



Terms & Conditions

Borrow My Garden Ltd.

Company registration Number 11869104

Terms and Conditions for Advertisers and Garden Hirers

Please read the Terms and Conditions thoroughly before using our Site.

We are an Advertising service for Advertisers (Garden Owners) and a Hiring Search Facility for Garden Hirers. We charge Garden Owners only an annual fee for a Listing but no commission.

1. Definitions and Interpretation

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

“Account”

means collectively the personal/identifying information used by Advertisers to login into and access parts of the Site and to create Listings;

“Listing”

means an advertisement posted on the Site by an Advertiser which shall provide details of the item or service offered by the Advertiser;

“Advertiser”

means a Garden Owner who wishes to or has placed a Listing on the Site;

“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 Site;

“Garden”

means a garden, field, woods, woodland, parkland, meadow, barn, warehouse, camping and/or glamping site in the UK available for hire by the Advertiser and listed on this Site;



“Fee”

means the annual fee payable by the Advertiser to place a Listing on the Site which is non-refundable;

“Garden Hirer”

means any individual or business who accesses the Site to search for Listings in order to hire a Garden;

“Garden Owner”

means an individual or business who is either the freehold owner or managing agent with consent to manage and offer the land in the UK for hire from the land owner;

“Service”

means collectively any online facilities, tools, services or information that Borrow My Garden Limited makes available through the Site either now or in the future;

“System”

means any online communications infrastructure that Borrow My Garden Limited makes available through the Site either now or in the future. This includes, but is not limited to, Listings, email addresses and online forms;

“Site” / “the Services”

means the Site that you are currently using www.borrowmygarden.co.uk and any sub-domains of this site unless expressly excluded by their own terms and conditions;

“Borrow My Garden Ltd”/ “We”/” Us”

means Borrow My Garden Ltd the owner of the Site whose registered office is 9 Chantry Close, Kings Langley, Herts WD4 8EX; and

“You”/” User”/” Users”

means any user of or visitor to the Site

These terms and conditions together with the [Privacy Policy](#) and [Data Protection Policy](#) govern the relationship between Borrow My Garden Ltd and any Advertiser (which includes potential Advertiser) and Garden Hirer using or accessing the Site. Garden owners (Advertisers) include



people who have confirmed to us that they have legal authorisation to list a garden in the UK on our site. Garden Hirers include people who use the Site to access information about and to book gardens, whether for business or leisure purposes, from Garden Owners who have Listed on this Site.

Advertisers and Garden Hirers are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site and any transaction they enter into in connection with their use of the Site.

No-one else, other than Advertisers and Garden Hirers, should be using this Site. Unauthorised use of the Site may give rise to a claim for damages and/or be a criminal offence.

Our services are not available to, and may not be used by, persons under the age of 18 years or to temporarily or indefinitely suspended Users. If you do not qualify, please do not use our Services and exit the Site.

If the Advertiser is a company, partnership or other entity, a person who uses the Site, and/or agrees to these Terms and Conditions, on behalf of that Advertiser represents that he/she has the authority to bind the entity to these Terms and Conditions.

These Advertisers / Garden Hirers Terms and Conditions constitute a legally binding agreement between Borrow My Garden Ltd and the Advertiser and the Garden Hirer. By using or accessing the Site you acknowledge that you agree to and are subject to the Advertisers / Garden Hirer Terms and Conditions. If you do not fully agree to these Terms and Conditions, you are not authorised to access or otherwise use the Site.

2. Intellectual Property

The Intellectual Property Rights subsisting in the Content of a Listing belong to the Advertisers who placed those Listings unless it is expressly stated otherwise. The Advertisers warrant and agree that:

- you own or have the necessary licences, rights and consents in writing in and to any Content that you submit to us and you will provide to us evidence of all such licences, rights, consents and permissions if we so request;
- the Content is your own original work and has not been copied wholly or substantially from a third party; and
- the Content is not deceptive, misleading or deceitful.



The Content described in this Clause, 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 Site. The exceptions in Clause 3 continue to apply.

3. Fair use of Intellectual Property

Content from the Site 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

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your convenience and to provide further information only. Their presence does not mean that we endorse the linked website(s). We have no control over the contents of those sites or resources and cannot accept any responsibility for them or for any loss or damage that may arise from your use of them. We are not responsible for the protection and privacy of any information which you provide whilst visiting sites and they are not governed by our privacy policy. You should exercise caution and look at the privacy statement applicable to the website in question.

5. Links to this Site

Those wishing to place a link to this Site on other sites may only do so to the homepage of the Site www.borrowmygarden.co.uk with prior permission. Deep linking (i.e. links to specific pages within the Site) requires our express prior permission. To find out more please contact us by email at hello@borrowmygarden.co.uk.

