

Owner –Agent Agreement; Terms and Conditions.

1. This Agreement is between

You (the accommodation **Owner**) and

Safe Ventures Ltd (t/as Safe Ventures, Getaway Villas, Getaway-Villas.co.uk, Villa-Getaways.com) Registered in England & Wales, Registration No4773778 Address: 1 St Chad's Drive Leeds, Leeds, LS6 3PZ.

Whereas:-

The Owner hereby appoints Safe Ventures as their non-exclusive Booking Agent to:

provide a facility through which the Owner can offer accommodation for holiday letting to Customers via Safe Ventures' website(s) and other promotional outlets. This facility shall enable the owner to offer accommodation for letting, and for Safe Ventures to accept, confirm, amend, and cancel bookings and to receive and confirm payments, notice of cancellations and amendments from Customers and to hold rental payments and security deposits and offer refunds on the Owner's behalf.

Interpretation

2. The following expressions shall have the following meanings unless the context otherwise requires:-

- The word "Owner or You" shall include joint owners and any person acting with the written authority of the Owner or part Owners of a property, giving instructions to let.
- The word "Agent(s)" identifies Safe Ventures Ltd as Booking Agent.
- The words "we, our, us" refer to Safe Ventures Ltd
- The phrase "Other Agents" refers to other third parties used by the Owner to carry out tasks relating either to the accommodation and/or its letting
- The word "Hirer , Renter, or Customer" signifies the person or persons hiring/renting the Accommodation from the Owner.
- The word "Schedule" refers to the document entitled "Schedule of Services, Fees and Rental Pricing"
- The phrase "Rental Agreement" refers to the document entitled "Rental Agreement between Owner and Customer; Terms and Conditions"
- The phrase "cleared funds" refers to the total amount collected by Safe Ventures from the Hirer as part of the Rental Agreement and after all obligations arising from the agreement have been discharged –typically after the security deposit refund (or cancellation refund).

3. This Agreement shall be construed according to and governed by the law of England and the parties hereby submit to the jurisdiction of the courts of the same country.

4. The headings in this Agreement are for reference purposes only and do not form part of the Agreement. They shall not affect the interpretation of this Agreement and are not deemed to be an indication of the meaning of the clause to which they relate.

Declaration as to correctness of the accommodation particulars:-

5. The Owner hereby declares that to the best of his/her knowledge and belief the Accommodation particulars supplied to the Agent are correct.

6. The owner further undertakes to frequently and periodically review the accommodation information used by the Agent in their promotional materials/activities, and to immediately inform the agent when such information is incorrect and/or needs updating.

7. The Owner declares and agrees to indemnify the Agent should any of the information given, prove to be incorrect in the event of any claim that is proven by the Renter.

Accommodation

8. You agree and confirm the following:-

(1) the Accommodation will be provided with all due skill, care and diligence and that all persons provided or used by you (whether or not employed by you) in connection with the provision of the Accommodation will be appropriately qualified, experienced and capable of competently performing the work or jobs for which they are provided.

(2) the Accommodation will at all times remain of a good and clean standard, in full working order and safe for occupation and use. Unless otherwise agreed, you will be responsible during each contracted let for arranging all cleaning, laundry and welcome pack requirements and any other services specified in the promotional information.

(3) the Accommodation complies and will at all times comply in full with all applicable national, local, trade and other laws, regulations and codes of practice (including EU legislation where applicable) relating to hygiene, fire, safety and other standards for those using the Accommodation and that you have and will at all times maintain in force the appropriate current certificates confirming such compliance.

(4) You hold and will at all times maintain all necessary licences, consents and permissions required by applicable national and/or local law in relation to the Accommodation.

(5) You confirm that you own the Accommodation and/or have full and unrestricted power to enter into this Agreement.

Handling of Customer payments and Agency fees:-

9. Safe Ventures shall:-

at all times throughout the duration of this Agreement maintain an account with a reputable UK banking organisation into which to deposit all payments received from Customers as soon as reasonably possible after receipt.

10. The Owner acknowledges that all monies held in the account are to be held on express trust by Safe Ventures for any and all Customers until the Customer(s) concerned has concluded his/her stay at the Accommodation.

11. On completion of the Customer's stay the Owner will instruct the Agent as to the amount of security deposit that should be refunded to the Customer. Where this amount is less than 100%, any deductions must be supported by a statement and (evidence where appropriate) from the Owner to the Customer (via Safe Ventures).

12. Cleared funds will be transferred to the Owner after deduction of the fees for Safe Ventures (specified in the Schedule) on the dates specified in the Schedule. Payments on these dates will be accompanied by a financial statement.

13. Cleared funds can be transferred to the owner by cheque or bank transfers or by any other method agreed by the parties. Any bank charges or other costs in effecting the transfer will be deducted from the transferred amount.

14. Cleared funds minus fees for Safe Ventures can be transferred to the owner at any time, on request and with the deduction of an additional fee as specified in the Schedule.

