

Agency Terms and Conditions

Please read these Agency Terms and Conditions carefully and all other relevant information brought to your attention before conducting business with West Wales Holiday Cottages Ltd.(company no. 12099176, registered address Llys Deri, Parc Pensarn, Carmarthen, United Kingdom, SA31 2NF, from herein referred to as 'We', 'us' and 'our').

In these Terms and Conditions 'you' and 'your' means the owner of holiday accommodation detailed in the registration document or anyone authorised by you (including anyone who is added or substituted at a later date). 'Guest' means the group, person or persons who have booked your holiday accommodation. Unless the context otherwise requires words in the singular shall include the plural and vice versa.

These Agency Terms and Conditions govern the relationship between yourself and us, and any reservation for the supply of accommodation, property amenities or equipment (together the 'Accommodation') provided by yourself to the Guest. Any booking or business made with us will be subject to these Agency Terms and Conditions and our Privacy Policy. Where there is inconsistency between any existing or supplementary terms and these terms, these terms shall prevail.

These Agency Terms and Conditions becomes binding by both yourself and us upon the execution of this agreement and you agree to be bound by these terms. Execution is achieved once you have signed the registration pack, stating you have read these Agency Terms and Conditions. Where there is inconsistency between any existing or supplementary terms and these terms, these Agency Terms and Conditions shall prevail.

Appointment of Agency

- 1.1 You hereby appoint us as your booking agent to facilitate the bookings made by Guests for your Accommodation on your behalf and we agree to act as such.
- 1.2 As such, you are responsible for providing the Accommodation to the Guest and contract directly with the Guest. A suggested set of Terms and Conditions is available [here](#).

2. Our Contract

- 2.1 We agree to act as your agent and you agree to the following conditions:
 - (a) you acknowledge that you are liable to the Guest for providing the Accommodation booking;
 - (b) you will ensure Terms and Conditions which govern the contract of the Accommodation booking between yourself and the Guest will be made accessible to us so we are able to present to the Guest before any booking can be confirmed;
 - (c) we have no liability in relation to any contract you enter into with the Guest (or any person connected to that Guest) in relation to an Accommodation booking made on our platform; and

- (d) we have no liability for any acts or omissions of any Guest(or any person connected to that Guest) in relation to an Accommodation booking made on our platform.
- 2.2 A one-off, non-refundable registration fee (plus VAT) is payable to be enrolled on one of our plans which enable you to join our platform. This fee:
- (a) will include the cost of professional photography organised by us;
 - (b) is chargeable per Accommodation property and is subject to a sliding scale by the number of Accommodation properties;
 - (c) must be settled prior to any work commencing in relation to the Accommodation; and
 - (d) we reserve the right to change this amount at any time.
- 2.3 The copyright of the professional photography mentioned in 2.2(a) above, will be owned by us thereby disallowing such use of these photographs by yourself in any which way.
- 2.4 Our role as your agent includes and you thereby permit us to:-
- (a) advertise and market your Accommodation;
 - (b) source Guests for your Accommodation;
 - (c) deal with Guest enquiries;
 - (d) make Guest Accommodation bookings;
 - (e) administer Accommodation bookings (both before and after the accommodation has been visited); and
 - (f) carry out and provide general customer care.
- ((a)-(f) together, "Services").
- 2.5 For our Services we charge a commission as per clause 4 below and in accordance with the plan you have chosen. Once a Guest Accommodation booking has been confirmed by us on your behalf, we have provided that Service and any cancellation made by yourself or the Guest does not impact the Service we have provided. Therefore, we are not able to reimburse commission (either to you or to the Guest), and any commission which has not been paid, remains payable by yourself.
- 2.6 Once the Accommodation booking confirmation email is received, all administration and communication with the Guest is your responsibility unless you are enrolled into our Diamond or Diamond Plus plans (please see clause 3 below). It is your responsibility to check your emails regularly and to advise the Guest of any change to your email address.
- 2.7 We reserve the right to enter into the same Agency Terms and Conditions with other Owners at any time.
- 2.8 We reserve the right to remove your Accommodation listing(s)and terminate this agreement in the following scenarios:

- (a) when you are in serious or persistent breach of these terms and conditions and/or your obligations under this agreement and you fail to remedy such breach within seven (7) days of being notified of the breach; or
- (b) when a change in ownership of the property (see clause 13);
- (c) you have made 3 cancellations to Guest Accommodation bookings within a 12 month period; and
- (d) either you or we become insolvent or go into liquidation or bankruptcy.
- (e) you remove all availability to your property, and have no bookable dates

Such right will be exercised immediately, without notice and at any time for reasons listed in

2.8(a) – (e) above.