6. Advertising on the Site

When submitting a Listing to the Site you agree to do so in accordance with the following rules:

- your Listing should be honest and fair, should not make any unsubstantiated or unsupported claims, and should not make dishonest or unreasonable comparisons with other Advertisers;
- Listings must be made using the English language(s). Content in any other language may be removed at our sole discretion;
- your Listing and Content may not infringe the intellectual property rights of any third party including, but not limited to, copyright and trademarks;
- Only items or services directly relating to the services offered on



- www.borrowmygarden.co.uk may be Listed;
- the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
 - you must not impersonate other people or businesses;
 - 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;
 - the Listing Content must be truthful, accurate and appropriate and must not contain anything that is illegal, obscene, profane, abusive, threatening, defamatory, ageist, sexist or racist, intended to promote or incite violence, invasive of privacy or otherwise objectionable (including that which may be in breach of rules, regulations or legislation specific to the Garden);
 - you must not post links to other websites containing any of the above types of Content;
 - Content must not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Borrow my Garden Ltd or any other individuals and/or entities (the determination of which shall remain in our sole discretion); and
 - you must have all legal rights to the Content.

We do screen or pre-approve any Listing submitted to the Site, however on notification from Garden Hirers or other Advertisers we may examine Listings and edit and/or remove them from the Site.

Borrow my Garden Limited may edit your Listing to comply with the provisions of this Clause without prior consultation. In cases of severe breaches of the provisions of this Clause, your Listing may be removed and your Account may be suspended or terminated at our sole discretion. You will not be informed in writing of the reasons for any such alterations or removals.

In order to post a Listing, you are required to submit certain personal details and/or business details. By continuing to use this Site you represent and warrant that:

- any information you submit is accurate and truthful; and
- you will keep this information accurate and up-to-date.

By posting a Listing you warrant and represent that you are the author of that Listing or that you have acquired all of the appropriate rights and / or permissions to submit it. Borrow my Garden Limited accepts no responsibility or liability for any infringement of third party rights by such Listings or Content.



Borrow my Garden Ltd will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Listings, nor for any errors or omissions in Listings. Use of and reliance upon Listings is entirely at your own risk.

Nothing in these Terms and Conditions shall grant Borrow my Garden Ltd any rights in or to any trademarks or any other intellectual property rights contained within your Listing or any part of it save for the right to display the same on the Site as part of your Listing until you or we choose to remove that Listing.

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

7. Listing a Garden on the Site

The Advertiser is fully responsible for the management of their own garden, including legal and planning matters that may arise as a direct result of renting or hiring out their land, and should seek professional independent legal advice if in doubt.

The Advertiser must be the freehold owner or managing agent with consent to manage and offer the Garden for rent or hire from the land owner.

The Advertiser must be open and honest regarding land details, facilities, permitted use and access and is responsible for ensuring that their Garden and any related liability is adequately insured for purpose. Further, the Advertiser is also responsible for ensuring that that all and any licencing (such as, but not limited to, events and liquor licences), drainage, risk assessment, health and safety requirements, requirements as to size, noise and light, amenities, access to adequate and suitable parking for vehicles and use of and safety of any animals in the Garden are considered and fully complied with as required by law.

Borrow my Garden Ltd takes no responsibility for any loss, damage or injury to property, person or livestock as a result of any booking introduction through the Site.

8. Limitation of Liability

The 'Site' is a place where Garden Hirers can view listings of, and obtain information about, Gardens offered for rent in the UK by Advertisers. The Advertiser pays the Fee solely in order to place a Listing on the Site. The Site acts only as a venue for Advertisers and Garden Hirers to interact with each other. Borrow my Garden Ltd is not, and does not become, a party to any contractual relationship between the Garden Hirer and the Advertiser and does not mediate between them in the event of any dispute arising between them. It is upon this basis that we limit our liability.



For the avoidance of doubt, Borrow my Garden Ltd never act as a principal in connection with any of the transactions or services available on or through our Site. As between the Garden Hirers and Borrow my Garden Ltd, nothing in this Agreement or in their use of our Site creates or is intended to establish, any agency relationship, partnership or joint venture between us and Garden Hirers.

In recognition of this, Advertisers acknowledge that any claim they may have that is in any way connected with a dispute with a Garden Hirer sourced through our site must be brought directly against that Garden Hirer and not against us, Borrow my Garden Ltd.

Similarly, any claim that a Garden Hirer has in any way connected with a dispute with an Advertiser on our site must be brought directly against that Advertiser and not against us, Borrow my Garden Ltd

Borrow my Garden Ltd does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts.

