

These terms and conditions apply between you, the Member of this Website and us, Worldwide Housesitters, the owners of this Website. Your agreement to comply with and be bound 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.

Use of the Website is also governed by our Website Terms of Use, Privacy Policy and Disclaimer, which are incorporated into these Terms and Conditions by this reference. These documents are available to view on our Website or hard copies can be sent to you on request. No other terms and conditions shall apply to the Services unless agreed upon in writing between us. By applying for Membership through our Website, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

1. Definitions and Interpretation: In these terms and conditions the following terms shall have the following meanings:

“**Account**” means collectively the personal/identifying information, payment information and credentials used by Members to access parts of the Website;

“**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;

“**Member**” means any person that accesses the Website and pays the Membership Fee in order to access the Paid Content;

“**Membership Fee**” means the sum of money payable for the Membership Period to keep the Account active and to enable Members to access Paid Content;

“**Membership Term**” means the initial period for which a Membership has been purchased and any subsequent membership renewals;

“**Paid Content**” means Content accessible only upon the creation of an Account and the payment of a Membership Fee;

“**Service**” means collectively any online facilities, tools, services or information that we make available through the Website either now or in the future;

“**System**” means any online communications infrastructure we make available through the Website either now or in the future. This includes, but is not limited to, email addresses and online forms;

“**Website**” means the website that you are currently using (www.worldwidehousesitters.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions;

“**We/Us/Our**” means Worldwide Housesitters, a trading name of Cattyacre Ltd, a company registered in England under number 09747547, whose registered address is Park House, 37 Clarence Street, Leicester, LE1 3RW.

1.1 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

1.2 Words imparting the singular shall include the plural and vice-versa. “Writing” and “written” includes e-mail but not faxes. A “Party” or the “Parties” refer to the parties to these Terms & Conditions.

1.3 A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.4 “These Terms and Conditions” is a reference to these Terms & Conditions as amended or supplemented at the relevant time and a “Clause” is a reference to a Clause of these Terms & Conditions.

2. Accounts

2.1 In order to activate your Membership to access Paid Content on this Website and to use certain other parts of the System, you are required to create an Account, which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Website, you represent and warrant that all information you submit is accurate and truthful, you have permission to submit payment information where permission may be required, and you will keep this information accurate and up-to-date. Your creation of an Account is further affirmation of your representation and warranty.

2.2 Sharing of accounts is not permitted unless we expressly authorise it in writing. You are required to keep your Account details confidential and must not reveal your username or password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

2.3 You are required to use all reasonable endeavours to prevent any unauthorised access to, or use of, your Account and in the event of any such unauthorised access or use, you shall promptly notify us in writing.

2.4 When choosing your username you are required to adhere to the terms set out below in clause 4. Any failure to do so could result in the suspension and/or deletion of your Account.

3. Membership

3.1 Membership to our Website will commence as detailed in clause 5 below and shall continue for the Membership Term, unless otherwise terminated in accordance with clause 7. We will grant you a non-exclusive, non-transferable right to use the Services and the Paid Content during the Membership Term solely for your personal use and information.

3.2 Membership will enable you to access the Paid Content on the Website, to correspond with, and receive or acquire services from other Members and you acknowledge that you do so solely at your own risk.

3.3 We are not a party to any contract entered into, or any agreement made, with any other Member of the Website or any third party. Our Service is solely introductory. We recommend that you carry out your own investigations and due diligence before providing services or allowing access to any property, pet(s) etc. We recommend Members complete a house sitting agreement before confirming any arrangements with other Members – templates are available via the Website.

3.4 We do not endorse or approve any Member and/or any third party services, access to which was made available via the Website.

