

GENERAL TERMS AND CONDITIONS - Hospitality-Xperts - VillasnHomes - Terms & Conditions



Villas n Homes

Your Choice For Vacation Rentals

Terms & Conditions

Last updated: June 2019

1. Introduction

- a. The www.villasnhomes.com website, and any mobile application for the website (the "**Site**") is owned and operated by Hospitality-Xperts LLP and its commercial title is Hospitality-Xperts, Enstar House, 163-173 Praed str.,Paddington W2 1RH London, U.K ("**www.villasnhomes.com**", "**we**", "**us**" or "**our**"). Villas n Homes is a Brand Name of Hospitality-Xperts LLP. under the commercial title Hospitality-Xperts.
- b. These terms and conditions (the "**Owner Ts&Cs**") together with the Privacy Policy, govern the relationship between www.villasnhomes.com and any party which accesses or uses the Site to offer or advertise any property for rent, including property owners, lessees and property managers, (collectively, "**Owners**" or "**Accommodation**" or "**you**").
- c. **The Owner Ts&Cs constitute a legally binding agreement between www.villasnhomes.com and the Owner. By using or accessing the Site or www.villasnhomes.com platforms or systems in the capacity of an Owner, you acknowledge that you agree to and are subject to the Owner Ts&Cs as well as our Privacy Policy. If you do not fully agree to the Owner Ts&Cs, you are not authorized to access or otherwise use the Site.**
- d. If the Owner is a company, partnership or other entity, a person who uses this site, and/or agrees to the Owner Ts&Cs, on behalf of that Owner represents that he/she has the authority to bind the entity to these Owner Ts&Cs.
- e. "We" do not authorize anyone to register with this site unless they are able to enter into legally binding contracts.
- f. "We" may revise these Owner Ts&Cs at any time by posting an updated version to this Web page. You should visit this page periodically to view the most current Owner Ts&Cs because they are binding on you.
Owners who violate the Owner Ts&Cs may have their access and use of the Site suspended and their Property Listings removed from the Site, at www.villasnhomes.com discretion.

2 The Site is a Venue only

- a. This site is a venue which allows Owners to advertise one or more holiday rental properties (each a "**Property**") for rent in a variety of pricing formats to potential tenants (each, a "**Traveler**" and, collectively with an Owner the '**users**'). We may also offer online booking or other tools or services to allow Owners and Travelers to communicate with each other and to enter into rental agreements or other transactions.
- b. The Site provides a venue for users to interact, and www.villasnhomes.com is not, and does not become, party to any contractual relationship between the Traveler and the Owner, and does not mediate between the Traveler and the Owner in the event of any dispute arising between them. This is true even if the Site facilitates booking a Property or the use of other tools, services or products, as www.villasnhomes.com is not a party to any rental or other agreement between Travelers and Owners.

3. Using the service

- a. Upon registration, an Owner is given a user profile in which the data he contributes is recorded and in which all the Property rentals offered by that Owner are specified (the "Dashboard").
- b. The Dashboard provides various functions which are intended to assist Owners to manage their Properties through the site; these functions, and the Dashboard itself, are made available on an "as is" basis, and "www.villasnhomes.com" does not undertake that the Dashboard or its functions will be complete or error-free.

4. Accommodation Information

- a. Information provided by the Accommodation for inclusion on the Platforms shall include information relating to the Accommodation (including pictures, photos and descriptions), its amenities and services and the rooms available for reservation, details of the rates (including all applicable taxes, levies, surcharges and fees) and availability, cancellation and no-show policies and other policies and restrictions (the "Accommodation Information") and shall comply with formats and standards provided by.

The Accommodation Information shall not contain any telephone or fax numbers or email (including skype) address or social media website/app/platform (including twitter and Facebook), with direct references to the Accommodation or its websites, apps, platform, tools or other devices, or to websites, apps, platform, tools or other devices of third parties. www.villasnhomes.com reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

- b. The Accommodation represents and covenants that the Accommodation Information shall at all times be true, accurate and not misleading. The Accommodation is at all times responsible for a correct and up-to-date statement of the Accommodation Information, including additional availability of rooms for certain periods or any extraordinary (material adverse) events or situations (e.g. renovation or construction at or near the facility).

The Accommodation shall update the Accommodation Information on a daily basis (or such more frequent basis as may be required) and may –at any time– change via the Extranet

- (i) The rate of its available rooms bookable, and
- (ii) The number or type of available rooms.

- c. The information provided by the Accommodation for the Platforms shall remain the exclusive property of the Accommodation. Information provided by the Accommodation may be edited or modified by www.villasnhomes.com and subsequently be translated into other languages, whereas the translations remain the exclusive property of www.villasnhomes.com.

The edited and translated content shall be for the exclusive use by www.villasnhomes.com on the Platforms and shall not be used (in any way or form) by the Accommodation for any other distribution or sales channel or purposes. Changes to or updates of the descriptive information of the Accommodation are not allowed unless prior written approval has been obtained from www.villasnhomes.com

- d. Unless www.villasnhomes.com agrees otherwise, all changes, updates and/or amendments of the Accommodation Information (including rates, availability, and rooms) shall be communicated to www.villasnhomes.com in order to process any changes in to the website. Updates and changes in respect of pictures, photos **and descriptions will be as soon as reasonably possible send to www.villasnhomes.com in order any such change to take place.**

5. Property Listings

Owners can agree with www.villasnhomes.com to place on the Site a paid-for advertisement, (provided that such a service is available), for a specific Property (each, a "Listing") and pay by Annual Subscription or by Pay-per-Booking.

a. Annual Subscription

1. To purchase an Annual Subscription Listing (if or when available), the Owner must make an order by means of the Site's online order form and pay "**Us**" the fees for the relevant Listing ("**Listing Fees**"). The price of an Annual Subscription will be specified on the list of current rates on the Site and will vary depending on the type of subscription level chosen by the Owner. By submitting an order form the Owner warrants that all of the information they have provided to "**Us**" is accurate and complies with the **Owner Ts&Cs**.
2. Listings sold by "**Us**" **run for the full term** as selected by the Owner on the relevant order form. That term starts on the date that the Owner submits the full or initial (as applicable) payment of Listing Fees (the "Purchase Date") and expires on the last date of the term selected by the Owner (the "Listing Term"), unless renewed as provided in sub-paragraph below. For example, if the Purchase Date for an annual Listing Term is August 1st, the Listing would expire on July 31st of the following year (unless renewed as provided below).
3. Note that all Listings paid for with a credit card will have their Listing Term automatically and continuously renewed for the same duration as the initial Listing Term (or by twelve months, if the initial Listing Term was more than twelve months) (each a "Renewed Listing Term").

