

## **Terms applicable to all users of this website Definitions**

In these terms and conditions, the following words and expressions have the following meanings unless the context otherwise requires;- "you" and "your" means any and all persons using this website including, without limitation and where applicable, property owners;

"we", "us" and "our" means Bidango;

"website" means this website with the URL [www.bidango.co.uk](http://www.bidango.co.uk);

"terms" means these terms and conditions;

"property(ies)" means, individually and collectively, the properties and accommodation units advertised for rental on this website;

"property owner(s)" means the party or parties who are legally responsible for the property. This may be the individual owner(s) of the property, the leaseholder(s) or the developer, management company or owner of the development, complex or resort of which the property forms part. References to property owner also include an authorised agent of the property owner;

"Bidder" and "holidaymaker bidder" means users of Bidango that choose to make a bid on a holiday auction lot;

"Auction lot" and "auction item" means a holiday period that has been put forward by an owner that they wish Bidango users to bid on and win;

"material" means the contents of this website including but not limited to descriptions, photographs, images, video, plans, maps and other information of any nature both generally and in relation to any particular property(ies);

"personal data" means personal information we collect from or about you where we are able to identify you from this information alone or in conjunction with any other information in our possession. Such personal information will include, where applicable, your name, e-mail and other residential address and telephone number.

**Terms and conditions** 1. Access to and use of this website and any information it contains is conditional on your acceptance of these terms without modification. Please read them carefully. We recommend you print out and keep a copy of them for your future reference. If you do not wish to accept any part of them, you must not use our website. Access to this website is also conditional on your agreement that any issues or dispute which may arise between you and us will be governed by English law and will be dealt with by the Courts of England and Wales only to the exclusion of the Courts of any other country.

2. Except where the context otherwise requires, these terms also apply to property owners who advertise their property(ies) on the website. These terms are deemed accepted by property owners immediately you navigate away from the loading page.

3. Bidango is an auction facility operated and owned by [pureholidayhomes.com](http://pureholidayhomes.com), Regus Building, 268 Bath Road, Slough, SL1 4DX, United Kingdom.

**Nature of this website** 1. This website is an auction facility where owners of second homes both in the UK and overseas can create an auction lot for a stay in their home that can be bid on by potential holidaymakers. Its purpose is to enable property owners to advertise the

availability of their properties for holiday rentals in an auction format to persons visiting the website.

2. A booking constitutes a winning bid or a purchase of the „buy it now price“ and are made directly between the property owners and the person(s) concerned. All contracts for the rental of any properties are entered into directly between the property owners and the person(s) making the booking. We do not have any involvement in and are not a party to any booking or contract for the rental of any property or otherwise. We are not the agent of any property owner. We have no responsibility for the acts, defaults, omissions, errors, breach of contract, negligence, misrepresentation or other fault or failings of any description on the part of any property owner(s) or other third party.

### **Terms applicable to bidding holidaymakers**

1. You must be 18 or over to register with and use this website and be able to enter a legally binding contract. By registering with and using this website within the capacity outlined above, you warrant that you are 18 or older, have the capacity to enter into contracts and understand your obligations under these terms & conditions.
2. The owner of the property and creator of the auction lot will set a reserve price for each lot. If no bids are made which meet the reserve price the auction lot will end without a winner.
3. Incremental bids are allowed on Bidango and the current highest bid on an auction item will be displayed in real time. As a holidaymaker submitting bids, you have the capacity to set a maximum you would be prepared to pay for the auction item and Bidango will then place incremental bids automatically until such time that you have won the item or your maximum limit has been outbid.
4. When a bid is placed on an auction lot, the user will receive emails confirming a bid has been placed, when he/she has been outbid and when he/she has won or lost the auction lot. By logging in to your bidding history, a holidaymaker can view the progress of all current bids, all past bids and all lots won or lost.
5. Bidding holidaymakers need to be aware that any bid placed is a confirmed offer to purchase the auction lot at that price and will become a binding contract if successful. Once a bid has been placed, you will not have the ability to withdraw that bid.
6. If a holidaymaker places the winning bid on an auction lot you enter into a binding contract with the homeowner who created the auction lot. If an auction lot is won 6 weeks or more from the dates the holiday lot must be taken, the holidaymaker must make an immediate deposit payment through Bidango and then settle the final balance in accordance with the booking conditions of the owner. If a holidaymaker places the winning bid on an auction lot that is within 6 weeks of the dates the holiday lot must be taken, the holidaymaker must make an immediate deposit payment through Bidango and settle the final balance with the homeowner within 24 hours.
7. If any payment from the winning holidaymaker fails or if the winning holidaymaker is in breach of any of the terms and conditions above, Bidango will attempt to contact the second highest bidder on behalf of the homeowner. If the second highest bidder cannot be reached, Bidango will attempt to contact the third

highest bidder and so on. If both parties are not in agreement that the bid should be honoured, the lot may be reopened or removed, depending upon the wishes of the owner.

