



ISCF Member Agreement

This document informs you of the terms and conditions on which you may make use of **www.letsgoselfcatering.com** ("our site") as a property owner, agent or member placing properties on our site.

Please read these terms and conditions thoroughly before using our site. By placing properties for rent on our site, you indicate that you accept these terms and conditions.

Please sign and return the 'agreement page' – page 15 to **info@iscf.ie** or to the ISCF office.

Information about ISCF

Our site is operated by Irish Self Catering Federation, trading as **www.letsgoselfcatering.com** ("we", "us"). We are registered in Ireland under company number 359394 and have our registered office at Achill Cottages, Glendarrary, Achill Sound, Co. Mayo. We respect your right to privacy and comply with our obligations under the Data Protection Acts 1988 and 2003.

We are an advertising service for Members and an on line accommodation search and reservations facility for other users of our site ("Holidaymakers"). We provide the tools to enable the transaction between members and holidaymakers. It is the sole responsibility of the Member to be eligible to rent the property and the sole responsibility of the Holidaymaker to pay for the rental.

Rules for advertising

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

Eligibility to place your property on our site

All property is Fáilte Ireland approved and falls under the up-to-date membership of ISCF. We may undertake a search with Fáilte Ireland for the purposes of verifying your identity. To do so, we may check the details you supply against any particulars on any database (public or otherwise), to which they have access.

Advertising content

All content that you publish (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. 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 ("Member Content") must not contain any of the following:

- 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;
- Any material that is defamatory or libellous;
- 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;
- Inaccurate or false information about the holiday home; or
- Any other material which is considered to be inappropriate,
- Together referred to as "Inappropriate Content".

In respect of any Member Content you submit to the site, you will retain the intellectual property rights in such Member Content. By submitting Member Content to our site, you hereby grant to us, our sub-licensees and assignees, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license 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 Member 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. 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:

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

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

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

- Any Member Content which we consider to contain Inappropriate Content; and/or
- Any Member 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.

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 Member. If a Member is found to have changed the property being described, we reserve the right to suspend the advert in question.

Availability calendar accuracy

It is a requirement of your advertising contract with us that your availability calendar accurately reflects the availability for the advertised property at the time the calendar is

updated. Misrepresentation of availability of the advertised property is misleading to site users. We reserve the right to withdraw the calendar facility or terminate the advertisements concerned, without refund, where we believe calendars to be misleading.

Availability calendar updating

In line with the above paragraph, we recommend that calendars are updated as and when a non letsgoselfcatering.com private booking is received.

In the event of a failure of a member to keep the calendar up to date, which results in a double booking, it is a condition that a client from letsgoselfcatering.com will receive a preference in resolving this scenario.

- We reserve the right to withdraw the calendar facility from adverts where availability is considerably out of date. Adverts that repeatedly fail to meet this minimum requirement could be terminated without refund.

Rental rates table accuracy and updating

It is a requirement of your advertising contract with us that your rental rates accurately reflects the available and current prices for the advertised property.

We reserve the right to request accurate updating of rental rates tables from Members. 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

- 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 a Member, then we reserve the right to remove the advertisement without notice, and retain payment;
- If a Member 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;
- 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;

- If a Member 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 Members to be available to respond to enquiries by telephone or email. Should Members be unavailable for a period of more than 1 week, we ask them to leave an answer phone 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 Members contact us so we can temporarily suspend their advert. We reserve the right to suspend adverts of Members who are unreachable for more than one week. In this instance we will send messages by telephone and email asking for the Member to request re-activation upon their return.

Cancel Booking

In emergency only. To cancel a booking, please e-mail your details to info@letsgoselfcatering.com a member of letsgoselfcatering.com admin team staff will assist you.

On line Consumer reviews

All reviews expressed are those of letsgoselfcatering.com consumers who have booked a self catering holiday through our website. The opinions expressed are those of the customer and not letsgoselfcatering.com. At no time do we endorse the views of the consumer or self catering operator on our website.

These guidelines help us ensure that the reviews we publish are accurate, relevant and fair.

- A valid email address that is directly associated with the person leaving the review is required.
- We only accept reviews with the follow details: Email address, Name, Review title, at least one Additional Info “tick box”, Booking reference number, arrival date and comment must be entered.
- We do not allow abusive language, slander, threatening language or any other language we deem offensive on this site.
- We do not allow reviews by property owners or any reviews by previous guests where incentives were given to promote positive reviews.
- No Criminal / Illegal activity or death reports will be tolerated.