Special discounts granted for the initial Listing Term are not granted for a Renewed Listing Term.

The automatic extension of a Listing Term can be deactivated at any time before the end of the initial Listing Term or the then-current Renewed Listing Term by means of the "deactivate automatic extension" link or by notifying "**Us**" through the contact form. To avoid doubt, any such deactivation will only take effect at the end of the initial Listing Term or Renewed Listing Term in which the deactivation occurs.

4. Payments to "**Us**" can be made by direct debit, bank transfer, credit card payment or any other method authorized in advance by "**Us**". The pre-notification period for any SEPA direct debit payment is shortened to 1 day.

All banking and other fees relating to a payment shall be borne by the Owner.

5. If an Owner purchases a Listing, when such service is available, but does not complete the creation of the Listing or the Listing does not appear on the site for any other reason, refund requests for Listing Fees will be considered by "**Us**", but are only available if applied for by the Owner by contacting "**Us**" through the contact form during the first three (3) months following the relevant Purchase Date (the "Initial 3 Months"), and on the condition that:
 1. The relevant Listing has not appeared on the site during the Initial 3 Months; and
 2. The failure of the Listing to appear on the site during the Initial 3 Months does not result from the Owner failing to take such steps as "**Us**" may require in relation to the completion of the Listing.

6. If no such refund is applied for or granted, but the relevant Listing is completed and appears on the site after the end of the Initial 3 Months, "Us" may in its discretion permit the Listing Term to continue until fifteen (15) months after the Purchase Date for that Listing.
7. Listing Fees (meaning a number of properties for a full term), if such service is available, are non-refundable in the event that the Owner terminates the Agreement or wishes to remove a Listing before the end of the Term of subscription chosen initially.
8. "We" reserve the right to decline to place any Listing that appears, in "www.villasnhomes.com" discretion, to be capable of infringing, or be associated with the infringement of, any provision of these **Owner Ts & Cs**.

b. Listing Details and Services

1. "www.villasnhomes.com" has implemented the Google Translate service on the site. Owners can use this service free of charge to have their Listings translated. The Owner acknowledges and accepts that this is a static machine translation system which frequently makes mistakes. After translation, the Owner must review the translation, and correct all inaccuracies in it. "www.villasnhomes.com" does not have any responsibility for the accuracy or otherwise of the Google Translate service. The Owner accepts that Google Translate is provided under Google's terms and conditions of service and the Owner should review those terms before using Google Translate.
2. "www.villasnhomes.com" offers the possibility to link Listings to Google Maps. In order to do so, the Owner must confirm that the address indicated for the relevant Listing is correct on the Owner's dashboard, and must separately agree to Google's relevant terms and conditions.

The Owner accepts that Google Maps is provided under Google's terms and conditions and "www.villasnhomes.com" will not be responsible for the functioning, accuracy or otherwise of Google Maps.

The Owner acknowledges and accepts that the Google Maps' service is not error free and the Owner will ensure that the correct location of the Property is shown by Google Maps when using this service.

3. "www.villasnhomes.com" also uses Google Analytics to gather statistics on site usage. There are more details in the Privacy Policy and Cookie Notice 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.

Owner accepts that "www.villasnhomes.com" has no control over Google's data collection.

4. If the Owner has its own website upon which properties or property units available for rental appear (an "Owner Website"), the Owner may place links from each Listing to the Owner Website, on condition that at all times Properties available through Listings on the site represent at least 50% of the total number of properties/property

units available for rental on or through, including by means of advertising placed on or sites directly or indirectly linked to, the Owner Website. If “ www.villasnhomes.com ” finds that the requirements of this sub-Clause have been breached, “ www.villasnhomes.com ” will be entitled to remove any link or reference to an Owner Website from each Listing immediately, and notify the Owner by email that this has been done.

c. Appearance in Search Results

1. “ www.villasnhomes.com ” cannot guarantee that your listing will appear in any specific order in search results on a Site. Search order will fluctuate based on a variety of factors, as they become available, such as search parameters, subscription level purchased, listing quality, how frequently a calendar is updated, and other factors that “ www.villasnhomes.com ” may deem important to the user experience from time to time. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular traveler. “ www.villasnhomes.com ” reserves the right to apply various search algorithms or to use methods to optimize results for particular travelers' experiences and the overall marketplace.

Listings placed on a non-subscription basis, such as pay-per-booking, may not always appear in search results in any particular subscription level or at all. Listings distributed on third party sites are not guaranteed to display on such third party site in any particular order or at all. Search results and sort order may appear different on “ www.villasnhomes.com ” mobile application than they appear on the Site. To optimize the search experience for both members and travelers, “ www.villasnhomes.com ” retains the right to run occasional tests that will be limited in duration but may alter how we display search results and subscription levels.

6. Property Managers

- a. Owners who have listings offering more than 10 Properties (known as “Property Managers”) will be required to agree to additional agreement. These terms can be applied for by contacting “ www.villasnhomes.com ”

Listings of Property Managers could be named with a special name of description, besides the property name, on the site's Property search results.

7. Additional Paid Services

- a. “ www.villasnhomes.com ” intends to make available, and may from time to time add to or remove, additional paid-for-services that Owners decide to take (“Additional Paid Services”). The Additional Paid Services could include:
 - b. The “Multi Unit Listing” service, which enables an Owner of a particular Property with multiple rental units to advertise them.

