written notice” – Official notice by letter or email as prescribed within the Agreement.

END of Glossary

Last updated 18 July 2013

*Rentz UK Ltd. Company Registration No 5162437. Registered in England and Wales.*