- Harassment, threatening, impersonating or intimidating others is not allowed
- Leaving personal messages unrelated to the review is not allowed or communicating personal information about others is not allowed.
- Commercial promotion is not allowed and will be removed
- The purpose of this review is solely for feedback on a holiday break. It is not a forum.
- Reviews about the LGSC site are not permitted.
- The review cannot be quoted from other sources.
- Reviewer must be over 18
- Each review should be based on the experience of the consumer
- No reviews can be from property providers, employees or a commercial connection, past or present, etc. posing as a consumer posting.
- A review needs to be entered in a “timely” fashion ... i.e. must be within 1 year of the booking.
- The reviewer does not have to be a person who booked using the LGSC site.
- LGSC can remove the review for whatever reason it deems appropriate.
- Do not use ALL CAPS, excessive typographic symbols, HTML tags or slang.
- The reviews posted are individual and highly subjective opinions. The opinions expressed in reviews are those of “reviewer” and not of LGSC. LGSC does not endorse any of the opinions expressed by reviewers or in management responses.
- These terms and conditions can be updated at any point and the reviews adjusted at any point
- By using the LGSC website ("Website") and the LGSC service ("Service"), people agree to and abide by all terms and conditions of the site. People must also acknowledge that you have read and reviewed these guidelines, the LGSC website terms and conditions as well as each property providers' terms and conditions.
- Because we do not control interactions among between members and other persons or companies, and because we cannot guarantee the true identity, age, nationality of Service users, and because we have very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Service you agree that you bear all risk and you agree to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown,

suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your use of the Service, your Third Party Transactions, and/or our resolution of any disputes among users.

- LGSC can revoke access privileges and services to anyone at any time.
- LGSC is not liable for any loss (deletion) of written material, pictures (Content).
- LGSC may use all material in any way the LGSC see fits (for example or promotion whether on this site, other sites (rss) printed, radio or television etc.)
- Prosecution will occur at the discretion of LGSC if malicious attempts against the site or any of the site technical infrastructures such as and not limited to worms, trojans, viruses, or other “hacking” attempts.

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 Members. The ultimate responsibility and authority for determining the aforementioned rests solely with us. Should a Member 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 impose a sanction.

Payment details

No Advertisements will be activated without payment of ISCF subscription for up to date membership.

A Fee of 10 ½ % is deducted from each transaction value (deposit and final balance) for use by the management of letsgoselfcatering.com.

Members to be paid within 15 days after the departure date.

VAT

The Irish Self Catering Federation is exempt for Vat purposes in relation to its activities connected with www.letsgoselfcatering.com.

Data collection, storage, use and protection of members bank details

Members bank account details will be collected by the ISCF Administrator for the sole purpose of making payments to the Members bank account for accommodation bookings made through www.letsgoselfcatering.com.



Members bank account details will be inputted and stored on the ISCF online bank account

Once a member's bank account details are recorded online by the administrator the paper copy will be destroyed.

Access to the ISCF online bank account is restricted to approved ISCF personnel and further protected by individual login passwords given to the administrator and authorised Directors by AIB.

Only ISCF Directors and the ISCF administrator will have online access to the bank account and members bank account details.

ISCF will only be able to make payments to a member's bank account and any payment will require 2 Directors to authorise the online payment.

The ISCF administrator or an approved ISCF director will be allowed to set up payments.

A members bank account details will only be retained online for as long as the member has their property advertised on www.letsgoselfcatering.com. Thereafter they will be deleted by the ISCF administrator.

A member can at any time submit in writing a request to see the data held by ISCF in relation to them. ISCF must reply within 40 days of receiving the request.

Each Director and the ISCF administrator have read and understood the 'Guide for Data Controllers'

Intellectual Property

All copyright, database rights, trademarks 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:

- 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;
- any damage to the property or loss of or damage to items contained therein; or
- 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:
 - any liability for loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - 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 The Republic of Ireland and the courts of The Republic of Ireland 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 Republic of Ireland and therefore shall be governed by and interpreted in accordance with the law of The Republic of Ireland.

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@letsgoselfcatering.com**.

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.

The Irish Self Catering Federation ("we", "us") is registered in The Republic of Ireland, Company registration number: 359394 and have our registered office at Achill Cottages, Glendarrary, Achill Sound, Co. Mayo. We respect your right to privacy and comply with our obligations under the Data Protection Acts 1988 and 2003. 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@letsgoselfcatering.com

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. MEMBERS can update their information and change settings on their My Account/ My Profile page once signed in. We may also collect information about your use of our site as well as information about you from the emails or letters sent to you. Finally, we may collect information about your property and the type of property you wish to rent. 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 send e mail to: info@letsgoselfcatering.com.

Non-registered and registered users of our site can request, we provide them with a copy of the personally identifiable information we hold via www.letsgoselfcatering.com, 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. 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 Members, including your IP address, with law enforcement authorities and/or other companies in the same industry



IRISH SELF CATERING FEDERATION

National representative body for self catering accommodation owners in Ireland www.iscf.ie

as **www.letsgoselfcatering.com** 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 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: send e mail to: **info@letsgoselfcatering.com** . 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.



ISCF Member Agreement – Signature Page

I / we confirm that I / we have read and agree to the terms and conditions for using **www.letsgoselfcatering.com** ("our site") as a property owner, agent or member placing properties on our site.

By placing properties for rent on our site, you indicate that you accept these terms and conditions.

Signature: _____

Printed Name: _____

Name of Property: _____

Date: _____

Please scan and email or post this signed agreement page to:

Dorren Quinn

ISCF Administrator

Irish Self Catering Federation

Tirnaneill

Monaghan

Co. Monaghan

Email: **info@iscf.ie**

Phone: 047 32042 / 086 1785654