All such units must be at the same address, and part of the same living unit.

- c. www.villasnhomes.com could run various offers for individual countries or in packages for certain countries e.g. in Europe (European bundle), UK (UK bundle) or worldwide (Global bundle) from time to time in order to boost its business. .
- d. If an Owner subscribes to the "Featured Listing" service, the Property photo linked to the full Property details page of the Listing will additionally be shown in the rotation list above the search results. Note that the regularity with which a Featured Listing appears depends upon the number of other property Listings that have bought this additional service; the greater the number of such Listings, the lesser the regularity of their appearance.
- e. Instead of translation through Google Translate, "www.villasnhomes.com" could also decide to provide the possibility of having the Listing translated by a professional translation agency.
- f. More information about Additional Paid Services can be found on Site.
Each Additional Paid Service may be subject to additional terms and conditions which will be available to the Owner at the time when the Owner agrees to take the relevant Additional Paid Service.

8. Term, Termination and Suspension

- a. Unless agreed otherwise, this Agreement shall commence on the date hereof for one year period of time renewed automatically for the following year.
- b. Each Party, after the initial period of a full year, may terminate this Agreement at any time and for any reason, by written notice issued prior to the agreement's expiration to the other Party with due observance of a notice period of 14 days.
- c. Each Party may terminate this Agreement (and close the Accommodation on the Platforms) or suspend this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:
- d. A material breach by the other Party of any term of this Agreement (e.g. delay of payment, insolvency, breach of Rates and Conditions Parity, the provision of wrong information or receipt of a significant number of Guest complaints); or
- e. Filing or submission of request for bankruptcy or suspension of payment (or similar action or event) in respect of the other Party.
- f. Any notice or communication by www.villasnhomes.com of "closure" ("close", "closed") of the Accommodation on the website (or similar wording) shall mean termination of the Agreement. After termination, suspension or closure, the Accommodation shall honor outstanding reservations for Guests and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of this Agreement.
- g. Entitle www.villasnhomes.com to immediately terminate (close) or suspend the Agreement (without a notice of default):
 - 1. The Accommodation fails to pay Commissions on or before the due date;
 - 2. The Accommodation posts incorrect or misleading Accommodation Information on the Extranet;
 - 3. The Accommodation fails to maintain Information resulting in over- bookings at the Accommodation; Overbooking will always result in penalties imposed by OTAs which will have to be paid by the owner/manager at all times.
 - 4. The Accommodation fails to accept a reservation at the price shown on a reservation; As result a cancelation will be inevitable and again a penalty ill be imposed for any cancelation made from the owner/manager.

5. The Accommodation overcharges one or more guests;
6. The Accommodation charges a guest's credit card prior to arrival of the guest without an express agreement from the guest (a guest provides express agreement if they select a non-refundable or an advance purchase room type);
7. www.villasnhomes.com receives one or more legitimate and serious complaint(s) from one or more guest(s) who made reservations with the Accommodation;
8. Misuse of the Guest review process by any behavior that results in a review appearing on the Platforms that is not an honest expression of a real stay by a real guest at the Accommodation;
9. Inappropriate, unlawful or unprofessional behavior towards guests or www.villasnhomes.com staff; or
10. Any (alleged) safety, privacy or health issues or problems in respect of the Accommodation or its facilities (the Accommodation shall at its own costs and upon first request of www.villasnhomes.com deliver the relevant permits, licenses, certificates or such statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety and health) laws and legislation).
11. Listings or other content associated with an Owner contain any material that infringes the Content Guidelines, the law, applicable regulations or the rights of any person or entity;
12. An Owner has submitted unsuitable material to, or misused, the site;
13. An Owner's listing or rental practices are unacceptable or unfair (for example, and without limitation, if an Owner double-books a Property for multiple travelers on the same date, or engages in any practice that would be considered unfair or improper within the holiday rental industry);
14. The Owner is in material breach of these **Owner Ts&Cs** (which shall include, for the avoidance of doubt, 'Rights and obligations of the Owner' or 'Prohibitions') any other obligations owed to "www.villasnhomes.com", Affiliate or Traveler;
15. An Owner has been abusive or offensive to any employee or representative of "www.villasnhomes.com";
16. An Owner uses a false identity;
17. "www.villasnhomes.com" systems or communications platforms have been otherwise misused; or
18. Anything similar to the foregoing has occurred in relation to any of "www.villasnhomes.com" Affiliates,
 - h. Then "www.villasnhomes.com" shall be entitled to, at its sole discretion, (i) suspend, (ii) down-tier, or (iii) terminate either (a) any affected Listings, or (b) all Listings associated with that Owner (including, for the avoidance of doubt, any Additional Paid Services relating to those Listings) immediately and without refund of Listing Fees or any other fees or charges paid by the Owner, and payment of any penalties imposed.
 - i. Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate in respect of the terminating Party and cease to have effect without prejudice to other Party's rights and remedies in respect of an indemnification or a breach by the other (terminating) Party of this Agreement.

