
TERMS AND CONDITIONS OF USE

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.cribadvisor.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a Student User or a Provider to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"User"	means a user of Our Site, including Student Users and Providers.
"Student User"	means a user of Our Site with a Student User account;
"Student User Review"	means a review posted on Our Site by a Student User;
"Provider"	means a Student Accommodation Provider (SAP) with a Provider account on our site, whether a letting agent, landlord or halls provider featured (or not yet featured) on Our Site;
"Provider Response"	means a response posted on Our Site by a Provider to a Student User Review posted on their SAP Page on Our Site.
"We/Us/Our"	means CribAdvisor Ltd, a company registered in England under 12117775, whose registered

address is Sparkhouse, Ropewalk, Lincoln, LN6 7DQ.

2. Information About Us

2.1 Our Site, www.cribadvisor.uk is owned and operated by CribAdvisor Ltd. a limited company registered in England under 12117775 whose registered address is Sparkhouse, Ropewalk, Lincoln, LN6 7DQ

3. Access to Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. CribAdvisor may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. CribAdvisor will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Accounts

4.1 Certain parts and features of Our Site (including the ability to submit User Reviews and Provider Responses) may require an Account in order to access them.

4.2 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date. Should you need to update your preferred email address for communications, you should email support@cribadvisor.uk for further information.

4.3 You must not use anyone else’s Account.

4.4 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Our Privacy Policy.

4.5 If you wish to close your Account, you may do so at any time. You may email support@cribadvisor.uk to close your account. Closing your Account will result in the removal of your information for the purpose of sustaining your personal profile (Student User or Provider Account). Closing your Account will also remove access to any areas of Our Site requiring an Account for access.

4.6 If you close and delete your Account, any User Reviews or Provider Responses that you have submitted to Our Site will remain on the site, still anonymised where appropriate, and you will lose the ability to edit or update their text.

5. Intellectual Property Rights

- 5.1 With the exception of User Reviews (see Clause 7), all content included on Our Site and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been licensed by CribAdvisor. All content (including User Reviews) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to Sub-Clauses 5.3 and 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content from Our Site unless given express written permission to do so by CribAdvisor.
- 5.3 You may:
- 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print one copy of any page(s) from Our Site;
 - 5.3.4 Download extracts from pages on Our Site; and
 - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- If any of the above contains reference to, or part of, an anonymous Student User Review, it is for the distributor to periodically ensure that the poster has not redacted/removed the posted review, and to destroy documents and media containing any redacted/removed content immediately.
- 5.4 Our status as the owner and author of the CribAdvisor site (or that of identified Users and/or licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from CribAdvisor (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.
- 5.6 Nothing in these Terms of Use limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. Acceptable Usage Policy (Our "Terms of Use" and "Policies Regarding Responding to Reviews"):

- 6.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 7. Specifically:

- 6.1.1 you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;
- 6.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 6.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 6.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

6.2 Terms of Use:

When submitting Student User Reviews or Provider Responses you must comply with our terms of use. In order to comply you must not submit content that:

- 6.2.1 is sexually explicit;
- 6.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
- 6.2.3 promotes violence;
- 6.2.4 promotes or assists in any form of unlawful activity;
- 6.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- 6.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person (this does not prohibit negative Student User Reviews, however);
- 6.2.7 is calculated or is otherwise likely to deceive;
- 6.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
- 6.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- 6.2.10 implies any form of affiliation with CribAdvisor where none exists;
- 6.2.11 is intended to advertise or market any product or service (including, but not limited to that which is being reviewed), or is of an advertising or marketing nature;
- 6.2.12 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

6.2.13 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

6.3 Policies Regarding Responding to Reviews:

When submitting Provider Responses, to comply with our Policies Regarding Responding to Reviews, you must not submit, communicate or otherwise do anything that;

6.3.1 attempts to identify a User publicly on Our Site or elsewhere, this includes publishing personal details about a User not otherwise made publicly available on Our Site and the use of innuendo to this end;

6.3.2 may be seen as excessively hostile or unprofessional;

6.3.3 may be seen as submitted with the sole purpose being to attack a User's credibility, beyond merely disputing alleged events;

6.3.4 attempts to contact a User in response to a review (outside the Provider Response feature of Our Site) using whatever means of contact you may employ including via personal email, student email, social media platforms or messaging services, telephone or text message, or written letter.

6.4 CribAdvisor reserves the right to suspend or terminate your Account and/or your access to Our Site if you materially breach the provisions of this Clause 6 or any of the other provisions of these Terms and Conditions. Specifically, CribAdvisor may take one or more of the following actions:

6.4.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;

6.4.2 remove any User Review(s) or Provider Response(s) submitted by you that violate(s) this Acceptable Usage Policy;

6.4.3 issue you with a written warning;

6.4.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

6.4.5 take further legal action against you as appropriate;

6.4.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

6.4.7 any other actions that We deem to be reasonable in the circumstances.

6.5 CribAdvisor hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that CribAdvisor may take in response to breaches of these Terms and Conditions.

