

LOVETOESCAPE.COM:
AGREEMENT
(FOR THE SUPPLY OF SERVICES TO HOLIDAYMAKERS)

Ref : PCF/AJF/LE148 X001



This Agreement is between you (the Holidaymaker, as defined below), and Lets Portal Ltd, of Q Court, 3 Quality Street, Edinburgh, EH4 5BP, trading as LovetoEscape.com, and referred to in this Agreement as “LovetoEscape.com”.

1 Commencement

This Agreement commences on the date on which the Holidaymaker makes a Booking with LovetoEscape.com either through the LovetoEscape.com online portal and booking system (together referred to as the “**Booking Payment System**”), by telephone, or by post to LovetoEscape, Stirling Business Centre, Wellgreen Place, Stirling, FK8 2DZ. LovetoEscape.com confirms that it acts as agent for the Accommodation Provider and is authorised to take and arrange the Booking on behalf of the Accommodation Provider. LovetoEscape.com does not own or manage the Accommodation.

2 Interpretation

Definitions.

2.1 In this Agreement, the following definitions apply:

“**Accommodation**” means the accommodation, apartment, cottage, house or other building occupied by a Holidaymaker during a Period of Hire including the accommodation premises together with any annexes (such as garages, gardens, grounds), and all contents, fixtures and fittings, facilities and services (both inside and outside) made available or accessible to any Holidaymakers.

“**Accommodation Fee**” means the total hire charge payable in respect of the Booking, including but not limited to the Initial Payment;

“**Accommodation Provider**” means the person who has registered as an Accommodation Provider on LovetoEscape.com for the purposes of marketing and letting Accommodation for holiday purposes in accordance with this Agreement. This may be a person who owns or co-owns the Accommodation or a person who is the authorised agent of such an owner.

“**Agreement**” means the agreement between LovetoEscape.com and the Holidaymaker for the supply of Services in accordance with this Agreement as amended from time to time;

“**Booking**” means the booking of the Accommodation by the Holidaymaker;

“**Booking Confirmation**” means a request to make a Booking by the Holidaymaker to LovetoEscape.com in the form of a completed holiday booking form (whether submitted via the post, email, website or otherwise) or a telephone booking;

“**Client Account**” means the 'client account' operated by LovetoEscape.com with the Royal Bank of Scotland. All Holidaymaker funds paid to LovetoEscape.com (referred to as Holidaymakers' Funds, as defined below) are placed into the client account, a protected Trust account maintained by LovetoEscape.com separately from any account used to handle LovetoEscape.com's business funds;

“**Holidaymaker**” means the person who books Accommodation through the Booking Payment System, by telephone or by post;

“**Holidaymakers' Funds**” means those funds remitted to LovetoEscape.com by the Holidaymaker as a client for the purposes of securing a Booking of Accommodation, which funds are held by LovetoEscape.com in the Client Account;

"Initial Payment" means the payment required to secure the Booking, which payment shall include the booking fee, Insurance Cover, any applicable fees added by credit card or debit card companies, and any applicable additional fees indicated by LovetoEscape.com, which fee shall be notified to the Holidaymaker at the time the Booking is made;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Period of Hire" means the period during which the Holidaymaker has booked to stay at the Accommodation through the Booking Payment System;

"Services" means the services supplied by LovetoEscape.com to the Holidaymaker, all as fully outlined at clause 4 below; and

"working day" means a day (other than a Saturday, Sunday or public holiday) when banks in Edinburgh are open for business.

Construction

2.2 In this Agreement, the following rules apply:

- 2.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2.2 a reference to a party includes its personal representatives, authorised agents, successors or permitted assignees;
- 2.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 2.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.2.5 a reference to **writing** or **written** includes faxes and e-mails; and
- 2.2.6 the headings in this Agreement are for reference purposes only and do not form part of the Agreement. They shall not affect the interpretation of this Agreement and are not deemed to be an indication of the meaning of the clause to which they relate.