4. Use of the Website

4.1 Use of the Website should be in accordance with the following rules:

4.1.1 You must not disclose any personal information, such as an email address, telephone number or other contact details in your public profile and listings. These can be shared via the secure messaging system once initial contact has been made;

4.1.2 You must not use obscene or vulgar language;

4.1.3 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

4.1.4 You must not submit Content that is intended to promote or incite violence;

4.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

4.1.6 You must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;

4.1.7 You must not impersonate other people or businesses, particularly our employees and representatives or those of our affiliates;

4.1.8 You must not use our System for unauthorised mass-communication such as “spam” or “junk mail”;

4.1.9 Any information you provide, to us or to other Members, should be honest, fair and should not make any unsubstantiated or unsupported claims;

4.1.10 Any information you provide must not infringe the intellectual property rights of any third party including, but not limited to, copyright and trademarks;

4.1.11 You must not post links to other Websites containing any of the above types of Content;

4.1.12 You must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks.

4.2 It is advised that submissions are made using the English language, as we may be unable to respond to enquiries submitted in any other languages.

4.3 You acknowledge that we reserve the right to monitor any and all communications made to us or using our System.

4.4 You acknowledge that we may retain copies of any and all communications, information and Content sent to us or submitted to the Website.

4.5 We do not screen or pre-approve any Content submitted to the Website by Members, however on notification or at our discretion, we may examine any such Content and may edit or remove it from the Website.

4.6 We may edit any Content provided by you to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, your Content may be removed and your Account may be suspended or terminated. You will be informed in writing of the reasons for any such alterations or removals.

4.7 By submitting Content, you warrant and represent that you are the author of that Content or that you have acquired all of the appropriate rights and / or permissions to submit it. We accept no responsibility or liability for any infringement of third party rights by such content.

5. Fees and Payment

5.1 You are required to pay a Membership Fee on the date that you activate your membership. Your credit / debit card will be billed once on activation and will not be billed again unless you actively choose to renew your membership or select the automatic renewal option on the Website. All payments made via the Website will go through an online payment gateway provider. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to this payment gateway’s terms and conditions. A separate contractual relationship is created between you and the payment gateway provider and we cannot be held liable for any errors, actions, omissions, or incorrect charges that may be made by such third party.

5.2 Renewing your membership will constitute the creation of a new contract between us and you and will thus be subject to all of the provisions of these terms and conditions.

5.3 Your first payment will be at the price advertised on the Website. We reserve the right to change Membership Fees from time to time and any such changes may affect the price of subsequent renewals. Should you choose to automatically renew your membership, we will notify you of the renewal date and of any increase in the Membership Fees a minimum of 30 days prior to the renewal date.

5.4 No part of this Website constitutes a contractual offer capable of acceptance. Your order for membership constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending to you a confirmation email. Only once we have sent you a confirmation email will there be a binding contract between us and you.

5.5 Confirmations under sub-Clause 5.4 will be sent to you immediately once your membership is activated and shall contain the following information:

5.5.1 Full details of the main characteristics of the Paid Content available through your membership;

5.5.2 Fully itemised pricing for your membership including, where appropriate, taxes and any other additional charges;

5.5.3 The applicable times and dates for your membership (including the commencement date, expiry and/or renewal date); and

5.5.4 A confirmation of your express request that the Paid Content is made available to you immediately and that this will constitute a waiver of your statutory right to cancel as detailed below in clause 6.

5.6 All fees stated or referred to in this Agreement are payable in pounds Sterling and are inclusive of value added tax, at the appropriate rate in the UK. We will not be liable for any additional costs incurred by you for exchange rates or bank charges.

5.7 If we have not received payment on the due date, then without liability and without prejudice to any of our other rights and remedies, we reserve the right to suspend the Services; disable your Account and access to all or part of the Services; and charge interest on such unpaid amounts, accruing daily at an annual rate equal to 4% above the Bank of England base rate, commencing on the due date and continuing until payment is received in full, whether before or after judgment.

6. Cancellation

6.1 Provision of Paid Content shall commence immediately upon our confirmation of your membership. When completing the membership process, you will be required to expressly acknowledge that you wish the Paid Content to be made available immediately. You will also be required to expressly acknowledge that by doing so, you will lose your statutory right to cancel your contract with us as detailed below in sub-Clause 6.2.

