

## General Terms of Use

### SECTION 1

Whether you are a property owner or advertiser on our site (an "Advertiser") placing advertisements on [www.newholidays.co.uk](http://www.newholidays.co.uk) ("our site") or a person using our site other than to advertise (a "Holidaymaker"), by accessing or using our site you agree to be bound by these terms and conditions ("Terms of Use") in relation to both Advertisers and Holidaymakers use of our site.

Information about us

Our site is operated by NEW HOLIDAYS LONDON LIMITED, trading as [www.newholidays.co.uk](http://www.newholidays.co.uk) ("we", "us", "our"). We are registered in England and Wales under company number 07444957 and have our registered office at:

10TH FLOOR K & B ACCOUNTANCY GROUP  
ONE CANADA SQUARE CANARY WHARF  
LONDON  
ENGLAND  
E14 5AA

We are the data controller for the purpose of the Data Protection Act 1998 and we will be bound by the Privacy Policy in relation to the storage and use of your personal data.

Material on our site

All copyright, database rights, trade marks and design rights in our site and in the material published on it belong to us, our licensors or our Advertisers.

You may download material from our site for the sole purpose of using our site, but you must not copy, transmit, modify, republish, save, pass off or link to any content or material on our site without our prior written consent.

You may forward material from our site to third parties by using the 'Send to Friend' tool. By using this tool you confirm that you have obtained prior consent to receiving material from our site from any third parties to whom you send material.

Anyone shall not use our site for any marketing or advertising purposes which are not permitted by us. Any such use of our site shall, in our discretion, result in us refusing to list any services and/or discontinuing the ability of the person infringing this provision from using our site.

Claims

Any contract for the rental of any property or any services (incl. vouchers, dental services, excursions, beauty treatments) listed on our site is directly between an Advertiser and a Holidaymaker and we are not a party to that contract.

In recognition of this, you acknowledge that any claim you may have that is in any way connected with a dispute you have with an Advertiser on our site must be brought directly against that Advertiser and not against us.

We may provide an online payment platform, giving you the ability to make online payments to us via PayPal, credit card, debit card or other payment options. We may change or withdraw such platform at any time without notice in our sole discretion.

In particular, we are not responsible for any decision taken by PayPal or another provider to decline your payment, based on its risk assessment of you or that transaction. You shall not hold us liable for any losses you suffer as a result of making an online payment to us. If you need customer support in relation to an online payment, you should contact PayPal or your bank or credit card provider (as applicable).

You agree to indemnify and keep us indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by us arising out of or in connection with your use of our online payment platform to make payments to us, in particular any claims from PayPal or other payment solution providers resulting from your actions or omissions.

#### Reporting Inappropriate Content

If you consider any of the content of any videos, photographs or any other material posted on our site by any Advertiser to be offensive, discriminatory, defamatory or libelous or otherwise inappropriate ("Inappropriate Content"), please notify us of such content by sending us details of the content you consider to be inappropriate and the reason why you consider such content to be inappropriate.

Upon receipt of notification that any content is considered to be inappropriate, we will review such content and shall decide whether to remove such content from our site.

Please send details of any content which you consider to be Inappropriate Content to us: By email to: [info@newholidays.co.uk](mailto:info@newholidays.co.uk)

By post to: Holiday Lettings Ltd., 2nd Floor, Barclay House, 242-254 Banbury Road, Oxford, OX2 7BY, United Kingdom

#### Copyright Complaint Policy - Infringement Notification:

If you believe in good faith that materials hosted on our site infringe your copyright, please provide the written information requested below. The procedure outlined below is exclusively for notifying us that your copyrighted material has been infringed.

Please provide the following information in the following format (including Section Numbers):

- a. A clear identification of the copyrighted work you claim was infringed.
- b. a clear identification of the material you claim is infringing the copyrighted work, and information that will allow us to locate that material on our site, such as a link to the infringing material;

- c. your contact information so that we can reply to your complaint, preferably including an email address and telephone number;
- d. include the following statement: "I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law.";
- e. include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed."; and
- f. the notice must be signed by the person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claims of copyright infringement on our site should be emailed or mailed to our copyright agent:

- [info@newholidays.co.uk](mailto:info@newholidays.co.uk)

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please note that you may be liable for damages (including costs and attorney's fees) if you make a false claim of copyright infringement.

We will review and address all notices that comply with the requirements above. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion Advertisers or Holidaymakers access to our site who are deemed to be repeat infringers. We may also at our sole discretion limit access to our site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Interruptions in our service

Whilst we take every care to maintain the continuity of our site, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any on-going obligation or responsibility to operate our site or any particular part of it.

Links from our site

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

No partnership or joint venture

Nothing in these Terms of Use or in your use of our site creates, or is intended to establish, any partnership or joint venture between us.

## Law and jurisdiction

These Terms of Use are governed by law of England and Wales, and the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site (although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country).

You agree to comply with all applicable laws, statutes and regulations concerning your use of our site. Each and every booking carried out on, or as a result of use of, our site is deemed to be completed within the United Kingdom and therefore shall be governed by and interpreted in accordance with the law of England and Wales.

Events beyond our control

We will not be in breach of these Terms of Use, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## Entire Agreement

These Terms of Use shall contain all the terms agreed between you and us regarding the use and provision of our site and shall supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing in connection with the use and/or provision of our site. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written between you and us unless expressly stated in these Terms of Use. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Use (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in these Terms of Use.

## No Third Party Rights

Nothing in these Terms of Use are intended for the benefit of any third party, and the parties do not intend that any term of these Terms of Use should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## Invalidity

If a provision of these Terms of Use (or part of any provision) is found illegal, invalid or unenforceable, the enforceability of any other part of these Terms of Use will not be affected. Variations

We may revise these Terms of Use at any time by amending this page or by publishing notices elsewhere on our site.

## Notices

Any notices that you wish to send us should be emailed to [info@newholidays.co.uk](mailto:info@newholidays.co.uk) . Any notices that we may wish to draw to your attention to will be displayed on our site or through our newsletter communications.

## SECTION 2

Whether you are a property owner or agent for property owners (an "Advertiser") placing advertisements on [www.newholidays.co.uk](http://www.newholidays.co.uk) ("our site") or a person using our site other than to advertise holiday homes (a "Holidaymaker"), by accessing or using our site you agree to be bound by these terms and conditions ("Terms of Use") in relation to both Advertisers and Holidaymakers use of our site.

Please read the Terms of Use thoroughly before using our site. By using our site, you indicate that you accept the Terms of Use. Please do not use our site if you do not agree to the Terms of Use. We are an advertising service for Advertisers and an accommodation search facility for Holidaymakers. We do not own, inspect or provide content for any of the properties advertised on our site.

However, although we may provide the photograph or video, we do not warrant that we have conducted any inspection of the property. Advertiser shall be responsible for ensuring that it has all necessary rights, licences and authorisations to rent property.

Except in relation to adverts allowing online booking where we may act as an agent in order to facilitate to enable transactions between Advertiser and Holidaymaker, we have absolutely no involvement in the booking process or transaction. We make no claims as to the quality, safety or legality of any of the properties advertised. Neither can we confirm the accuracy of the advertisements or their content. It is the sole responsibility of the Advertiser to be eligible to rent the property and the sole responsibility of the Holidaymaker to pay for the rental

Advertisers, Holidaymakers or any other person shall not use our site for any marketing or advertising purposes which are not permitted by us. Any such use of our site shall, in our discretion, result in us refusing to list any property and/or discontinuing the ability of the person infringing this provision from using our site.

Your safety

Consideration should always be given to the nature of advertisements and contracts transacted on the Internet, and the risks involved. Direct contact between Advertisers and Holidaymakers in relation to a booking may not occur and so you must therefore proceed with care and judgement when using our site.

Claims

Any contract for the rental of any property listed on our site is directly between an Advertiser and a Holidaymaker (each a "Booking Contract") and we are not a party to that contract.

Our limitation of liability and responsibility

We act merely as an advertising service through which Advertisers can advertise properties to Holidaymakers. We do not own nor have we inspected nor do we have any control whatsoever over any property listed on our site and we make no representations or warranties regarding any of the properties.

While we require Advertisers to advertise properties truthfully, fairly and accurately, and we take reasonable steps to remove advertisements from our site following any complaint from a Holidaymaker or another Advertiser, we have no control over the accuracy of any advertisement or the capacity of any Advertiser to make a booking with a Holidaymaker.

As such, we disclaim all liability and responsibility for any loss or damage (including personal injury) suffered or incurred by you or another party arising from:

- a. any reliance by any user of our site, or by anyone who may be informed of any of its contents, placed on any advertisement, commentary and other materials posted on our site by Advertisers, or any error or mistake or inaccuracy contained in any statement, description, representation or other information made about or in connection with a property listed on our site;
- b. the act or omission of the Advertiser or any failure of the Advertiser to perform or comply with any of the terms of the contract between the Advertiser and you, including a failure to provide the property on the requested date (whether due to a double-booking or otherwise), or a failure to provide the property in the condition or with the amenities that such property was advertised on our site;
- c. any loss of or damage to personal possessions at a property; or
- d. any incident or occurrence which takes place at a property.

Although we will do our best to prevent intentional misuse of our site and the dissemination of harmful programs via our site, we will not be liable for any loss or damage caused by any intentional misuse of our site or the distribution of 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 site.

If we are in breach of these terms or otherwise liable to you (including, without limitation, for our negligence), we will only be responsible for any direct damages or losses you incur that result from your use of our site up to the value of the fees (if any) that you have paid to us. We shall not be liable for any indirect losses or damages suffered by you. Our liability to you shall not in any event include business losses (which includes without limitation loss or corruption of data, loss of profits or contracts, loss of revenue, loss of anticipated savings in expenditure, or business interruption) as a result of our breach of contract or negligence or otherwise.

This does not affect our liability for fraudulent misrepresentation or if something we do negligently causes death or personal injury, nor any other liability which cannot be excluded or limited under applicable law.

#### Advertiser Agreement

This document informs you of the additional terms and conditions on which you may make use of [www.newholidays.co.uk](http://www.newholidays.co.uk) ("our site") as a property owner or agent (an "Advertiser")

placing advertisements on our site. If there is an inconsistency between any of the provisions of these additional terms and conditions ("User Agreement") and the Terms of Use, the provisions of the User Agreement shall prevail.

Please read the User Agreement thoroughly before using our site. By advertising on our site, you indicate that you accept the User Agreement.

#### Information about us

Our site is operated by NEW HOLIDAYS LONDON LIMITED, trading as [www.newholidays.co.uk](http://www.newholidays.co.uk) ("we", "us"). We are registered in England and Wales under company number 07444957 and have our registered office at 10TH FLOOR K & B ACCOUNTANCY GROUP

ONE CANADA SQUARE CANARY WHARF  
LONDON  
ENGLAND  
E14 5AA.

We are the data controller for the purpose of the Data Protection Act 1998.

We are an advertising service for Advertisers and an accommodation search facility for other users of our site ("Holidaymakers"). We have absolutely no involvement in the booking process or transaction, although we may provide tools to enable the transaction between Advertiser and Holidaymaker. It is the sole responsibility of the Advertiser to be eligible to rent the property and the sole responsibility of the Holidaymaker to pay for the rental.

#### Rules for advertising

By advertising on our site and by providing information to us, you agree to the following:

- Eligibility to advertise

That we may undertake a search with Experian for the purposes of verifying your identity. To do so, Experian may check the details you supply against any particulars on any database (public or otherwise), to which they have access. They may also use your details in the future to assist other companies, for verification purposes. A record of the search will be retained.

To provide us proof of personal identification, proof of ownership of the property advertised on our site, and proof of authority to list, to offer for rent and to rent the property, upon our request. That you will not wrongfully withhold a deposit or fail to give a refund in accordance with the underlying rental agreement.

That you will not wrongfully deny access to the advertised property.

- Advertising content

Prior to activation of an advertisement all content that you submit (with the express exception of any video content) is subject to our approval. As part of that process and in an ongoing capacity we reserve the right to review and amend content and photographs you supply. We do not vet or review any video content that you post to our site. All video content and photographs that you submit to the site must comply with the Video and Photograph Content Requirements. You are solely responsible

for the content of any material (including video content and photographs) that you submit to the site. We will not be responsible or liable to any third party, for any content or the accuracy of any content or material which you upload to our site or for any information you provide to us or any user or our site.

You agree that you will accurately describe and present the property and will disclose any material defects.

You agree that any photographs, videos and/or any other content or material that you submit to the site for the purpose of advertising a holiday home ("Advertiser Content") must not contain any of the following:

- o any nudity, lewd gestures or any other material that is threatening, offensive, violent, pornographic, obscene, hateful, discriminatory or that could encourage the commission of a criminal offence;
- o any material that is defamatory or libelous;
- o any material which infringes the copyright or other intellectual property rights of a third party, or which breaches any privacy rights of a third party;
- o inaccurate or false information about the holiday home; or
- o any other material which is considered to be inappropriate,

together referred to as "Inappropriate Content".