3 **Booking Process**

- 3.1 Following receipt of a Booking Confirmation, LovetoEscape.com shall confirm the Initial Payment and Accommodation Fee associated with the Accommodation. If the Accommodation is available for the Period of Hire, LovetoEscape.com shall confirm a Booking of the Accommodation for the Holidaymaker.

- 3.2 Upon LovetoEscape.com confirming a Booking of the Accommodation in accordance with clause 3.1, the Holidaymaker shall make the Initial Payment to LovetoEscape.com. If payment is not received within 48 hours of the Booking being made, the Booking will be cancelled.
- 3.3 The balance of the Accommodation Fee (if any) must be paid by the Holidaymaker to LovetoEscape.com no later than 4 weeks prior to the commencement of the holiday.
- 3.4 Where the Period of Hire commences less than 4 weeks after the date when the Booking is reserved in line with clause 3.1 hereof, the Accommodation Fee will be due to be paid in full within 48 hours of the Booking being made, and if not so paid the Booking will be cancelled.
- 3.5 Where LovetoEscape.com has not received the balance of the Accommodation Fee by the due date in terms of clause 3.3 above, an overdue reminder will be issued to the Holidaymaker by LovetoEscape.com and an administrative fee of £10 will be added to the balance due to LovetoEscape.com by the Holidaymaker. If the outstanding balance of the Accommodation Fee remains outstanding 7 working days after the date of that reminder letter, LovetoEscape.com reserves the right to treat the Booking as cancelled by the Holidaymaker. In such an instance, the Holidaymaker acknowledges that the Holidaymaker shall have no claim against LovetoEscape.com for compensation in relation to the cancelled booking, and further acknowledges that the Holidaymaker shall not be entitled to reimbursement of the Initial Payment, which payment is for the administration of the booking process by LovetoEscape.com, and other non-refundable services (including but not limited to the provision of Insurance Cover).
- 3.6 The prices stated on LovetoEscape.com's website and in LovetoEscape.com's brochure are cash prices in pounds sterling. LovetoEscape.com incurs charges from credit and debit card providers when the Holidaymaker pays by credit or debit card respectively, and the Holidaymaker acknowledges that any such charge shall be incorporated into the Initial Fee or Accommodation Fee as appropriate, and shall be non-refundable services in terms of clause 3.5 above.
- 3.7 Any charges raised against LovetoEscape.com by its bank for handling dishonoured cheques, bank transfers or any other payments will be invoiced in turn to the Holidaymaker and the Holidaymaker acknowledges that the Holidaymaker shall reimburse such sums to LovetoEscape.com within 7 working days of LovetoEscape.com issuing such an invoice.
- 3.8 All payments to LovetoEscape.com must be made in pounds sterling.
- 3.9 LovetoEscape.com reserves the right to correct any error in advertised and/or confirmed prices, and will intimate such adjustments to the Holidaymaker by email.
- 3.10 Please note some Accommodation Providers may charge a security booking deposit (the "**Security Booking Deposit**"). If this applies to the Accommodation which the Holidaymaker wishes to book it will be noted in the individual Accommodation details on the Booking Payment System. The Accommodation Provider shall liaise directly with the Holidaymaker to collect and (if appropriate) return this Security Booking Deposit and the Holidaymaker acknowledges that LovetoEscape.com has no involvement in any Security Booking Deposit or in obtaining or returning this
- 3.11 Accommodation Fees in respect of Accommodation outside the UK are based on exchange rates at the date on which they are set. If changes in exchange rates result in an effective increase in excess of 5% of the Accommodation Fee LovetoEscape.com reserves the right to charge a surcharge, for which an invoice shall be issued to the Holidaymaker. The surcharge must be paid with the balance of the Accommodation Fee or within 7 working days of the date of the surcharge

invoice, whichever is the later. A surcharge will not be levied within 7 working days of the commencement of the holiday.

- 3.12 On receipt of confirmation of the Booking from LovetoEscape.com, the Holidaymaker hereby undertakes to check the Booking details and notify LovetoEscape.com of any errors made by LovetoEscape.com as soon as possible and in any event within 7 working days. No changes can be made to the Booking after this time. LovetoEscape.com reserves the right to charge a holiday booking amendment fee of £10 to cover the administration required to correct any error made by the Holidaymaker in the Booking.