9. Commission

- a. For each reservation made on the Platforms by a Guest, the Accommodation shall pay www.villasnhomes.com a commission (the "Commission") calculated in accordance with respective paragraphs of the agreement.
- b. The aggregate Commission per reservation is equal to the multiple of (i) the number of nights stayed at the Accommodation by the Guest, (ii) the booked rate per room per night (including VAT, sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes or levies (the "**Taxes**")). It does not include extra charges like, cleaning, transfers or other additional extras that are not part of the room rental accommodation such other extra's, fees and surcharges (such as breakfasts, meals (half-board or full-board), late check outs/early check in fees, extra person charges, resort fees, roll-away beds, theatre tickets, service fees, etc.), (iii) the number of booked rooms by the Guest, and (iv) the relevant Commission percentage set out in the Agreement (plus VAT/taxes (if applicable)).
For the avoidance of doubt, in the event of payment of the room price by the Guest to the Accommodation www.villasnhomes.com shall calculate the Commission in the event of no-show or cancellation, in all other events Commission will be charged in the event of overbooking or a no-show (unless the Accommodation has notified www.villasnhomes.com of the relevant no-show within 2 business days after the scheduled date of check out of the Guest) or a charged cancellation (cancellation in violation of the free cancellation policy of the Accommodation) and shall be calculated in accordance with the confirmed booking.
- c. Unless agreed otherwise in the Agreement, the rate shown to Guests on the Platforms shall be inclusive of VAT, sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies (to the extent that such other taxes, fees and levies can be reasonably calculated upfront without further information), unless stated otherwise.
- d. In the event that pursuant to (amendment or entering into force of) the applicable law, rules and legislation applicable to the Accommodation, the rates must be shown to Guests inclusive of VAT, sales tax and all such other (national, governmental, provincial, state, municipal or local) taxes, fees or levies, the Accommodation shall adjust the rates through the Extranet as soon as possible, but in any event within 5 business days after (i) amendment or entering into force of the relevant law, rules and legislation in this respect applicable to such Accommodation, or (ii) notification thereof by www.villasnhomes.com .
- e. The Extranet shows details of all reservations made at the Accommodation through the Platforms and the corresponding Commission.
On the 1st day of each month, an online reservation statement (the "Online Reservation Statement") is available on the Extranet showing the reservations of all Guests whose date of departure fell in the previous month, (provided that such a system is available), otherwise this will be prepared manually.
- f. Online booking and payments are required for all pay-per-booking Listings.
Owner further commits to manage communications enquiries and booking payments through " www.villasnhomes.com " platform and tools.
Use of external tools and payments not processed through " www.villasnhomes.com " platform is strictly forbidden.

- g. Processing of the amounts paid by the Travelers, less “ www.villasnhomes.com ” commission, is managed by “ www.villasnhomes.com ” third party provider and processed 24 hours after check-in date as originally booked by the Traveler. Owner acknowledges and accepts that “ www.villasnhomes.com ” has no involvement in the payment process and shall have no responsibility with regards to the correct payment of the booking.
- h. Owner commits to provide only accurate and up to date information in each Listing (including the description, rates and cancellation policy), and shall not impose different conditions on the Traveler than those set out in the listing. Failure to comply with the obligations set forth in these terms and conditions may result in Owner’s permanent exclusion from the Site and from any of its affiliated sites.
- i. Owner accepts the cancellation policy which www.villasnhomes.com has implemented Internationally. The selected cancellation policy may not be changed by the Owner and shall be applicable to all Listings.
No Commission shall be charged on cancellation of bookings where the applicable policy allows full refunds, but shall be charged on any amounts withheld according to the terms of the applicable policy. Commission will apply, on all cancelations taking place as result of the Owners decision not to accept certain reservations, or due to overbooking created from the owners actions and decisions, or in the event of changing the rates without any prior notification.
- j. Listings published under the pay-per-booking subscription type may be displayed on other sites of “www.villasnhomes.com ” and/or affiliates, and on the sites of companies with which “www.villasnhomes.com ” may have signed distribution agreements, to the extent that such sites enable online payment. However, “ www.villasnhomes.com ” gives no guarantee of publication other than on the Site where Advertiser originally registered its Listing and within the limit of “ www.villasnhomes.com ” right to publish a Listing or not.
- k. Conversion of a Listing from an Annual subscription model to a pay-per-booking one is only possible at the end of the subscription term for each Listing and after consultation with www.villasnhomes.com
- l. Conversion from pay-per-booking to Annual subscription can be processed (if available) at any time.
- m. Listings published on a pay-per-booking basis will be displayed on the Site indefinitely; however “ www.villasnhomes.com ” reserves the right to remove or refuse to publish any Listing at any time in its sole discretion. Advertiser can also suspend or remove their Listings at any time.

10. Pay-Per-Booking Listings

- a. Owners can choose to list their properties under a pay-per-booking subscription type (if available), enabling them to advertise each Listing without any upfront fee, but in exchange will be charged a commission equal to a percentage of the base rental amount paid by a Traveler on every booking sourced through the Site, as set out in the subscription process (“the Commission”). “**We**” reserve the right to change the applicable Commission, with any changes to be notified to the Owner 30 days before the new Commission is applied. The new Commission rate will be deemed accepted if the Owner does not remove his Listing by the time the new Commission is applied.
- b. The calculation of the Commission will include applicable payment processing fees related to online payment, but shall not be assessed on amounts charged for taxes and any other product or service purchased by the Traveler and charged by “**Us**”, such as insurance products. It is the Owners’ duty to accurately breakdown the different amounts charged to the Travelers.
- c. Commission for bookings in a calendar month that contains the (scheduled) departure date of the Guest in such month will be invoiced (save for free cancellations made through www.villasnhomes.com and in accordance with the cancellation policy of the Accommodation) and paid in the subsequent month in accordance with the following terms
- d. Invoices are processed on a monthly basis and shall be sent to the Accommodation by mail or e-mail
1. The Commission invoiced in respect of a month shall be paid by the Accommodation within 14 days from receipt of the invoice date in the relevant office.
 2. Payment shall be made by the Accommodation directly to Hospitality-xperts LLP by means of Direct Debit, or in case this is not available in the banking system of the bank where the payment is made from, by wire transfer (to such bank account as identified by) www.villasnhomes.com may from time to time settle (the relevant part) of the invoice

- for reservations.
3. For the avoidance of doubt, other means of payment (such as by cheque or via "payment agencies") could also be processed by www.villasnhomes.com all related expenses will be borne by the accommodation.

The Accommodation shall bear all costs as charged by the banks for the transfer of the funds.