From time to time, we may offer a special photography service for Advertisers. If you request such service from us and we agree to perform it, we will arrange for a photographer to visit your property(ies) to take photos and/or video to enhance your advertisement(s) on the site. You agree that we will own any and all intellectual property rights in the photos and/or video and that you will not receive copies of or any license to use the photos/videos. In addition, you agree not to hold us responsible for loss, damage, harm or other liability of any kind arising from (a) any act or omissions by the photographer while visiting your property and (b) the photos/videos taken by the photographer.

In respect of any Advertiser Content you submit to the site, you will retain the intellectual property rights in such Advertiser Content. By submitting Advertiser Content to our site, you hereby grant to us, our sub-licensees and assignees, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to other users of our site, prepare derivative works of and to display the Advertiser Content by any medium or method whether now known or later developed for the purpose of providing the services via our site and for promoting our services, including the right to assign, sub-license or transfer the whole or any part of these rights to a third party. You agree to waive any moral rights or similar rights that you have in the Advertiser Content whether such rights arise pursuant to the Copyright, Designs and Patents Act 1988 or equivalent legislation anywhere in the world.

We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or to locate anyone posting any Inappropriate Content or other similar material onto our site.



You warrant and agree that:

- o you own or have the necessary licences, rights and consents in writing in and to any Advertiser Content that you submit to our site and you will provide to us evidence of all such licences, rights, consents and permissions if we so request; and
- o the Advertiser Content is your own original work and has not been copied wholly or substantially from a third party;
- o the Advertiser Content is accurate, complete and true;
- o the Advertiser Content complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority; and
- o the Advertiser Content does not contain any Inappropriate Content.

You agree to indemnify and keep us indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by us arising out of or in connection with any one of the following:

- o any failure by you to obtain the necessary licences, rights and consents in and to any Advertiser Content that you submit to our site;
- o any claim by a user or any third party in connection with or resulting from the Advertiser Content, including any claim that the Advertiser Content infringes the intellectual property or other proprietary rights of a third party;
- o the inclusion of any Inappropriate Content in any Advertiser Content.

We reserve the right to remove from our site without notice and at our sole discretion:

- o any Advertiser Content which we consider to contain Inappropriate Content; and/or
- o any Advertiser Content in respect of which we have received notification that such content infringes, or may infringe, the intellectual property rights or privacy rights of a third party or breaches a duty of confidentiality to a third party.

- Multiple properties

That a property advertisement on our site pertains to one holiday home, not multiple homes, nor an example of properties in a certain region. Only one self-contained holiday home should be represented in an advertisement unless prior permission has been given by us. We reserve the right to amend any property adverts not adhering to this policy.

- Exchanging properties

A property advertisement on our site relates to a specific property, and this property must not be substituted for another by way of changes to the text and photographs unless prior

permission has been given to the Advertiser. If an Advertiser is found to have changed the property being described, we reserve the right to suspend the advert in question.

- Rental rates table accuracy and updating

It is a requirement of your advertising contract with us that your rental rates table accurately reflects the available and current prices for the advertised property. Rental rates should be based on the price per week (seven nights); nightly rates for midweek and weekends can be entered separately in the column provided. Rental rates must be representative of your maximum occupancy; up to two additional rental rates tables can be included to reflect rates for smaller group sizes. We recommend that you have a minimum of six months' data in your rental rates tables in order to facilitate advance holidaymaker searches.

We reserve the right to request accurate updating of rental rates tables from advertisers. Failure to act on such requests, continued failure to accurately reflect available pricing, or sustained complaints from holidaymakers about misleading advertised pricing will result in termination of advertising, without refund.

- Termination of an advertisement

- o If we receive substantiated complaints from any number of site users about a specific advertisement misrepresenting the property, or its surroundings, or the inappropriate behaviour of an Advertiser, then we reserve the right to remove the advertisement without notice, and retain payment;
- o If an Advertiser attempts to enter unsuitable material into the online database, or persistently misuses the online systems, we reserve the right to remove the associated advertisement from our site. Full payment will be retained;
- o We reserve the right to refuse or remove any advertisement from our site that we consider unsuitable, incomplete or misleading, or which we consider to contain Inappropriate Content, and will not be liable for any expense in so doing;
- o We reserve the right to refuse any advertisement from our site where the content fails to meet our minimum requirements;
- o If an Advertiser wishes to have their advertisement removed from our site before the end of their subscription, this will be done as soon as we receive formal notice from the Advertiser by email or using the 'Contact Us' page, quoting their Advertiser ID or home number. No refunds will be given;
- o If an Advertiser is in breach of these terms we may remove the advertisement from our site without notice and without refund.

- Contactability

In the interest of maintaining a high level of service to Holidaymakers using our site, we require all Advertisers to be available to respond to enquiries by telephone or email. Should Advertisers be unavailable for a period of more than 1 week, we ask them to leave an answerphone message to that effect or to set up an out of office response on their email account. If neither of these options is viable, we ask that Advertisers contact us so we can

temporarily suspend their advert. We reserve the right to suspend adverts of Advertisers who are unreachable for more than one week. In this instance we will send messages by telephone and email asking for the Advertiser to request re-activation upon their return.

- Guestbooks and reviews

All entries in the guestbook must be genuine comments from your guests. We reserve the right to request the email address of the guests whose comments are included for the purposes of verification. Should we decide to include guest reviews on the website, the same rules will apply.

- External links

We reserve the right to remove from advertisements both email addresses and links to external websites which either do not conform to the guidelines provided, or which we feel are not appropriate, or act against the interests of us or our Advertisers. The ultimate responsibility and authority for determining the aforementioned rests solely with us. Should an Advertiser add a link or email address without consent, re-add a link or email address after its removal or remove reciprocated links from their website, we reserve the right to cancel their advertising without refund. Payment of Fees to Holiday Lettings

- Payment

No Advertisements will be activated without payment.

If payment is being made by credit or debit card this can be processed online by TBC, our online card payment provider.

If you are sending a cheque please address it to: TBC

For payments made to us by bank transfer and/or in a foreign currency, an admin fee of £10 will be applied in order to cover the bank charges incurred.

Advertisements can be paid for on an annual basis. No 'cooling off period' applies beyond the first year or first quarter of advertising.

Once an Advertiser has paid for an Advertisement, it is the Advertiser's responsibility to ensure that it meets the 'Rules for advertising' (set out above), in order to enable NEW HOLIDAYS LONDON LIMITED to activate the Advertisement. Unless the terms and conditions of a specific campaign or offer state otherwise or unless NEW HOLIDAYS LONDON LIMITED expressly agrees otherwise, if the Advertisement has not been activated within 12 months after the payment date, due to the Advertiser's persistent failure to meet the 'Rules for advertising' or because the Advertiser decides that it does not wish the Advertisement to be activated, the Advertiser's right to have the Advertisement activated will automatically expire. NEW HOLIDAYS LONDON LIMITED shall no longer be under any obligation to display the Advertisement on the site and the Advertiser shall not be entitled to any payment refund.

- VAT

Our services fall within Schedule 5 of the VAT Act 1994 and therefore the Advertiser is required to account for any VAT (or equivalent) due in their own member state/country.

- o We are legally required to charge VAT on our fees at 20% to Advertisers who are either resident in England and Wales or who are private individuals resident in the EU.
- o If you are an Advertiser resident outside the EU, VAT will not be charged as our services are outside the scope of UK VAT when provided to you.
- o If you are an EU resident Advertiser (except in the UK) and if you confirm that you are "in business", we will not charge UK VAT on our fees.
- o "In business", for this purpose, means that you rent property on a regular basis to generate income.

- EU residents (except UK)

By confirming you are "in business" you may be required to account for VAT on our fees in your local jurisdiction. Residency is interpreted for VAT purposes as the country where the individual has set up home and is in employment.

- Refund policy

We provide an advertising service rather than a physical product. We offer a 'cooling off period' of seven working days wherein an Advertiser may cancel the requested advertising; you will need to email us stating your Advertiser ID and the home number. The 'cooling off period' applies to the initial advertising period only; it cannot be applied beyond the first year or first quarter of advertising.

- Changes to pricing and conditions

We reserve the right to change the rates and conditions without notice. Any new rates will be applicable immediately for all new advertisements and renewals for both new and existing Advertisers.

#### Receiving payments from Holidaymakers

No Advertiser should request payment from a Holidaymaker via an instant cash wire transfer system such as Western Union or MoneyGram transfer. Neither may you request payment by cash sent by post. Such actions may result in immediate termination of your advertising. Payment should be accepted via credit card, cheque, bank transfer or PayPal.

Where you use PayPal or another payment solution, PayPal/the other provider may charge you fees for the use of their services and such fees may be subject to change.

We are not responsible for the provision of the PayPal services or any other third party payment solutions. In particular, we are not responsible for any decision taken by PayPal or another provider to decline a Holidaymaker's payment, based on its risk assessment of that Holidaymaker. You shall not hold us liable for any losses you suffer as a result of using such services or solutions. If you need customer support in relation to an online payment service, you should contact the relevant provider for assistance.

We are not party to your transactions with Holidaymakers and are not responsible for ensuring that Holidaymakers make payments to you via the payment platform. We also are not responsible for chargebacks, refunds or any disputes between you and Holidaymakers.

Please note that all Advertisers, whether they are in business or not, are responsible for charging and accounting to the relevant authorities for taxes (including, where relevant, VAT or other sales taxes) on the rental payments they receive from Holidaymakers. We can display tax information on your advertisements for you, but only if you have told us that you are a registered business and confirmed the correct percentage of tax (and in the proper amounts) that you are required to charge.

You agree to indemnify and keep us indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by us arising out of or in connection with your use of PayPal or other payment solutions to receive online payments, in particular any claims from PayPal, other payment solution providers or Holidaymakers, and for any liabilities arising from any for any incorrect tax calculations or submissions.

We may suspend or terminate your access to our online payment platform, with or without notice, if you breach this User Agreement, we think you are misusing the platform or we receive complaints from Holidaymakers about their transactions or dealings with you, or for any other reason, in our sole commercially reasonable discretion.

Intellectual Property

All copyright, database rights, trade marks and design rights ("Intellectual Property") in our site and in the material published on it belong to us, our licensors or our Advertisers.

You may download material from our site for the sole purpose of using our site, but you must not copy, transmit, modify, republish, save, pass off or link to any content or material on our site without our prior written consent.

Your safety

Consideration should always be given to the nature of advertisements and contracts transacted on the Internet, and the risks involved. Although we encourage Advertisers and Holidaymakers to make

direct contact with each other, you may never meet or directly speak to an Advertiser or a Holidaymaker, and you must therefore proceed with care and judgement when using our site. Claims and indemnity

Your contract for the rental of any property you list on our site is directly with the user of our site and we are not a party to that contract.

In recognition of this, you acknowledge that any claim you may have that is in any way connected with a dispute you have with a user of our site must be brought directly against that user and not against us.

You also agree to compensate us for any claims, actions, costs, expenses (including but not limited to legal costs and disbursements), losses or damages suffered or incurred by us as a

result of any claim made against us by a user of our site or any other third party as a result of or in relation to your dealings with users of our site, including:

- any error, mistake or inaccuracy, or misleading or fraudulent representation, contained in any statement, description, representation or other information made about or in connection with a property advertised by you on our site;
- any act or omission by you or third parties on your behalf or any failure by you to comply with any of the terms of the contract between you and the user;
- any loss of or damage to personal possessions at a property;
- any incident or occurrence which takes place at a property, including any personal injury suffered by a user or any other person whilst at the property or as a result of your negligence. Our liability and responsibility

We act merely as an advertising service through which you can advertise properties to users of our site and we make no representations or warranties regarding the capacity of any user of our site to make a booking with you.

To the extent permitted by law, we 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; and
- Any loss or damage suffered or incurred by you as a result of:
  - o the act or omission of any user of our site or any failure of the user to perform or comply with any of the terms of the contract between you and the user, including a failure to pay any sums required under the contract;
  - o any damage to the property or loss of or damage to items contained therein; or
  - o any incident or occurrence which takes place at the property;
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation:
  - o any liability for loss of income or revenue;
  - o loss of business;
  - o loss of profits or contracts;
  - o loss of anticipated savings;
  - o loss of data;
  - o loss of goodwill;
  - o wasted management or office time; and
  - o for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### Interruptions in our service

Whilst we take every care to maintain the continuity of our site, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate our site or any particular part of it.

#### Links from our site

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

#### No partnership or agency

Nothing in these Terms of Use or in your use of our site creates, or is intended to establish, any partnership, joint venture or agency between us.

#### Law and jurisdiction

These Terms of Use are governed by law of England and Wales, and the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site (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).

You agree to comply with all applicable laws, statutes and regulations concerning your use of our site. Each and every booking carried out on, or as a result of use of, the website is deemed to be completed within the United Kingdom and therefore shall be governed by and interpreted in accordance with the law of England and Wales.

#### Events beyond our control

We will not be in breach of these Terms of Use, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

#### Invalidity

If a provision of these Terms of Use (or part of any provision) is found illegal, invalid or unenforceable, the enforceability of any other part of these Terms of Use will not be affected. Variations

We may revise these Terms of Use at any time by amending this page or by publishing notices elsewhere on our site.

