

The Bookings Management Contract

with

www.cottagegems.com

Tel: 01245 425 718

Introduction

1. This document (and any documents referred to here) set out the terms and conditions on which you may make use of www.cottagegems.com ("our site") as an owner of luxury self catering accommodation or as an agency renting out luxurious self-catering accommodation.

Please read these terms and conditions fully before using our sites. By advertising on our sites, you agree to be bound by these terms and conditions. 'You' refers to Cottage Owners or agencies. 'We' refers to Cottagegems.com

We recommend that you print a copy of our terms and conditions for your reference.
Information about us

1.1 We operate the website www.cottagegems.com We are XE Website Solutions Limited trading as Luxury Self Catering Accommodation, a company registered in England and Wales under company number 3991504 and with our registered office at 17 Fennfields Road, South Woodham Ferrers, Essex CM3 5RZ. Our VAT number is 104353357.

- 1.2 We may alter our Terms and Conditions at any time by updating these on the website. You should re-visit this page from time to time to view the most up to date terms and conditions.

About the Site

- 2.1 Cottagegems.com offers an online advertising service and online booking facilitation for luxury self-catering owners and agencies to rent out their properties to holidaymakers and enter in to contracts with them. We also provide a luxury self catering search facility for users of our websites. Contracts are between you and the holidaymaker.
- 2.2 Listings on our website are only accepted for 5 star or high quality accommodation that we deem to meet an acceptable luxury standard. If your property does not meet our luxury standard, we will not be able to list it on our website.
- 2.3 We do not become party to any contract between holidaymakers and owners/agencies, even when our online booking facility service is used. We facilitate bookings through our website between you and holidaymakers. It is your sole responsibility to be legally eligible to rent out the property and the holidaymaker's responsibility to pay for the rental.
- 2.4 We are not responsible for vetting holidaymakers.

3. Terms of Use of the Website and our Online Booking System

- Owners or agencies can opt to appear on the site via our payment per booking system. This system allows owners to list holiday homes without an upfront payment, but owners will be charged a commission amount per booking (currently set at 10% plus VAT). We reserve the right to change the commission rate with 30 days notice (you will be notified of any rate changes by email).
- This commission rate includes payment processing fees and VAT is chargeable on top of the commission rate.
- We reserve the right to conduct identity checks and proof of property ownership checks before acceptance of any property on to this website. You agree to assistance in these checks and understand that no listing will be made live until these checks have been completed to our satisfaction.
- You, the accommodation owner, agree that you accept bookings at the rates set by you on our website which correspond to your own direct rates. All rates entered by you on our system must correspond with those on your own website i.e. we require rate parity with the rates advertised on your own website.
- You, the accommodation owner, agree that decisions regarding the acceptance or rejection of a booking are relayed to cottagegems.com by email or SMS within 24 hours.
- Your property will be advertised through our own cottage holiday websites and others where appropriate.
- You agree to us using a standardised form of booking terms and conditions where you can specify your own damage deposit.

4 Payment of Fees and Commission

- Prior to your acceptance of a booking, we will inform you of the total rental price for the booking. For each booking you accept we will charge you 10% plus VAT, which is deducted from the total amount paid to you for the booking.
- You agree to our standard form of booking terms and conditions whereby you can specify your own damage deposit and additional fees for extra items and services supplied by you to the guest at your premises such as logs, kennels, dog sitting or baby-sitting services. The fees for these extra items, or services are your responsibility and are collected by you during the holiday.

- We collect the deposit, balance and damage deposit on your behalf and deal with all the communication and management of payments and bookings with holidaymakers.
- You, agree to our standard procedures of a 30% deposit being required from the holidaymaker to confirm a booking and the balance being requested by us within 8 weeks of arrival.
- You agree that the payment of deposit plus balance minus our fees is paid into your bank account 7-10 days after the departure date of an active booking unless:

Cancellation Policy

1.