1. All Commission payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If the Accommodation is compelled to make any such deduction or withholding, it will pay to www.villasnhomes.com such additional amounts as are necessary to ensure receipt by www.villasnhomes.com of the full (net) amount as set out in the invoice which www.villasnhomes.com would have received but for the deduction. The Accommodation is responsible and liable for the payment and remittance of any taxes, levies, imports, duties, charges, fees and withholdings over and above the full (net) Commission payment due from the Accommodation to www.villasnhomes.com.
2. The commission invoiced in respect of a month shall be paid by the Accommodation in the relevant currency (and if applicable at the exchange rate) as specified in the invoice. www.villasnhomes.com may at its sole discretion prepare invoices either in a major currency (e.g. EUR/USD) or the relevant local currency of the Accommodation and subsequently convert the relevant final amount in the local currency or a major currency on the basis of the exchange rate of the last day of the relevant month for which the invoice is issued (and not on the day of checkout).

The exchange rate used shall be the interbank rate (closing rate as per 4PM EST) as used or promulgated by major international financial banks or service companies from time to time selected by www.villasnhomes.com.

e. The Accommodation is responsible for

Withholding and reporting relevant taxes that are applicable to the reservation according to the relevant tax regulations and the practices and requests of the tax authorities. The Accommodation shall bear and be responsible for the payment and remittance of the taxes applicable to the Commission (payments) and the associated late payment interests and penalties imposed by the tax authority for failing to withhold and report any taxes applicable to the Commission. If required, the Accommodation shall be solely responsible to negotiate and agree with the relevant tax authorities on the tax treatments of the Commission (payments). The Accommodation shall upon first request of www.villasnhomes.com provide with (photo/scanned-) copies of tax payment certificates/tax exemption certificates upon each remittance of the Commission. The Accommodation represents and covenants that it is duly registered with all relevant tax authorities (including applicable statutory (local) revenue collection authorities) as a hotel or other accommodation provider.

In the event of a dispute between www.villasnhomes.com and the Accommodation (e.g. on the amount of the Commission), any undisputed amount of the Commission will be paid in accordance with the terms of this Agreement, notwithstanding the status or nature of the dispute.

1. In the case of late payment, www.villasnhomes.com reserves the right to claim statutory interest, to suspend its service under the Agreement (e.g. by suspending the Accommodation from the Platforms), and/or to ask for a bank guarantee or other form of financial security from the Accommodation
2. The Accommodation agrees and acknowledges that for each reservation, the relevant total amount of the reservation (including all applicable Taxes, fees, extra's and add-ons made or included during the reservation process (e.g. breakfast) to the extent disclosed to www.villasnhomes.com by the Accommodation (unless indicated otherwise by www.villasnhomes.com) will be collected and processed by the Payment Processor (the relevant amount hereafter (the "**accommodation Price**") in accordance with the applicable payment policy of the Accommodation for the relevant reservation and disclosed on the Platform.
3. The Accommodation agrees and acknowledges that it is –at all times– responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes, (sur)charges, extra's and fees over the Room Price (including

the relevant Taxes, (sur)charges, extra's, amounts and fees not included in the Room Price) and remittance, withholding and payment (as applicable) of the Taxes over the Commission, to the relevant tax authorities. Unless www.villasnhomes.com has indicated that certain Taxes, fees, charges add-ons (e.g. breakfast) or other amounts are not included Room Price (the "Excluded Elements"), the Accommodation shall not further charge, request payment of or collect any amount from the Guest that has not already been included in the Room Price (save for the Excluded Elements (if applicable)).

4. In order to transfer the relevant collected amount (after deducting and set-off (if applicable) with the due and outstanding Commissions, fees, costs and expenses and such other amounts due to www.villasnhomes.com (the "Net Amount"), the Accommodation shall provide www.villasnhomes.com with the relevant bank details to which the relevant amount shall be paid or be provided with a virtual credit card (the "Virtual Card") to collect the relevant funds. The Virtual Card may be authorized or charged as per the date of reservation. For payment via bank transfer: www.villasnhomes.com shall transfer the Net Amount to the Accommodation within 14 days after the end of the month in which the Guest is checked-out. The Accommodation acknowledges that the first payment shall only be made upon materialization of the first reservation(s).

5. Payment of the Room Price may at all times without notice be suspended in the event of (alleged or suspected) (credit card) fraud or breach of contract. The Accommodation accepts and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies and other intermediaries (for the collection, processing and paying the relevant funds), there may be differences between Room Price (as uploaded by the Accommodation in the system), the collected amount and the amount paid to the Accommodation. The Accommodation shall bear the currency exchange risk and the costs and fees as charged by its banks for the receipt and conversion of the Room Price. The funds held by the Payment Processor or any other party for and on behalf of the Accommodation will not bear any interest. The relevant funds on the Virtual Card shall be available for collection by the Accommodation for a period of 6 months after the date of check out.

6. In the event of (alleged) fraudulent activities by the Accommodation or if www.villasnhomes.com is required by law, court order, (semi) governmental instruction or orders, arbitrational decision (or similar ruling), subpoena or cancellation policy to make a refund, of all or part of the Room Price (or insofar otherwise reasonable and fair), www.villasnhomes.com reserves the right to claim from the Accommodation repayment of such amount (re)paid to Guest, but received by the Accommodation (which payment shall be made within 14 days after a request by www.villasnhomes.com).

7. Insofar the Accommodation agrees to a refund of a wholly or partly paid non-refundable Room Price (or part thereof), www.villasnhomes.com shall be entitled to settle on behalf of the Accommodation the relevant amount paid to the Guest with other amounts collected by the Payment Processor or – if requested by the Accommodation and approved by www.villasnhomes.com – the relevant amount shall be paid and transferred to www.villasnhomes.com within 14 days upon approval and www.villasnhomes.com shall transfer the relevant amount to the Guest as soon as possible from an organizational and technical point of view as of the moment that the entitlement comes into existence legally and not charge the Accommodation any commission for such refund.

8. The Accommodation shall only issue an invoice to the Guest (and provide such Guest upon his/her first request with an invoice) for the full amount of the reservation including or plus (as required by applicable laws) of all applicable Taxes, surcharges and fees. The Accommodation shall not invoice (or send an invoice to) www.villasnhomes.com for the reservation or stay. Nothing in this Agreement shall constitute or imply that www.villasnhomes.com acts or operates as a merchant of record or (re)seller of the room.

