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## Terms and Conditions

- The GetGoing website** is owned by Stigma Trust Limited and shall be administered by it or its legal representative(s) for the purpose of providing services as advertised on the website or other printed, digital or verbal media as they choose. Any reference to GetGoing shall mean the above.
- Terms used throughout the site are:
  - Administrator** – A person authorised by GetGoing, its subsidiaries or owners to manage the GetGoing website, database, file structure, hosting and domain names, in the capacity of employee, owner or representative including any multiple of such.
  - User** – Any person who uses the GetGoing website for the purpose of obtaining information with the aim of becoming a member.
  - Member** – A user, who has read and agreed with the content of the GetGoing Terms and Conditions, submitted an online application and has been accepted by GetGoing administrators or their authorised representative as a member.
  - Agent** – A user, member, shareholder or partner that has undertaken to manage for GetGoing one or more properties on behalf of the property owner(s). At their discretion, GetGoing may authorise as an agent any member or user from time to time.
  - Shareholder** – Any member of GetGoing that has undertaken to recommend one or more properties to GetGoing after they have visited as a guest at the location.
  - Partner** – Any user or member of GetGoing that has entered into an arrangement with GetGoing as an owner of, or representative of, an owner (including being a member of a syndicate), to supply any service to a member or another partner.
- Membership** of GetGoing is voluntary. No implied or expressed financial association is made or required from you.
- As a partner**, there is no minimum or maximum number of properties that you are required to manage.
- The level of commitment** to the Programme is entirely for you to decide.
- We welcome any criticism** so that will help us improve the service to all users of the website. Please contact us with any suggestions or complaints freely by email, phone, fax or post.
- The offer** of free accommodation or reciprocal holidays is entirely at the risk of the property owner. The involvement of GetGoing in the arrangement is only as a forum for the exchange of listings details or contact information and recommendations to members of suitable locations for their specific needs.
- The acceptance** of members at any site for possible vacation use is entirely between each property owner only and no implied or expressed guarantee of responsibility for the quality or equality of transfer of holiday term, time or value rests with GetGoing.
- The posting** of details on the website is the responsibility of the authorised Agent. The Agent's action of posting a property assumes the authority of the respective property owner and his/her approval for the submitting of the listing.
  - Where the listing is by manner of recommendation only, rather than the expressed consent of the property owner(s), the description of the property must specifically state this fact in the listing description.
- The efficacy** of the site to display the details of the listing is not to be construed as the limit of the listings content and it is the responsibility of the Agent to inform the

Administrator of any defect or lack of ability to show such content at the time of posting, by email, post, phone, fax or online website form.

11. **Where the syndication** of a property is taken or purchased by a Partner, it is at his or her own financial risk and at his/her own volition. It will be assumed that he/she has entered into such syndication after seeking legal or other advice.
12. **Any offer** made by a Partner to a Shareholder, Member, User or Administrator of a (free, reciprocal, incentive, voucher or coupon) based holiday, vacation or time share part ownership or other such undertaking, is entirely at the risk of the Partner. GetGoing shall be responsible only in respect of conveyance of contract details.
13. **The suitability** of any property, or implied use for any particular purpose is the responsibility of the building manager or owner and shall be expressed in terms or style as to be understood and agreed to by the prospective Shareholder, Member, User or their travel partner(s) before any travel arrangements are finalised, and shall be concluded not less than 30 days before any travel documents are ordered.
14. **It is the responsibility** of the Agent to make sure that the listing sponsored, approved or recommended to the User, Member, Shareholder or their representative is actually suitable for the type of disability as so listed, and any implied or assumed non-compliance shall be made clear to the User, Member, Shareholder or their representative before any travel arrangements are finalised.
15. **The Partner** shall have accepted the clarity and completeness of these conditions before entering into any agreement with GetGoing for the purposes of becoming an Agent, and shall confirm the suitability of these conditions for the purposes of extending an offer of any subsequent contract with a Partner, User, Shareholder, Member and/or their representative(s) before entering into the contract.
16. **A user**, member, shareholder or other must have made known any proposal of change to these conditions in writing to the Administrators of GetGoing before entering into any contract.
17. **It shall be at the discretion** of the management of GetGoing to change, alter, add to, remove from or other, any of these terms and conditions without notice and without prior agreement with any Partner, Member, User, Shareholder, Property Owner, Franchisee or Agent, if they feel that by so doing they will be improving or adding features to the service offered.
18. **Any changes** to the Terms and Conditions shall be posted onto the site within seven days of implementing such change.
19. **If at any time** any user of the site decides the conditions of use or any part of them unacceptable, they are to notify the Administrators by post, email, fax or phone to that effect. If the Administrators feel that the reasons for this dispute are reasonable, they shall have the option of making a change to the conditions to reflect acceptance of the said objection. If finding the change unacceptable, the user may remove or request the removal of his/her details from the site and cease their use of the site.
20. **These Terms and Conditions** are to be interpreted and shall be governed according to the Laws of Scotland.

**File:** Terms2008.doc

**Last Revision:** 14 May 2009