The holidaymaker who made the booking has to leave your holiday accommodation because of unsatisfactory conditions not made clear at the time of booking that you are unable to resolve and notifies you and www.cottagegems.com in writing within 24 hours of arrival. In these circumstances the holidaymaker receives a refund and no monies are due to you.

2.

Or the holiday was cancelled by you prior to arrival, in which case we exact a £100 cancellation fee. We charge a cancellation fee in recognition of the detrimental effect cancellations can have on holidaymakers and in view of our own costs. The cancellation fee will either be charged directly or deducted from future payments to you. Once you have accepted a booking, your obligation is to honour that booking and failure to do so will result in our cancellation charges. The percentage of cancellations with regard to successful bookings will be displayed on your property record to enable the holidaymaker to make a risk assessment. No monies are due to you in this scenario.

We require that you the accommodation owner agree the following Cancellation Refund of Payments to Holidaymakers

The only reasons for the refund of a holiday booking to a holidaymaker:

1. Severe Illness or severe injury with hospitalisation or death of a close family member; spouse, partner at same address, child, parent, grandparent, grandchild, mother or father in-law that is substantiated through official documents. Official evidence will be required.

The above reason must have arisen after the holiday booking was made. Pre-existing illnesses or conditions do not apply. Cancellation for advance bookings, at least 8 weeks before arrival, due to the above reason

The 30% deposit is due to you minus our usual management fees + a £50 cancellation fee +VAT.

We will try to rebook those dates as soon as possible.

8-4 weeks prior to arrival

You receive 50% of the booking minus

Less than 4 weeks before arrival

You receive 100% of the booking, minus our usual management fees + a £50 cancellation fee +VAT.

Scale of Bookings Management Fees:

10% of rental rate + VAT to cover Booking management, Payment processing and management and Cottage Advertising fees.

Damage deposit management

You, the property owner, may specify a specific damage deposit amount which we will collect on your behalf when the balance for a holiday is paid. This is held until you release its return to the holidaymaker following an inspection of the property after departure.

Should the property not be left in a satisfactory condition, we ask that you provide a reason for withholding the damage deposit, which is given to the holidaymaker, and the funds are deposited in your account to rectify any damage. This procedure is subject to a timescale. Notification by email/sms will be sent to you on the date of departure of a self-catering break. You must let us know within **48 hours** of completion of the holiday if you have a claim on the damage deposit, otherwise the damage deposit is automatically refunded to the holidaymaker. This is a standard period irrespective of whether prompted by email or sms or not. It is your responsibility to notify us within **48 hours** and also deal with any damage deposit disputes with the holidaymaker.

It is your responsibility to ensure that you provide us with correct payment information. If you have provided us with incorrect payment information then we are not responsible for any delay in payments processing.

We hold the damage deposit and manage this in accordance with the booking contract.

In the event of there being a dispute between you and the holidaymaker, we are not responsible for any disputes or refund disputes between you and the holidaymaker.

Your Conduct

4.1 You agree that you will not wrongfully deny access to the advertised holiday home to guests that have a booking.

4.2 You must use our system for the management for all enquiries and bookings via our site. All bookings via our site must go through our online booking system. Use of outside payment or booking processes for bookings generated through Cottagegems.com is strictly forbidden and may result in your cottage advertisements being removed from the website without notice.

4.3 You will not send personal contact details to holidaymakers via our site until a confirmed booking is made.

4.4 You shall not request that any sums are paid outside of our site, with the exception of additional fees for extra items and services supplied by you to the guest at your premises such as logs, kennels, dog sitting or babysitting services. We do not recommend that you charge for extra beds or extra capacity as it is not in keeping with providing a luxury service. The fees for these extra items or services are your responsibility and are collected by you during the holiday. You are not permitted to request payment for these services or additional fees in advance, although holidaymakers must be made aware of any additional fees applicable at the time of booking.

4.5 You will not request that we fail to return a deposit or give a refund due back to the holidaymaker under the contract.

Advertising Information

5.1 You are responsible for the accuracy of the information on your ad and for keeping such information up to date (including price information, availability and all other particulars). You will be given a log in to the website where you can edit and maintain certain information pertaining to your ad. For those aspects that you do not have direct access to make edits, you must inform us in writing of any significant changes or amendments that you believe need to be made to your ad.

