

Campsite Chatter Ltd

Agency Terms & Conditions for Site Owners

1. Definitions

In this Agreement, the following words shall have the following meanings:

“**Terms**” means the terms and conditions set out below;

“**Agreement**” means the agreement between the Site Owner and Campsite Chatter relating to the Site Owner or Campsite Chatter placing Campsite Information on the Website, which shall be governed by these Terms;

“**Campsite Chatter**” means Campsite Chatter Limited, a company with registered number 08245344 registered at The Custom House, The Strand, Barnstaple, Devon, EX31 1EU;

“**Campsite Information**” means any information that appears on the Website added by the Site Owner or Campsite Chatter including, without limitation, details of location, facilities, availability and prices and ratings;

“**Commission Fee**” means [15%] payable by the Site Owner to Campsite Chatter pursuant to clause 8;

“**Campsite**” means the campsite in respect of which the Campsite Owner places Information and rates on the Website relating to any bookings;

“**Customer**” means a Visitor who creates a booking through the Website;

“**Site Owner**” means the owner, provider or operator of the Campsite, or persons authorised to act on behalf as provider, manager, operator or other formal arrangement;

“**Site Owners Account**” means [insert account details]

“**Visitor**” means a visitor to the Website who accesses Campsite Information;

“**Website**” means the website found at www.campsitechatter.com and campsitechatter.com or such other URL as notified by Campsite Chatter to the Site Owner in writing from time to time.

2. Interpretation

2.1 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2.2 The headings in this Agreement are for convenience only and shall not affect their interpretation.

2.3 Where the context dictates in these Terms, the singular shall include the plural and vice versa and any gender includes the other gender.

2.4 Any reference to a clause shall mean a clause of these Terms.

3. Appointment and Scope

3.1 By accepting these Terms the Site Owner appoints Campsite Chatter as its non-exclusive agent for the purpose of displaying the Campsite Information and facilitating bookings of the Campsite on behalf of the Site Owner on the Website (**Services**), subject to these Terms.

3.2 Campsite Chatter will, in all dealings with Visitors, make clear that it acts as agent for the Site Owner.

3.3 All bookings that are facilitated on the Website by Campsite Chatter shall be on standard terms and conditions as varied from time to time (a copy of the current version being included at Schedule 1) (**Booking Conditions**). Any amendment to the Booking Conditions will be sent to the Site Owner by Campsite Chatter at least 7 days prior to them being used. If the Site Owner does not accept the revised Booking Conditions then they must confirm in writing within 7 days and submit to Campsite Chatter alternative terms and conditions on which Campsite Chatter shall accept bookings from a Visitor. If the Site Owner fails to respond within 7 days they shall be deemed to accept the revised Booking Conditions.

3.4 If the Site Owner does not accept the Booking Conditions contained in the Terms then they shall submit to Campsite Chatter terms and conditions that they would accept bookings on. Campsite Chatter shall, in carrying out the Services, procure that any Visitor who makes a booking does so on the terms and conditions supplied by the Site Owner in accordance with this clause 3.

4. Term

4.1 The engagement of Campsite Chatter by the Site Owner shall commence on acceptance of these Terms and shall continue for a minimum period of 12 months and thereafter on a rolling 12 months basis.

4.2 The Site Owner may terminate this agreement at the expiry of any 12 month period provided that they have given to Campsite Chatter not less than 3 months written notice.

4.3 Campsite Chatter shall be entitled to terminate this agreement at any time immediately on written notice to the Site Owner.

5. Campsite Information

5.1 Campsite Chatter shall require the Campsite Information from the Site Owner in order to carry out the Services.

5.2 The Site Owner shall be solely responsible for all Campsite Information provided to Campsite Chatter either by uploading it directly to the Website or otherwise providing it to Campsite Chatter. The Site Owner warrants and represents that all Information shall:

- (a) comply with all applicable laws, regulations and codes of practice;
- (b) not infringe the intellectual property rights (including without limitation, copyright, trade marks, design rights, database rights and patents) or privacy of any third party;
- (c) be truthful, honest and accurate and not deliberately misleading; and
- (d) not illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, libellous or otherwise objectionable.