#### Notices

Any notices that you wish to send us should be emailed to [info@newholidays.co.uk](mailto:info@newholidays.co.uk). Any notices that we may wish to draw to your attention to will be displayed on our site or through our newsletter communications.

## Privacy

This document sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. By using our site, you indicate that you accept this privacy policy. Please do not use our site if you do not agree to this privacy policy.

Holiday NEW HOLIDAYS LONDON LIMITED ("we", "us") is registered in England and Wales, Company registration number: 07444957. Our registered office is: 10TH FLOOR K & B ACCOUNTANCY GROUP

ONE CANADA SQUARE CANARY WHARF

LONDON  
ENGLAND

E14 5AA

. We are registered under the Data Protection Act 1998, number Z914623X. We treat the personal information of site users with the utmost respect and confidentiality and take reasonable steps to ensure that your personal information is stored securely and accurately. If you have any queries or comments about the policy or our use of your personal information, please get in touch with us by emailing us at [info@newholidays.co.uk](mailto:info@newholidays.co.uk) .

In general, we use the information we collect about you to help our Advertisers provide accommodation solutions to users of our site, provide information services to relevant third parties, improve the features and services we offer and support our own marketing and promotion efforts.

When you visit, register or use the services on our site, you may be asked to provide certain information about yourself, including your name and your contact details. Advertisers can update their information and change settings on their 'Your Account' page once signed in. We may collect information about your use of our site as well as information about you from the emails or letters sent to you. We may collect information about your property and the type of property you wish to rent. Where you use PayPal or another payment solution, you agree that we may share data about you with PayPal/the other provider and vice versa in order to facilitate or assess your use of the online payment platform or for other internal purposes. Such data may include details of enquiries, bookings, transactions, refunds, chargebacks or other claims or events relating to advertisements and/or payments. Where you request our special photography service for Advertisers, you agree that we may provide your contact information to our photographer for the purpose of scheduling a visit to your property.

Your information will enable us to provide you with access to all parts of our site and to supply the services and features that you have requested. We may aggregate the



information to identify patterns which we can use in our marketing and to help us develop, administer, support and improve our services and features.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to our site or our services. Further, where you have consented, we might also use your information to email you with details about any other products or services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please email us.

If you have consented on the shortlist section or the appropriate email form, we may provide any of the information we collect to carefully screened third parties to contact you regarding products or services that we think may be of interest to you. If you change your mind about being contacted by these third parties in the future, please email us.

Non-registered and registered users of our site can request we provide them with a copy of the personally identifiable information we hold via email. You may ask us to make any necessary changes to ensure that such information is accurate and kept up-to-date. We may charge a small administration fee to cover the data search, preparation and delivery.

Like many websites, we use "cookies" to enable us to personalise your visits to our site, simplify the signing-in procedure, keep track of your preferences and to track the usage of our site. Cookies are small pieces of information that are stored in the hard drive of your computer by your browser. Your browser will have the option to prevent websites using cookies (your browser's help screen or manual will tell you how to do this), but please note that this may reduce the functionality of our site and other websites.

Like all websites, our servers automatically record "log files" containing information about the volume and characteristics of our website traffic e.g. Internet Protocol (IP) address, numbers of pages viewed, length of time spent on site. We use log files to build pictures of how our site is used, which help us to monitor and improve the service. We cannot identify you from your log files alone. We follow strict security procedures to ensure that your personal information is not damaged, destroyed, or disclosed to a third party without your permission and to prevent unauthorised access to it. The computers that store the information are kept in a secure facility with restricted physical access and we use secure firewalls and other measures to restrict electronic access. The information we collect or record may be encrypted on back-up files and stored securely away from our offices. Only employees who need the information to perform a specific job are granted access to personally identifiable information. We will explicitly ask you when we need information to identify you. We may require you to co-operate with our security checks before we disclose information to you. Your information will not be transferred outside of the European Economic Area (incl. Croatia & Montenegro). We will retain your information for a reasonable period or for as long as is required by law.

We reserve the right to use and share information concerning our Advertisers, including your IP address, with law enforcement authorities and/or other companies in the same industry as NEW HOLIDAYS LONDON LIMITED Ltd for the purpose of fraud prevention and to disclose your information

to any new owner or partner should we enter into a sale/merger with another business entity. We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of England and Wales Companies Act 1985. We may use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post, telephone or email. If you do not want us to use your data in this way, or to pass your details onto third parties for marketing purposes, please let us know: [info@newholidays.co.uk](mailto:info@newholidays.co.uk). We may change our privacy policy from time to time as we add new services or in response to changes in the law or our commercial arrangements. Any changes to our policy will be posted on this page.

#### Call Recording and Monitoring

Please be aware that calls to and from NEW HOLIDAYS LONDON LIMITED may be recorded. We may use the call recordings to monitor our customer service for quality or compliance purposes, to check the accuracy of the information you provide us, or to provide training to our staff. We will retain the call recordings for as long as reasonably necessary to perform such activities and then delete them. Any personal information obtained from you during the call will be treated in accordance with the provisions of this Privacy Policy.

#### SECTION 3

Please read these Website General Terms of Use ("General Terms") carefully before using this website (the "Site"). Using the Site indicates that you accept these General Terms. If you do not accept these General Terms, do not use the Site.

If we change these General Terms, we will post the revised document here with. If we make significant changes to these General Terms, we may also notify you by other means such as sending an email or posting a notice on our home page.

#### Information about us

The Site is operated by NEW HOLIDAYS LONDON LIMITED ("we", "our", or "us"). We are registered in England and Wales under company number 07444957 and have our registered office at 10TH FLOOR

K & B ACCOUNTANCY GROUP  
ONE CANADA SQUARE CANARY WHARF  
LONDON  
ENGLAND  
E14 5AA

Whether you are an advertiser on our site (an "Advertiser") placing advertisements on [www.newholidays.co.uk](http://www.newholidays.co.uk) ("our site") or a person using our site other than to advertise (a "Holidaymaker"), by accessing or using our site you agree to be bound by these terms and conditions ("Terms of Use") in relation to both Advertisers and Holidaymakers use of our site.

You can contact us using the following email address: [info@newholidays.co.uk](mailto:info@newholidays.co.uk) Access to the site

We shall not be liable if for any reason the Site is unavailable at any time or for any period. From time to time, we may restrict access to all or some parts of the Site to users.

You must be 18 years old or older to use the Site.

You must not impersonate or try to impersonate another person;

We reserve the right to restrict or deny you access to all or some parts of the Site if, in our opinion, you have failed to comply with these General Terms.

Intellectual property and permitted use

We are the owner or licensee of all intellectual property rights in the Site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print and download extracts from the Site for personal non-commercial use on the following basis:

No documents or related graphics are modified in any way;

no graphics are used separately from accompanying text; and no copyright and trade mark notices are removed. You agree not to:

use the Site for commercial purposes without obtaining our prior written agreement;

copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any content of the Site except as permitted above.

Material submitted by you

Except for information that identifies you personally (e.g. your name, address, telephone number, email address and payment details), any material which you submit will be considered non-confidential and non-proprietary such that we shall have the right to use, copy, distribute and disclose it to third parties for any purpose.

You agree not to submit any material:

that is false, misleading, defamatory, discriminatory, threatening, offensive, abusive, likely to cause someone anxiety or distress, encourages violence or racial or religious hatred, blasphemous, pornographic, in breach of confidence, in breach of privacy; or

that infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material; or

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or

harmful data); or which encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful.

We are not obliged to use material submitted by you and we may remove from the Site and our database any of the material submitted by you at our sole discretion.

We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone submitting material in breach of clause 4.2.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials submitted by you.

#### Data protection and privacy

We use and process your personal information in accordance with our Privacy Policy. We hold a data protection registration and comply with the Data Protection Act 1998. Third party content and links

We are not liable or responsible for the third party content on the Site. Third party content includes, for example, comments posted by other users and display advertising.

Where the Site contain links to other sites and resources which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content of third party sites or resources.

#### Liability

The material contained on the Site is for information purposes only and does not constitute advice. You should carry out your own check in respect of any information on the Site and use your own judgment before doing or not doing anything on the basis of what you see. We give no warranties of any kind in relation to the materials on the Site.

We are not liable for:

any action you may take as a result of relying on any information/materials provided on the Site or for any loss or damage suffered by you as a result of you taking such action; or

any dealings you have with third parties and Advertisers (e.g. suppliers of goods or services or advertisers) that take place using or facilitated by the Site; or

any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site, or (ii) a breach by us of these General Terms.

We are not responsible if you cannot use the Site properly or at all because of any event outside our control (e.g. the performance of your or our internet service provider, your browser or the internet.)

The Site relies in part on software to work. Software has bugs. Whilst we monitor the Site and try to fix bugs promptly, we do not guarantee that the Site will be error free, available all the time and/or free from viruses.

Nothing in these General Terms affects any liability which we may have for death or personal injury arising from our negligence, fraud or any other liability which cannot be excluded or limited by law. Validity of these general terms

If any part or provision of these General Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

Applicable law and jurisdiction

These General Terms are governed by English law. The English courts shall have exclusive jurisdiction over any claim brought by you arising from, or related to, use of the Site and these General Terms. Claims

Any contract for the services listed on our site is directly between an Advertiser and a Holidaymaker (each a "Booking Contract") and we are not a party to that contract.

#### SECTION 4

We give you the opportunity to search for, find and contact medical services provided by healthcare providers (inc. providers of beauty treatments). [www.newholidays.co.uk](http://www.newholidays.co.uk) and the facilities, services and materials available thereon (the "Website") is owned and operated by NEW HOLIDAYS LONDON LIMITED We are registered in England and Wales under company number 07444957 and have our registered office at 10TH FLOOR K & B ACCOUNTANCY GROUP

ONE CANADA SQUARE CANARY WHARF  
LONDON  
ENGLAND  
E14 5AA.

For the purpose of these terms and conditions "we", "our" and "us" refers to [newholidays.co.uk](http://newholidays.co.uk). providers of beauty treatments may refer to:

#### Important Notice

1. [Newholidays.co.uk](http://Newholidays.co.uk) is not involved in the provision of any healthcare or medical advice or diagnosis. All information provided on the website is intended as a guide only and should not be construed as a substitute for professional medical advice. The website is an information service that displays information on health clinics and providers of beauty treatments that has been gathered from the healthcare provider and providers of beauty treatments or the internet. We do not screen or validate any content posted by healthcare providers and providers of beauty treatments, nor do we endorse any particular Healthcare Provider or provider of beauty treatments. If you decide to engage a Healthcare Provider or a providers of beauty treatments to provide medical services or beauty treatment services to you, you do so at your own risk. In this regard you should note that certain Healthcare Providers and providers of beauty treatments listed on this Website are located in jurisdictions where insurance is not available or mandatory in respect of the medical services

they offer. We would recommend that you undertake your own research into any Healthcare Provider and any provider of beauty treatments listed on the Website and that you should consult with your doctor or primary healthcare provider before engaging any Healthcare Provider or any Provider of beauty treatments from this Website. You should be aware that the results of any search you perform on the Website for Healthcare Providers or Providers of beauty treatments should not be construed as endorsement by newholidays.co.uk of any particular Healthcare Provider or and provider of beauty treatments or constituting any comparative ranking of Healthcare Providers or Providers of beauty treatments.

#### Services We Do Not Provide

1. Newholidays.co.uk is not a medical referral or beauty treatment referral service and does not endorse, recommend, or approve any Healthcare Provider or Providers of beauty treatments listed in the Website. We are not medical professionals nor beauty treatment professionals nor do we hold ourselves out to be medical professionals nor beauty treatment professionals and will not discuss or

advise on any issues relating to medical or beauty treatment with Clients or Healthcare Providers or Providers of beauty treatments

2. Newholidays.co.uk is not involved in any transaction between you and Healthcare Providers or Providers of beauty treatments who use this Website. We cannot assure that all transactions will be completed nor do we guarantee the ability or intent of Healthcare Providers or Providers of beauty treatments to fulfil their obligations in any transactions.

3. As we cannot control the information provided by Healthcare Providers or Providers of beauty treatments or information sourced by newholidays.co.uk from the Internet that is made available through this Website, newholidays.co.uk does not guarantee or endorse the authenticity, quality, safety or legality of any Healthcare Provider any Providers of beauty treatments or the services provided or purported to be provided by the Healthcare Providers or the providers of beauty treatments, the accuracy of any listings or Healthcare Provider or Providers of beauty treatments data we may provide to you, or the ability of Healthcare Providers or Providers of beauty treatments to complete a transaction.

#### Services We Do Provide

1. Newholidays.co.uk is a Website for individuals seeking to access medical services ("Clients," "Your" or "You") and Healthcare Providers and Providers of beauty treatments, be they individual medical practitioners, hospitals, clinics, travel agencies (together the "Healthcare Providers" or „Providers of Beauty Treatments“) who want to provide medical services or beauty treatments. Newholidays.co.uk facilitates introductions between Clients and Healthcare Providers/ Providers of Beauty Treatments through the Website. For the purpose of these Terms of Use, "Medical Services" or „Beauty Treatments“ means the medical/beauty treatment service or services that the Healthcare Provider or Providers of Beauty Treatments is legally permitted to provide to a Client.

