

Terms and conditions

Last Updated: March 1, 2013

Terms and Conditions Applicable to Users of the Services provided by this Site

User's attention is specifically drawn to the provisions of Clauses 7.2, 9.8 and 10 below.

1. Interpretation

Definitions. In these Conditions, the following definitions apply:

Accommodation: a property or part of a property available for short term occupation through the Site.

Accommodation Registration Form: the form on the Site to be completed by a 400holidays.com on authorisation by owner or manager of the property who wishes to offer Accommodation subject to these Conditions.

Account: shall have the meaning given to that term in clause 4.1 below.

Booking: the Guest's request for a short term licence to occupy premises listed on the site as set out in the Guest's order form, This agreement could take form of a phone conversation or email.

Company: FlatNav Limited, trading as 400holidays.com registered in England and Wales with company number 07926405 (also referred to below as "us" or "our") . Charges: the charges payable (as the case may be) by the Host (as specified in the order form at the time of the Booking) or the Guest (as specified in the final price) for the supply of the Services and the Licence in accordance with these Conditions.

Commencement Date: has the meaning set out in the Guest's order form/email in respect of the Booking.

Conditions: these terms and conditions as amended from time to time in accordance with clause 3.

Contract: the contract between the Company and the Guest (or between the Company and the Host) for the supply of the Services in accordance with these Conditions.

Licence: the licence granted to the Guest by a Host in respect of Accommodation subject to these Conditions.

Guest: the person or firm being a registered User who requests a Booking through the Site, phone or email

Host: a User of the Services who advertises Accommodation on the Site for occupation under a Licence.

Intellectual Property Rights: all patents, rights to inventions, utility models,

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

Services: the Site acting as an intermediary that enables Users to conclude Licenses between themselves and to contract with the Company and/or our named suppliers for ancillary services such as the concierge and ground transportation.

Site: the website of the Company www.400holidays.com.

User: a person who uses the Site whether or not they become a Guest or a Host (also referred to below as: "You" or "Your").

2. Construction.

In these Conditions, the following rules apply:

- 2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2. a reference to a party includes its successors or permitted assigns
- 2.3. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.4. a reference to writing or written includes faxes and e-mails and any electronic communication through the Site.

3. General

- 3.1. By accessing our Site and/or using our Service, whether or not you register, You agree to be bound to the following terms ("Terms"), which You acknowledge You have read and understood.
- 3.2. The Company reserves the right, at our sole discretion, to change, modify or otherwise alter these Terms at any time. You must review these Terms on a regular basis to make yourself aware of any changes.
- 3.3. By using this Site, You agree that the posting of new or revised Terms on the Site shall constitute adequate constructive notice to You of any and all revisions and changes. Continued use of the Services after any such changes or after explicitly accepting the new Terms upon logging into the Site shall constitute Your consent to such changes.

3.4. Upon completing a Booking through the Site or associated email or phone service you will be making an offer to enter into a Licence and to make payment for the Services and upon acceptance of that Booking You agree and accept liability for the Charges applicable to you as Guest or Host. Acceptance or rejection of a Booking will be confirmed (in the case of a Guest) by an email to the address You provided through the Site upon registering with us within 24 hours of your Booking application or (in the case of a Host) by replying to a request by email or phone. The Host may reject a Booking or ask more questions of the potential Guest by email. This communication will be done through 400 Holidays communication system/emails. 400 Holidays is acting solely as an intermediary to introduce Guests and Hosts through the Site and is not and has no duties to act as an agent for either party to a Licence.

3.5. You agree that these Conditions together with any relevant terms in the Booking or the Accommodation Registration Form (not including any Content supplied by a User save for the replies to questions concerning the Contract) constitute the entire agreement between You and the Company to the exclusion of any other terms and that You have not relied upon any statement promise or representation made or given by the Company which is not set out here or in the Booking or Accommodation Registration Form/email.

3.6. In the Accommodation Registration Form/email You can specify if you wish to use any other services, which could be charged.

4. Eligibility and Accounts

4.1. To register for a User account (an "Account"), go to the Site and provide the requested information. By registering, You represent and warrant that (a) You are eligible for an Account as set forth in these Terms; and (b) the information You include as part of the registration process is accurate and not misleading. Accounts may be created and used only by (i) individual, independent adults who are eighteen (18) years or of legal age in their country of residence if such age exceeds eighteen (18) and (ii) individuals with the right and authority to act on behalf of the organisation or entity for which they purport to act for the purposes of using the Services provided on the Site. An Account can also be created by a User providing log in details of social networking sites such as Facebook or Linked-in. The Site will (at Your request) import data from those sites. You will be solely responsible for ensuring that this will be in compliance with the terms of such other sites and all data imported from such sites shall be treated as Content supplied to this Site by the relevant User.