The consequence of booking cancellations

15. In the event of cancellation by either party (Owner or Customer) for whatever reason Safe Ventures shall still be entitled to charge its commission.

16. If a Customer cancels a confirmed booking Safe Ventures shall deduct the commission from any monies that have been paid to Safe Ventures by Customers before transferring any monies due, for example by way of cancellation charge as specified in the Rental Agreement to you. Safe Ventures will then refund any monies due (if applicable) to the Customer. The amount of commission charged will be the rate as set in the Schedule except that this shall be as a percentage of the amount collected from customers and not on the total booking value (if different).

17. If you cancel a confirmed booking you will remain liable in full for the commission Safe Ventures was due to earn from that booking. The commission amount will be noted as sums owing to Safe Ventures on your account and Safe Ventures will be entitled to deduct these or any other charges from the next payment due to you from Safe Ventures, or if there are no further payments to be made within a period of 2 months from the date the sums were noted on your account as described in this clause, Safe Ventures shall invoice you for this amount.

Refunds

18. If Safe Ventures is obliged to refund your Customers by a credit card **charge back** or for any other reason and customers' monies have been remitted to you by Safe Ventures, you shall promptly refund to Safe Ventures any monies due, or if Customers monies remain in the Account, you shall promptly notify Safe Ventures of any refunds to be made to Customers. On receipt of such monies/notification Safe Ventures shall refund to the Customer(s) concerned all monies due in full. In all other cases, you shall promptly refund all monies due to Customers for whatever reason direct to the Customers.

Accommodation and Booking details

19. You agree and confirm the following:

(1) you are solely responsible for the accuracy, legality, currency and compliance of any and all information (including written and pictorial descriptions) used by Safe Ventures and will be solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein.

(2) if you offer the Accommodation for let through any other medium other than through the Safe Ventures (for example yourself directly to members of the public, or through persons and/or companies other than Safe Ventures and/or any publications or other electronic means) you will regularly update the dates on which the Accommodation is shown as available for let on the Safe Ventures website. Safe Ventures accepts no liability whatsoever for any claims, losses, or damages (direct or indirect) suffered by any customers or you arising out of inaccurate availability dates except where this is due to the proven fault of Safe Ventures.

(3) you shall respond promptly and efficiently to any queries from Customers regarding the Accommodation and/or any booking whether received before or after bookings have been confirmed.

(4) you shall notify all and any Customers promptly of any alterations or amendments to Accommodation details both before and after bookings have been confirmed.

(5) you shall notify all Customers affected promptly if you have to cancel a booking.

(6) you shall promptly and sympathetically deal with any complaints received from Customers whether passed onto you by Safe Ventures or received directly from Customers and respond to the same directly to the Customer(s) concerned within a reasonable time limit.

Amendments and Cancellations

20. You hereby acknowledge the following:-

(1) For all bookings where the balance has already been paid by credit card or debit card to Safe Ventures, all requests by Customers for amendments which result in a higher or lower price becoming due for the Accommodation will be treated as a cancellation and Safe Ventures shall refund in full all monies already paid to the Customer.

(2) Safe Ventures will calculate the applicable cancellation charge as set by you in the system and return all monies paid by the Customer by credit/debit card less the applicable cancellation charges to the customer's credit card

(3) Safe Ventures accepts no responsibility whatsoever neither for the non-payment of any balances by Customers nor for the collection of cancellation charges which exceed the total amount of monies already received from Customers.

(4). In the event that you cancel a booking, Safe Ventures shall be entitled (but not obliged) to assist the Customer in finding an alternative property. You also acknowledge that [except as otherwise set out in this Agreement] you shall accept full responsibility for all losses, claims and expenses incurred or suffered by a Customer arising out of your cancellation or effective cancellation of the booking and that Safe Ventures shall have no responsibility or liability to the Customer for such cancellation whatsoever. For the avoidance of doubt in the event of a cancellation of a booking by you, the indemnity set out in clauses 22 and 23 shall apply in full.

Liability

21. You hereby acknowledge and agree the following:

(1) all Customers who make a booking for the Accommodation shall have a direct contract with you and you shall accept liability for that contract as principal.

(2) Safe Ventures shall not be liable to you or any Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement and/or the Website, its use, application, support or otherwise damage or corruption to other software or data or for loss of profit, business, revenue or goodwill except to the extent to which it is unlawful to exclude such liability.

(3) Safe Ventures does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Safe Ventures its employees, agents or authorized representatives.

Indemnity

22. You agree to indemnify Safe Ventures for the full amount of all claims, liabilities, demands, damages, expenses, losses, refunds, fines, costs (including legal costs) and all other sums of whatever nature which Safe Ventures incurs, suffers or becomes responsible for as a result, directly or indirectly, of any breach of this Agreement and/or any other agreement between the parties by you and/or any act(s) and/or default(s) of yours and/or any person(s) provided or used (directly or indirectly) by you (including your employees, agents, suppliers and sub-contractors). This indemnity shall survive and remain in full force and effect after the termination (for any reason) or expiry of this Agreement.