2. Newholidays.co.uk gathers information from various Healthcare Providers and Providers of Beauty Treatments about their facilities and services. You can access this

information via our Website. This information should assist you in making a decision on choosing your preferred Healthcare provider or Provider of Beauty Treatments by conducting your own research into such Healthcare Providers/ Providers of Beauty Treatments. If you choose a Healthcare Provider or Providers of Beauty Treatments to provide Medical Services or Beauty Treatments, then we will facilitate contact between you and the Healthcare provider or Providers of Beauty Treatments, by providing your information to the Healthcare Provider or Providers of Beauty Treatments (the "Website Service") or providing you with the contact information of the Healthcare Provider or Provider of Beauty Treatments.

## Content Policy

1. Newholidays.co.uk acts as a passive conduit for the online distribution and publication of information submitted through the Website, and has no obligation to screen content or information in advance and is not responsible for screening or monitoring material posted by you or Healthcare Providers or Providers of Beauty Treatments. You are solely responsible for the content and information you provide to us to be published on the website through our data entry forms or otherwise. We reserve the right to edit or remove your content if we believe it is untrue or that it may create liability for us.

2. You acknowledge we may publish your reviews of Healthcare Providers or Providers of Beauty Treatments or the medical services provided to you or beauty treatments provided to you by Healthcare Providers or Providers of Beauty Treatments either on the website or on associated or linked websites and you consent to the unrestricted publication of such reviews. When posting a review of a Healthcare Provider or Provider of Beauty Treatments to Newholidays.co.uk you must abide by current review policies which include:

- Review cannot be libellous
- Review must be family friendly (no profanity, etc.)
  
- No hearsay. You cannot make a statement about what someone else has said. - No personal insults
  
- No reports of criminal activity (these must be reported to the proper authority)
  
- Commercial information of any kind including email address or phone numbers
- Content not relevant to other potential customers
- Review must use standard email etiquette (not all CAPS, no HTML, etc.)
- We may choose to reject reviews where we cannot contact you by email or phone

3. Other terms of the content policy with regard to reviews and other user-provided text on the website are covered in the review policy.

## Age and Responsibility

1. You should note that the Website Service is only available to, and may only be used by individuals who are legally entitled to form such contracts under law in the jurisdiction in which they reside. If you are under the age of eighteen, you should not access and or use

this Website or the Website Services. By accessing and using this Website, you warrant that you are over the age of eighteen.

#### Data Protection

1. Newholidays.co.uk endeavours to protect your privacy and the privacy of others who access the Website and use its facilities. For full details of the manner in which Newholidays.co.uk uses cookies, the type of information we collect, how we use it and further details concerning the circumstances upon which we disclose information, please read the Privacy Statement which is hereby incorporated into and forms part of these Terms of Use.
2. Newholidays.co.uk operates servers outside of the European Union therefore you hereby agree to the transfer of personal data outside the European Union. By using this website, you agree to Newholidays.co.uk holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Acts for the operation, management, security and administration of Newholidays.co.uk and complying with applicable laws, regulations and procedures, including transfer of personal data outside the European Union.
3. Communication between you and a Healthcare provider or the Provider of Beauty Treatments via email may be sent through Newholidays.co.uk. The content of these emails may be retained by Newholidays.co.uk in order to assist clients and clinics in tracking their communication.
4. Communication between you and a Healthcare provider or Provider of Beauty Treatments by phone may be routed through Newholidays.co.uk. The time and date, success or failure and telephone numbers may be stored by Newholidays.co.uk, in order to assist you and the Healthcare provider and Provider of Beauty Treatments in tracking phone communication between you and the Healthcare provider or Providers of Beauty Treatments. An audio recording of the call may also be stored. If the audio of a telephone call will be recorded then you will hear an audible message informing you of this in advance of the call beginning.

#### Provision of Information

1. Information sent over the Internet cannot be guaranteed to be completely secure as it is subject to possible interception, loss or alteration. You understand and agree to assume the security risk for any information you provide using the Website. We are not responsible for any information sent over the Internet and will not be liable to you or anyone else for any damages or other loss incurred in connection with any information sent by you to us or to a Healthcare Provider or to a Provider of Beauty Treatments, or any information sent by us, a Healthcare Provider or Provider of Beauty Treatments or any third party to you over the internet.

#### Suspension/ Termination

1. Newholidays.co.uk may at any time, without notice to you, suspend or terminate your access to this Website, or any service forming part of this Website, wholly or partially, for any reason including, without limitation, where you have provided false or misleading information, or you are in breach of these Terms of Use, or if Newholidays.co.uk cannot



verify or authenticate any information submitted to the Website. Newholidays.co.uk is not liable to you or any third party for any suspension or termination of access to this Website.

#### Use of website

1. You agree not to use this Website or any of its facilities and/or services for any purpose that is unlawful or prohibited by these Terms of Use including but not limited to:

1. Any commercial purpose including but not limited to creating, checking, confirming, updating or amending your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
2. Any purpose that is fraudulent, unlawful or prohibited by these Terms of Use;
3. Copying, modifying, transmitting, displaying, distributing, performing, reproducing, licensing, publishing, creating derivative works from, transferring or selling any information, software, products and services contained on or forming part of this Website, or otherwise using such content of the Website for resale, redistribution or for any other commercial use whatsoever including but not limited to any other website, surveys, contests or pyramid schemes.
4. Accessing or using the Website in and from jurisdictions which restricts or prohibits same by local law;
5. Accessing or using the Website in any manner which could damage, disable, overload, flood, mail bomb, crash or impair the Website or interfere with any other party's use and/or enjoyment of the Website;
6. Posting or transmitting, whether on a bulletin board, forum or otherwise, to or from the Website any unlawful, harassing, threatening, libellous, defamatory, tortious, obscene, hateful, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under law;
7. Transmitting material which may cause harm to Newholidays.co.uk's or any other party's computer systems, including but not limited to any material which contains viruses, Trojan horses, worms, spyware, adware, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy or otherwise impair a computer's functionality or the operation of the Website;
8. Harassing, harming or abusing another person, or contacting, advertising, soliciting, selling to any other person without their prior written consent or transmitting or relaying spam, junk email or chain letters;
9. Accessing data or materials not intended for your use; logging into a server or account which you are not authorised to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; or impersonating any person or entity, or falsely stating or otherwise misrepresenting their identity or affiliation in any way;

10. Attempting to gain unauthorised access to the Website, or any computer systems or networks connected to any Newholidays.co.uk website, through hacking, password miming or any other means; or

11. Harvesting or otherwise collecting by any means any programme material or information

(including without limitation email address or details of other users) from the Website or monitoring, mirroring or copying any content of the Website without the prior written consent of Newholidays.co.uk.

2. The pages contained in this Website may contain technical inaccuracies and typographical errors. The information on this Website may be updated from time to time but we do not accept any responsibility for keeping the information in these pages up-to-date, nor any liability for any failure to do so.

3. Newholidays.co.uk reserves the right, at its sole discretion, to pursue all of its legal remedies upon breach by you of these Terms of Use, including but not limited to removal of your postings and content from this Website, and restricting your ability to access this Website and use the Website Services.

Copyright Notice and Limited Licence

1. The information, content, graphics, text, sounds, images, buttons, trademarks, service marks, get-up, business names, domain names, rights in good will, know-how, designs and rights in designs, trade names and logos (whether registered or unregistered) (the "Materials") contained in this Website are protected by copyright, trade mark, database right, sui generis right and other intellectual property laws and are also protected under national laws and international treaties.

Newholidays.co.uk and/or its licensors (as the case may be) retain all right, title, interest in and intellectual property rights to the Materials.

2. Any other use of the Materials on this Website, including any form of copying or reproduction, modification, distribution, uploading, re-publication, extraction, re-utilisation, incorporation or integration with other Materials or works or re-delivery using framing technology, without the prior permission of Newholidays.co.uk is strictly prohibited and is a violation of the proprietary rights of Newholidays.co.uk. Other than as expressly provided herein, nothing in these Terms of Use should be construed as conferring, by implication or otherwise, any licence or right under any copyright, patent, trade mark, database right, sui generis right or other intellectual property or proprietary interest of Newholidays.co.uk, its licensors or any third party.

3. You agree to grant Newholidays.co.uk a non-exclusive, royalty free, world-wide, transferable perpetual licence, with the right to sub-licence, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any Materials and other information, including without limitation ideas contained therein for new or improved services, when you submit to the Website either during the registration process or otherwise, including any information or materials you post to a bulletin board or evaluation forum on the website.

## Disclaimers

1. This clause limits Newholidays.co.uk's legal liability to you for your access to and use of the Website. You should read this clause carefully. You acknowledge that you have agreed to these Terms of Use relying on the disclaimers stated herein and that those disclaimers are an essential basis of this contract.

2. The website is available to all users "as is" and, to the greatest extent permitted by applicable law, the website is made available without any representations or warranties of any kind, either express or implied. Newholidays.co.uk makes no representations, warranties or undertakings about the services or materials available on the website, including without limitation, their merchantability, quality or fitness for a particular purpose. All information provided on the website is intended as a guide only and should not be construed as a substitute for professional medical or beauty advice and Newholidays.co.uk makes no representations, warranties or undertakings as to the accuracy of any information provided on this website. Newholidays.co.uk makes no representations, warranties or undertakings that the website, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. To the maximum extent permitted by applicable law, Newholidays.co.uk accepts no liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond the control of Newholidays.co.uk, which corrupts or affects the administration, security, fairness and the integrity or proper conduct of any aspect of the Website. All use by you of the Website is at your own risk. You assume complete responsibility for, and all risk of loss resulting from, your downloading or using of, or referring to or relying on the facilities, services, materials or products provided on the Website, or any other information obtained from your use of the Website. You agree that, to the maximum extent permitted by applicable law, Newholidays.co.uk and providers of telecommunications and network services to Newholidays.co.uk will not be liable for damages arising out of your use or your inability to use the Website, and you hereby waive any and all claims with respect thereto, whether based on contract, tort or other grounds. No advice or information, whether oral or written, obtained by you from Newholidays.co.uk shall be deemed to alter this disclaimer of warranty, or to create any warranty.

3. To the fullest extent permitted by applicable law, Newholidays.co.uk assumes no responsibility nor do we grant any warranties, express or implied relating to the operation, safety, condition or service of the Healthcare Professional or Beauty Treatment Professional or any doctor or any other person associated with the Healthcare Provider or Provider of Beauty Treatments that is used by, for or on behalf of, you. Newholidays.co.uk is not liable for the acts, errors, omissions, representations, warranties, breaches or negligences of any Healthcare Provider or Provider of Beauty Treatments or any doctor or any other persons associated with the Healthcare Provider or Provider of Beauty Treatments or for losses, damages or expenses resulting therefrom.

## Limitation of Liability

1. To the fullest extent permitted by applicable law, neither Newholidays.co.uk nor any of its officers, directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your use of any facilities, services and the website services offered or transactions entered into through or from this Website, including, for the avoidance of doubt, your transactions with healthcare providers or medical

services facilitated through this website, including, but not limited to, direct, indirect or consequential losses or damages, loss of data, loss of income, profit or opportunity, loss of, or damage to, property and claims of third parties, even if newholidays.co.uk has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable.

2. In no event shall Newholidays.co.uk nor any of its officers, directors, employees, affiliates or other representatives be liable for any damages whatsoever resulting from the statements or conduct of any Healthcare Provider or Provider of Beauty Treatments or third party or the interruption, suspension or termination of the website services, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

3. Without limiting the foregoing, under no circumstances shall Newholidays.co.uk nor any of its officers, directors, employees, affiliates or other representatives be held liable for any delay or failure in performance of the website or the website services resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, internet failure, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, strikes, lay-way disputes, riots, interactions, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

4. Newholidays.co.uk does not exclude liability for death or personal injury, caused by its negligence or that of its employees or authorised representatives, or for fraud.

#### Indemnity

1. You agree to defend, indemnify and keep indemnified and hold Newholidays.co.uk and, as applicable, its officers, directors, employees, affiliates or other representatives, harmless against any and all claims, proceedings, actions, costs, including legal costs, charges, expenses, damages, liabilities, losses and demands made by, or liabilities to, any third party resulting from any activities conducted under your account, your use or misuse of this Website, including but not limited to posting content on this Website, entering into transactions with Healthcare Providers or Provider of Beauty Treatments, contacting others as a result of their postings on this Website, infringing any third party's intellectual property or other rights, or otherwise arising out of your breach or any breach of these terms of use.