4.2. Upon obtaining an Account, You shall have access to the Services as specified on the Site as provided by the Company or our named supplier from time to time and in our sole discretion. The Company may add, delete or change some or all of the Services provided for free as part of the Account at any time. You will be notified of any changes and given the option to continue to use or to terminate Your Account. You will be responsible for paying all applicable taxes and for all hardware, software, service and any other costs that

You incur to access Your Account. You may not transfer or share Your Account with anyone.

4.3. As a registered User, You further agree to update Your personal information (as set out in the registration form) as and when there is any change in such information and any information relating to the state, cost and availability of Accommodation listed on the Site by You.

4.4. You hereby agree that FlatNav Limited, trading as 400 Holidays, may contact you on your email address with personal communications related to your account, including but not limited to requests booking confirmation, notices and updates. You will be able to opt out of any future electronic communication as and when you may wish to do so.

5. Account Restrictions

5.1. You agree to use Your Account for Your personal use only, and not to redistribute any of the content from this the Site. You agree to comply with all applicable laws regarding use or access of Your Account. The use of Your Account (a) to post false, outdated or misleading information; (b) to post information that we in our sole discretion consider to be inappropriate for our Site (including, but not limited to obscene, defamatory or abusive postings or postings which infringe or appear to infringe the Intellectual Property Rights of any third party) or (c) to post information in breach of the policies published on the Site shall entitle us immediately to terminate Your Account.

5.2. You may not distribute unsolicited commercial messages ("spam") through Your Account or do anything else that imposes an unreasonable or disproportionately large load on our infrastructure. At our option and without further notice, the Company (or our agents) may use anti-spam technologies that may terminate Your messages without delivering them or prevent messages from reaching You. All of our Users shall remain courteous at all times. Personal attacks, insults and other forms of rudeness shall be grounds for the immediate suspension or termination of the offending party's Account, at our sole discretion.

6. Content

6.1. You agree that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Services, are the sole responsibility of the User from whom such Content originates and You shall indemnify and keep the Company indemnified against any claim arising from the Content posted by You or from Your Account. 400 Holidays can help the user in uploading this content with their consent

6.2. The Site provides unfiltered access to Content. You agree that the Company is acting only as an intermediary and that the Company shall have no liability related to Content posted on the Site, whether arising under intellectual property laws, libel, privacy, obscenity, or otherwise. The Company cannot,

nor does the Company undertake any obligation to, control the Content that is posted. By its very nature, the information and Content on the Site is changed frequently, may be inaccurate and in some cases may be wrongly or deceptively labelled. The Company does not make any representation or give any warranty, express or implied, as to the accuracy, timeliness, or completeness of such information or Content, nor does the Company undertake to verify, update or correct such information (including in particular, the identity of the Users) . The Company recommends that You independently verify all information You obtain from the Site. The Company does not make any representation or give any warranty, express or implied, regarding any postings or requests by Users. You agree that any agreement between You and any other User shall be on the terms negotiated and agreed by You and that other User using these terms only as a framework and any Licence shall be entered into at Your own risk. This contract can be entered through the help of 400 Holidays.

6.3. FlatNav Limited, 400 Holidays, grants Users a limited, revocable and non-exclusive license to access the Site to advertise properties available for short term occupation under a Licence and/or to research, view or to make or request a Booking showing their interest in particular Accommodation for their personal use, and/or to request any help or assistance relating to the Services all in accordance with these Conditions.

6.4. Any other use of the Site is expressly prohibited. The license to access this Site does not include any right of collection, aggregation, copying, duplication, display or derivative use of the Site including making any link to the Site from any competing Site, nor any right to carry out data mining whether using robots, spiders or similar data copying and extraction tools without our prior written permission; Provided that general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Site from stable internet protocol addresses or a stable range of internet protocol addresses using an easily identifiable agent are excepted. "General purpose internet search engine" does not include any commercial site or search engine or other service that provide classified listings or property rental advertisements, or any similar service.

7. Your Content

7.1. Although FlatNav Limited, 400 Holidays does not own nor control any of the Content that You post, in consideration of You being allowed access to the Site upon posting Content on the Site You thereby grant to us an irrevocable, perpetual, non-exclusive and worldwide licence to use (both on the Site and for our own purposes), copy, display, adapt, modify, distribute, to have distributed and/or promoted all such Content, and to grant and authorise sublicenses of the same. In addition, by posting Content on the Site, You thereby grant FlatNav Limited all rights necessary to prohibit any subsequent aggregation, display, copying or exploitation of such Content from the Site by any third party for any purpose.