4 Supply of Services by LovetoEscape.com

- 4.1 Subject to the Holidaymaker's compliance with the terms of this Agreement, LovetoEscape.com shall supply the following Services using reasonable care and skill:
- 4.1.1 access to the Booking Payment System;
 - 4.1.2 acceptance of credit or debit card payments from the Holidaymaker for the purposes of securing a Booking, where the Accommodation is available and the requested Booking is appropriate to the Accommodation. This shall be done through a secure portal on the Booking Payment System provided by an authorised provider. In accepting such payments, LovetoEscape.com shall be authorised by the Accommodation Provider to take Bookings by the Holidaymaker;
 - 4.1.3 the deposit of Holidaymakers' Funds in the Client Account as soon as reasonably practicable after receipt and the retention of the same in the Client Account for and on behalf of the Accommodation Provider and in accordance with the terms of this Agreement; and
 - 4.1.4 the remittance of Holidaymakers' Funds to the Accommodation Provider in accordance with the terms more fully set out in this Agreement; and
 - 4.1.5 when instructed to do so by the Accommodation Provider, the remittance of funds to the Holidaymaker from the Accommodation Provider.
- 4.2 For the avoidance of doubt, nothing in clause 4.1.2 shall restrict the right of LovetoEscape.com or the Accommodation Provider to refuse a requested Booking.
- 4.3 LovetoEscape.com shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services. LovetoEscape.com shall notify the Holidaymaker in any such event.
- 4.4 In the case of payment transfer to an account held with a UK bank, LovetoEscape.com will transfer the Holidaymaker Funds to Accommodation Providers by BACS transfer in the currency in which the booking payment was made.
- 4.5 In the case of payment transfers to an account held with a non-UK bank, LovetoEscape.com will transfer the Holidaymaker Funds in the currency in which the booking payment was made.

5 Use of Booking Payment System

- 6 LovetoEscape.com will use reasonable endeavours to provide access to and availability of the Booking Payment System at all reasonable times subject to maintenance and other factors, whether planned or unplanned, which require or result in the suspension or interruption of or any deficiencies in the Booking Payment System or its operation in whole or part or the available access to the same. Without limiting the generality of the above, LovetoEscape.com does not guarantee that the operation of the Booking Payment System will be uninterrupted, continuous or error free, and LovetoEscape.com has no liability to Holidaymakers in respect of any such deficiency of service or for any loss or damage of any nature whatsoever which Holidaymakers may suffer or incur as a result.

7 Provisions of Accommodation

- 7.1 LovetoEscape.com is a booking agent of the Accommodation Provider and fully authorised to create a contractual Booking between the Holidaymaker and the Accommodation Provider on the Accommodation Provider's behalf.
- 7.2 Holidaymakers who make a booking for the Accommodation through LovetoEscape.com will have a direct contract with the Accommodation Provider and the Accommodation Provider will accept liability for that contract as the principal.
- 7.3 The Holidaymaker hereby acknowledges that LovetoEscape.com is a booking agent, and that the Holidaymaker's principal recourse in relation to any complaints or queries the Holidaymaker has about the Accommodation, refunds of the Accommodation Fee, or issues surrounding cancellation of the Booking, is with the Accommodation Provider.
- 7.4 The Holidaymaker further acknowledges that LovetoEscape.com does not have any responsibility for inspecting, approving, checking, or auditing the quality of Accommodation.
- 7.5 This Agreement is made on the basis that the Accommodation is to be occupied by the Holidaymaker for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9; the Holidaymaker hereby acknowledges that the tenancy granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- 7.6 The Holidaymaker undertakes to use all reasonable endeavours to:-
- 7.6.1 ensure that the number of people occupying the Accommodation will not exceed the number stated on the Booking Confirmation;
- 7.6.2 ensure that the Accommodation will be used solely for the purpose of a holiday by the Holidaymaker;
- 7.6.3 show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Accommodation and/or dangerous, offensive or rude behaviour to the Accommodation Provider, his representative or any third parties such as neighbours);
- 7.6.4 allow the Accommodation Provider or his representative access to the Accommodation at any reasonable time during the period of the holiday;
- 7.6.5 keep the Accommodation and all furniture, utensils, equipment, fixtures and fittings in or on the Accommodation in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Accommodation is left in the same state of order and cleanliness in which it was found. LovetoEscape.com hereby intimates on behalf of the Accommodation Provider that the Accommodation Provider reserves the right to levy an additional charge