- 2.9 Any termination pursuant to clause 2.8 above shall be without prejudice to Accommodation bookings or any other rights or claims, which we may have against you.
- 2.10 Should you choose to terminate this contract, you agree that the notice period is 30 days on each side of the termination date.
- 2.11 Should you wish to rejoin West Wales Holiday Cottages, you will be able to do so, free of charge, within 3 months of leaving us. After this time, a rejoining fee may be charged. In both instances, if the photography we hold on file no longer represents the property, a re-commission of the photography fee will be charged.

3 Owner Plans

- 3.1 We offer a choice of 4 plans including:
 - (a) **GOLD PLAN** - The Owner manages all booking administration and pays commission only on dates, which are booked through our platform. Minimum commissions apply; see clause 3.3(a) and 3.3(b); or
 - (b) **DIAMOND PLAN** - An extra level of service for Owners who want us to handle pre-booking enquiries and pre-arrival booking administration on their behalf; we can also apply discounts in accordance with the Owner's general instructions. The Owner manages the property and handles everything from arrival day onwards. Minimum commissions apply, see clause 3.3(a) and 3.3(b); or
 - (c) **GOLD PLUS PLAN** – Please see Gold Plus Plan Addendum below as this, alongside these Agency Terms and Conditions, will be applicable to Owners on this plan; or
 - (d) **DIAMOND PLUS PLAN** - Please see Diamond Plus Plan Addendum below, as this, alongside these Agency Terms and Conditions, will be applicable to Owners on this plan.
- 3.2 You may transfer between any of these 4 plans, one time per 12 month period. In order for us to accept your transferring of a plan, we require a 30 day notice and

notice will come into effect upon receiving your notice in writing. The change will take effect on the 1st day of the following month.

- 3.3 Under these 4 plans, we take a commission for each Accommodation booking made. If the commission falls below our minimum fee, the following minimum commission applies:

- (a) £35 + vat on bookings that are 7 nights or more; or
- (b) £25 + vat on bookings that are 6 nights or less.

4 Commission & Invoicing

- 4.1 We are entitled to remuneration for the service that we provide and the efforts that we make on your behalf. The commission we charge becomes due on receipt of a booking irrespective of the date for which the booking is made.
- 4.2 We are entitled to charge a commission on the total Accommodation booking value excluding the refundable security deposit, where applicable.
- 4.3 If the commission invoice is not settled within 28 days:
 - (a) we will suspend your listing;
 - (b) you will be subject to a £50 fee for the late payment; and
 - (c) such fee will be added to your account and invoiced within the payment schedule of the following month.
- 4.4 An invoice will be provided to you monthly and will include any commission due for bookings made in the previous month. This will also include any additional fees payable.
- 4.5 We must receive payment within 14 days from our issuing of your invoice. Payment is deemed received when our bank has cleared the funds.
- 4.6 The invoice amount cannot be altered without prior written agreement from ourselves.
- 4.7 Invoices must be paid either by:
 - (a) BACS transfer, or
 - (b) card payment.

Please note, part payment or cheques are not an accepted form of payment by us

5 Guest Payments

- 5.1 All Guest payments made are facilitated by us, as your agent, using our payment platform. It is a condition of this contract that you cannot accept payments from any Guest directly.
- 5.2 All monies taken from Guests are held by us as your agent until passed to you or refunded to the Guest as per clause 6.4 below.

- 5.3 For all bookings made on the West Wales Holiday Cottages website, guests will pay a 25% deposit at time of booking. The remainder of the balance is due from the guest 6 weeks before arrival.