5.2 You set your own prices and will have the opportunity to write your own unique description of your property although we reserve the right to edit this. All content provided to us must be original text and not duplicated text copied from any other source. We reserve the right to final editorial of property adverts. You accept responsibility for maintaining the accuracy of the data contained in your advertisements. We cannot be held responsible or liable for any losses you may incur as a result of any inaccuracies in your advertisements.

5.3 You are solely responsible for the content of any material, including text and photos that you submit to the sites. We are not responsible, nor liable to any third party for any content submitted by you or for the accuracy of any such content or material which you upload to our sites or for any information you provide to us or to any user of our websites. Any advertisements containing lewd, pornographic, offensive or inappropriate content will be removed without notice.

It is your responsibility to ensure that you have copyright and permission to use all photos on your advertisement. We may use your photos and advertisement on our subsidiary advertising websites and on other websites. By advertising with us, you give us permission to do so (full details available from us upon request).

5.4 You have the intellectual property rights of the content that you submit to our websites. By submitting such content you grant us irrevocable permission to display such content on any of our websites and on any partner websites. You permit us to modify, translate and display your content as we deem appropriate on any of these websites.

5.5 You permit us to call your property by the name we decide best fits the website. This is for marketing purposes and also to ensure that bookings generated by www.cottagegems.com go via the site and that the appropriate commission fee paid.

5.6 You are not permitted to enter programming code in to any part of your ad with us. Where such code is entered to our system in contravention of our terms and conditions, it will be removed without notice.

5.7 You are not permitted to enter in website links to external websites such as your own website or to other advertising portals which feature your advertisement.

5.8 Availability Calendar Updating

You agree to keep the bookings calendar on our site up-to-date and accept that failure to maintain the calendar may result in termination of the contract. Listings where calendars have not been updated for 30 days are automatically taken offline.

www.luxury-selfcatering-accommodation uses an availability calendar booking system and we rely on you keeping your availability calendar up to date and accurate in order to avoid holidaymaker disappointment. You agree to keep your availability calendar up to date via your log in to avoid inconvenience or misleading information being provided to holidaymakers.

In the case of your availability calendar not being kept up to date regularly or containing misleading information, we reserve the right to terminate your advertisement. Bookings are only confirmed with users once we have double checked availability with you by phone or email but the above requirement to keep your calendar updated still stands.

Handling Holidaymaker Complaints

6. In the event of a customer complaining about your property you agree to liaise directly with the customer to work to resolve the complaint in a timely way. You understand that we reserve the right to remove your ad from our site if we receive one or more legitimate and serious complaint(s) from one or more user(s) of the sites about your property;

Availability of Website

7. We use top quality hosting for this website to ensure that the website is available for visitors and advertisers. We cannot however guarantee that the website will be available at all times – this is beyond our control. For example, in the unlikely incidence of server errors from the website hosting company we will work with the hosting company to get the website back online asap. However, by paying for top quality hosting, we make all reasonable possible efforts to mitigate the risk of website downtime. We aim to ensure that our websites operate error free wherever possible but cannot guarantee that the websites will be error free. If you come across any errors we ask that you notify us straight away and we will investigate and address the issue as soon as possible.

Registration & Log In

8.1 Your registration is for a single user only and we do not permit you to share your user name and password with any other person or parties.

8.2 You are responsible for the security of any passwords issued to you.

8.3 You must notify us immediately of any suspected improper use or suspected security breach.

Termination and suspension

9.1 We are entitled to remove or suspend your advertisement without notice and retain payment in any of the following events:

(a) your advertisement contains incorrect or misleading information;

(b) a material breach of this agreement such as breach of rate or availability parity guarantee, insolvency, bankruptcy or offer of an inducement to a user to get them to book directly with you.