for any extra cleaning required to remediate the Accommodation after the Holidaymaker's occupancy (including, but not limited to, circumstances where guests have contravened the Accommodation Provider's request for the Accommodation to remain smoke free. For the avoidance of doubt, any additional charge shall be intimated directly by the Accommodation Provider to the Holidaymaker and LovetoEscape.com shall not be involved in any such discussions or in handling or refunding any such additional charge;

- 7.6.6 report as soon as possible to the Accommodation Provider (or his representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Accommodation Provider with the cost of replacement. The Accommodation Provider reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;
- 7.6.7 to refrain from bringing dogs onto the Accommodation unless dogs are specifically permitted by the Accommodation Provider. Where dogs are permitted by the Accommodation Provider, the Holidaymaker is responsible and hereby undertakes to keep them under strict control at all times, to clean up after them, and to accept liability for any damage caused by them to the Accommodation. The Holidaymaker further acknowledges that dogs are not to be left alone at any time in or near the Accommodation, unless specifically agreed with the Accommodation Provider;
- 7.6.8 to arrive on the arrival day and to vacate the Accommodation. on the day of departure at the time stated in the Booking Confirmation (or as otherwise agreed with the Accommodation Provider);
- 7.6.9 not (without the express permission of the Accommodation Provider) allow any person other than guests booked and staying in the Accommodation for their holiday to use the facilities and amenities of the Accommodation; and
- 7.6.10 to notify all other members of the Holidaymaker's party of these undertakings.

8 **Intellectual Property Rights, Data Protection and Confidentiality**

- 9 All Intellectual Property Rights in or arising out of or in connection with the Services or the Booking Payment System shall be owned by LovetoEscape.com.
- 10 The Holidaymaker acknowledges that LovetoEscape.com is entitled to use personal data about the Holidaymaker (whether provided by the Accommodation Provider or by the Holidaymaker) in the way and for the purposes set out in LovetoEscape.com's Privacy Policy (as contained on its website at <http://www.lovetoescape.com/privacy.cfm>) as amended and updated from time to time (which Privacy Policy the Holidaymaker acknowledges having read and agreed to) or as otherwise permitted by law.

11 **Limitation of liability**

THE HOLIDAYMAKER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 11

- 11.1 Nothing in this Agreement shall limit or exclude LovetoEscape.com's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.
- 11.2 Subject to clause 11.1:

- 11.2.1 LovetoEscape.com shall under no circumstances whatever be liable to the Holidaymaker, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and
- 11.2.2 the Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Accommodation entirely at their own risk.
- 11.3 No representative, agent or sales person (whether employed by LovetoEscape.com or not):
- 11.3.1 has authority to vary, amend or waive any of this Agreement and no amendment or addition to any of this Agreement shall be deemed to have been accepted unless accepted in writing by a senior manager of LovetoEscape.com; and/or
- 11.3.2 has authority to make any verbal representations or provide additional information over and above information contained in LovetoEscape.com's brochures and website. LovetoEscape.com cannot accept responsibility and give no warranty in respect of information or representations not contained in this Agreement, LovetoEscape.com's brochures and/or LovetoEscape.com's website.
- 11.4 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement .
- 11.5 This clause 11 shall survive termination of the Agreement .