6.2 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 us and you is formed (as explained in sub-Clause 3.1) and ends at the end of 14 calendar days after that date. Under normal circumstances, the provision of Paid Content begins immediately upon our confirmation of your membership. As set out in sub-Clause 5.5, 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.

6.3 You may cancel at any time after subscribing, however, no refunds can be provided and you will continue to have access to the Paid Content for the remainder of the Membership Period you are currently in up until the renewal date, whereupon access will cease unless you choose to pay the Membership Fee and reactivate your membership.

6.4 If you subscribe in error you must inform us within 24 hours of subscribing and must not use the Paid Content during that time. This provision also applies to automatic renewals of memberships which you may have forgotten to cancel. If any use of Paid Content during this time period can be traced to your Account, however, no refund can be provided and you will continue to have access to the Paid Content for the duration of the relevant Membership Period.

7. Termination

7.1 In the event that any of the provisions of sub-Clause 4.1 above are not followed, we reserve the right to suspend or terminate your access to the Services. No refunds will be issued. Any Members banned in this way must not attempt to use the Website under any other name or by using the access credentials of another Member, with or without the permission of that Member.

7.2 Either we or you may terminate your Account and (where relevant) your membership. If we terminate your Account or membership, you will be notified by

- email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 7.3 If we terminate your Account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.
- 7.4 If we terminate your Account or membership for any other reason, you will be refunded any remaining balance of your Membership Fee. Such a refund will be calculated based upon the Membership Fee being divided by the number of days in the applicable Membership Period and multiplied by the number of days remaining until the end of the Membership Period.
- 7.5 If we terminate your Account or membership, you will cease to have access to Paid Content from the date of termination.
- 7.6 If you terminate your Account or membership, you will continue to have access to Paid Content for the remainder of your Membership period.
- 8. Suspension**
- 8.1 We reserve the right to suspend membership in the event that:
- 8.1.1 we are assessing a complaint in accordance with clause 21;
- 8.1.2 there is a dispute with us, another Member or any other third party;
- 8.1.3 the Member receives negative feedback that brings or is likely to bring our reputation into disrepute.
- 8.2 Should any of the provisions of clause 8.1 occur, we will conduct an investigation and if we are satisfied, at our sole discretion, that:
- 8.2.1 no breach of this Agreement has occurred or that a complaint was proven to be unjustified or inappropriate; or a breach or dispute has occurred but it has been rectified; then we shall have the right, at our sole discretion, but shall have no obligation, to reinstate the Member's membership; or
- 8.2.2 a breach of this Agreement has occurred and has not been rectified or that a complaint was proven to be justified or appropriate; or if there was a dispute that has not yet been or cannot be resolved, then we shall have the right, at our sole discretion, but shall be under no obligation, to terminate this Agreement in accordance with clause 7.3.
- 8.3 If, after investigation, we decide membership should not have been suspended, we shall extend the Membership Term by the length of the suspension.
- 9. How we Use your Personal Information (Data Protection)**
- 9.1 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act. The parties hereby record their intention that the Member shall be a data controller and we shall be a data processor under this act.
- 9.2 We may use your personal information to provide our Service to you, process your payments, and inform you of new products and services available from us. You may request that we stop sending you this information at any time.
- 9.3 In certain circumstances, 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.
- 9.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.
- 10. Legal Rights and Disclaimers**
- 10.1 We make no warranty or representation that the Website will be compatible with all systems, or that it will be secure.
- 10.2 We have neither control over, nor involvement in, any agreement formed between Members and accept no responsibility for any actions or lack of actions taken, or any services provided, by Members.
- 10.3 Whilst every reasonable endeavour has 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.
- 10.4 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.
- 10.5 The information on this Website is not designed with commercial purposes in mind. We make no representation or warranty that this Content (or Paid Content) is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 10.6 When providing digital content to consumers (in this instance, the Paid Content), 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, such as if, as a result of our failure to exercise reasonable care and skill, any digital content from our Website damages your device or other digital content belonging to you, consumers may be entitled to certain legal remedies. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 10.7 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.
- 11. Availability of the Website and Modifications**