23. Without prejudice to the above you also agree to indemnify and keep indemnified Safe Ventures (including its directors, officers, employees and agents) from and against any and all liability, damages, losses, claims (including reasonable legal fees) resulting in any way from your use of and from any information posted on or through the Website (including to any Customers).

Insurance

24. You shall at all times maintain (at your own cost) a comprehensive insurance policy or policies to cover:-

(1) all risks relating to and/or arising out of the performance of this Agreement normally covered by insurance including (by way of example and not by way of limitation) destruction or damage of the Accommodation by any cause and all third party risks including cover for death, personal injury and illness.

(2) the full amount of all sums which may become payable under clauses 21, 22 and 23.

Termination

25. This Agreement shall continue in force indefinitely, but may be terminated:-

(1) Forthwith by Safe Ventures giving written notice (including by email) with immediate effect on you breaching this Agreement or any other agreement between the parties and failing to remedy the said breach within 7 days (or such longer period as Safe Ventures may agree in writing) of being required to do so in writing by Safe Ventures.

(2) on giving you 28 days notice in writing with effect from the expiry of the said notice.

(3) Immediately by Safe Ventures giving written notice to you on the happening of any of the following:-

(a) On an order being made or an effective resolution being passed for the administration or the winding up of you other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or on you entering into a binding legal arrangement to pay its creditors less than the full amount due to them.

(b) On you becoming bankrupt or insolvent or having a receiving order made against it.

(c) On you suspending, ceasing or threatening to suspend or cease to carry on your business other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or being unable to pay your debts as they fall due or on the appointment of an administrative or other receiver.

26. Save as set out in clause 27 termination of this Agreement shall not prejudice the rights of either party in existence prior to the effective date of termination.

Consequences of Termination.

27. In the event of termination by Safe Ventures in accordance with clause 25 Safe Ventures shall be entitled to refuse to advertise on and/or remove from the Website and/or refuse to accept payments for any and all Accommodation. In such cases Safe Ventures shall remit all monies received from a Customer for the Accommodation where the Customer has not yet stayed

at the Accommodation to the Customer. You agree that you will then be responsible for obtaining all monies due for the Accommodation direct from the Customer. Safe Ventures shall have no further liability towards you.

28. In the event of termination for any other reason (e.g. Owner no longer agrees with (changed) fee structure) then both parties agree to fulfill any obligations to each other as defined by the current agreement and towards the Customer (as defined by the Customer-Owner Rental Agreement) for all pre-existing customer bookings until such customers have all completed their stay.

Customer details.

29. You also confirm that, in relation to any personal or other details relating to customers and enquirers, (whether potential, present or past), in your possession, you shall at all times, including all times after the termination of this Agreement, process such data in compliance with the obligations of a Data Controller under the Data Protection Act 1998 and any amendments thereto. Furthermore, you shall at all times including all times after the termination of this Agreement, not send any marketing or promotional material or communications to individuals whose personal or other contact details you hold except in accordance with all applicable legislation in force at the relevant time (including but not limited to the Privacy and Electronic Communications Regulations 2003 and all amendments thereto)

Notices

30. Any notice(s) given pursuant to this Agreement must be so given in writing (including by email) and/or sent by facsimile or pre paid first class Recorded Delivery post or delivered by hand to the other party's registered or principal office. If sent by facsimile or hand delivered the notice(s) shall be deemed served at the moment of delivery. If sent by post it shall be deemed served 48 hours from the time of posting.

Severability

31. If any provision of this Agreement is held to be invalid or void for any purpose, it shall for that purpose be deemed to be omitted from this Agreement. Such omission shall not affect or prejudice the validity, effectiveness or enforceability of the rest of the provisions of this Agreement.

Waiver

32. In the event of any breach of this Agreement, the rights of the party not in default shall not be prejudiced or restricted by any indulgence or forbearance extended to the party in default and no waiver of any breach operates as a waiver of any subsequent breach.

Modification

33. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice by email to you (if available) and by placing the updated document(s) on our website(s). Modifications may include, for example, corrections to mistakes, changes in procedures or changes in the legal clauses reflecting changes in relevant legislation. Any changes in the Schedule terms will be notified to you. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

Disputes

34. In the event of a dispute between a Customer and You being notified to Safe Ventures by either party, Safe Ventures shall be entitled in its discretion to withhold all and/or any monies due to You whether relating to that particular booking or otherwise until such times as the dispute has been settled and both You and the Customer have acknowledged settlement in writing to Safe Ventures. In the event of Safe Ventures having to refund monies to a Customer of yours due to a credit card chargeback whilst a dispute is ongoing, You agree that Safe Ventures shall be entitled to refund such monies as are charged back using the monies Safe Ventures are holding on your behalf for the booking in question and shall have no further liability to you whatsoever. You agree that if you wish to recoup any monies you feel you are entitled to from the Customer to whom Safe Ventures has refunded any monies, you shall pursue the Customer direct for these, and not Safe Ventures.

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