F. Reservation, Guest Reservation, complaints

- a. When a reservation is made by a Guest on the Platform, the Accommodation shall receive a confirmation for every reservation made via www.villasnhomes.com , which confirmation shall include the date of arrival, the number of nights, the Guest's name, address and such other specific request(s) made by the Guest. www.villasnhomes.com is not responsible for the correctness and completeness of the and dates provided by Guests and www.villasnhomes.com is not responsible for the payment obligations of the Guests relating to their (online) reservation. For the avoidance of doubt, the Accommodation shall on a regular basis (but at least on a daily basis) check and verify

on the Extranet (the status of) the reservations made.









- f. By making a reservation through the Platforms a direct contract (and therefore legal relationship) is created solely between the Accommodation and the Guest (the "Guest Reservation")
- g. The Accommodation is bound to accept a Guest as its contractual party, and to handle the online reservation in compliance with the Accommodation Information (including rate) contained on the Platforms at the time the reservation was made and the reservation confirmation, including any supplementary information and/or wishes made known by the Guest.
- h. Complaints or claims in respect of (the products or service offered, rendered or provided by) the Accommodation or specific requests made by Guests are to be dealt with by the Accommodation, without mediation by or interference of www.villasnhomes.com . www.villasnhomes.com is not responsible for and disclaims any liability in respect of such claims from the Guests. www.villasnhomes.com may at all times and at its sole discretion
1. Offer customer (support) services to a Guest,
 2. Act as intermediate between the Accommodation and a Guest,
 3. Provide -at the costs and expenses of the Accommodation- alternative accommodation of an equal or better standard in the event of an overbooking or other material irregularities or complaints in respect of the Accommodation, or
 4. Otherwise assist a Guest in its communication with or actions against the Accommodation.
 5. In all cases the accommodation will be responsible and will be charged the penalties imposed by the various OTAs for any such wrong doing, or property cancelations, or when the accommodation does not meet the standards as they were advertised.
- i. In the event that the guest after having made connection with www.villasnhomes.com and subsequently connects with the Accommodation, and proceeds with a direct reservation to the Accommodation without going through the established channels established by www.villasnhomes.com then the Accommodation should communicate with www.villasnhomes.com and assure that the reservation is properly recorded through the established channels between www.villasnhomes.com and Accommodation, and as result www.villasnhomes.com will be entitled to the appropriate commission. Failure to do so and accept the reservation bypassing www.villasnhomes.com could result in charging the Accommodation with the respective commission and cancelling of the agreement between www.villasnhomes.com and the Accommodation.

j. Overbooking and cancellation

The Accommodation is overbooked, and in the event that the Accommodation is not able to meet its obligations under this Agreement for any reason whatsoever, the Accommodation shall promptly inform www.villasnhomes.com via Customer Service. Unless www.villasnhomes.com has arranged for alternative accommodation (to be verified by the Accommodation with www.villasnhomes.com), the Accommodation will use its best endeavors to procure alternative arrangements of equal or superior quality at the expense of the Accommodation and in the event that no Room is available on arrival, the Accommodation will:

1. Find suitable alternative accommodation of an equal or better standard to the Accommodation holding the Guest's guaranteed booking;
2. Provide free private transportation to the alternative accommodation for the Guest and other members of the Guest's party who are listed in the Guest's guaranteed booking, and
3. Reimburse and compensate Villas n Homes and/or the Guest for all reasonable costs and expenses (e.g. costs alternative accommodation, transportation, telephone costs) made, suffered, paid or incurred by the Guest and/or Villas n Homes due to or caused by the overbooking. Any amount charged by www.villasnhomes.com in this respect shall be paid within 14 days after receipt of the invoice.
4. Pay any penalty imposed by any OTA
5. The Accommodation is not allowed to cancel any online reservation.
6. Cancellations made by Guests will follow the established cancellation policy and be charged either 50% cancellation penalty (if the cancellation takes place 14+ days prior to the arrival) or 100% cancellation fee (in case the cancellation takes place 14 or less prior to arrival).

K. Force Majeure Event

In the event of a Force Majeure Event, the Accommodation shall not charge (and shall repay (if applicable)) the Guests affected by the Force Majeure Event any fee, costs, expenses or other amount (including the (non-refundable) rate or the no-show, (change of reservation or cancellation fee) for

1. Any cancellation or change of the reservation made by the Guests, or That part of the reservation that was not consumed, due to the Force Majeure Event. In the event of reasonable and justified doubt, the Accommodation may ask a Guest to provide reasonable evidence of the causality between the Force Majeure Event and cancellation, no-show or change of reservation (and provide www.villasnhomes.com upon request with a copy of such evidence). In order for www.villasnhomes.com to register any cancellation, no-show or amendment of the reservation due to a Force Majeure Event, the Accommodation shall inform www.villasnhomes.com within 2 business days after the scheduled check out date of the no-show or cancellation, or check out, the number of days actually stayed.

www.villasnhomes.com will not charge any commission in the event of a registered no-show or cancellation or over that part of the booking which is not consumed due to the Force Majeure Event.

L. License

The Accommodation hereby grants www.villasnhomes.com a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):

To use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Accommodation as provided to www.villasnhomes.com by the Accommodation pursuant to this Agreement and which are necessary for www.villasnhomes.com to exercise its rights and perform its obligations under this Agreement;

To use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Accommodation Information.

www.villasnhomes.com may sublicense, make available, disclose and offer the Accommodation Information (including the relevant Intellectual Property Rights) of the Accommodation and special offers made available by the Accommodation on the Platforms and all such further rights and licenses set out in this Agreement via or in collaboration with (the websites, apps, platform, tools or other devices of) affiliated companies and/or third parties (the "Third Party Platforms").