#### Links to Third Party Websites

1. This Website contains links to third party websites. Your use of third party websites is subject to the terms and conditions of use contained within each of those websites. Access to any other website through this Website is at your own risk. Newholidays.co.uk is not responsible for, nor liable for, the accuracy of any information, data, opinions, statements made on third party websites or the security of any link or communication with those websites. Newholidays.co.uk reserves the right to terminate a link to a third party website at any time. The fact that Newholidays.co.uk provides a link to a third party website does not mean that Newholidays.co.uk endorses, authorises or sponsors that website, nor does it mean that Newholidays.co.uk is affiliated with the third party websites, owners or sponsors. Newholidays.co.uk provides these links merely as a convenience for those who use this Website.

## 16. Availability

1. Although Newholidays.co.uk endeavours to ensure the Website is available at all times, there may be occasions when access to the Website may be interrupted, e.g. to allow maintenance, upgrades and emergency repairs to take place, or due to failure of telecommunications links and equipment that are beyond our control. You agree that Newholidays.co.uk shall not be liable to you for any loss incurred by you resulting from the modification, suspension or discontinuance of the Website.

2. You have sole responsibility for adequate protection and back-up of any content and data you submit to the Website and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive items.

## 17. Changes in These Terms of Use

1. Newholidays.co.uk may modify or terminate any services offered through this website from time to time, for any reason and without notice, and without liability to you, any other client or any third party. Newholidays.co.uk reserves the right to change the content, presentation, performance, user facilities and/or availability of any part of this Website, including these terms of use at its sole discretion from time to time. You should check these terms of use for any changes each time you access this Website. Your continued use of the Website and/or clicking on the "I accept" button will signify your acceptance of revised terms of use.

## 18. Jurisdiction and Governing Law

1. This Website is controlled and operated by Newholidays.co.uk from the UK. Newholidays.co.uk does not make any representation that the facilities, services, including the website service, and/or materials offered through this Website are appropriate or suitable for use in countries other than The UK, or that they comply with any legal or regulatory requirements in any other countries. In accessing this Website, you do so at your own risk and on your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. If it is prohibited to make this Website, facilities, services, including the website service, and/or materials offered through this Website or any part of them available in your country, or to you, whether by reason of nationality, residence or otherwise, this website, the facilities, services and/or materials offered through this website or any part of them are not directed at you.

2. These terms of use shall be governed by and construed in accordance with the laws of England and Wales and you hereby agree, for the benefit of Newholidays.co.uk, and without prejudice to the right of Newholidays.co.uk to take proceedings in relation to these terms of use before any court of competent jurisdiction and that courts of England and Wales shall have jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with these terms of use, and for such purposes you irrevocably submit to the jurisdiction of such courts.

3. The language of any dispute resolution procedure or any proceedings under these terms of use will be English.

## 19. Miscellaneous

1. Any waiver of any provision of these terms of use must be in writing and signed by Newholidays.co.uk to be valid. Any waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of any provision in the future. Each of the provisions of these terms of use is separate and severable and enforceable accordingly. If, at any time, any provision is judged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Nothing in these terms of use shall constitute, or be deemed to constitute, a partnership between you and Newholidays.co.uk, nor shall either party be deemed to be the agent of the other party. These terms of use represent the entire understanding and agreement between you and Newholidays.co.uk relating to use of this website, its facilities and/or services, including the website service, and supersede any and all prior statements, understandings and agreements.

### Privacy Policy Privacy Statement

NEW HOLIDAYS LONDON LIMITED, trading as newholidays.co.uk ("Newholidays.co.uk", "we" or „us“) respects and protects your right to privacy in relation to your interactions with this website. We have adopted the following policies to safeguard your personal information and to protect its confidentiality. Any information which is provided by you to newholidays.co.uk via this website or otherwise will be treated in accordance with the terms of the Data Protection (the „Acts“) and/or such amending or replacement legislation as may be adopted in England and Wales from time to

time. You should read this Privacy Statement carefully before using this website. If you do not read or if you disagree with any aspect of the Privacy Statement, you should not use this website. Your use of this website signifies your agreement to be bound by the terms of this Privacy Statement.

### Access by Minors

If you are aged 18 or under, you should not use this website nor should you provide any personal information to us via the website.

### Collection and Use of Information

#### 1. Consumer

If you are a consumer seeking to arrange a consultation with a healthcare provider or provider of beauty treatments, then you will be asked to provide certain personal information to us so that healthcare providers or providers of beauty treatments who are registered with us can decide if they wish to offer medical services to you. Such information will include, without limitation, details such as your name, address, contact details (including email and telephone number) and relevant medical information.

If you wish to arrange a consultation with a healthcare provider or with a providers of beauty treatments, then you acknowledge that we may provide all information that you

have submitted to us via the website including any personal information to that healthcare provider or to that provider of beauty treatments and you explicitly consent to such disclosure. This information may also include statistical information concerning your use of the website. You also explicitly consent to the transfer and disclosure of your personal information to Healthcare Providers or to Providers of Beauty Treatments that are based in countries where protections for personal data are not as strong as those in England and Wales under the Acts or in the European Union generally.

We use any personal information you provide to identify you as a prospective patient, to process your request for medical services, and to deliver relevant information about you to healthcare providers or to providers of beauty treatments and to facilitate consultations with healthcare providers or providers of beauty treatments. We may also use your contact details, phone number and email address, to contact you from time to time to update you as to progress in relation to your consultation with a Healthcare Provider or with a Provider of Beauty Treatments and other matters concerning the service we provide. You consent to us contacting you in this regard. We will not give or sell your personal information to any third parties for marketing purposes without your consent. You also acknowledge and agree that in certain circumstances we may be obliged to disclose personal information that you have provided to us to third parties, for example, in order to conform to any requirements of law or to comply with any legal process, as well as to protect and defend our rights.

## 2. Healthcare Provider or Provider of Beauty Treatments

If you are a healthcare provider or a providers of beauty treatments (or a representative of a healthcare provider or a Providers of Beauty Treatments) who wishes to use newholidays.co.uk's online marketplace, then you will be asked to submit personal information as part of our registration process, for example, name, email address, phone number etc. This personal information will be used to facilitate medical consultations or beauty consultations with prospective patients or beauty treatment clients. You explicitly consent to the disclosure of all necessary personal information to prospective patients or beauty treatment clients. Other than this authorised disclosure, newholidays.co.uk will not release any personal information to any third parties without your prior consent except for the purposes of validating information or unless we reasonably believe that we are required to do so by operation of law. newholidays.co.uk retains the right at all times to contact you in relation to the services provided on this website.

We use any personal information you provide to identify you as a healthcare provider or a providers of beauty treatments, to process your registration, to verify credit or other charge card details, to process your credit card transactions and to deliver relevant information about you to prospective patients and to facilitate consultations with prospective patients. We will not give or sell your personal information to any third parties for marketing purposes without your consent.

You also acknowledge and agree that in certain circumstances we may be obliged to disclose personal information that you have provided to us to third parties, for example, to our credit card

payment service provider, in order to conform to any requirements of law or to comply with any legal process, as well as to protect and defend our rights and/or the rights of prospective patients. General

If at any time after giving us this information you decide that you no longer wish us to hold or use this information, or in the case that the information becomes out of date, you are free to notify us, and we will endeavour to remove or rectify the information promptly.

We do not collect or keep your personal data unless it is necessary for the purposes(s) set out above nor do we keep your personal data for longer than is necessary.

newholidays.co.uk reserves the right to transfer information (including any personal information you provide) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of newholidays.co.uk, a subsidiary or line of business associated with newholidays.co.uk.

#### Links to Third Party Sites

You should also be aware that where you link to another website from this website, that newholidays.co.uk has no control over that other website. Accordingly, newholidays.co.uk cannot guarantee that the controller of that website will respect your privacy in the same manner as newholidays.co.uk.

#### Access to your Personal Information

You have the right to request a copy of the information which we hold about you (for which we may charge you a small fee) and to have inaccuracies in your information corrected.

#### Use of your Personal Information by Third Parties

Except as otherwise set out in this Privacy Statement this policy only addresses the use and disclosure of information that newholidays.co.uk collects from you. We cannot guarantee and accept no liability in the event that a healthcare provider or providers of beauty treatments (if you are a consumer) or any other third party gives your personal data to third parties or in any way impinges upon your data protection or privacy rights.

#### Technical and Statistical Data

Due to the nature of the internet, we cannot guarantee the protection of your personal data and therefore we are not responsible for any loss or damage resulting to you when the website is used. You should be aware that each time you visit a website, two general levels of information about your visit can be retained. The first level comprises statistical and other analytical information collected on an aggregate and non-individual specific basis of all browsers who visit the website and the second is information which is personal or particular to a specific visitor who knowingly chooses to provide that information.

The statistical and analytical information provides us with a general and non-individual specific information about the number of people who visit this website; the number of people who return to the website; the pages that they visit; and where they were before they came to the website and the page in the website at which they exited. This information helps us monitor traffic on a website so that we can manage the website's capacity and efficiency. This type of non-personal information and data can be collected through the standard operation for internet servers and logs as well as "cookies" and other technical mechanisms.



Cookies are small data files that a website can use in order to recognise visitors who revisit a website so as to facilitate their ongoing access to and use of the website. Cookies are used by websites to store visitor's user settings and therefore most browsers are initially configured to accept cookies. Typically, cookies involve the assigning of a unique number to the visitor. You should be aware that newholidays.co.uk is unable to control the use of cookies or the resulting information by other third parties such as advertisers or parties hosting data for newholidays.co.uk. One simple way to prevent the use of cookies is to activate the facility which is available in most web browsers that enables a user to deny or accept cookies. However, you should realise that certain cookies may be necessary in order to provide you with certain features such as the customised delivery of certain information.

Disclaimer

Newholidays.co.uk ITS DIRECTORS, EMPLOYEES, SERVANTS AND AGENTS, AFFILIATES OR OTHER REPRESENTATIVES AND THEIR RESPECTIVE PARENT AND SUBSIDIARY COMPANIES, SHALL NOT BE

LIABLE IN RESPECT OF ANY CLAIMS, EMERGENCIES, DEMANDS, CAUSES OF ACTION, DAMAGES,

LOSSES, EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COSTS OF

PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR DISSEMINATION OF

PERSONAL INFORMATION RELATING TO YOU IN ACCORDANCE WITH THIS PRIVACY POLICY AND

YOUR CONSENTS. Amendments

newholidays.co.uk reserves the right in its sole discretion to amend this privacy policy at any time, and you should regularly check this privacy policy for any amendments.

Governing Law and Jurisdiction

This Privacy Statement is governed by the laws of England and Wales and you submit to the exclusive jurisdiction of the Irish courts.

## Review Policy

### About user ratings and reviews - For patients

Your reviews are some of the most important content on Newholidays.co.uk. Each one is seen by thousands of other patients looking to make up their mind about which clinics to contact.

To be fair to everyone we need to adhere to some simple guidelines, and we need to adhere to publishing and defamation laws under Irish law as this is the jurisdiction Newholidays.co.uk operates from.

#### Remember:

This is a family friendly website. Please be reasonable, fair and polite in your review.

Reviews, ratings and comments that you submit through the website become part of a clinic's or beauty provider's profile and can be accessed and read by other users of the website.

#### Review & feedback guidelines:

##### Legal

1. We can not publish claims about the accuracy of a clinic's treatment and diagnosis or beauty provider's treatment. Those are factual matters, and to verify them would require extensive medical studies or beauty treatment studies.
2. The review cannot be libellous or defamatory in any way under Laws of England and Wales.
3. Allegations of criminal activity or medical negligence should be reported to the proper authorities.
4. If there are any current legal proceedings between the reviewer and clinic we will not publish the review as this can interfere with those proceedings.
5. The review & feedback must relate to treatment you have had at the clinic or beauty saloon in question.
6. You cannot write reviews on behalf of someone else or based on hearsay. You must have been a patient at the clinic yourself or client of the beauty provider and undergone the treatment being reviewed yourself.

7. You must be over 18 years old to leave a review.
8. A legal guardian may leave a review on behalf of a patient however no personal information about the patient that could lead to them being identified, either directly or indirectly, can be included in the review.
9. You are publishing a review and it is your responsibility to ensure that it is accurate and not misleading as posting false information can have legal ramifications, whether the review is positive or negative in tone.
10. You are reviewing your treatment at the clinic or beauty saloon in question, not any individual at the clinic or beauty saloon. Specifically, there should be no personal insults or accusations in your review.

#### Privacy

11. The review should not include any contact information.
12. The review cannot mention staff members by name, only the business.

#### False reviews

13. No false reviews.

If you are a clinic or beauty saloon owner you are not allowed to write or encourage any associates to write a review of your clinic or beauty saloon. You should not review a clinic or beauty saloon at which you have been or are currently employed. False reviews will be deleted and the clinic or beauty saloon in question may be penalized or removed from Newholidays.co.uk's listings. We have numerous automated and manual security features such as IP tracking and geo-coding that helps us find false reviews. Instead of writing your own reviews encourage your customers to review your clinic or beauty saloon.