5.3 The Site Owner warrants and represents that all necessary licences, rights and consents have been obtained before providing the Campsite Information.

5.4 The Site Owner warrants and represents that it shall honour the rates advertised on the Website. The Site Owner shall advertise its standard rates/generally published tariffs on the Website and shall not charge a premium for bookings made through the Website. In the event that the Site Owner changes their rates they shall upload the revised rates to the Website. Campsite Chatter shall have no liability to the Site Owner in the event that rates and/or services offered by the Site Owner have not been updated from time to time.

5.5 The Site Owner shall indemnify Campsite Chatter and hold harmless from any expense incurred, howsoever arising, in the event of any claim against Campsite Chatter or loss suffered by Campsite Chatter as a result of a breach of any warranty set out in clause 5

5.6 The Site Owner shall ensure that the Campsite Information is kept up to date at all times and otherwise in accordance with any requirements specified by Campsite Chatter in writing (including by email and on the Website) from time to time. In particular, the Site Owner shall ensure that the availability shown on the Website is accurate. The Site Owner acknowledges that the Campsite Information shall be updated by it entirely at its own risk.

5.7 By submitting or making available any Campsite Information (including any text, photographs, graphics, video or audio) the Site Owner hereby grants Campsite Chatter a perpetual, royalty-free, irrevocable, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the material worldwide and/or to incorporate the Campsite Information in other works in any media now known or later developed for the full term of any rights that may exist in the Campsite Information as Campsite Chatter may require. If the Site Owner does not want to grant such rights to Campsite Chatter, Campsite Information should not be submitted or provided.

5.8 In the event Campsite Chatter considers any Campsite Information to breach the warranties set out in this clause 5 or to be otherwise inappropriate, inaccurate or out of date (acting in its absolute discretion), Campsite Chatter retains the right to remove the Campsite Information from the Website.

6. The Campsites Responsibilities

6.1 The Site Owner shall inform Campsite Chatter immediately if it is unable to honour any booking made through the Website.

6.2 Any queries and/or complaints from Visitors or Customers regarding the Campsite Information or the Campsite are the sole responsibility of the Site Owner and shall be managed by the Site Owner in a timely and appropriate manner. For the avoidance of doubt, Campsite Chatter shall have no obligation to assist or participate in any Visitor or Customer query or complaint relating to the Campsite Information or the Campsite unless it chooses to do so in its sole discretion.

6.3 The Site Owner is responsible for informing Visitors and Customers of its applicable terms and conditions and cancellation policy prior to confirming a booking.

6.4 The Site Owner shall ensure that the Campsite complies with all applicable laws and regulations including, without limitation, regulations concerning health and safety, fire and emergency procedures.

6.5 The Site Owner shall at all times and at its own cost, effect and maintain in force all necessary, adequate and proper insurance cover with a recognised and reputable insurance company (including loss or injury to the person or damage to tangible and intangible property) in respect of the Campsite. Such cover shall include without limitation any liability of Campsite Chatter arising in any way as a result of the Campsite Information.

7. The Website

7.1 The Site Owner shall report any faults in or malfunction (including, without limitations, any suspected virus infection) of the Website to Campsite Chatter as soon as it becomes aware of such failures.

7.2 The Website is provided by Campsite Chatter on an “as is” basis. Campsite Chatter cannot guarantee that the Website will be fault free or available to the Site Owner or Visitors without interruption. Campsite Chatter shall not be liable for any consequences of any error or interruption in the operation of the Website.

7.3 Campsite Chatter may at any time suspend or restrict access to the whole or any part of the Website, including for operational reasons such as repairs, maintenance, updating or upgrading the content or functionality or the introduction of new functionality or services. Campsite Chatter may vary the technical specification of the Website at any time.