In no event shall www.villasnhomes.com be liable to the Accommodation for any acts or omissions on the part of any Third Party Platforms. The sole remedy for the Accommodation in respect of such Third Party Platforms is

To request www.villasnhomes.com (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, or
Termination of this Agreement, all in accordance with the terms of this Agreement.

m. Guest reviews

- a. Guests which have stayed at the Accommodation will be asked by www.villasnhomes.com to comment on their stay at the Accommodation and to provide a score for certain aspects of their stay.
- b. www.villasnhomes.com reserves the right to post these comments and scores on the Platforms. The Accommodation acknowledges that www.villasnhomes.com is a distributor (without any obligation to verify) and not a publisher of these comments.
- c. www.villasnhomes.com undertakes to use its best efforts to monitor and review Guest reviews in respect of obscenities or the mention of an individual's name
- d. www.villasnhomes.com reserves the right to refuse, edit or remove unfavorable reviews in the event that such reviews include obscenities or mention an individual's name.
- e. www.villasnhomes.com will not enter into any discussion, negotiation or correspondence with the Accommodation in respect of (the content of, or consequences of the publication or distribution of) the Guest reviews.
- f. www.villasnhomes.com shall not have and disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments or reviews howsoever or whatsoever.
- g. The guest reviews are for exclusive use by www.villasnhomes.com and can be made available on such Platforms as from time to time made available to by www.villasnhomes.com and exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) the guest reviews and the Accommodation is not entitled to (directly or indirectly) publish, market, promote, copy, scrape, (hyper-/deep)link to, integrate, obtain, utilize, combine, share or otherwise use the guest reviews without prior written approval of www.villasnhomes.com .

n. (Online) marketing and PPC advertising

- a. www.villasnhomes.com is entitled to promote the Accommodation using the Accommodation's name(s) in online marketing, including email marketing and/or pay-per-click (PPC) advertising. www.villasnhomes.com runs online marketing campaigns at its own costs and discretion.
- b. The Accommodation is aware of the working methods of search engines, such as spidering of content and ranking of URLs. www.villasnhomes.com agrees that if the Accommodation becomes aware of behavior by Third Party Platforms that breaches the Accommodation's Intellectual Property Rights, then the Accommodation will notify www.villasnhomes.com in writing with details of the conduct and www.villasnhomes.com will use its commercially reasonable endeavors to ensure that the relevant third party takes steps to remedy the breach.
- c. The Accommodation agrees not to use, display, benefit from, include, utilize, refer to or specifically target the www.villasnhomes.com brand/logo (including trade name, trade mark, service mark or other similar indicia of identity or source) whether directly through keyword purchases that use www.villasnhomes.com Intellectual Property Rights, for price comparison purposes or any other purposes (whether on the Accommodation platform or any third party platform, system or engine or otherwise), unless approved in writing by Villas n www.villasnhomes.com.

o. Representation and Warranties

- a. The Accommodation represents and warrants to www.villasnhomes.com that for the term of this Agreement:
 - i. The Accommodation has all necessary rights, power and authority to use, operate, own (as applicable), (sub)license and have www.villasnhomes.com make available on the Platforms
 - ii. The relevant accommodation, and the Intellectual Property Rights in respect of, as set out or referred to in the Accommodation Information made available on the Platforms;
- b. The Accommodation holds and complies with all permits, licenses and other governmental authorizations and requirements necessary for conducting, carrying out and continuing its operations and business and making the Accommodation available on the Platforms for reservation (including for short term stay

C. The Accommodation and its directors and (direct, indirect and ultimate (beneficial) owners (and their directors) are not in any way connected to, part of, involved in or related to or under the control, management or ownership of:

- i. Terrorists or terrorist organizations;
- ii. Parties / persons (i) listed as (special) designated nationals/entities or blocked person/entities, or (ii) otherwise subject to any applicable trade embargo, or financial, economic and trade sanctions, and
- iii. Parties / persons guilty of money laundering, bribery, fraud or corruption.

The Accommodation shall immediately notify www.villasnhomes.com in the event of a breach of this

- a. Each Party represents and warrants to the other Party that for the term of this Agreement:
 - i. It has the full corporate power and authority to enter into and perform its obligations under this Agreement;
 - ii. It has taken all corporate action required by it to authorize the execution and performance of this Agreement;
 - iii. This Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms, and
- b. Each Party shall comply with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipal under which law the relevant Party is incorporated with respect to the products (to be) offered and/or services (to be) rendered by such Party.
- c. Except as otherwise expressly provided in this Agreement, neither Party makes any representations nor warranties, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject matter.
- d. www.villasnhomes.com disclaims and excludes any and all liability in respect of the Accommodation which is related to any (temporary and/or partial) breakdown, outages, downtime, interruption or unavailability of the Platforms, the Service and/or the Extranet, provides (and the Accommodation accepts) the Service, the Platform and the Extranet on an "as is" and "as available" basis

p. Indemnification and Liability

Each Party (the "Indemnifying Party") shall be liable towards, and compensate, indemnify and hold the other Party (or its directors, officers, employees, agents, affiliated companies and subcontractors) (the losses (excluding any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by the Indemnified Party pursuant to:

- a. A breach of this Agreement by the Indemnifying Party, or any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.
- b. The Accommodation shall fully indemnify, compensate and hold www.villasnhomes.com (or its directors, officers, employees, agents, affiliated companies and subcontractors) harmless for and against any liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages, losses, obligations, claims of any kind, interest, penalties and legal proceedings paid, suffered or incurred by www.villasnhomes.com (or its directors, officers, agents, affiliated companies and subcontractors) in connection with:
1. All claims made by Guests concerning inaccurate, erroneous or misleading information of the Accommodation on the Platforms;
 2. All claims made by Guests concerning or related to a stay in the Accommodation, overbooking or (partly) cancelled or wrong reservations or repayment, refund or charge back of the Room Price;
 3. All other claims from Guests which are wholly or partly attributable to or for the risk and account of the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) (including claims related to (lack of) services provided or product offered by the Accommodation) or which arise due to tort, fraud, willful misconduct, negligence or breach of contract (including the Guest Reservation) by or attributable to the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) in respect of a Guest or its property; and
 4. All claims against www.villasnhomes.com in relation to or as a result of the failure of the Accommodation to (a) properly register with relevant tax authorities, or (b) pay, collect, remit or withhold any applicable Taxes, fees and (sur) charges levied or based on the services or other charges hereunder in the relevant jurisdiction (including room price and commission payments).

