
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Website and OIA SUNSET VILLAS LTD the owner(s) of this Website. Your agreement to comply with and be bound by Clauses 1 – 7, the relevant parts of 8 and 9 and 11 – 20 of these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

This Website, <http://www.oiasunsetvillas.com/> is operated by OIA SUNSET VILLAS LTD a limited company registered in England under Company Registration Number **09872351** whose registered address is 869 High Road, London, United Kingdom, N12 8QA

In this Agreement the following terms shall have the following meanings:

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|-------------------------|--|
| “Account” | means collectively the personal/identifying information, payment information and credentials used by Users to access parts of the Website and to create User Sites; |
| “Content” | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website; |
| “Service” | means collectively any online facilities, accommodations or information that makes available through the Website either now or in the future; |
| “System” | means any online communications infrastructure that OIA SUNSET VILLAS LTD makes available through the Website either now or in the future. This includes, but is not limited to, User Sites, email addresses and online forms; |
| “User” / “Users” | means any third party that accesses the Website and is not employed by OIA SUNSET VILLAS LTD and acting in the course of their employment; |
| “User Content” | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of a User Site; |

“Website”	means the website that you are currently using (and any sub-domains of this site (e.g. http://www.oiasunsetvillas.com/ subdomain https://oiasunsetvillas.cosmores.com/ unless expressly excluded by their own terms and conditions (references to “the Website” should also be taken as referring to the Service and the Content where appropriate); and
We/Us/Our”	Means OIA SUNSET VILLAS LTD a limited company registered in England under Company Registration Number 09872351 whose registered address is 869 High Road, London, United Kingdom, N12 8QA Tel 02030120157

1. Intellectual Property

- 1.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, including any material contained within User Sites that is not User Content, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of OIA SUNSET VILLAS LTD or Our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.
- 1.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website as specified in Clause 4 of these Terms and Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given Our express written permission to do so. Specifically you agree that:
 - 1.2.1 You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so.

2. User Site Intellectual Property

- 2.1 The intellectual property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) belong(s) unless it is expressly stated otherwise.
- 2.2 Where expressly indicated, certain Content available through User Sites and the intellectual property rights subsisting therein belongs to other parties.
- 2.3 The Content described in this Clause 3, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. The exceptions in Clause 4 continue to apply.

3. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

4. **Links to Other Websites**

This Website may contain links to other websites. Unless expressly stated, these websites are not under the control of OIA SUNSET VILLAS LTD or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply Our endorsement of the sites themselves or of those in control of them.

5. **Links to this Website**

- 5.1 Subject to the provisions of sub-Clause 6.2, those wishing to place a link to this Website on other sites may do so only to the home page of the site without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at mkass@OiaSunsetVillas.com
- 5.2 Nothing in this Clause 6 prohibits deep linking to User Sites (and/or any pages therein). The terms and conditions unique to each User Site may nevertheless prohibit deep linking.

6. **User Sites**

- 6.1 When creating a User Site you should do so in accordance with the following rules:
 - 6.1.1 You must not use obscene or vulgar language;
 - 6.1.2 Your User Site may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which your User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in your home country);
 - 6.1.3 Your User Site may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;
 - 6.1.4 Your User Site must be honest and fair, should not make any unsubstantiated or unsupportable claims and should, in particular, not be used to sell or offer for sale any item, good or service that:
 - 6.1.4.1 Violates any applicable rules, regulations or legislation;
 - 6.1.4.2 You do not have the full right and entitlement to sell including, where relevant, any licences or authorisations; or
 - 6.1.4.3 That
 - 6.1.4.4 determine, in Our sole discretion, is not appropriate for sale through Our Service.
 - 6.1.5 Your User Site may not infringe the intellectual property rights of any third party including, but not limited to, copyright, trade marks, patents and designs;
 - 6.1.6 Your User Site may not contain links to other websites containing any of the above types of material;