Should Borrow my Garden Limited consider an Advertiser is in breach of contract for any attempts to undermine, libel or slander its business in public then the company will immediately remove that Advertiser from its site without a refund. Further, any vexatious and frivolous actions by Users against us will be challenged in the courts with applications for both costs and mitigating damages.

We do not own nor have we inspected nor do we have any control whatsoever over any Garden listed on our site and we make no representations or warranties regarding any of the Gardens. While we require Advertisers to List Gardens truthfully, fairly and accurately, and we take reasonable steps to remove advertisements from our site following any complaint from a Garden Hirer or another Advertiser, we have no control over the accuracy of any advertisement or the capacity of any Advertiser to make a booking with a Garden Hirer.

We make no claims, therefore, as to the quality, safety or legality of any of the gardens advertised. It is the sole responsibility of the Advertiser to be eligible to rent or hire the garden and the sole responsibility of the Garden Hirer to pay for the rental.

Consideration should always be given to the nature of advertisements and contracts transacted on the Internet, and the risks involved. You should proceed with reasonable care and judgement when using our Site.

Your use of any information or materials on the Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Site meet your specific requirements.

If we are in breach of these terms or otherwise liable to you (including, without limitation, for our negligence), we will only be responsible for any direct damages or losses you incur that result from your use of our site up to the value of the Fees (if any) that you have paid to us. We



shall not be liable for any indirect losses or damages suffered by you. Our liability to you shall not in any event include business losses (which includes without limitation loss or corruption of data, loss of profits or contracts, loss of revenue, loss of anticipated savings in expenditure, or business interruption) as a result of our breach of contract or negligence or otherwise.

We will not be in breach of these Terms and Conditions, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

Nothing in these terms and conditions excludes or restricts Borrow my Garden Ltd's liability for fraudulent misrepresentation or for death or personal injury resulting from any negligence or fraud on the part of Borrow my Garden Ltd, nor any other liability which cannot be excluded or limited by law.

Please be aware that, even though Borrow my Garden Ltd are not a party to any rental or hire transaction and assume no liability for legal or regulatory compliance pertaining to any garden listed on the Site, there may be circumstances where we are nevertheless obligated (as we may determine in our sole discretion) to provide information relating to any listing in order to comply with governmental or regulatory bodies' investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion.

Whilst Borrow my Garden Ltd make their best efforts to avoid intentional misuse of our Site and the dissemination of harmful programs via it, we will not, however, be liable for any loss or damage caused by any intentional misuse of our Site or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site.

9. Additional Terms and Conditions Specific to Garden Hirers Using this Site

The Site is made up of garden Listings in the UK provided by Advertisers. Every aspect of such content in the Listing is the responsibility of the Advertiser. We have no responsibility for such content as we are merely providing access to the content as a service to you. We are simply providing you with the facility to communicate directly with the Advertiser to enquire about a Garden and make bookings with the Advertiser for the rental of such Garden. All bookings you make are made directly with the Advertiser and your contract will be with the Advertiser.

Any such contract you have with the Advertiser will govern your right to occupy and use the Garden and may contain obligations to pay additional fees and taxes. Borrow my Garden Ltd is not a party to any such contract and has no liability to you for the Advertiser's provision of the Garden. We do not endorse, support, represent or guarantee the truthfulness, accuracy or



reliability of any information in the Listings on the Site or any opinions/content posted by third parties.

As such you the Garden Hirer acknowledge that any issues or disputes you have, in any respect of the garden or booking are the sole responsibility of the Advertiser and absolutely nothing to do with Borrow my Garden Ltd.

10. Communications

When using the enquiry form or any other communication System on the Site you should do so in accordance with the following rules. Messages sent via our System should only relate to genuine booking enquiries. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse our System, such as by sending unsolicited commercial communications (spam) or disclosing personal information of Users to a third party, unless you have the express permission from the User. You agree that you will protect other Users' personal information in accordance with applicable laws and regulations and in any event, using a reasonable standard of care, and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

You will not use obscene or vulgar language or send messages that are unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist or intended to promote or incite violence. You must not impersonate other people, particularly employees and representatives of Borrow my Garden Ltd.

By using this Site you acknowledge that Borrow my Garden Ltd reserves the right to monitor any and all communications made to us or using our Site; that Borrow my Garden Ltd may retain copies of any such communications; and any information you send to us through our Site or post on the enquiry form may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

All notices / communications shall be given to us either by post to: Borrow my Garden Ltd at 9 Chantry Close, Kings Langley, Herts WD4 8EX or by email to hello@borrowmygarden.co.uk. 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.

