



Aurora Business to Business - B2B

Terms of Use

These terms of use ("Terms") govern your use of the Aurora B2B web sites and services and any linked pages ("web site") offered by Tourism Holdings Limited ("THL Rentals"). The web site is for the use of approved organisations ("the Agent") and their nominated staff reselling THL Rentals products. Your use of the web site means you accept these Terms.

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The web site, products and processes contained in this web site may be the subject of other intellectual property rights owned by THL Rentals or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this web site must not in any way infringe the intellectual property rights of any person.

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This web site may contain links to, or frame, web sites of third parties ("external sites"). THL Rentals is not required to maintain or update the links.

Links to, or framing of, external sites should not be construed as any endorsement, approval, recommendation or preference by THL Rentals of the owners or operators of the external sites, or for any information, products or services referred to on the external sites unless expressly indicated on this web site.

THL Rentals makes no warranties and accepts no liability in relation to material contained on external sites.

Security

When you book rental vehicles or use other facilities of the web site, a secure server is used. Secure Server Layer (SSL) encrypts the information you send through this web site. THL Rentals makes no warranty in respect of the strength or effectiveness of that encryption and THL Rentals is not responsible for events arising from unauthorised access of the information you provide.

THL Rentals may also employ additional measures to ensure the security of the web site and to verify transactions being processed through the web site without disclosing those measures to you.

Cookies

Cookies are small pieces of data stored on the web browser on your computer. The web site may store cookies on your web browser in order to improve service for you on your subsequent visits to the web site. If you disable the use of cookies on your web browser or remove or reject specific cookies from the web site or linked sites, then you may not be able to gain access to all the content and facilities of this web site.

Disclaimers and Limitation of Liability

Except where to do so would cause any part of these Terms to be illegal, void or unenforceable, THL Rentals:

Excludes all conditions and warranties implied into these Terms;

To the fullest extent permitted by applicable law, is not liable to you or anyone else for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered, in connection with use of this web site; and

Excludes liability (whether that liability arises under contract, tort (including negligence) or statute) for any special, indirect or consequential loss or damage (including without limitation loss of revenue and loss of, or damage to, data) suffered or incurred in connection with this web site.

Without limiting the general disclaimer, THL Rentals:

Makes no warranty as to the completeness or accuracy of any material or as to its merchantability or fitness for a particular purpose. THL Rentals is not liable to you or anyone else if errors occur in the information on this web site or if that information is not up-to-date;

Will not be liable for disruptions to this web site; and

Is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this web site or an external site. You must take your own precautions to ensure that whatever you select for use from this web site is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

Except where specifically stated otherwise, nothing in these Terms shall void or override any of the provisions in the Rental Terms and Conditions of any THL Rentals products or the provisions of any other contract, which may exist between the Agent and THL Rentals.

Linking to Aurora B2B

The web site is intended solely for the use of approved users to facilitate the selling and booking of vehicle rentals. You agree not to publish links or any other details about how to access the system to any person other than those directly employed by your organisation who have also agreed to abide by these Terms. You must not publish a link to this web site on your own web site or on the web site of any third party.

Super User

Upon approval of your application, the nominated primary user ("Super User") will be assigned a password and will be provided access details for the web site. The Super User will then be responsible for:

- Ensuring that all users understand that they may only use the web site subject to these Terms,
- Setting up user accounts so new users can access the web site,
- Providing access details to other users within your organisation,
- Passing on notices and information which THL Rentals may issue from time to time relating to the use of the web site,
- Deleting user accounts when a staff member leaves the employment of your organisation, and

- Ensuring that users may book only under agent codes to which they have access.

Sharing of accounts and passwords between users seriously compromises security. At all times the Super User must ensure that each user of the web site has their own personal account and password. Accounts/passwords should not be shared between users without prior written consent from THL Rentals.

Protecting Access Details

Access to the web site will only be possible after you login using a valid email address identifying your user account and the password attached to that account. Your initial password will be advised to you once your user account has been created. The first time you use the system you should change your password so it is known to no one else. If, at any time, you suspect that your password has become known by someone else, please change your password as soon as possible. You must ensure that your password is difficult to guess and is not stored without disguise on your computer.

Net Pricing

The pricing details available through the web site are based on prices nett of any commissions or discounts to which your organisation may be entitled. For many businesses, this is sensitive data that you may not wish to be viewed by your customers or some staff. It is your responsibility to use the web site appropriately and take the necessary precautions to protect the confidentiality of any data within your own organisation.

Acceptance of Transactions

A transaction processed through the web site is a request ("request") the Agent is making of THL Rentals. Any indication of success or confirmation received from the web site should be viewed as a preliminary response only. A request may be subjected to manual review and rejection as follows:

THL Rentals may reject any request processed through the web site, within 24 hours of receiving the request, if completion of the request would violate the terms of any contract that exists between the Agent and THL Rentals or if completion of the request would violate the Rental Terms and Conditions of any THL Rentals products (in the event that a request is rejected, the user will be notified); and

THL Rentals may reject any modification request processed through the web site, at any time, if that request was to modify a booking and that booking was cancelled following the modification.

When cancelling a booking you will receive a cancellation confirmation after the fact from THL Rentals. If this is not received, please follow up on the cancellation request as it is the B2B user's responsibility to ensure the cancellation has been transacted. This will save on the possibility of no show fees for bookings thought to be cancelled.

Termination

You may terminate your use of the web site by notifying your THL Account Manager of your wish to do so in writing or by email. THL may terminate any user account created by your Super User if the account is not used for a period of 90 days or more. THL may also terminate your Super User account if there is no use of the web site for a period of 60 days or more by any users nominated by the Agent.

THL may also terminate your use of the web site if you breach these Terms.

Changes to Terms

THL Rentals may change these Terms at any time without notice. You may request a copy of the current Terms from your THL Account Manager or view them on the web site.

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