

Independent Cottages Advertising Terms and Conditions

These Terms and Conditions ("Ts & Cs") apply to a property owner and/or manager, as applicable ("Property Owner") use of the Advertising Services (as defined below) currently made available through the Website currently located at www.independentcottages.co.uk (the "Website") by Altameric Ltd ("Altameric"), the owner of the Independent Cottages Website. The Advertising Services are provided to the Property Owner upon payment of the Advertisement Fee.

By advertising on the Website, you acknowledge that you have agreed to these Ts & Cs.

Altameric owns and operates an Advertising Service (as defined below) for property owners and managers of holiday properties ("Holiday Properties") that enables renters of holiday properties and other targeted customers, such as travel agents, tour operators and corporate travel planners, to query Website for holiday properties that meet their criteria and make requests for reservations by phone or email directly with Property Owner. Altameric utilizes appropriate software systems ("Software") in providing the Advertising Services.

Property Owner wishes to utilize the Advertising Services and advertise its Holiday Property(ies) on Altameric Website.

1. **Company Advertising Service.** The "Advertising Services" provides Property Owner with the ability to advertise on Altameric Website the availability of its Holiday Property(ies) ("Property Advertisements"). The Advertising Services stores information about each Holiday Property, such as text descriptions, photos, amenities and rates.
2. **Term.** The term of these Ts & Cs shall begin on the "Start Date" of the advertisement purchased by Property Owner and, unless renewed by Property Owner, shall terminate at the end of the length of the advertising period, unless earlier terminated by either party.
3. **Termination and Limited Refunds.** Altameric reserves the right to terminate these Ts & Cs or any Property Advertisement at anytime for any reason, refunding a prorated amount back to the Property Owner. Property Owner may terminate these Ts & Cs at any time, but will only receive a full refund if terminated within seven days of its Start Date. Property Owner shall not receive any refund if Property Owner terminates these Ts & Cs more than seven days after the Start Date.
4. **Renewal.** For the Property Owner's convenience and to ensure that the Property Advertisement service remains uninterrupted, Altameric will automatically renew the subscription at the expiration term. The Property Owner will be notified in advance of the impending renewal, and will receive a payment request email. Altameric reserves the right to increase the price of the Property Advertisement upon renewal. If payment is not received within 14 days, or Property Owner contacts Altameric to cancel the Renewal, the Renewal will not be processed and the subscription will not be renewed.
5. **Limited License; Assignment of Certain Copyright Rights.**
 - 5.1 Property Owner hereby grants to Altameric a non-exclusive, royalty free, right and license during the Term to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivative works from the Advertisement in any format on Altameric Website and in related Company promotional materials provided in any medium, forum or format, for the sole purpose of providing the Advertising Services pursuant to these Ts & Cs.
 - 5.2 Altameric shall own or otherwise retain all right, title and interest, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights, in and to Altameric Website.
6. **Use of Company Website.** All content on Altameric Website are Copyrighted Altameric Ltd All Rights Reserved. Property Owner shall not use, reproduce, distribute, display, transmit, publish, modify, edit, license or create derivative works from any images, descriptions and representations, or other or product information that may be obtained from Altameric Website.
7. **Representations and Warranties.** Property Owner represents and warrants that the Holiday Property Advertisement ("Content") (i) does not and will not violate or infringe upon the proprietary rights of any third party, including without limitation any owner or operator of any third party website that provides advertising or other products or services, and does not violate any law, or any other relevant jurisdiction, including without limitation, laws against slander, libel, and defamation; and (ii) do not and will not violate any right of confidentiality, privacy or publicity of any third party. Property Owner further represents and warrants that Property Owner is the sole owner of the Content, to Property Owner's knowledge, the Content is a fair and accurate representation of the Holiday Property; and Property Owner did not download the Content from any third party web site.
8. **Exclusion of warranties / limitation of liability and damages.**
 - 8.1 The Property Owner is responsible for the images and description of their Holiday Property advertisement. Under no circumstance shall Altameric be liable for any claims made by guests or renters of the Holiday Property with regard to: merchantability, fitness for a particular purpose, inaccurate or misleading advertisements.
 - 8.2 Under no circumstance shall Altameric be liable for any damages, including without limitation, direct, consequential, incidental or indirect damages incurred by the other party, such as, but not limited to, loss of revenue or anticipated profits or lost business that result from the use of or the inability to use the software, or the use of, unavailability or inoperability of Altameric web site, the internet, or technical malfunctions, computer errors or loss or corruption of data, even if property owner or authorized representative, has been advised of the possibility of such damages.
 - 8.3 Under no circumstances shall Altameric be liable for any claims related to the rental of any holiday property, including without limitation, claims related to fraudulent renters or damage or losses caused by renters or any renter's failure to pay Property Owner.
9. **Force Majeure.** Altameric shall not be liable to Property Owner for any delay or failure in performance under these Ts & Cs arising out of a cause beyond its control and without Altameric's fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities and Internet services, blackouts, acts of God, acts of regulatory agencies, or national disasters.
10. **Governing Law.** The Agreement shall be governed by English law. All disputes arising out of or in connection with the Agreement shall be subject to the non-exclusive jurisdiction of the Courts of England.
12. **Amendments.** These Ts & Cs may be amended or modified by Altameric upon notice to Property Owner. If any provision or term of these Ts & Cs, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Ts & Cs will not be affected.