- 11.1 We will use all reasonable endeavours to ensure the Website and the Services are available and free from interruption. However, we accept no liability for any disruption or non-availability of the Website resulting from external causes beyond our control including, but not limited to, Internet Service Provider equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.
- 11.2 We reserve the right to carry out website maintenance as necessary and will endeavour to advise you of this in advance where possible.
- 11.3 We also reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the Content available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.
- 12. Intellectual Property**
- 12.1 Payment of a Membership Fee grants you a licence to use all Paid Content on the Website for the duration of your membership. You may use such Content for personal purposes only. Commercial use of any Content is not permitted.
- 12.2 All Content included on the Website, unless uploaded by Members, 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 ours, 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.
- 12.3 You may not print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website unless given our express written permission to do so. Specifically you agree that 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 with our express written permission.
- 12.4 The intellectual property rights subsisting in any Content added by Members belong to the Members who provided the Content unless it is expressly stated otherwise. Nothing in these Terms and Conditions shall grant us any rights in or to any trademarks or any other intellectual property rights contained within any content submitted by Members or any part of it, save for the right to display the same on the Website.
- 12.5 You acknowledge that we may retain copies of any and all communications, information and Content sent to us or submitted to the Website.
- 12.6 You must not attempt to reverse engineer, disassemble or reverse compile, all or any part of the System; access all or any part of the System in order to build a product or service which competes with our Services; use the System to provide the Services to third parties; or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 12.
- 13. Confidentiality:** Each Party undertakes that throughout the duration of the Agreement, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Agreement. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 14. Links to Other Websites:** This Website may contain links to other sites. Unless expressly stated, these sites are not under our control 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.
- 15. Limitation of Liability**
- 15.1 To the fullest extent permissible by law, we accept no liability to any Member 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) our Website or the use of or reliance upon any content included on our Website.
- 15.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to this Agreement, our Website or any content included on our Website.
- 15.3 Our Website is intended for non-commercial use only. 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 whatsoever.
- 15.4 We exercise all reasonable skill and care to ensure that our Website is free from viruses and other malware, however, 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 our Website (including the downloading of content from it) or any other site referred to on our Website.
- 15.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our Website resulting from any cause beyond our control including, but not limited to, internet service provider equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 15.6 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. Nothing in these Terms and Conditions restricts your statutory rights as a consumer.
- 15.7 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.
- 16. 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.
- 17. Entire Agreement:** This Agreement, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between the Parties relating to the subject matter it covers. 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.
- 18. Assignment**
- 18.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Agreement.
- 19. No partnership or agency:** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.
- 20. 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 us.
- 21. Complaints:** Should you have a complaint, please follow our complaints procedure as follows:
- 21.1 Please contact us in writing via the "contact us" page on the Website, providing as much information as possible. We shall have 30 days from the date of receipt of the notice above to make an initial assessment of the complaint, during which time the suspension provisions of clause 8 may apply. We will notify you in writing of any decision, which shall be final and binding.
- 21.2 If you are a consumer in the EU and you have a dispute, you can use the EU Online Dispute Resolution (ODR) platform to try to resolve it. The link is: https://webgate.ec.europa.eu/odr/main/?event=main_home_show
- 21.3 Any complaints that cannot be resolved with our in-house complaints procedure will be referred for arbitration.
- 22. Communications:** All notices/communications shall be sent to us by email to support@worldwidehousesitters.com. Such notice will be deemed received on the day of sending, if the email is received on a business day and on the next business day if the email is sent on a weekend or public holiday in England. We may from time to time send you information about our services. If you do not wish to receive such information, please contact us in writing.
- 23. Law and Jurisdiction**
- 23.1 These Terms and Conditions, and the relationship between you and us shall be governed by, and construed in accordance with, English law and where you are a consumer within the EU, any other mandatory EU law concerning your rights as a consumer.
- 23.2 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 and Wales (except as detailed in clause 23.1).