#### Helpful & family friendly

14. The review should be family friendly.
15. Even if the review is negative, you should remain polite and refrain from using profanity.
16. Your review should adhere to normal email etiquette and not be written mostly in CAPS, or include HTML including links, styling or images.
17. The review should help other patients or beauty treatment client make their own decision.
18. We want you to share your experience with other patients beauty treatment clients so they can make better informed decisions. Stick to the facts and avoid opinions.
19. Your review should speak for itself and not require further communication. You are not allowed to include phone numbers, email addresses, website addresses or postal addresses in your review, whether your own, the clinic's, the beauty saloon's, or a rival clinic's or a rival beauty saloon's.
20. Reviews of treatments on Newholidays.co.uk should be unique.

Please do not publish a review of a treatment that you have already published elsewhere. Any review which is found to be similar to or directly copied from a review which appears on another website may be removed at the discretion of Newholidays.co.uk.

Unfortunately, if your review breaks any of these guidelines it will not be published. Newholidays.co.uk reserves the right not to publish any review.

In the event that your headline is unsuitable we reserve the right to replace it with a piece of text from the body of your review.

A real, live person moderates all reviews. This process can take a few days depending on the number of reviews in the queue. We will email you when your review is published or declined.

The final publishing decision for any review remains with the clinic or with the beauty saloon. However, in the case that a review is valid and a clinic or a beauty saloon chooses not to publish it, the scores contained in the review are still taken into account for the clinic's or the beauty saloon's overall review rating. It is also noted on the clinic's or the beauty saloon's page that they have decided not to publish the review.

#### Your Privacy

Your full name, email, phone number and country are stored safely and securely and will not be displayed to the public. We will display only your first name and city.

If requested we will give your contact details to the clinic or beauty saloon being reviewed. You will not receive spam from us or any other company.

We may try to contact you to verify that your review is real, and we may reject reviews where we cannot make contact with the reviewer.

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#### For Clinics, Beauty Saloons and their Staff

We want to publish as many reviews and testimonials as we can for your clinic or beauty saloon. Each and every one helps new and returning patients or beauty treatment clients make up their mind about whether or not to contact your clinic or beauty saloon. You should encourage your own patients or beauty treatment users to submit reviews on Newholidays.co.uk. Following these guidelines will help you get your testimonials and reviews published.

#### Testimonial And Review Guidelines for Clinics and Beauty saloons

1. Testimonials will be highlighted as such on your brochure.
2. Testimonials must be from treated patients or beauty treatment client

Testimonials may only be submitted on behalf of patients or beauty treatment client who have been treated at your clinic or beauty saloon. You may be required to provide proof that the patient or beauty treatment client attended your clinic or beauty saloon and / or contact details for the patient or the beauty treatment client in question in order for us to verify that they exist.

3. A testimonial may be submitted by a client who engaged your clinic or beauty saloon on behalf of a patient or a beauty treatment client. No personal information about the patient or beauty treatment client that could lead to them being identified, either directly or indirectly, can be included in the review.

4. You may not review your own clinic(s) or beauty saloon(s) or rivals' clinics or rivals' beauty saloons.

No member of staff or anyone associated with them is permitted to submit a review of their own clinic or beauty saloon or any rival clinic or beauty saloon even if they have undergone treatment at the clinic or beauty saloon in question.

5. Fake testimonials and reviews will be deleted.

Any testimonial or review that we identify as being suspicious will be removed and if found to be false will be deleted permanently, and your clinic or beauty saloon may be penalized or removed from the search results on Newholidays.co.uk. We store the IP address of all reviews and testimonials submitted, allowing us to track any suspicious patterns of behaviour.

6. In the rare case that you decide to suppress a valid review on your profile, the scores contained within the review will still be used to calculate your overall review score.

The review will be labeled as 'Text not published' on your brochure.

7. You have the right of reply.

In the case that your clinic or beauty saloon receives a negative review, you have the right to have your own reply appended to the review. We encourage clinics or beauty saloon to do this rather than suppress reviews as greater transparency not only serves patients' nor beauty treatment clients' interests, it also builds trust in your own clinic or beauty saloon.  
Newholidays.co.uk Liability

All reviews and ratings are subjective opinions of visitors to Newholidays.co.uk and not of Newholidays.co.uk and we never comment on those opinions.

Newholidays.co.uk will take all reasonable steps necessary to ensure that all reviews published on the Site meet our Review Guidelines. Newholidays.co.uk reserves the right to not publish any review or remove a review if we believe it violates our Review Guidelines.

Newholidays.co.uk treats review content equally for all businesses, with no connection between subscription and reviews.

Newholidays.co.uk makes no representations or warranties about the accuracy, completeness, legality or safety of any of the Site content, including reviews, ratings and comments.

Newholidays.co.uk disclaims all liability for any indirect, special, incidental, reliance, or consequential damage to reputation, business interruption, or loss of profits caused by the Site

hatclinic.com IS NOT INVOLVED IN THE PROVISION OF ANY HEALTHCARE OR MEDICAL ADVICE OR

DIAGNOSIS OR BEAUTY TREATMENT DIAGNOSES. ALL INFORMATION PROVIDED ON THE WEBSITE IS

INTENDED AS A GUIDE ONLY AND SHOULD NOT BE CONSTRUED AS A SUBSTITUTE FOR

PROFESSIONAL MEDICAL OR BEAUTY TREATMENT ADVICE. THE WEBSITE IS AN INFORMATION

SERVICE ONLY WHERE HEALTHCARE PROVIDERS OR BEAUTY TREATMENT PROVIDERS CAN OFFER

MEDICAL SERVICES OR BEAUTY TREATMENT SERVICES FOR BOOKINGS BY YOU VIA THE WEBSITE. WE

DO NOT SCREEN OR VALIDATE ANY CONTENT POSTED BY HEALTHCARE PROVIDERS OR BEAUTY

TREATMENT PROVIDERS, NOR DO WE ENDORSE ANY PARTICULAR HEALTHCARE PROVIDER OR

BEAUTY TREATMENT PROVIDERS. IF YOU DECIDE TO ENGAGE A HEALTHCARE PROVIDER OR BEAUTY

TREATMENT PROVIDERS TO PROVIDE MEDICAL SERVICES OR BEAUTY TREATMENTS TO YOU, YOU DO

SO AT YOUR OWN RISK. WE WOULD RECOMMEND THAT YOU UNDERTAKE YOUR OWN RESEARCH

INTO ANY HEALTHCARE PROVIDER OR ANY BEAUTY TREATMENT PROVIDER LISTED ON THE WEBSITE

AND THAT YOU SHOULD CONSULT WITH YOUR DOCTOR OR PRIMARY HEALTHCARE PROVIDER

BEFORE ENGAGING ANY HEALTHCARE PROVIDER OR ANY BEAUTY TREATMENT PROVIDERS FROM

THIS WEBSITE. YOU SHOULD BE AWARE THAT THE RESULTS OF ANY SEARCH YOU PERFORM ON THE

WEBSITE FOR HEALTHCARE PROVIDERS OR BEAUTY TREATMENT PROVIDERS SHOULD NOT BE CONSTRUED AS ENDORSEMENT BY newholidays.co.uk OF ANY PARTICULAR HEALTHCARE PROVIDER

OR BEAUTY TREATMENT PROVIDERS OR CONSTITUTING ANY COMPARATIVE RANKING OF HEALTHCARE PROVIDERS OR BEAUTY TREATMENT PROVIDERS.

ALL PRICES SHOWN ON THE SITE ARE INDICATIVE ONLY AND PRESENTED AS A GENERAL GUIDE.

ALWAYS CONSULT WITH YOUR TREATMENT PROVIDER FOR AN ACCURATE ESTIMATE.

## SECTION 5

### Introduction

Newholidays.co.uk and the facilities, services and materials available therein (the "Website") is owned and operated by NEW HOLIDAYS LONDON LIMITED trading as Newholidays.co.uk ("Newholidays.co.uk") an UK registered company, number 07444957. For the purposes of these terms and conditions "we", "our" and "us" refers to Newholidays.co.uk.

### Services we provide

1. Newholidays.co.uk acts as a marketplace search engine for individuals seeking medical and beauty treatment services ("Clients") and Healthcare Providers and Beauty Treatment Providers, be they individual medical practitioners, hospitals, clinics, travel agencies, beauty saloons (together the "Healthcare Providers", "your" or "you") wishing to provide medical and beauty treatment services, by facilitating introductions between Clients and Healthcare Providers/Beauty treatment providers through an online environment. For the purpose of this Agreement, "Medical Services" means the medical service or services that the Healthcare Provider or Beauty Treatment Provider is legally permitted to provide to a Client.

2. In consideration of the mutual obligations of the parties hereto, Newholidays.co.uk shall provide information to Clients about various Healthcare Providers and Beauty Treatment Providers to assist Clients in making informed decisions, by conducting their own research into Healthcare Providers (including Beauty Treatment Providers) and into Healthcare Providers' services (including

Beauty Treatment Provider' services) , thereby assisting Clients in choosing the relevant Healthcare Provider (or Beauty Treatment Provider) to meet the Client's particular needs. If the Client chooses you to provide Medical Services or Beauty Treatment Services, then we will facilitate contact between you and the Client by providing relevant Client information to you (the "Website Service"). 3. If you simply want to browse through the Website to see what Newholidays.co.uk has to offer, your use of the Website will be subject to the relevant sections of this Agreement. If you wish to avail of the Website Service, you will need to

register on the Website and this Agreement shall come into effect in respect of the Website Service once Newholidays.co.uk has accepted your registration. As part of, and to complete, the registration process for the purposes of opening an account with us, you will be asked to signify that you have read, understood and accepted this Agreement.

If you do not read or agree to this Agreement please terminate your account, inform [info@newholidays.co.uk](mailto:info@newholidays.co.uk) and discontinue use of the Website immediately.

#### Services we do not provide

1. Newholidays.co.uk is not a medical referral service and does not endorse, recommend, or approve any Healthcare Provider or Beauty Treatment Provider listed in the Website. We are not medical professionals or beauty treatment professionals nor do we hold ourselves out to be medical professionals nor beauty treatment professionals and will not discuss or advise on any issues relating to medical treatment (including beauty treatments) with Clients or Healthcare Providers or Beauty Treatment Providers.
2. Newholidays.co.uk is not involved in any transaction between Clients and Healthcare Providers (including Beauty Treatment Providers) who use this Website. We cannot assure that all transactions will be completed nor do we guarantee the ability or intent of Clients to fulfil their obligations in any transactions.
3. As we cannot control the information provided by Clients made available through this Website, Newholidays.co.uk does not guarantee or endorse the authenticity, quality, safety or legality of any services requested or provided by you, the accuracy of any listings, Client data we may provide to you, or the ability of Clients to complete a transaction.
4. If a Client chooses a Healthcare Provider (including Beauty Treatment Providers) to provide Medical Services or Beauty treatment Services (a "Lead") and the Healthcare Provider (including Beauty Treatment Providers) decides to contact that Lead from Newholidays.co.uk, the Client will complete the contract for the provision of Medical Services (including Beauty Services) with the Healthcare Provider or Beauty Treatment Provider directly. Clients will not be obliged to complete a transaction in the event that it is an illegal transaction or contrary to this Agreement.
5. The contract for the sale by you of any product or Medical Service (including Beauty Treatments) advertised on the Website will be directly between the Client and the Healthcare Provider (including Beauty Treatment Providers). No contract for the sale of any Medical Services (including Beauty Services) will exist between the Healthcare Provider (including Beauty Treatment Providers) and Newholidays.co.uk or any Client and Newholidays.co.uk. The contract between the Healthcare Provider (including Beauty Treatment Providers) and Newholidays.co.uk will be for the provision of the Lead.

#### Client Contact Policy

1. You agree to use best possible efforts to contact every client that creates a lead for you by both phone and email within two business days of the lead being created.

#### Commencement and Duration



1. This Agreement shall commence on the date it is accepted by Newholidays.co.uk and shall continue in force until terminated in accordance with the terms of this Agreement.

#### Data Protection

1. The Healthcare Provider (including Beauty Treatment Providers) warrants to Newholidays.co.uk that it shall comply strictly with all legal requirements.
2. For the purposes of this Agreement "Data" means all electronic data or information, including personal data as defined in the DP Acts, submitted by the Client on the Website and

transferred by Newholidays.co.uk to the Healthcare Provider, the processing of which is necessary to conclude the contract between the Healthcare Provider (including Beauty Treatment Providers) and the Client.

