

# Gower Holidays <sup>TM</sup> Terms and Conditions

In order to continue running Gower Holidays in a manner that is as fair as possible to everybody concerned, the following Terms and Conditions have been introduced:

## Payment and costs

*To ensure that clients do not receive enquiries/bookings through advertising that they have not paid for which would otherwise be to the detriment of fully paid up clients:*

1. An advert will be suspended from the Gower Holidays website if the invoice is not settled by
  - a. the renewal date if the invoice is for the renewal of an existing advert or
  - b. within 14 days of the invoice date, if the invoice is for new work to existing adverts or new adverts.

However, if you do not wish to renew your advert, please contact us in advance of the renewal date.

2. Reinstatement of the advert will then incur an additional £20 charge in respect of administration.

*In order to cover operational costs:*

3. The fees payable for advertising are quoted for a full 12 month period. No short term advertising is accepted. E.g. If you only want to advertise for 3 months, the full annual fee is still applicable.
4. If you decide to remove your advert for a temporary period and then reinstate it again, reinstatement of the advert will then involve an additional £20 charge in respect of administration.
5. All web addresses e.g. [www.myweb.co.uk](http://www.myweb.co.uk) are renewed 3 months prior to expiration to ensure continuity. If Gower Holidays has purchased a web address on your behalf and you no longer require it, you must let Gower Holidays know as soon as possible. If your web address has already been renewed for a further two years, you will be liable to pay Gower Holidays the costs that Gower Holidays has incurred with renewal.
6. Prices quoted for advertising stages 1 and 2 assume that all data (photos and text) will be provided to Gower Holidays in digital format. In the event that Gower Holidays has to compose the text that constitutes the advert, a charge will be levied. This fee will be based upon the hourly rate (or part thereof).
7. Prices quoted for the renewal of advertising stages 1 and 2 (including any additional extras for stage 2) take into consideration that minor alterations may need to be carried out during the year. Up to three minor alterations are included in the renewal fee (e.g. change of one photo, change of price range, addition or change of a small part of text, minor change to a booking form), but major alterations (e.g. changing all the text within an advert or most/all of the photos or most of a booking form) will incur an additional fee that will be based upon the hourly rate (or part thereof).
8. One visit to a client's property is provided free of charge – this may be when the advert is set up, or to take photos for the advert. Successive visits to the same property will incur a fee to cover travelling time and motoring expenses. This fee will be based upon the hourly rate (or part thereof) plus travel expenses.

## Provision of advertising

9. Stage 1 adverts incorporate a landscape orientation thumbnail photograph (a photo where the width is greater than the height) of the exterior of the property and up to 270 characters (including spaces and punctuation) of text and either a link to a stage 2 advert with Gower Holidays or a link to the owner's own website.
10. Any weakening of the relationship between links pointing from the Gower Holidays website relative to those links pointing to the Gower Holidays website may have an adverse impact upon Gower Holidays' search engine rankings. As a result, if you have your own commercial website and require only a stage 1 advert to be developed, then a link must be added to <http://www.the-gower.com> from your website.
11. If you own multiple properties then you can choose between a stage 1 advert per property, or if you reference more than one property within a single stage 1 advert, then the price will be that of stage 1 plus 50% per additional property mentioned within the stage 1 advert. Where a property owner has more than one property, Gower Holidays will not allow them to advertise only one of those properties, as there is the potential of taking bookings for the other properties from that advert and this would be unfair to existing clients.
12. A stage 2 advert incorporates three internal photos as standard and as much plain text as you wish. References to other residential establishments that are not advertised with Gower Holidays are not allowed. Optional extras can be added in terms of extra photos, a booking form, Google map, a price list and a virtual tour.
13. Gower Holidays will not allow external agencies to advertise as it would be unfair to existing clients. Gower Holidays will not link to any website which links to other external property advertising agencies as there is the potential of taking bookings for the other properties from that advert and this would be unfair to existing clients.
14. If a client of Gower Holidays develops their own agency after taking out advertising with Gower Holidays, then Gower Holidays has the discretion to terminate the contract immediately with no refund of monies or to refuse to renew the advert at the renewal date.
15. Inclusion within the search facility is provided free of charge to Gower Holidays' clients and as such the facility may be withdrawn at any time.
16. If clients choose to hold their vacancies within the search facility (i.e. be part of the search by date) then they must ensure that it is kept up to date at all times. Gower Holidays requires that any bookings that have been taken are marked as 'booked' even if clients are waiting for a deposit to arrive, since no other booking can be taken during the interim period. If the deposit fails to arrive and the booking is nullified, then the search facility must be updated to mark the property as 'available' once again. Any times during the year when the property is not available, be that because it is booked, being decorated, is closed (as may be the case if the property is on a holiday park) etc. must be marked as 'booked'. If, having chosen to keep their vacancies within the search facility, the client does not keep their bookings up to date, then Gower Holidays will remove them temporarily from the search facility, in order that they might bring their data up to date. For those who are not part of the search by date facility, their bookings will be marked as 'unknown'.
17. The visibility of your advert is provided on a best endeavours basis. Gower Holidays cannot guarantee that the website will be available 24 hours a day, 365 days a year as the hosting is with a third party and from time to time there may be some downtime due to system maintenance or failure. Gower Holidays will do everything within its powers to make sure that any downtime is kept to an absolute minimum.
18. These terms and conditions may be altered by Gower Holidays at any time. Notification of changes will be made by posting the new terms and conditions on the website and will become effective as of that date. A copy will be emailed to all clients with an email address and posted out by Royal Mail to those who do not have email.
19. This document should be read in conjunction with the Gower Holidays Privacy Policy.

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