8. The winning holidaymaker bidder agrees to the booking terms and conditions of the homeowner.

9. Winning bidders acknowledge that all material (including but not limited to descriptions, photographs, images, video, plans, maps and other information) relating to the properties which appears on this website is provided by the property owners and is the sole responsibility of the property owners. We do not check this material and make no express or implied warranty, representation or promise that it is accurate, current or complete or that properties are available either generally or for or during any particular period(s) of time. Nothing on this website constitutes an offer on our part. We do not visit or assess any property and make no warranty or representation that it complies with any description given, any laws or health and safety requirements or as to its suitability, standard, quality or otherwise. Upon a winning bid being placed, the binding contract is between the winning bidder and the homeowner who created the auction lot and is of no responsibility to Bidango.

### **Terms applicable only to property owners**

1. You must be 18 or over to register with and use this website and be able to enter a legally binding contract. By registering with and using this website within the capacity outlined above, you warrant that you are 18 or older, have the capacity to enter into contracts and understand your obligations under these terms & conditions.
2. You agree to adhere to the terms & conditions enclosed and warrant that you are legally permitted to as the owner or managing agent of the property.
3. You agree to deliver on the holiday lot where the sale has been agreed (as determined above), unless the winning holidaymaker cannot meet the terms of the sale agreed.
4. You will not manipulate or attempt to manipulate the bidding process of an auction lot or work in conjunction with others to raise the bids for an auction lot whether related to your own auction lot or those of another user.
5. You will not seek to avoid the applicable commission fees owed to Bidango by attempting to make direct contact with bidding holidaymakers or manipulating the payment process in any way.
6. When a bid is placed on your auction lot, you will receive emails confirming when each bid has been placed, when the lot has been won or when the lot has been closed due to no bids matching the reserve price. By logging in to your owner area, you can view the progress of all current lots and all past lots.
7. Payment for creating an auction lot is made through the website using our PayPal™ account. Bidango reserves the right to adjust the commission structure in accordance with business objectives. If a winning bid has been made and a homeowner chooses

not to honour the booking, the owner is required to pay the full deposit owed to Bidango.

8. By loading material relating to a property onto this website, you warrant and confirm that you are legally entitled to do so and legally have full power and authority to enter into a contract with any person(s) or entity wishing to bid for an auction holiday to a property. Contracts for the rental of the property are entered into directly between you and person(s) or entity wishing to make a booking without any involvement on our part. We are entitled to require you to produce appropriate proof of your individual identity, your ownership of the property or authority to represent the owner in advertising and entering into contracts for use of the property for holiday purposes.

9. You warrant and represent that all material you post on the website is accurate, complete, up to date and fairly represents the property(ies) to which it relates and is not misleading in any respect. You warrant that all material is suitable for posting on the website given its nature and purpose and does not breach and is in compliance with any and all applicable laws and/or legal requirements. You further warrant and represent that you own the copyright and all other intellectual property rights in any material you post (including without limitation any photograph(s)) or alternatively have the written permission of the owner of the copyright or other intellectual property rights to use the same at all times while it is posted on the website. You also warrant and represent that you have the written permission of any and all persons (or their parent or guardian in relation to any child) shown in any photograph to post the same on the website. We are entitled at any time and without prior notice to remove, modify or refuse to accept any material (including, without limitation, any hypertext links or website addresses) where we, in our sole discretion, consider it appropriate to do so. You grant us a perpetual, royalty free, worldwide licence to display, use and reproduce all material posted on the website as we consider appropriate for the purpose of or in connection with advertising the property on the website.

10. Cancellation / refund policy. We offer a 24 hour cancellation service whereby a newly published lot can be cancelled and, if applicable, all subscription fees refunded. Published lots can only be cancelled if their reserve price has not yet been met. To cancel your auction item and claim your refund, you will need to email [contact@bidango.co.uk](mailto:contact@bidango.co.uk) within 24 hours of the auction lot going live.

11. Returns / amendments policy. In instances where an owner would like to make alterations to the auction lot you must notify us of any necessary amendments via [contact@bidango.co.uk](mailto:contact@bidango.co.uk). Amendments to auction lots can only be made if their reserve price has not yet been met.

### **Use of this website**

1. Bidango reserves the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any user (either a bidding holidaymaker or property owner) who in our sole judgement is in breach of the rules or the spirit of the rules of this website.

2. Save for property owners in relation to their properties, this website is for your personal and non commercial use only. You may only download, print, store and use any material appearing on the website for the purpose of researching and/or making a holiday rental booking for yourself, family or friends or sending the same onto family or friends for like purpose. We grant you a non exclusive, revocable licence to use our website for and limited to this purpose and for these activities. All other activities are expressly prohibited. Except as expressly authorised by these terms or as we agree in writing in advance, you may not modify, copy, download, print, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, sell or in any other way use or make available any material appearing on this website. We may terminate your licence to use and may prevent your using our website in the event of your breaching these terms. You also agree to indemnify us for all claims, liabilities,

damages, losses, costs and all other sums of whatever nature which we suffer or incur as a result of your breach of these terms.