3. The Healthcare Provider (including Beauty Treatment Providers) undertakes that it shall process the Data only to the extent necessary to provide the Medical Services or Beauty Treatment Services, and strictly in accordance with the terms of this Agreement and Newholidays.co.uk's instructions from time to time.
4. The Healthcare Provider (including Beauty Treatment Providers) shall ensure that only such of its employees, contractors and agents who may be required by the Healthcare Provider (including Beauty Treatment Providers) to assist it in meeting its obligations under this Agreement shall have access to the Data. The Healthcare Provider (including Beauty Treatment Providers) shall ensure that all employees, contractors and agents used by it to provide the Medical Services or Beauty Treatment Services have undergone training in the law of data protection and in the care and handling of Data.
5. The Healthcare Provider (including Beauty Treatment Providers) undertakes not to disclose the Data to a third party in any circumstances other than strictly required for the performance of the Medical Services or Beauty Treatment Services at the specific request of Newholidays.co.uk or as otherwise specified herein.
6. The Healthcare Provider (including Beauty Treatment Providers) shall carry out the processing in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
7. The Healthcare Provider (including Beauty Treatment Providers) shall take appropriate security measures against unauthorised access to, or unauthorised alteration, disclosure or destruction of Data, in particular where the processing involves the transmission of Data over a network, and against all other unlawful forms of processing.
8. The Healthcare Provider (including Beauty Treatment Providers) shall take all reasonable steps to ensure that persons employed by the Healthcare Provider (including Beauty Treatment Providers) and other persons at the Healthcare Provider's or Beauty Treatment Provider's facilities at which the Medical Services or Beauty Treatment Services are provided are aware of and comply with the relevant security measures aforesaid.

9. This Agreement is entered into for the benefit of the Client and the Client or its agent is hereby entitled to directly enforce the provisions of this Agreement as a third party beneficiary.

10. The parties agree that on the completion of the provision of Medical Services or Beauty Services to the Client, the Healthcare Provider (including Beauty Treatment Providers) shall when requested to do so by Newholidays.co.uk use reasonable endeavours to return all Data transferred to it by Newholidays.co.uk and the copies thereof, or shall destroy all the Data and certify to Newholidays.co.uk that it has done so, unless legislation imposed upon the Healthcare Provider (including Beauty Treatment Providers) prevents it from returning or destroying all or part of the Data transferred. In that case, the Healthcare Provider (including Beauty Treatment Providers) warrants and undertakes that it will guarantee the confidentiality of the Data transferred and will not further process the Data transferred.

11. The Healthcare Provider (including Beauty Treatment Providers) warrants that upon a request of Newholidays.co.uk and/or of the Data Protection Commissioner, it will submit its data processing facilities for an audit.

12. The Healthcare Provider (including Beauty Treatment Providers) agrees to indemnify Newholidays.co.uk and keep fully and effectively indemnified and hold Newholidays.co.uk, its officers, directors, employees, agents, subsidiaries, affiliates, Clients, suppliers and any of our service providers harmless from and against any and all liabilities, claims, demands, obligations, losses, expenses, damages, penalties, actions, judgments, suits and costs of any kind or nature whatsoever, including legal costs, resulting from any violation or breach by the Healthcare Provider (including Beauty Treatment Providers) of this clause 6.

13. The Healthcare Provider (including Beauty Treatment Providers) shall not disclose the identity of any Client without the express prior written approval of the Client or, where relevant,

Newholidays.co.uk. Inclusion in any reference or marketing list shall also only be undertaken with the express prior written approval of the Client and/or Newholidays.co.uk.

14. The Healthcare Provider (including Beauty Treatment Providers) agrees that all personal information entered into their brochure or search result has been obtained with the permission of the individual in question and that the individual in question has agreed to the unrestricted publication of this information and the transfer of this information to outside the European Union

15. Communication between clients and clinics (including beauty saloons) by email may be sent via Newholidays.co.uk. The content of these emails may be retained by Newholidays.co.uk in order to assist clients and clinics in tracking their communication.

#### Warranties

1. The Healthcare Provider (including Beauty Treatment Providers) warrants that the Medical Services or Beauty Treatment Services shall be supplied and rendered by appropriately experienced, licensed, qualified and trained personnel of the Healthcare

Provider and the Healthcare Provider (including Beauty Treatment Providers) warrants that it has adequate numbers of such personnel available in order to perform its obligations to the Client.

2. Without prejudice to clause 8.1, the Healthcare Provider (including Beauty Treatment Providers) warrants that the performance of the Medical Services (including Beauty Treatment Services) is permitted and lawful and that the Medical Services (including Beauty Treatment Services) shall be carried out in accordance with the skill, diligence, prudence, foresight and judgment which would be expected from of a properly qualified and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the standards generally applied at the relevant time in the medical industry (including beauty industry) in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments and at all times in accordance with its own standards, policies and procedures.

3. The Healthcare Provider (including Beauty Treatment Providers) further warrants, represents and covenants with Newholidays.co.uk, and acknowledge that Newholidays.co.uk is relying on such warranties, representations and covenants, that:

1. it has the legal capacity to enter into a contract and has power and authority to execute, deliver and perform all its obligations under this Agreement;

2. it will at all times be and remain in full compliance with all applicable legislation and be and remain a member of a recognised body that sets, meets and implements relevant conduct and best practice within the appropriate medical industry. If the Healthcare Provider (including Beauty Treatment Providers), for any reason, ceases to be a member of such a recognised body or is non-compliant with any applicable legislation, it shall notify Newholidays.co.uk immediately and cease to provide the Medical Service (including Beauty Treatment Services) to Clients;

3. it holds a valid licence to provide Medical Services (including Beauty Treatment Services) issued by the relevant medical regulatory authority in its country. If the Healthcare Provider's licence (including Beauty Treatment Provider's licence) expires or is no longer valid, then it shall notify Newholidays.co.uk immediately and cease to provide the Medical Service (incl. Beauty Services) to Clients;

4. it will only pursue Leads in relation to those Medical Services (incl. Beauty Services) that it is both qualified to provide and in fact provides to patients (including beauty customers) on a day to day basis as one of its practice areas;

5. it will not provide any information or make any statement that is untrue, false, incorrect or misleading including in particular (but not limited to) information relating to its identity, contact details, experience, certification, services and prices;

6. any and all information that it has provided is true, and will continue to be true, in every respect throughout the period this Agreement remains in force and it agrees to duly notify Newholidays.co.uk, or where applicable the Client directly, of any changes to such information immediately;

7. any and all information that it has provided is not defamatory, libellous, pornographic or obscene and does not violate any laws regarding unfair competition, anti-discrimination or false advertising;
8. the Nominated Representative, as defined in clause 9.6, shall be authorised to bind the Healthcare Provider (including Beauty Treatment Providers) in all matters related to this Agreement;
9. it will not promote services or engage in any activity which it knows, or reasonably ought to know will, or may, be illegal in its local jurisdiction;
10. the content posted on the Website does not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and,
11. it accepts and agrees to abide by the terms of the Agreement, as may be amended from time to time.

#### Registration

1. Registration is required if you wish to receive Leads, view historic Leads or have your organisation's details listed on the Website.
2. In order to complete the registration process and to open an account on the Website, you must choose a User ID and password. Newholidays.co.uk may restrict your chosen User ID or password.
3. When registering, you will be asked to provide information such as your name, address, telephone number, email address, credit card details and details of the Medical Services (Beauty Treatment Services) available from the Healthcare Provider (including Beauty Treatment Providers) and about the personnel who will deliver said services. You warrant and undertake that any information provided by you when registering with Newholidays.co.uk is up-to-date, accurate in all material respects, not the confidential property of others or in violation of any other third party's rights, and is sufficient for us to facilitate the Website Services. You are responsible for maintaining and promptly updating your account information as necessary to ensure accuracy and completeness. You are also responsible for keeping all such information (including your credit card details and any passwords given to you) secure against unauthorised access. We will not be liable to you for any losses you may incur as a result of any unauthorised third party access to your account and/or any fraudulent use of your credit card on the Website.
4. You are responsible for all actions taken under your account and you agree only to use or utilise this Website using your own User ID and password. You must keep your password safe and not disclose it to any other person or permit, either directly or indirectly, any other person to utilise your account. You agree to immediately notify Newholidays.co.uk of any unauthorised use of your password and/or account or of any other unauthorised breach of security. Any action designed to undermine the system and to alter your profile or the profiles of others is strictly prohibited.

5. Newholidays.co.uk reserves the right to refuse to accept your application for registration and/or to terminate your registration and close or suspend your account without prior notice at any time at the discretion of Newholidays.co.uk. Newholidays.co.uk is not liable to you or any third party for any suspension or termination of access to this Website.

6. When registering you will be asked to nominate an individual from your organisation ("Nominated Representative") who shall be responsible for the management of all matters relating to this Agreement. If the Nominated Representative leaves your employment or you wish to nominate an alternative individual as your Nominated Representative, then you must inform Newholidays.co.uk immediately.

7. Information sent over the internet cannot be guaranteed to be completely secure as it is subject to possible interception or loss or possible alteration. You understand and agree to assume the security risk for any information you provide using the Website. We are not responsible for any information sent over the internet and will not be liable to you or anyone else for any damages or other loss incurred in connection with any information sent by you to us or any information sent by us to you over the internet or any information provided to you by a Client or any third party. Charges and Payment

1. There is a fee or payment for all accounts

2. All sums due to Newholidays.co.uk shall be paid in full by credit/debit card or Paypal (Paypal to be confirmed – please contact us), unless alternative payment facilities have been agreed with Newholidays.co.uk in writing. Provision of the Website Service shall be conditional on the Healthcare Provider (including Beauty Treatment Providers) making all necessary arrangements to pay for the Website Service by such means. Newholidays.co.uk reserves the right to verify credit or debit card payments prior to your purchase of a Lead.

3. All sums due to Newholidays.co.uk are exclusive of VAT and all other applicable duties and taxes will be payable by the Healthcare Provider (including Beauty Treatment Providers).

4. You acknowledge that Newholidays.co.uk will automatically bill your credit/debit card or Paypal account for the agreed amount when your account has a negative balance

5. You also acknowledge that Newholidays.co.uk will automatically bill your credit/debit card or Paypal account for the agreed amount at the end of your subscription period

#### Suspension/ Termination

1. Newholidays.co.uk may at any time, without notice to you, suspend or terminate your access to this Website or any service forming part of this Website, wholly or partially for any reason, including without limitation, where you have provided false or misleading information, or you are in breach of this Agreement, or if Newholidays.co.uk cannot verify or authenticate any information submitted to the Website. Newholidays.co.uk is not liable to you or any third party for any suspension or termination of access to this Website.

## Use of Website

1. You agree not to use the Website or any of its facilities and/or services for any purpose that is unlawful or prohibited by this Agreement, including but not limited to:

1. any purpose that is fraudulent, unlawful or prohibited by this Agreement;
2. accessing or using the Website in or from jurisdictions which restricts or prohibits same by local law;
3. accessing or using the Website in any manner which could damage, disable, overload, flood, mail bomb, crash or impair the Website or interfere with any other party's use and/or enjoyment of the Website. In particular, you will not post or transmit to or from the Website any unlawful, harassing, threatening, libellous, defamatory, tortious, obscene, hateful, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under law;
4. transmitting material which may cause harm to Newholidays.co.uk's or any other party's computer systems, including but not limited to any material which contains viruses, Trojan horses, worms, spyware, adware, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy or otherwise impair a computer's functionality or the operation of the Website;
5. harassing, harming or abusing another person, or contacting, advertising, soliciting, selling to any other person without their prior written consent or transmitting or relaying spam;
6. accessing data or materials not intended for your use; logging into a server or account which you are not authorised to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; or impersonating any person or entity, or falsely stating or otherwise misrepresenting their identity or affiliation in any way;
7. attempting to gain unauthorised access to the Website, or any accounts, computer systems and networks connected to any Newholidays.co.uk website, through hacking, password miming or any other means; or
8. harvesting or otherwise collecting by any means any programme material or information, including without limitation email addresses or details of other users, from the Website or monitoring, mirroring or copying any content of the Website without the prior written consent of Newholidays.co.uk.

2. The pages contained in the Website may contain technical inaccuracies and typographical errors. The information on the Website may be updated from time to time but we do not accept any

responsibility for keeping the information in these pages up-to-date nor any liability for any failure to do so.

3. Newholidays.co.uk reserves the right, at its sole discretion, to pursue all of its legal remedies upon breach by you of this Agreement, including but not limited to cancellation of your bids for prospective Leads, your postings and content from the Website, immediate termination of your registration and your account and restricting your ability to access the Website and use the Website Services.

4. You agree to purchase or decline all leads offered to you through the Website within three business days. Leads not purchased or declined after three business days may be removed from your account.

#### Copyright Notice and Limited Licence

1. The information, content, graphics, text, sounds, images, buttons, trademarks, service marks, get-up, business names, domain names, rights in good will, know-how, designs and rights in designs, trade names and logos, whether registered or unregistered, (the "Materials") contained in the Website are protected by copyright, trade mark, database right, sui generis right and other intellectual property laws and are also protected under national laws and international treaties. Newholidays.co.uk and/or its licensors (as the case may be) retain all right, title, interest and intellectual property rights in and to the Materials.

2. Any other use of the Materials on the Website, including any form of copying or reproduction (for any purposes other than those noted above), modification, distribution, uploading, re-publication, extraction, re-utilisation, incorporation or integration with other Materials or works or re-delivery using framing technology, without the prior permission of Newholidays.co.uk is strictly prohibited and is a violation of the proprietary rights of Newholidays.co.uk. Other than as expressly provided herein nothing in this Agreement should be construed as conferring by implication or otherwise any licence or right under any copyright, patent, trade mark, database right, sui generis right or other intellectual property or proprietary interest of Newholidays.co.uk, its licensors or any third party.