6 Cancellation by the Guest

- 6.1 When a Guest makes a cancellation within 24 hours of the booking being made, you will not be charged a cancellation fee or commission for the cancellation, as long as you inform us within the same 24 hour period.
- 6.2 When the Guest makes a cancellation after the 24 hour period stipulated in clause 6.1 above, the cancellation policy as set out in your own Terms and Conditions will apply.
- 6.3 Cancelled bookings will still incur a commission payable to us as per clause 2.5 above. We will endeavour to obtain a replacement booking for which we will not charge a second commission.
- 6.4 When a Guest makes a cancellation, the Guest's refund will be dealt with either by:
- (a) you transferring the monies due to the Guest if Guest monies have been transferred to you by us; or
 - (b) us refunding the Guest if Guest monies have not been transferred to you from us to the original payment method, at the request by you.

in either case stipulated in(a) or (b) above, the refund payable to the Guest will be calculated based on your cancellation policy outlined in your Terms and Conditions. Commission remains payable to us, as per clause 2.5 above.

7 Cancellation by You

- 7.1 If you wish to cancel, you must notify us within 24 hours of the Accommodation booking being made and a £35 + VAT charge will be payable to us.
- 7.2 If we are notified of a cancellation after 24 hours of the booking being made, full commission will be due to us.
- 7.3 When you make a cancellation, the Guest's refund will be dealt with either by:
- (a) you transferring the monies due to the Guest if Guest monies have been transferred to you by us; or
 - (b) us refunding the Guest if Guest monies have not been transferred to you from us to the original payment method, at the request by you.

in either case stipulated in(a) or (b) above, the refund payable to the Guest will be calculated based on your cancellation policy outlined in your Terms and Conditions.

8 Warranties

You agree to provide the following warranties:

- 8.1 To supply the Accommodation at the rates agreed which are inclusive of all taxes and service charges.
- 8.2 To not charge rates for your Accommodation higher than rates for the same Accommodation advertised elsewhere.
- 8.3 To ensure that you act in good faith and with due care and skill in providing to us, accurate descriptions, up to date photography and any associated documentation in relation to your Accommodation which we will display on our website. We shall include any updates on our website within 7 working days of receipt. We have no liability to you or the Guest in relation to this information provided by yourself
- 8.4 To provide the Accommodation in compliance with the descriptions represented by you or on your behalf. When requested to do so, you shall approve any description(s) and/or other wording prepared by or on behalf of us for any purpose whatsoever. Once approved, you agree that all such description(s), photographs and/or other wording are and shall remain correct. We will own the rights to any property description written by us and displayed on our website.
- 8.5 To ensure that at all times during the period of this agreement, the Accommodation will be provided using all due skill, care and diligence and shall conform to all planning, licensing and other requirements as may be imposed by national, local or other laws or regulations for the purpose of their use by Guests and shall at all times during the validity of this agreement comply fully with EEC national and trade laws, regulations and codes of practice, relating to hygiene, fire, the general safety and security of those on the premises or in any way affecting its operation.
- 8.6 In the event of any alteration, suspension, deficiency, failure or other change to the Accommodation of any nature which may adversely affect the enjoyment or quality of Guest's stay ('Deficiency'), you undertake at its own cost to immediately either (a) take all reasonable steps to remedy the Deficiency (b) locate at its own cost, suitable alternative Accommodation which are of least equal standard to the Accommodation in question and which comply with the conditions set out in this agreement.
- 8.7 You agree to maintain your Accommodation properties to a high standard and levels of cleanliness. We reserve the right to terminate and/or remove your Accommodation property if, in our opinion, the Accommodation property is no longer considered suitable for advertising on our platform or booking for the customer.
- 8.8 You will ensure to submit your property availability to us by the end of November of the previous year. If this does not occur, we will assume that this is giving us your 30 day notice and the listing will be removed. If you want to re-join our platform, we reserve the right to charge you a re-joining fee.
- 8.9 You agree to have professional photography of your property. You must upgrade the photographs if we believe necessary. You must continue to update the photography

of the property if changes to the property occur. We reserve the right to remove the property from our platform if we believe the photographs are not representative of the property or are of poor quality.