7.2. You are solely responsible for content or any other information or material You post on the Site or link to or otherwise cause to be uploaded to the Site ("Your Content"), and You agree that the Company are acting only as a passive intermediary for the publication of Your Content. If a member of the company assists in uploading content, it remains your responsibility to verify such details. The Company reserves the right (but has no obligation) to take any action with respect to Your Content if the Company is of the opinion that it could create any liability for us or might cause the loss of service from our internet service providers or cause us any other loss (including loss of business opportunity). You represent and warrant that Your Content: (a) shall not infringe any Intellectual Property Rights or other proprietary right or right of publicity or privacy; (b) shall not violate any law or regulation; (c) shall not be defamatory; (d) shall not be obscene; (e) shall not include false, misleading or inaccurate information about You or any Accommodation nor any personal information about any other identifiable individual; and (f) shall not contain any viruses, key loggers, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or take control of any system (or any part thereof), data or personal information. You hereby agree to indemnify and keep the Company indemnified against all claims, losses, costs, expenses, liabilities or obligations arising as a result of any breach of this clause 7.2 by You or by any person using Your Account.

7.3. You agree that FlatNav Limited, 400 Holidays, has no obligation to post any Content from You or any other person. The Company may, in our sole discretion, edit, remove or delete any Content that You may post or submit to the Site and, in particular, the Company reserves the right to control the final appearance and functionality of the Site, which may involve the amendment, reformatting and/or editing of such Content. You agree and undertake to release FlatNav Limited from any liability for any loss or damage resulting from the exercise of these rights and You confirm that You have not and shall not assert any moral rights in relation to Your Content.

8. Booking

8.1. The Site will assist in enquiring about the availability of accommodation and registered Users will be able to complete a form online offering to take a Licence of such Accommodation ("Enquiry").

8.2. When You make a Enquiry on 400holidays.com, we will generate an availability request to the host and come back to you.

8.3. If You cancel Your Booking within the terms of the Cancellation Policy applicable (which will be notified to You prior to You making a Booking request, 400holidays.com will return the advance payment provided for under clause 9(2). No refunds will be provided other than in accordance with the relevant Cancellation Policy by FlatNav Limited. All properties have details cancellation policies listed on the property page. Furthermore, our fees, if any, are non-refundable. You will be solely responsible to solve any dispute arising

out of or related to the stay directly with the Host or Guest (as the case may be). However, in the event that the Accommodation does not match its description in any substantial particular the Guest should immediately notify us (with sufficient evidence to demonstrate the problem) and we may at our discretion attempt to mediate the dispute and we shall have the right to withhold payment to the Host for up to 14 days pending resolution of the dispute.

8.4. If a Host shall cancel any Booking we shall do our best to assist You to find alternative Accommodation to cover the period of Your proposed stay. However, we shall have no liability to You by reason of any such cancellation nor for any consequential loss, cost or expense nor shall we have any liability to You or any other person if we are unable to find alternative Accommodation to suit Your needs or requirements.

9. Payment

9.1. Apart from the Charges connected with any Booking, access to our Site and use of our Services is entirely free.

9.2. Should you decide to make or agree to a Booking, FlatNav Limited is entitled to the Charges specified in Your order form (in the case of a Guest) or in the Accommodation Registration Form (in the case of the Host) and shall take payment from Your credit or debit card (in the case of Guests) within seven Business Days after conclusion of the Contract and from the payment received in respect of the relevant Accommodation prior to accounting for such payment (in the case of Hosts).

9.3. Unless otherwise stated, the Charges are quoted in Sterling.

9.4. As a Host, You agree to have FlatNav Limited add these Charges to the advance payment to be paid by the Guest in consideration for the Booking and to the deduction of its Charges (as specified in the Accommodation Registration Form) by the Company from the sum payable by the Guest.

9.5. Unless the Guest shall cancel the Booking through the Site in accordance with clause 8.3 above FlatNav Limited shall give instructions to its bank to transfer the advance payment minus the Charges to the bank account of the Host one Business Day after the Commencement Date.

9.6. As a Guest, You agree to have FlatNav Limited debit Your credit or debit card of the amount of the Charges upon confirmation of Your Booking. You also agree to pay to the Host when You arrive at the Accommodation or as otherwise agreed with the Host any other costs, expenses or outgoings referred to in the order form relating to the Booking that are not charged to Your credit or debit card by FlatNav Limited

9.7. The Charges shall be made only by a debit of the amount from the Guests credit or debit card (MasterCard, Visa, BACS, or PayPal) specified by the Host during the Booking process. Payment by cash or cheque will not be accepted, and accordingly FlatNav Limited cannot be held liable for any loss of cash or cheques.