12 **Consequence of Cancellations**

- 12.1 The Holidaymaker should notify LovetoEscape.com immediately in writing if the Holidaymaker wishes to cancel the Booking and in any event within 7 working days of the date the Booking was made. The cancellation only takes effect when LovetoEscape.com has received written confirmation from the Holidaymaker of the cancellation. If the Booking is cancelled more than 7 working days after the date the Booking was made, the Holidaymaker acknowledges that the Holidaymaker shall not be entitled to reimbursement of the Accommodation Fee (including but not limited to the Initial Payment). In such instances where the Holidaymaker is not entitled to a refund of the Accommodation Fee, the Holidaymaker should consult their insurance provider to establish whether Insurance Cover is provided.
- 12.2 In the event of LovetoEscape.com being unable to arrange the holiday accommodation requested by the Holidaymaker after the Holidaymaker has paid part of the Accommodation Fee, or if the Accommodation Provider informs LovetoEscape.com that the Accommodation has become unavailable, LovetoEscape.com will, in its sole discretion, endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a suitable alternative location. If no alternative suitable accommodation is available, where less than 7 working days has passed since the Booking was made, LovetoEscape.com shall refund all monies paid by the Holidaymaker as part of the Accommodation Fee to the Holidaymaker. Where more than 7 working days has passed since the Booking was made, the Holidaymaker should contact the Accommodation Provider directly regarding a refund of the Accommodation Fee (to the extent that it has been paid). In such circumstances, the Holidaymaker should also consult their insurance provider to establish whether Insurance Cover is provided.

- 12.3 LovetoEscape.com is not liable for any additional costs associated with alternative accommodation provided in terms of clause 12.1, which must be paid by the Holidaymaker.
- 13 In the event of LovetoEscape.com having to refund monies to a Holidaymaker due to a credit card chargeback whilst a dispute is on-going between the Holidaymaker and the Accommodation Provider, the Holidaymaker acknowledges that the Holidaymaker may be required to refund such monies to the Accommodation Provider directly depending on the outcome of the dispute.
- 14 The Holidaymaker further acknowledges that LovetoEscape.com will not participate in any discussions pursuant to any dispute between the Accommodation Provider and the Holidaymaker. The Holidaymaker hereby acknowledges that LovetoEscape.com is a booking agent only and agrees that the Accommodation Provider has sole responsibility for all claims made by any Holidaymaker in relation to or in connection with the Accommodation or any other service(s) the Accommodation Provider has contracted to provide to the Holidaymaker. In such circumstances, the Holidaymaker should also consult their insurance provider to establish whether Insurance Cover is provided.
- 15 **Termination**
- 15.1 Without limiting its other rights or remedies, LovetoEscape.com may terminate the Agreement with immediate effect by giving written notice to the Holidaymaker if:
- 15.1.1 the Holidaymaker commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 7 working days of that party being notified in writing of the breach;
 - 15.1.2 the Holidaymaker is the subject of a bankruptcy petition or order;
 - 15.1.3 the Holidaymaker dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
 - 15.1.4 the Holidaymaker fails to pay any amount due under this Agreement on the due date for final payment; or
 - 15.1.5 the Holidaymaker enters any information or material into the Booking Payment System which in the reasonable opinion of LovetoEscape.com is or may be in breach of copyright or subject to complaint by another party or on any basis is or may be fraudulent, offensive or misleading.
- 15.2 Without limiting its other rights or remedies, each party shall have the right to terminate the Agreement by giving the other party 4 week's written notice.
- 16 **Consequence of Termination**
- On termination of the Agreement for any reason:
- 16.1 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
 - 16.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 17 In the event of termination by either party the Holidaymaker's access to the Booking Payment System will be terminated and will cease.

18 In such cases where a confirmed but yet to be performed Booking is in existence at the time of termination, LovetoEscape.com shall remit the Accommodation Fee (to the extent that this has been paid, but excluding the non-refundable Initial Payment) received from the Holidaymakers for such a Booking back to the Holidaymaker to the extent that such funds remain in the Client Account. Where such funds have been passed to the Accommodation Provider, the Holidaymaker should contact the Accommodation Provider directly regarding a refund of the Accommodation Fee (to the extent that it has been paid). In such circumstances, the Holidaymaker should also consult their insurance provider to establish whether Insurance Cover is provided.