(c) we receive one or more legitimate and serious complaint(s) from one or more user(s) of the sites about your property;

(d) inappropriate, abusive, unreasonable or unprofessional behaviour from you towards users of the site or our staff;

(e) you overcharge users making a booking with you and fail to resolve any dispute satisfactorily.

(f) you refuse to agree to any reasonable revision to any term of this Contract.

9.2 If you wish to have your advertisement removed from our site, this will be done within one month, following receipt of formal notice in writing.

After termination or suspension, you will honour outstanding bookings previously confirmed with us and shall pay us all due commissions (plus interest if applicable) on those bookings in accordance with this agreement.

www.cottagegems.com Rights and Obligations

10.1 We provide a review facility on the website so that guests who have stayed at your property can add reviews and rate your property. We reserve the right to post these reviews and ratings on www.cottagegems.com We will not enter in to negotiation with regards to reviews and feedback. We disclaim any liability and responsibility for the content and consequences of any reviews howsoever or whatsoever.

10.2 All intellectual property, trademarks, database rights and copyright in our sites and the material published on them belong to us.

10.3 You may download material from our sites for the purpose of using our sites, but you must not copy, transmit, modify, duplicate, republish, save or pass off any content on our site or publish the content elsewhere without our prior written consent.

11. Claims and indemnity

11.2 You acknowledge that any claim you may have that is connected with a dispute with a user of our sites must be brought against the user of our sites and not against us.

The Limits of our liability

12.1 We act as an online bookings management and advertising service through which owners or agencies can advertise self catering properties to users of our websites and we make no representations or guarantees regarding the capacity of any user of our site to make a booking with you. Nor do we promise any guaranteed sales.

12.2 As far as is permitted by law, we exclude:

(a) any loss you suffer or incur as a result of:

(i) the omission or act of any user of our websites or any failure of any user to comply with any of the terms applicable in the contract between you and the user. This includes any user's failure to pay sums set out in your contract with that user.

(ii) any damage to the property or loss or damage to items of the property;

(iii) any incident, accident or other occurrence which takes place at the property;

(b) Any liability for any direct or indirect loss caused by any user in connection with the use, results of using our sites or inability to use our sites correctly including:

(c) loss of income, loss of contract, goodwill, indirect or consequential losses or damages, liabilities, costs, data or wasted time.

13. About the internet and out websites

13.1 We and all other internet businesses have no control over the global network that is the internet. In common with the majority of online advertisers, we take website security very seriously and take all reasonable steps to ensure high standards. However we cannot be held responsible for service interruption or the transmission of viruses, or other malicious computer code through our websites.

13.2 We advise that you take care and manage risks when it comes to dealing with internet transactions. Certain scams do operate via the internet and we advise that you do due diligence to ensure your safety online.

13.3 Whilst we take all reasonable steps to ensure that our websites are available at all times, we cannot be held liable if for any reason our websites are unavailable at any time or for any period.

13.4 Access to our websites may be suspended without notice for any reason including (but not limited to) maintenance or system failure.

14. Changes to our Websites

We are constantly improving and updating our website. As part of that process, we may change or cease to continue any facet of or content on www.cottagegems.com/ at any time.

15. Written communications

When using our site, you accept that communication with us will in the main be via electronic modes of communication such as via email or notices on the websites. For contractual purposes, you agree to this means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

16. Notices

All notices given by you to us must be given to XE Website Solutions Ltd trading as Luxury Self Catering Accommodation at 17 Fennfields Road, South Woodham Ferrers, Essex CM3 5RZ or at the email address specified on the sites from time to time. We may give notice to you at either the e-mail or postal address you provide to us. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

17. Transfer of rights and obligations

17.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. Events outside our control

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event") such as strikes, civil riots and so on and so forth.

19. Waiver

19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

19.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

19.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

20. Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

21. Entire agreement

21.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

21.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

21.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

23. Law and jurisdiction

Contracts for placing advertisements on our sites and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or

claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

24. VAT

Our VAT number is 104353357. Vat is applied to the fee for using our service.

The right to terminate the booking service

We reserve the right to terminate the booking service for any property owner at any point.