9.8. As a registered User, You agree that You shall be billed for all Services

accessed through Your Account, irrespective of whether the Services were accessed by You or by a third party using Your Account. It is Your responsibility to take all measures that are necessary to ensure that Your password remains secret and to prevent the use or misuse of such password by any unauthorised person. You shall notify FlatNav Limited promptly if You discover or suspect that Your password has become accessible to or has been misused by any unauthorised third party, so that the Company can block Your account. As a consequence, You shall indemnify FlatNav Limited for any costs or expenses arising from or related to the unauthorised use or misuse of Your Account. In addition as a Guest You shall indemnify the Host and FlatNav Limited for any loss or damage resulting from the unauthorised use of supplementary or modified printouts, reproductions, copies or counterfeits of Bookings made through Your Account.

10. Disclaimer

10.1. If you access our Site, 400holidays.com, and use our Services, you do so at your own risk. you acknowledge and agree that FlatNav Limited does not check any Guest, Host, or other User's background or record. FlatNav Limited is a reputation-based system. Take advantage of other Users' comments and third-party referrals on Hosts and Guests. Use your common sense and be safe. We attempt to assist you to find the best accommodation out there, but the liability remains with you. Our Site is provided on an "as is" and "as available" basis. The Company expressly disclaims, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

10.2. FlatNav Limited does not warrant that (a) our Site or Services will meet your requirements; (b) our Site will be uninterrupted, timely, secure, or error-free; (c) any information that you may obtain through our Site will be accurate or reliable; (d) the quality of any Accommodation, services, information or other material purchased or obtained by you through our Site will meet your expectations; or (e) any errors in any data or software will be corrected.

10.3 Unless personally or vicariously responsible (for our employees or agents) for any loss or damage caused to the Accommodation or any property within or adjacent thereto FlatNav Limited accepts no liability for such loss or damage and all and any claims relating to such damage are hereby excluded to the fullest extent permitted by law.

11. Release

11.1. By using the Site or our Services and concluding and/or performing a Licence You agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or our named Suppliers with regard to such Licence or Services provided will be limited to a claim against the particular User or Users or the named supplier who caused You harm to the exclusion of

FlatNav Limited.

11.2. As a consequence, you agree not to attempt to impose liability on, or seek any legal remedy from FlatNav Limited, its officers, employees, representatives, agents and successors.

11.3. You shall indemnify and hold harmless FlatNav Limited and its officers, employees, representatives, agents and successors from any and all claims and damages, of every kind and nature, arising out of or in any way connected with your interactions with other Users on the Site or your experiences as a Guest or Host in connection with any Licence concluded through the Site and in respect of any services supplied by any named Supplier.

11.4. Your privacy is very important to Us. By accepting this Agreement, You expressly consent to certain disclosures of Your Personal Information (as defined in Privacy policy) to Us and the other Users, as described in our Privacy Policy, which is incorporated herein by reference.

12. Termination

12.1. The Company may, in our discretion and without liability to You, with or without cause, with or without prior notice and at any time: (a) terminate Your access to Our Site, (b) deactivate or delete any of your Accounts and all related information and files in such Accounts as well as Content originating from You and (c) bar Your access to any of such files or the Site. Any such step shall not affect any existing Contract or Licence concluded prior to such step being taken.

13. Invalidity

13.1. If any provision of these Conditions is held by a court of competent jurisdiction to be void, invalid or unenforceable for any reason, such provision shall be enforced with such amendments as the court may require to the maximum extent possible so as to reflect the intent of the parties.

13.2. The remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

14. Terms of Licence

14.1. The terms of the Licence shall be as agreed between the Host and Guest but in the absence of any agreement to the contrary the provisions of this Clause 14 shall be deemed to apply and to have been agreed by the Host and Guest in relation to the Licence.

14.2. One of the terms that may be specified by a Host when filling in the Accommodation Registration Form is a check in time and check out time for the Accommodation. If no such times are specified then check in time on the Commencement Date shall be 3.00 pm and check out time on the last day of the Booking shall be noon.

14.3. The Host may charge the Guest a security deposit which is to be

delivered by the Guest in cash upon collection of the keys to the Accommodation and (in the absence of any complaint from the Host) shall be repaid within two Business Days of the end of the Booking.

14.4. The Accommodation shall be in a reasonable and clean state and fit for human habitation and comply with any description posted on the Site by the Host.

14.5. The Guest shall treat the Accommodation with respect, keep it in the state in which it was found at the Commencement Date (making good any damage), not cause any nuisance nor commit any other tortious act or otherwise breach the law while in occupation of the Accommodation and shall vacate the Accommodation at the end of the Licence.

14.6. The Host may cancel a Booking at any time prior to the Commencement Date in which event all Charges shall be refunded.

15. Applicable Law and Jurisdiction

15.1. These terms and all matters arising out of or relating to these terms shall be governed by the Law of England and Wales.

15.2. Any controversy, claim or dispute between the Company and a user and FlatNav Limited arising out of or relating to these terms shall be subject to the exclusive jurisdiction of the English Courts and each party hereby irrevocably consents to the jurisdiction of such Court.