11. Availability of the Site and modifications

The content of the Site is for your general information and use only. It is subject to change without notice. Borrow my Garden Ltd may amend or terminate the Services from time to time for any reason, without notice, with no liability to an Advertiser or to any Garden Hirer



or any third party. Borrow my Garden Ltd also maintains the right to amend these Terms and Conditions from time to time.

Whilst Borrow my Garden Ltd endeavours to ensure the accuracy of all information on the Site, we do not accept liability for completeness or suitability of the information and materials found or offered on this Site, for any particular purpose.

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Whilst we make every effort to maintain the continuity of our site, Borrow my Garden Ltd accepts no liability for any disruption, errors, omissions, interruptions of service and delays or non-availability of the Site resulting from external circumstances beyond our control including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, network access failure, strikes, industrial disputes, natural events, flood, fire, explosion, accident, acts of war or legal restrictions and censorship. As a result, we do not accept any on-going obligation or responsibility to operate our site or any particular part of it.

Borrow my Garden Ltd reserves the right to alter, suspend or discontinue any part (or the whole) of the Site including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Site unless it is expressly stated otherwise.

Borrow my Garden Ltd may revise these Terms and Conditions at any time by posting an updated version to this web page. You should visit this page periodically to view the most current Terms and Conditions because they are binding on you.

You must not copy, transmit, modify, republish, save, pass off or link to any content or material on our Site. Advertisers and Garden Hirers shall not use our site for any marketing or advertising purposes which are not permitted by us. Any such use of our Site shall, in our discretion, result in us refusing to list any garden and/or discontinuing the ability of the person infringing this provision from using our Site.

12. User Registration and Accounts

In order to use this Site Advertisers are required to create a User Account which will contain certain personal details and Payment Information. By continuing to use this Site Advertisers represent and warrant that:

- all information you submit is accurate and truthful;
- You have permission to submit Payment Information where permission may be required;
- you will keep this information accurate and up to date; and



- Your creation of an Account is further affirmation of your representation and warranty.

It is recommended that you do not share your User Account details, particularly your username and password. Borrow my Garden Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, we recommend that you do not save your Account details in your internet browser.

If you have reason to believe that your Account details have been obtained by another without consent, you should contact Borrow my Garden Ltd immediately to suspend your Account and cancel any unauthorised purchases that may be pending. In the event that an unauthorised purchase is processed prior to your notifying us of the unauthorised nature of it, Borrow my Garden Ltd accepts no liability or responsibility.

When choosing your username you are required to adhere to the terms set out above otherwise your Account may be suspended and/or deleted.

13. 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.

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 Borrow my Garden Ltd.

15. Data Protection

Borrow my Garden Ltd is the data controller for the purpose of the General Data Protection Regulations 2018 and we will be bound by the Privacy Policy and Data Protection Policy in relation to the storage and use of your personal data.

Borrow my Garden Ltd also uses Google Analytics (and other analytics platforms) to gather statistics on Site usage. There are more details in the Privacy Policy and Data Protection Policy and in Google's own privacy policy. Google may aggregate data they collect from their various services including Google Analytics, Google Translate, Google Maps and other Google services including YouTube. You accept that Borrow my Garden Ltd has no control over this.



16. Inappropriate Content

If you consider any of the content of any images or any other material posted on our Site by any Advertiser to be offensive, discriminatory, defamatory or libellous or otherwise inappropriate, please notify us by sending us details of such content and the reason why you consider it to be inappropriate. Upon receipt we will review such content and shall decide in our sole discretion whether to remove it from our Site.

Please send details of any content which you consider to be Inappropriate Content to us: By post to Borrow my Garden Ltd, 9 Chantry Close, Kings Langley, Herts WD4 8EX or by email to hello@borrowmygarden.co.uk.

17. Law and jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

18. Severance

If a provision within these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the enforceability of any other part of these Terms and Conditions will not be affected.

19. Indemnification

You agree to indemnify and keep Borrow My Garden Ltd and its owners, officers, directors, employees and agents fully indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including but not limited to legal and accountancy fees) of any kind or nature brought or occasioned by Garden Hirers or any third parties alleging, arising out of, or in connection with: (a) any material or Content you provide to the Site; (b) your use of any Content on the Site; (c) in particular any claim by any third party in connection with or resulting from the Content, including any claim that the Content infringes the intellectual property or other proprietary rights of a third party, (d) any breach by you of these Terms and Conditions or (e) your use of the Garden.

20. Notices

Any notices that you wish to send us should be **emailed** to us at hello@borrowmygarden.co.uk. Any notices that we may wish to draw to your attention to will be displayed on our site.

Please print and keep a copy of any message which is important to you.