19 **Insurance**

20 When the Holidaymaker makes a Booking, LovetoEscape.com will quote a price inclusive of the Accommodation Fee and holiday insurance cover ("Insurance Cover") and will arrange Insurance Cover on the Holidaymaker's behalf. This Insurance Cover is arranged through J.L. Morris Insurance Brokers, Registered in England No. 1012552. Registered Office: Manor House, 1 Macaulay Road, Broadstone, BH18 8AS, Authorised and Regulated by the Financial Conduct Authority. Firm Register Number 306499. The Insurance page of www.LovetoEscape.com contains more details of the Insurance Cover and a sample policy. If the Holidaymaker does not wish insurance to be arranged by LovetoEscape.com, the insurance premium will be deducted from the quotation. To minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday

21 **Complaints**

21.1 In the unlikely event the Holidaymaker has cause for dissatisfaction with the Accommodation, the Holidaymaker undertakes to contact the Accommodation Provider directly and as soon as possible.

21.2 Upon receipt of details of a complaint from a Holidaymaker regarding Accommodation or the Accommodation Provider, LovetoEscape.com may (in its absolute discretion) liaise with the Holidaymaker and the Accommodation Provider and attempt to resolve the outstanding complaint but the Holidaymaker's principal recourse will remain the Accommodation Provider.

21.3 This clause 21 is without prejudice to any cause of action the Holidaymaker may have against the Accommodation Provider.

22 **General**

22.1 **Force majeure:**

22.1.1 For the purposes of this Agreement, a "**Force Majeure Event**" means an event beyond the reasonable control of LovetoEscape.com including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of LovetoEscape.com or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

22.1.2 LovetoEscape.com shall not be liable to the Holidaymaker as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

22.1.3 If the Force Majeure Event prevents LovetoEscape.com from providing any of the Services for more than 4 weeks, LovetoEscape.com shall, without limiting its other rights or remedies, have the right to terminate

this Agreement immediately by giving written notice to the Holidaymaker.

22.1.4 In the event of the Accommodation becoming unavailable due to a Force Majeure Event, LovetoEscape.com will endeavour to provide the Holidaymaker with suitable alternative accommodation or will refund all monies paid or a proportion in the case of curtailment. The Holidaymaker hereby acknowledges that LovetoEscape.com will not be liable to pay any compensation or expenses as a consequence of such an event. In such circumstances, the Holidaymaker should consult their insurance provider to establish whether Insurance Cover is provided, failing which the Holidaymaker should contact the Accommodation Provider directly to obtain a refund of the Accommodation Fee (to the extent that it has been paid).

22.2 Assignment and subcontracting:

22.2.1 LovetoEscape.com may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

22.2.2 The Holidaymaker shall not, without the prior written consent of LovetoEscape.com, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement .

22.3 Notices:

22.3.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by email to the email address nominated by the recipient where the sending party has obtained a read receipt, prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

22.3.2 Any notice or other communication shall be deemed to have been duly received if emailed where the sending party has obtained a read receipt, delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next working day after transmission.

22.3.3 This clause 22.3 shall not apply to the service of any proceedings or other documents in any legal action.

22.4 Waiver:

22.4.1 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22.4.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

22.5 **Severance:**

22.5.1 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

22.5.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22.6 **No partnership**

22.7 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

22.8 **Third parties**

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

22.9 **Variation**

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by LovetoEscape.com.

22.10 **Entire agreement**

The Agreement constitutes the entire agreement between the parties. The Holidaymaker acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of LovetoEscape.com which is not set out in the Agreement.

22.11 Any samples, drawings, descriptive matter or advertising issued by LovetoEscape.com, and any descriptions or illustrations contained in LovetoEscape.com's catalogues, brochures, or online advertisements are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

22.12 This Agreement apply to the Agreement to the exclusion of any other terms that the Holidaymaker seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

22.13 In the event of any conflict between the provisions of this Agreement and a provision in any other document provided by the Accommodation Provider directly to a Holidaymaker (including, without limitation, any terms and conditions of use of the Accommodation), the relevant provisions of this Agreement shall prevail and the other provision shall only apply subject to such changes as may be necessary to give the prevailing provision full effect.

22.14 **Governing law and jurisdiction**

This Agreement , and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scottish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.