7.4 The positioning of the Campsite on the Website shall be determined by Campsite Chatter in its sole discretion.

7.5 Campsite Chatter shall own:

- (a) the copyright and all other intellectual property rights in the design, layout, text and graphics of the Website (other than content submitted by Site Owners);
- (b) all goodwill arising in connection with the Website; and
- (c) logos, names, images and pictures identifying Campsite Chatter.

7.6 The Site Owner may not use any logo, trade mark, name, image or other material identifying (whether contained on the Website or otherwise) without the prior approval of Campsite Chatter.

8. Fee and Booking Procedure

8.1 Campsite Chatter shall take either a deposit of 15% (excl VAT) of the fees payable by the Customer under the Booking Conditions or full payment from the Customer at the time of their booking, unless specifically agreed in writing between Campsite Chatter and the Site Owner.

8.2 On receipt of a booking from a Customer, Campsite Chatter shall:

- (a) send full details of the booking request to the Site Owner, who shall confirm the booking with the Customer & Campsite Chatter;
- (b) after deducting the Commission Fee from the amount paid by the Customer for a booking, Campsite Chatter shall account to the Site Owner the remaining balance of the payment to the Site Owner’s Account within 30 days from the end of the month in which Campsite Chatter received payment from the Customer

8.3 Where the Site Owner confirms the booking with the Customer and is subsequently unable to provide the services, for whatever reason, the Site Owner shall account to the Customer for the full amount paid by it and Campsite Chatter shall not be liable to the Customer and/or the Site Owner for the deposit or the Commission Fee, whichever is the greater.

9. Personal Data

9.1 The parties shall comply with all legislation and/or binding regulations implementing Directives 95/46/EC and 2002/58/EC, including, but not limited to, the Data Protection Act 1998 and the Privacy & Electronic Communications (EC Directive) Regulations 2003.

9.2 The Site Owner will ensure that adequate technical, organisational and security measures are taken against unauthorised or unlawful processing of personal data and against accidental loss of or destruction to personal data and to enable Campsite Chatter to comply with all applicable laws.

10. Liability

10.1 Access to and use of the Website by the Site Owner is provided without any warranties or guarantees (including warranties implied by law) unless expressly stated otherwise.

10.2 Campsite Chatter will not be liable for any action taken by person in reliance on Campsite Information.

10.3 The Site Owner shall indemnify Campsite Chatter against any claims or legal proceedings which are brought or threatened against Campsite Chatter as a result of or in connection with:

- (a) the Site Owner's breach of these terms and conditions and/or
- (b) the Campsite.

Campsite Chatter will notify the Site Owner of any such claims or proceedings and keep the Site Owner informed as to the progress of such claims or proceedings.

10.4 Campsite Chatter does not accept liability either in contract, tort (including negligence) or otherwise, for direct or indirect loss of profits, income, and business or anticipated savings, nor for any indirect, incidental or consequential damages, including, without limitation, loss or destruction of data, or other information.

10.5 Campsite Chatters total aggregate liability to the Site Owner in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to the payment collected from the relevant Customer for that particular booking and retained by it following any accounting to the Site Owner less the Commission Fee.

10.6 Nothing in these Terms shall operate so as to exclude or limit the liability of either party to the other for death or personal injury caused by negligence, for fraud or any other liability that cannot be excluded or limited by law.

10.7 Each provision of these Terms excluding or limiting liability operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

11. Termination

11.1 The Agreement may be terminated forthwith by notice in writing by either party if the other party:

- (a) commits a material breach of the Agreement which is not capable of remedy;
- (b) commits a material breach of this Agreement and fails to remedy it within 30 days after receipt of notice in writing from the other party;
- (c) enters into any compromise or arrangement with its creditors; or if any order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a receiver, manager, or administrator is appointed in respect of the whole or any part of its undertaking or assets or if there is any similar or analogous event in any jurisdiction affecting that party;
- (d) ceases or threatens to carry on its business or is otherwise unable to pay its debts as they fall due.

