

TERMS OF WEBSITE USE

www.trcvillas.com is a site operated by The Villas at Renaissance Limited (“We”). We are registered in Scotland under registered number SC** and have our registered office at The Villas at Renaissance, Muirfield View, Dirleton, EH39 5HR. Our main trading address is The Renaissance Club, Cowden Hill Drive, Dirleton, North Berwick, EH39 5HS. Our VAT number is ****

All use of our website, www.trcvillas.com (“our site”), is in accordance with these terms. By using our site, you confirm that you accept these terms of use and that you will comply with them. If you do not agree to these terms then you should cease use of our site immediately.

We recommend that you print a copy of these terms for future reference as we may amend these terms from time to time. Every time you wish to use our site, please check this page to ensure that you understand the terms that apply at that time. We reserve the right to change these terms with immediate effect from time to time as we see fit and your continued use of our site will signify your acceptance of any adjustment to these terms. If there are any changes to our policies, we will announce that these changes have been made on our home page and on other key pages on our site.

To contact us, please email bookings@trcvillas.com.

Additional Terms

In addition to these terms, there are other policies that may apply to you whilst using our site or any associated services. These are:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on our site.
- If you purchase goods from our site, our Online Supply of Goods Terms will apply to all such sales;
- If you purchase vouchers from our site, our Voucher Terms and Conditions will apply to all such sales;

- If you make a reservation through our site, our Reservation Policy will apply to your reservation;

collectively, (the “Additional Terms”).

These terms, together with any applicable Additional Terms or any other document referred to in them, constitute a legally binding agreement between you and The Villas at Renaissance Limited.

Access to the Website

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If you choose, or you are provided with, a user account name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user account at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, that they comply with them.

Liability

We do our best to ensure all information on the site is accurate and kept up to date; however, the information is given as general information only, and you must not use or rely on it for any other purpose. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. If you find any inaccurate information on our site please let us know and we will correct it, where we agree that it is accurate, as soon as practicable. We accept no liability for any loss or damage which you may suffer as a result of any inaccuracy or incompleteness of information on the site. Although files are virus checked, no guarantee is given that files are free from computer viruses. We reserve the right to withdraw or amend the service we provide via the site without notice. We will not be liable if for any reason the site is unavailable for any period.

We will not be liable for any indirect or consequential loss or damage whatsoever (including, without limitation, loss of income, business, use, opportunity, data, goodwill or profits), whether in an action of contract, delict (including negligence) or otherwise, arising, directly or indirectly, out of or in connection with your use of our site.

Nothing in these terms shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or breach of statutory duty, or that of our employees or agents.

You indemnify us in full (and all respective officers, directors, employees and agents) for any losses or costs, including reasonable legal fees, we incur arising out of or in connection with any breach by you of these terms, your improper use of our site and/or services, or your breach of any law or third party rights.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in 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 off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If you believe you own intellectual property rights in any content on our website, and you have not authorised use of such content, please contact us at bookings@trcvillas.com and we will look into it. We reserve the right to temporarily remove or restrict access to the content in question while we investigate.

Privacy

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our site

Contracts for the supply of goods or services formed through our site are governed by our Online Supply of Goods Terms.

Acceptable Use - Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation, or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. • For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, or to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

Suspension and Termination

Failure to comply with these terms constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking or further action, including legal proceedings or disclosing such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack or a distributed denial-of service attack.

Linking to our site

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

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to bookings@trcvillas.com

Linked Websites

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and cannot accept responsibility for content on such sites or for any goods or services offered on such sites. Third party websites may be subject to terms of use and it is your responsibility to check these.

Jurisdiction

Please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction.

Trade Marks

“THE VILLAS AT RENAISSANCE” are UK Registered trade marks of The Renaissance Club Limited. You are not permitted to use them without our approval.

RESERVATION POLICY

We require a minimum of 24 hours notice to amend, or cancel a reservation. You can amend your booking by contacting us on 01620 850 901 or by email at bookings@trcvillas.com.

For all bookings, guests are required to provide credit/debit card details to secure the reservation. The Villas at Renaissance reserves the right to charge any guest cancelling within 24 hours, or any guest who fails to show for their reservation. Charges will be taken from the credit card provided at the time of booking without further notice.

For private dining dinner reservations, a deposit of £40 per guest is required at the time of booking to secure the reservation. If a private dining reservation is cancelled within 4 weeks of the reservation date, this deposit will not be refunded. If a private dining reservation is cancelled within 2 weeks of a reservation date, the deposit paid will not be refunded and The Villas at Renaissance reserves the right to charge a further cancellation charge of £40 per person (lunch or dinner reservation). Charges will be taken from the credit/debit card provided at the time of booking without further notice.

A minimum spend applies to any private dining dinner reservation.

In the unlikely event that a reservation is cancelled by The Villas at Renaissance the venue will make every endeavour to rebook the reservation at a mutually convenient date and time. The Villas at Renaissance cannot be held liable for any travel or accommodation costs in relation to a cancellation.