7. User Reviews and Provider Responses

- 7.1 An Account is required if you wish to submit Student User Reviews or Provider Responses. Please refer to Clause 4 for more information.
- 7.2 You agree that you will be solely responsible for your Student User Reviews or Provider Responses. Specifically, you agree, represent and warrant that you have the right to submit the Student User Reviews or Provider Responses, that any facts stated are accurate and true, that opinions stated are genuinely held, and that all such Student User Reviews or Provider Responses will comply with Our Acceptable Usage Policy, detailed above in Clause 6, this includes our “Terms of Use” and “Policies Regarding Responding to Reviews”.
- 7.3 You agree that you will be liable to CribAdvisor and will, to the fullest extent permissible by law, indemnify CribAdvisor for any breach of the warranties given by you under Sub-Clause 7.2. You will be responsible for any loss or damage suffered by CribAdvisor as a result of such breach.
- 7.4 You (or your licensors, as appropriate) retain ownership of your Student User Reviews and all intellectual property rights subsisting therein. When you submit a Student User Review or Provider Response you grant CribAdvisor an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence it for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Review or Provider Response within Our Site.
- 7.5 If you wish to remove any of your Student User Reviews or Provider Responses from Our Site, the Student User Reviews or Provider Responses in question will be deleted. Please note, however, that caching or references to your User Reviews or Provider Responses may not be made immediately unavailable (or may not be made unavailable at all where they are outside of CribAdvisor’s reasonable control).
- 7.6 CribAdvisor may pre-screen, reject, reclassify, or remove any Student User Review(s) or Provider Response(s) from Our Site including, but not limited to, circumstances where, in CribAdvisor’s sole opinion, they violate the Acceptable Usage Policy contained in Clause 6.
- 7.7 If Cribadvisor receives a complaint from a third party and determines that the User Review(s) or Provider Response(s) in question should be removed as a result, the user(s) will be notified that the relevant User Review or Provider Response was removed and the user(s) will be invited to update and republish the review or response text in line with our Acceptable Usage Policy.

8. Links to Our Site

- 8.1 You may link to Our Site provided that:
 - 8.1.1 You do so in a fair and legal manner;
 - 8.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 8.1.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and
 - 8.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 8.2 You may link to any page of Our Site.
- 8.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact CribAdvisor at support@cribadvisor.uk for further information.
- 8.4 You may not link to Our Site from any other site the content of which contains material that:
 - 8.4.1 is sexually explicit;
 - 8.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 8.4.3 promotes violence;
 - 8.4.4 promotes or assists in any form of unlawful activity;
 - 8.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 8.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 8.4.7 is calculated or is otherwise likely to deceive another person;
 - 8.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 8.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this Sub-Clause 8.4);
 - 8.4.10 implies any form of affiliation with CribAdvisor where none exists;
 - 8.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

8.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

9. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under CribAdvisor's control. CribAdvisor neither assumes nor accepts responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

10. Disclaimers and Legal Rights

- 10.1 Nothing on Our Site, including but not limited to Student User Reviews and Provider Responses, constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to your tenancy rights.
- 10.2 Insofar as is permitted by law, CribAdvisor make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 10.3 If, as a result of CribAdvisor's failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, as a consumer 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.
- 10.4 CribAdvisor makes reasonable efforts to ensure that the content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date.
- 10.5 The opinions, views, and values expressed in content on Our Site, including but not limited to Student User Reviews and Provider Responses, are those of the authors of that content and do not represent CribAdvisor's opinions, views, or values.

11. Our Liability

- 11.1 To the fullest extent permissible by law, CribAdvisor 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) Our Site or the use of or reliance upon any content included on Our Site.

- 11.2 To the fullest extent permissible by law, CribAdvisor exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any content included on Our Site.
- 11.3 If you are a business user or Provider User, CribAdvisor accepts 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 CribAdvisor exercises all reasonable skill and care to ensure that Our Site is free from viruses and other malware, however, CribAdvisor accepts 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 Site (including the downloading of any content from it) or any other site referred to on Our Site.
- 11.5 CribAdvisor neither assumes nor accepts responsibility or liability arising out of any disruption or non-availability of Our Site 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 CribAdvisor's 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. Viruses, Malware and Security

- 12.1 CribAdvisor exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 12.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 12.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 12.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 12.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

13. Privacy and Cookies

Use of Our Site is also governed by Our Privacy Policy. These policies are incorporated into these Terms and Conditions by this reference.

14. Data Protection

14.1 All personal information that CribAdvisor may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

14.2 For complete details of CribAdvisor’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

15. Communications from CribAdvisor

15.1 If CribAdvisor has your contact details, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

15.2 CribAdvisor will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by CribAdvisor include an unsubscribe link. If you opt out of receiving emails from CribAdvisor at any time, it may take up to 14 business days for your new preferences to take effect.

15.3 For questions or complaints about communications from CribAdvisor (including, but not limited to marketing emails), please contact us at support@cribadvisor.uk.

16. Changes to these Terms and Conditions

16.1 CribAdvisor may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

16.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

17. Contacting CribAdvisor

To contact Us, please email Us at support@cribadvisor.uk or using any of the methods provided on Our contact page at www.cribadvisor.uk

18. Law and Jurisdiction

18.1 These Terms and Conditions, and the relationship between you and CribAdvisor (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and CribAdvisor (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.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and CribAdvisor, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.