11.2 Campsite Chatter may terminate this Agreement forthwith by notice in writing to the Site Owner for certain reasons, including but not limited to, the Site Owner:

- (a) fails to pay commissions in the term agreed;
- (b) provides incorrect or misleading information to the Website or to Campsite Chatter;
- (c) fails to keep Campsite Information updated on a regular basis, including informing Campsite Chatter of any errors;
- (d) fails to accept a booking at the price shown on the Website;
- (e) fails to acknowledge or respond in the appropriate manner to Customer complaints or where Campsite Chatter receives a high level of complaints regarding standards or service;
- (f) Campsite Chatter is keen to maintain a good relationship with the Site Owner, however if for any reason this relationship is not well maintained by the Site Owner, Campsite Chatter has the right to suspend or terminate this Agreement.

11.3 After expiry or termination of the Agreement for any reason Campsite Chatter shall be entitled to immediately remove the Campsite Information from the Website and the Site Owner will not be able to accept new bookings through the Website, and will not be visible on the Website.

11.4 The Site Owner undertakes without exception to notify Campsite Chatter immediately of any change of ownership, providing documentation and contact details for both the existing owner and purchaser.

12. General

12.1 A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

12.2 The Site Owner shall not, without Campsite Chatter's prior written consent, assign or otherwise transfer or dispose of the whole or any part of this Agreement. Any consent, if given, shall not affect the Site Owner's obligations or liabilities under this Agreement.

12.3 Any notice or other communication to be given shall be in writing (which includes email) and may be served by sending it by email or fax, delivering it by hand or sending it by first class post to the address set out below (or as otherwise notified from time to time):
For Campsite Chatter: The Custom House, The Strand, Barnstaple, Devon, EX32 1EU and/or [email address].

For the Site Owner: to the contact details set out in the sign-up information provided to Campsite Chatter.

12.4 Any notice shall be deemed to have been served:

- (a) if delivered by hand (including by courier), at the time and date of delivery;
- (b) if sent by email, when the sender receives confirmation of delivery or confirmation that the recipient has read the email (such confirmation may be system generated or otherwise);

(c) if sent by fax, twelve (12) hours after the confirmation of despatch; and

(d) if sent by post, at the expiration of two (2) working days after the relevant envelope was delivered into the custody of the postal authorities, provided that where, in the case of delivery by hand or fax, such delivery or transmission occurs after 6pm on a working day or on a day which is not a working day service shall be deemed to occur at 9am on the next following working day.

12.5 No failure or delay by either party in exercising any of its rights, powers or remedies provided by the Agreement or by law shall be deemed to be a waiver of that right, power or remedy and no waiver by either party of any breach by the other party of the Agreement

shall be construed as a waiver of any subsequent breach of the same or any other provision.

12.6 If any clause, or part of a clause, of these Terms are found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the clause or paragraph which contains the relevant provision shall not be affected, unless otherwise stipulated under applicable law.

12.7 The Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements and undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

12.8 Each party acknowledges that in entering into this Agreement, it has not relied upon, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether incorrectly or negligently made) by the other party, unless expressly stated in these Terms.

12.9 All provision of these Terms which by their nature would continue beyond the termination of this Agreement for any reason shall survive termination.

12.10 Campsite Chatter shall not give any warranty for or on behalf of the Site Owner or pledge the credit of the Site Owner. Campsite Chatter is an independent contractor and nothing in this Agreement shall constitute the creation, establishment or relationship or partnership, joint venture, employer or employee between the parties.

12.11 This Agreement is personal to the parties and neither shall be permitted to assign, delegate, sub-contract, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior written consent of the other party.

12.12 The Agreement is governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

12.13 The Site Owner accepts that Campsite Chatter will contact them with marketing and service messages.

Site: YOUR CAMPSITE ADDRESS

Signed.....

Position.....

Date...../...../.....