3. You agree to grant Newholidays.co.uk a non-exclusive, royalty free, world-wide, perpetual licence with the right to sub-licence, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any Materials and other information (including without limitation ideas contained therein for new or improved services) you submit to the Website either during the registration process or otherwise.

4. You agree to grant Newholidays.co.uk a non-exclusive, royalty free, world-wide, perpetual licence to use your name and details for publicity and client/business development purposes and, in particular, but without limitation, Newholidays.co.uk shall be entitled to use your name and details on Newholidays.co.uk client lists, on Newholidays.co.uk's CV/resume and on the Website.

#### Content Policy

1. Newholidays.co.uk acts as a passive conduit for the online distribution and publication of information submitted through the Website, and has no obligation to screen content or information in advance and is not responsible for screening or monitoring material posted by Clients or Healthcare Providers (including Beauty Treatment Providers). You are solely responsible for the content and information you provide to us to be published on the Website through our data entry forms. We reserve the right to edit or remove your content if we believe it is untrue or that it may create liability for us.

2. You acknowledge that Clients may publish reviews and opinions of the Medical Services (including Beauty Treatment Services) and other services/facilities provided by you or by other Healthcare Providers (including Beauty Treatment Providers) either on the Website or on associated or linked websites and you consent to the unrestricted publication of both positive and negative reviews about you. You acknowledge that these reviews and opinions may be used even after the termination of your account.

3. You agree not to publish reviews of yourself or any other clinics or saloons on the site Disclaimers

1. This clause limits Newholidays.co.uk's legal liability to you for your access to and use of the Website. You should read this clause carefully. You acknowledge that you have entered into this Agreement relying on the disclaimers stated herein and that those disclaimers are an essential basis of this contract.

2. The Website is available to all users "as is" and, to the greatest extent permitted by applicable law, the Website is made available without any representations or warranties of any kind, either express or implied.

3. Newholidays.co.uk makes no representations, warranties or undertakings about the services or materials available on the Website, including without limitation, their merchantability, quality or fitness for a particular purpose.

4. Newholidays.co.uk makes no representations, warranties or undertakings that the website, or the server that makes it available, will be free from defects, including, but not limited to, viruses or other harmful elements. To the maximum extent permitted by applicable law, Newholidays.co.uk accepts no liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond the control of Newholidays.co.uk, which corrupts or effects the administration, security, fairness or the integrity or proper conduct of any aspect of the Website.

5. All use by you of the Website is at your own risk. You assume complete responsibility for, and for all risk of loss resulting from, your downloading or using of, or referring to or relying on the facilities, service, materials or products provided on the Website, or any other information obtained from your use of the Website. You agree that, to the maximum extent permitted by applicable law, Newholidays.co.uk and providers of telecommunications and network services to Newholidays.co.uk, will not be liable for damages arising out of your use or your inability to use the Website, and you hereby waive any and all claims with respect thereto, whether based on contract, tort or other grounds.

6. No advice or information, whether oral or written, obtained by you from Newholidays.co.uk shall be deemed to alter this disclaimer of warranty, or to create any warranty.

#### Limitation of Liability

1. To the fullest extent permitted by applicable law, neither Newholidays.co.uk nor any of its officers, directors, employees, affiliates or other representatives will be liable for loss



or damages arising out of or in connection with your use of any facilities, services and Website Services offered or transactions entered into through or from the Website including, for the avoidance of doubt, your transactions with clients or medical services (including beauty treatment services) facilitated through the Website, including, but not limited to, direct, indirect or consequential loss or damages, loss of data, loss of income, profit or opportunity, loss of, or damage to, property and claims of third parties, even if Newholidays.co.uk has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable.

2. In no event shall Newholidays.co.uk nor any of its officers, directors, employees, affiliates or other representatives be liable for any damages whatsoever resulting from the statements or conduct of any client or third party or the interruption, suspension or termination of the Website Services, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

3. Without limiting the foregoing, under no circumstances shall Newholidays.co.uk nor any of its officers, directors, employees, affiliates or other representatives be held liable for any delay or failure in performance of the Website resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, internet failure, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, strikes, lay-way disputes, riots, interactions, civil disturbances, shortages of labour or materials, fires, floats, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third party.

4. Neither party may exclude liability for death, personal injury or fraud caused by that party's negligence or that of its employees or authorised representatives.

#### Indemnity

1. You agree to defend, indemnify and keep indemnified and hold Newholidays.co.uk and, as applicable, its officers, directors, employees, Clients, affiliates or other representatives harmless against any and all claims, proceedings, actions, costs, including legal costs, charges, expenses, damages, liability, losses and demands made by or liabilities to any third party resulting from any activities conducted under your account, your use or misuse of the Website, including but not limited to posting content on the Website, entering into transactions with Clients, the provision of Medical Services (incl. Beauty Treatment Services) to Clients, contacting others as a result of their postings on the Website, infringing any third party intellectual property or other rights, failing to deliver the Medical Services (including Beauty Treatment Services) to Clients, or other issues arising out of your breach or any breach of this Agreement.

#### Links to Third Party Websites

1. The Website contains links to third party websites. Your use of third party websites is subject to the terms and conditions of use contained within each of those websites. Access to any other website through the Website is at your own risk. Newholidays.co.uk is not responsible or liable for the accuracy of any information, data, opinions or statements made on third party websites or the security of any link or communication with those websites. Newholidays.co.uk reserves the right to terminate a link to a third party website at any time. The fact that Newholidays.co.uk provides a link to a third party website does not mean that

Newholidays.co.uk endorses, authorises or sponsors that website, nor does it mean that Newholidays.co.uk is affiliated with the third party website, or its owners or sponsors. Newholidays.co.uk provides these links merely as a convenience for those who use the Website.

#### Availability

1. Although Newholidays.co.uk endeavours to ensure the Website is available at all times, there may be occasions when access to the Website may be interrupted, e.g. to allow maintenance, upgrades and emergency repairs to take place, or due to failure of telecommunications links and equipment that are beyond our control. You agree that Newholidays.co.uk shall not be liable to you for any loss incurred by you resulting from the modification, suspension or discontinuance of the Website.
2. You have sole responsibility for adequate protection and back up of any content and data you submit to the Website and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive items.

#### Termination

1. Newholidays.co.uk may terminate this Agreement forthwith if:
  1. the Healthcare Provider (including Beauty Treatment Providers) commits a material breach of this Agreement and fails to remedy that breach (if capable of remedy) within thirty (30) days after receipt of written notice from Newholidays.co.uk requiring its remedy. For the avoidance of doubt, failure on the part of the Healthcare Provider (including Beauty Treatment Providers) to provide the Medical Services (including Beauty Treatment Services) in accordance with the skill, diligence, prudence, foresight and judgment which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the standards generally applied at the relevant time in the medical profession, shall be considered a material breach of this Agreement;
  2. the Healthcare Provider (including Beauty Treatment Providers) becomes bankrupt, or makes any composition or arrangement with, or conveyance or assignment for the benefit of its creditors, or enters into voluntary or compulsory liquidation (except for the purpose of bona-fide reconstruction or amalgamation), or if a receiver or examiner is appointed over any of its assets, or if any similar insolvency event occurs in any jurisdiction;
  3. the Healthcare Provider (including Beauty Treatment Providers) ceases, or threatens to cease, carrying on business;
  4. Newholidays.co.uk cannot verify or authenticate any information submitted to the Website;
  5. you fail or refuse to pay any money due to Newholidays.co.uk arising out of or in connection with any of the Website Services;
  6. you commit any offence;
  7. you cause to be published on the Website or send via the Website any actual or potentially defamatory, offensive, racist, harmful or obscene language or material; or you

cease to be a member of a recognised body as described in clause 8.3.2 or your licence to provide Medical Services (including Beauty Treatment Services) as described in clause 8.3.3 expires or is no longer valid.

2. If for any reason Newholidays.co.uk suspends or discontinues the Website, or is unable to supply the Website Services, Newholidays.co.uk is not liable to you or any third party for any suspension or termination of access to or use of the Website.

3. On termination or expiry of this Agreement howsoever caused and without prejudice to clause 7:

1. the Healthcare Provider's (including Beauty Treatment Provider's) authorisation to use the Data will automatically cease. The Healthcare Provider (including Beauty Treatment Providers) undertakes immediately to cease to use the same and to use reasonable endeavours either to return to Newholidays.co.uk or the Client the Data and all copies of it or, if requested by the Client or Newholidays.co.uk only, to delete, destroy or otherwise make permanently unusable the Data within the Healthcare Provider's (including Beauty Treatment Provider's) control or possession;

2. within five (5) days of the date of termination or expiry, the Healthcare Provider (including Beauty Treatment Providers) shall return to the Client all copies of any documentation supplied by the Client to the Healthcare Provider (including Beauty Treatment Providers) unless notified in writing to the contrary by the Client;

3. within thirty (30) days of the date of termination or expiry, the Healthcare Provider shall certify to Newholidays.co.uk in writing that it has fully complied with its obligations under this clause 16; and

4. any accrued rights or obligations to which Newholidays.co.uk may be entitled or be subject before such termination or expiry shall remain in full force and effect and termination or expiry shall not affect or prejudice any right to damages or other remedy which Newholidays.co.uk may have under this Agreement which existed at or before the date of termination or expiry.

4. Newholidays.co.uk shall be entitled to terminate this Agreement for convenience at any time and without notice or penalty or charge. At any time, you can also terminate your account in your "My Account" setting on the Website and Newholidays.co.uk will remove all information about you from view by Clients. Once your membership terminates, you will have no right to use the Website Service. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any termination of your membership.

#### Changes in this Agreement

1. Newholidays.co.uk may modify or terminate any services offered through the Website from time to time, for any reason and without notice, and without liability to you, any other user or any third party. Newholidays.co.uk reserves the right to change the content, presentation, performance, user facilities and/or availability of any part of the Website at its sole discretion, including this Agreement from time to time. You should check this Agreement for any changes each time you access the Website. Your continued use of the

Website and/or clicking on the "I accept" button will signify your acceptance of any revised Agreement.

#### Jurisdiction and Governing Law

1. The Website is controlled and operated by Newholidays.co.uk from England. Newholidays.co.uk does not make any representation that the facilities, services and/or Materials offered through the Website are appropriate or suitable for use in countries other than England and Wales, or that they comply with any legal or regulatory requirements in any other countries. In accessing the Website, you do so at your own risk and on your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. If it is prohibited to make the Website, facilities, services and/or Materials offered through the Website or any part of them available in your country, or to you, whether by reason of nationality, residence or otherwise, the Website, the facilities, services and/or Materials offered through the Website or any part of them are not directed at you.

2. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and you hereby agree for the benefit of Newholidays.co.uk and without prejudice to the right of Newholidays.co.uk to take proceedings in relation to this Agreement, or for such purposes you irrevocably submit to the jurisdiction of such courts.

3. The language of any dispute resolution procedure or any proceedings under this Agreement will be English.

#### Relationship of the Parties

1. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Healthcare Provider (including Beauty Treatment Providers) and Newholidays.co.uk nor shall either party be deemed to be the agent of the other.

2. The Healthcare Provider (including Beauty Treatment Providers) shall have no right or authority to and moreover shall not commit any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of Newholidays.co.uk or bind Newholidays.co.uk in any way. Miscellaneous

1. Any waiver of any provision of this Agreement must be in writing and signed by Newholidays.co.uk in order to be valid. Any waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of any provision in the future. Each of the provisions of this Agreement is separate and severable and enforceable accordingly and if at any time any provision is judged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

2. This Agreement represents the entire understanding and agreement between the Healthcare Provider (including Beauty Treatment Providers) and Newholidays.co.uk relating to use of the Website, its facilities and/or services and supersede any and all prior statements, understandings and agreements.

3. The Healthcare Provider (including Beauty Treatment Providers) shall not assign, transfer or charge or purport to assign, transfer or charge any of its rights under this Agreement.
4. You acknowledge that this Agreement supersedes and cancels all previous contracts, agreements and working arrangements between us, whether oral or written, express or implied. This Agreement prevails over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted.
5. No relaxation, forbearance, delay or indulgence by either you or us in enforcing any of this Agreement or the granting of time by either party to the other shall prejudice or restrict such rights and powers.
6. If for any reason Newholidays.co.uk determines, or a court of competent jurisdiction finds, that any provision or portion of this Agreement is illegal, unenforceable, or invalid under applicable law in a particular jurisdiction;
  1. this Agreement will not be affected in other jurisdictions to the extent that such determination or finding has no application; and
  2. in the relevant jurisdiction, the remainder of this Agreement (to the fullest extent permitted by law) will continue in full force and effect.

#### Notices

1. Any notice or other communications in relation to this Agreement may be given by sending same by pre-paid post or e-mail to the latest address and contact that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law. Such notices or communications (where properly addressed) shall be considered received:
  1. if posted, 5 working days after the date of posting;
  2. if sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of 48 hours after transmission, provided that the sender has not received notification of unsuccessful transmission.