9 Liability

- 9.1 You will indemnify us for all liabilities reasonably incurred in our performance of our duties on your behalf.
- 9.2 As we act as booking agent for you we cannot accept any liability for:
 - (a) any shortcomings or defects within, outside, with the contents, or other facilities ancillary to the holiday Accommodation;
 - (b) any act, or omission by you or anyone acting on your behalf; and
 - (c) loss or damage arising from their or your breach of contract, negligence or misrepresentation.
- 9.3 We do not exclude liability for death or personal injury which arises as a result of our negligence or that of our employees whilst in the course of their employment.
- 9.4 You, your employees, agents and sub-contractors accept liability and agree fully to indemnify us in respect of all losses, damages, liabilities, expenses and demands of whatever nature (including without limitation any professional fees incurred by us and any compensation payments, credit card chargeback sums, refunds or credits to any Guest(s)) which we may suffer or incur directly or indirectly as a result of (a) any breach by you of any term or condition of this Agreement; and/or (b) the death, injury or illness (including fatality) of any person for whom we may be responsible or for which we may have any liability and which is caused by or arises out of any wrongful or negligent act or omission of, or any breach of this Agreement by, you, your employees, agents or sub-contractors; provided that you shall not be liable in respect of anything arising directly as a result of our sole fault. You will also indemnify us on the same terms in relation to any credit card chargeback losses we incur irrespective of any breach by you of this Agreement, or any fault on your part. This indemnity shall survive and remain in full force and effect after the termination (for whatever reason) or expiry of this Agreement.

10 Insurance

- 10.1 You will ensure that you have in force at all times during the period of this agreement an insurance policy which will provide cover in the event of any Guest suffering death, personal injury or loss of whatever nature, such cover to be effective where the death, personal injury or loss is caused by the negligent acts or omissions of you, your employees, servants or agents or suppliers. You further agree to provide, upon request, proof of such insurance cover.

11 Online payments service

- 11.1 West Wales Holiday Cottages Ltd provide a payment facility, enabling a Guest to make payment to you via us using a credit card or debit card. We may change or withdraw such facility at any time at our sole discretion. Where a Guest's payment by

credit or debit card is taken on your behalf, you agree to pay our fee for that service within 14 days of receipt of our invoice.

- 11.2 Although we provide the facility to enable such payments, we are not responsible for the payment solutions themselves and no processing of payments on your behalf will make us a party to the contract between you and the Guest.

12 Damage to Accommodation and contents

- 12.1 All costs arising from damage or loss caused by Guests will be charged directly to the Guests concerned by you. We cannot be held liable to costs of this nature.

13 Accommodation/Properties for sale

- 13.1 You must tell us if your property is placed on the market for sale.
- 13.2 When we are informed or discover your property is being placed on the market for sale, we may continue to advertise your property(ies) on a rolling 8 week basis, from when you inform us and any bookings during this period is to be honoured.
- 13.3 Once you have notified us of a sale, we will remove the listing from our website and clauses 2.9 and 2.10 will be triggered.
- 13.4 You remain liable to, and in contract with, each customer who has a confirmed booking with you. As a reminder, such liabilities may include:
- (a) communicating to your customers, before the sale of your property is complete, about the sale and change of ownership to your property;
 - (b) ensuring the proper facilitation of all monies due or owed between the customer, us or the new owner. We are not liable for outstanding payments you may owe or be due; and
 - (c) using your best endeavours in making the process of the sale and communication with our customers, ourselves or new owner(s) as streamlined, transparent and efficient as possible.

14 Protecting Personal Information

- 14.1 We share Guest personal data with you so you can handle their enquiries and bookings. Such personal data is shared with you for this purpose only.
- 14.2 Both Parties agree to abide by the relevant data laws applicable to the contract, including the Data Protection Act 2018. This includes:
- (a) storing it securely;
 - (b) not sharing it; and
 - (c) not using it for any other purpose (including, but not limited to, marketing).
- 14.3 We share your personal data with Guests who book your property.
- 14.4 For further information as to what data we collect and how we deal with Guest data and your data, please refer to our [Privacy Policy](#).

15 Law and Jurisdiction

This Agreement and all matters arising out of it shall be construed and governed according to English law. The parties agree that any dispute(s) they may have will be exclusively dealt with by the Courts of England and Wales.