**Intellectual property rights** 1. The contents of this website constitute a database for the purpose of The Copyright and Rights in Databases Regulations 1997. All rights relating to this database belong to Bidango. The contents of this website and the material it contains are also protected by copyright. Such copyright belongs to Bidango, the property owners and other third parties.

**Privacy policy** For the purposes of the Data Protection Act 1998, we Bidango are a data controller. This privacy policy sets out how we collect and use personal data from your visit to our website. It covers this website only. Links to other websites and any information collected by those sites are not covered by this privacy policy. You should check the privacy policy of any other website before using it. This privacy policy may be amended or added to from time to time so you should regularly check it.

**How do we collect personal data?** In common with most websites, our website uses cookies. A „cookie“ is a small data file which our website server stores on your computer in order to collect information about your visit to our website and to remember you when you visit again at a later date. The main purpose of a cookie is to identify users and to personalise their visit by customising web pages for their use. We may also use third parties who will collect non personally identifiable data (such as the IP address of a user“s computer) to analyse site visits, display advertising, conduct surveys or carry out other similar activities. In the course of doing so, they may place their own cookies on your computer so that they can collect information about your visit and customise their services and advertising for later visits accordingly. You may if you wish disable or delete such cookies through your internet browser. However, doing so may mean you will be unable to access this website or parts of it, your experience of our website will be adversely affected and/or you will not receive information or advertising which is relevant to your personal interests.

We may also track and use third parties to track your use of our website and the route by which you access it using non personally identifiable data. In order to do so, we / the third parties may use web beacons which serve a similar function to cookies. We may share anonymised information with third parties for the purpose of collating and analysing website traffic and patterns.

**What do we do with the personal data we collect?** We would like to store and use your personal data for future marketing purposes such as dedicated email marketing and newsletters. We are part of a group of companies. In addition to our storing and using your personal data, we would also like to pass it to other companies within our group to enable them to send you marketing material which may be of interest to you. If you do not wish to receive such marketing, there will be an „unsubscribe“ option on all email marketing or alternatively, send an unsubscribe request to: [contact@bidango.co.uk](mailto:contact@bidango.co.uk)

The third parties referred to under "How do we collect personal data?" above are not permitted to collect any personal data from you in the course performing their services. We may disclose and transfer personal data to a third party who acquires this website or our business or that part of our business to which this website is relevant.

**How is the personal data stored?** Any customer information provided to or gathered by Bidango is controlled by Bidango. Bidango uses registered security techniques for protecting this information and to prevent its loss, mutation or theft. The security system fully conforms to all measures outlined in the Data Protection Act and is stored under secure password protected entry. Bidango currently stores no financial data.

**Can personal data be otherwise disclosed?** We will only process personal data as set out in this privacy policy or otherwise notified to or agreed by you or as we are permitted to do in accordance with the Data Protection Act 1998.

**Where will personal data be processed?** Your personal data may be stored, used and otherwise processed within the UK and/or any other country(ies) of the European Economic Area (EEA). EEA countries are all member states of the European Union together with Norway, Iceland and Liechtenstein. We may also store, use or otherwise process personal data outside the EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have.

**How do we protect your personal data?** We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

**How can you check the personal data we hold?** You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal details which we are processing are inaccurate or incorrect please contact us immediately by clicking [here](#).

**Availability of the website or any material** We give no guarantee, warranty or representation that this website will be available and accessible at all times. It may not be accessible, in whole or part, at any time and for any periods of time for various reasons including, without limitation, as a result of technical difficulties relating to our website or the internet or maintenance requirements. We may at any time and without prior notice make changes to this website including altering, removing or suspending any parts or features of the same or changing its appearance, design or functionality. We are also entitled to change or delete any material at any time including any property details. You should therefore

keep a record of any property you are or may be interested in booking prior to leaving this website.

**Links to other websites** This website may contain links to other websites. Except where such other websites belong to us, they are not under our control or maintained by us. We are not responsible for the content of such websites including any goods or services offered or available on them. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, for the avoidance of doubt and not by way of limitation, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means.

**Disclaimers** 1. We shall not be liable for any loss or damage or other sum or claim of any nature whatsoever (direct, indirect, consequential or other) which arises, directly or indirectly, in connection with this website including, for the avoidance of doubt and not by way of limitation, any material appearing on this website or any inability to access or use (or delay in doing so) this website.

2. We make no warranty that this website (or any websites that are linked to this website) is free from technical errors, computer viruses or any other malicious or impairing computer programs. It is your responsibility to ensure you carry out sufficient checks (including virus checks) to protect your own computer system.

3. All exclusions of liability apply only to the extent permitted by law.

4. If any exclusion(s) or limitation(s) contained in these terms is found, in whole or part, to be unlawful, void or for any other reason unenforceable to any extent and/or for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from these terms to the extent and/or for the purpose(s) for which it is unenforceable. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these Conditions.

5. Without prejudice to any other provision(s) of these terms, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to this website or any material appearing on it.

**Alteration of these terms** We may alter these terms at any time and without prior notice. If we do so, all subsequent use of our website will be governed by the newer version. You must accordingly check these terms regularly.