- 6.1.7 Your User Site may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
- 6.1.8 Your User Site may not be used for unauthorised mass-communications such as “spam” or “junk mail”;
- 6.1.9 Your User Site may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service (including, but not limited to, your User Site);
- 6.1.10 You may not use your User Site to impersonate any person or entity including, but not limited to, any employee, agent or sub-contractor of or any of our affiliates; OIA SUNSET VILLAS LTD
- 6.1.11 You may not use your User Site for phishing purposes;

You may not use your User Site for the purpose of uploading files solely to have them hosted by OIA SUNSET VILLAS LTD ; and OIA SUNSET VILLAS LTD does not screen or pre-approve any User Site submitted for publication, however on notification from Users We may examine User Sites and such User Sites may be edited and/or taken down.

- 6.2 OIA SUNSET VILLAS LTD will not be liable in any way or under any circumstances for any loss or damage that you or any other User may incur as a result of such User Sites, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at your own risk.
- 6.3 Nothing in these Terms and Conditions shall grants Us any rights in or to any intellectual property rights contained within your User Site or any part of it save for the right to display the same through Our System until you (or OIA SUNSET VILLAS LTD if appropriate) choose to remove that User Site.
- 6.4 You acknowledge that We may retain copies of any and all communications, information, User Content and User Sites sent to Us or submitted for publication.
- 6.5 If you are a consumer based in the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between the seller and you, the buyer, is formed and ends at the end of 14 calendar days after that date. As set out in sub-Clause 8.7, by expressly requesting this, you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.

7. **Privacy**

By accepting these Terms and Conditions, you are giving consent to OIA SUNSET VILLAS LTD to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

8. **How We Use Your Personal Information (Data Protection)**

- 8.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 8.2 We may use your personal information to:

- 8.2.1 Provide Our Service to you;
 - 8.2.2 Process your payment for the Service; and
 - 8.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 8.3 In certain circumstances (if, for example, you wish to purchase anything on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 8.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

9. Legal Rights and Disclaimers

- 9.1 We make no warranty or representation that the Website or the Service will be compatible with all systems, or that it will be secure.
- 9.2 Save for screening and approval of User Sites as detailed in Clause 7, We have neither control over, nor involvement in, any User Sites or User Content and accept no responsibility for any actions taken, or any goods or services provided, by any Users.
- 9.3 Whilst reasonable endeavours have been made to ensure that all information provided on this Website will be accurate and up to date, We make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 9.4 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 9.5 We make no representation or warranty that any part of this Website is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 9.6 When providing digital content to consumers, We are required to provide digital content that is of satisfactory quality, fit for any purpose made known to us (whether expressly or impliedly), and in accordance with any descriptions (and pre-contract information) given by Us. This includes any digital content we may subsequently modify. If We fail to comply with Our legal obligations, consumers may be entitled to certain legal remedies including repair or replacement or price reductions. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.7 Whilst We exercise all reasonable skill and care to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.
- 9.8 If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

10. Availability of the Website and Modifications

- 10.1 We accept no liability for any disruption or non-availability of the Website resulting

from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.

- 10.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the Content available. Where anything you have paid for is made unavailable and you are entitled to a refund as a result, We will inform you of the refund due and it will be paid within 14 days using the same method originally used by you. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

11. Limitation of Liability

- 11.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or the use of or reliance upon any content included on the Website including the Service and the Content.
- 11.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website or any content included on it.
- 11.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 11.4 We exercise all reasonable skill and care to ensure that the Website is free from viruses and other malware. Subject to sub-Clause 13.8, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website (including the downloading of any content from it) or any other site referred to on the Website.
- 11.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 11.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

12. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

13. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

14. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and OIA SUNSET VILLAS LTD .

15. Communications

15.1 All notices / communications shall be given to Us either by post to Our premises at by email to mkass@OiaSunsetVillas.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

15.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please . "click on the 'Unsubscribe' link in any email which you receive from us..

16. Law and Jurisdiction

16.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

16.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

16.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.