q. Termination

If "www.villasnhomes.com" determines, or an allegation is made, that:

- a. Listings or other content associated with an Accommodation contain any material that infringes the Content Guidelines, the law, applicable regulations or the rights of any person or entity;
- b. An Accommodation has submitted unsuitable material to, or misused, the site;
- c. An Accommodation's listing or rental practices are unacceptable or unfair (for example, and without limitation, if an Accommodation double-books a Property for multiple travelers on the same date, or engages in any practice that would be considered unfair or improper within the holiday rental industry);

- d. The Accommodation is in material breach of these Owner Ts&Cs (which shall include, for the avoidance of doubt, any breach of 'Rights and obligations of the Owner' or 'Prohibitions') any other obligations owed to " www.villasnhomes.com ", or any " www.villasnhomes.com " Affiliate or Traveler;
- e. An Accommodation has been abusive or offensive to any employee or representative of " www.villasnhomes.com ";
- f. An Accommodation uses a false identity;
- g. " www.villasnhomes.com " systems or communications platforms have been otherwise misused; or
- h. Anything similar to the foregoing has occurred in relation to any of " www.villasnhomes.com " Affiliates, then " www.villasnhomes.com " shall be entitled to, at its sole discretion,
- i. suspend, (ii) down-tier, or (iii) terminate either (a) any affected Listings, or (b) all Listings associated with that accommodation (including, for the avoidance of doubt, any Additional Paid Services relating to those Listings) immediately and without refund of Listing Fees or any other fees or charges paid by the Owner.

Note that "Villas n Homes" assumes no duty to investigate complaints.

r. Intellectual Property

- a. "www.villasnhomes.com" is the sole owner of its site. All content that appears on this site, and the Site itself, is protected by copyright and database rights. Reproduction of the Site, in whole or in part, including the copying of text, graphics or designs, is prohibited.
- b. Owners are permitted to download, display or print individual pages of the Site to evidence their agreement with "Villas n Homes". The relevant file or the relevant printout must clearly bear the text "*© Copyright 200x – Present Hospitality-xperts.com - All Rights Reserved*".

s. Rights and obligations of the Accommodation

- a. The Accommodation shall submit accurate and truthful particulars about his/her personal identity, payment data, Property offered in Listings and other communications using. " www.villasnhomes.com " systems.
- b. The Accommodation warrants that all of the information provided to " www.villasnhomes.com " is accurate and up-to-date, including, but not limited to any and all representations about any Property, its amenities, location, price, and its availability for a specific date or range of dates. The Accommodation will only list Properties which the Accommodation is entitled to rent to Travelers, and each Listing must relate to an individual and uniquely identified Property.
- c. The Accommodation undertakes to ensure that the information on the Listing is kept accurate and up-to-date for the entire time the Listing remains on the Site, and: if a translation is provided to ensure that it is carefully and correctly translated, and: to comply with these **Owner Ts&Cs** when drawing up the Listing.
- d. The Accommodation shall not give misleading particulars about the origin of any information or include details that may conceal the true source of any information.

- e. The Accommodation undertakes to ensure that the calendar for each Listing is kept accurate and up-to-date to reflect the availability of the relevant Property as it is booked. On date-based searches, listings having calendars which are 60 days or more out of date will be filtered out of results.
- f. Accommodations are responsible for ensuring that their Listings do not infringe the law or the rights of any person or entity. Listings must not contain false information, personal insults, anything slanderous or defamatory, or anything that infringes copyright or data protection law.
- g. Photographs included in a Listing should depict the Property as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights, intellectual property rights or any other rights of a third party.
- h. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse "www.villasnhomes.com" systems, 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. It is agreed that other users' personal information will be protected with the same degree of care that own confidential information is protected (using at minimum a reasonable standard of care), and it is assumed that all liability for the misuse, loss, or unauthorized transfer of such information will be taken care of.
- i. We may from time to time provide or facilitate services to create or improve the quality of the property listings. We also may from time to time create new, or otherwise change, the location or geographic descriptions we use to identify properties in their listings and search results. Consequently, we may change the location or geographic description associated with any property listing. However, we assume no responsibility to verify property listing content or the accuracy of the location. Owners are solely responsible for ensuring the accuracy of listing content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy.
- j. If any Listing is in breach of these Listings Terms, "www.villasnhomes.com" reserves the right to suspend, down-tier or terminate the relevant Listing or all Listings associated with the Accommodation.
- k. Owners are required to keep their account login details secret and not to pass them on to third parties or use them to provide shared access for example over a network. Owners should use a password which is unique to their use of the Site – they must not use the same password as is used for another site or email account. www.villasnhomes.com will never ask Accommodations to disclose this data. If Accommodations are contacted by third parties and asked for login details, under no circumstances should they impart that data, but must immediately notify www.villasnhomes.com of the situation by email. Should any Owners notice that their account is being used by an unauthorized third party, they should immediately report the matter to www.villasnhomes.com by email and change their password.
- l. The Owner shall be responsible for all charges relating to the Property and the Listings, and shall account to the relevant authorities for all applicable taxes (including, where relevant, VAT) on the payments they receive

m. If the Owner is VAT registered in the country which is based in an EU member state, it must provide www.villasnhomes.com with the valid VAT number. This number has to be validated by VIES http://ec.europa.eu/taxation_customs/vies/. www.villasnhomes.com will then apply reverse charge mechanism to the Owner, under Art. 196 of Directive 2006/112/EC relating to the reverse charge mechanism. Where Art. 196 applies the Owner's invoice will not include any VAT. You may be required to account for VAT in your local Member State. Owner shall provide the valid VAT number immediately, however no later than thirty (30) days after registration. If the VAT number is provided after thirty (30) days, www.villasnhomes.com will not refund any VAT amount. The reverse charge mechanism does not apply when the Owner is based in Greece, GR VAT will be charged in that case.

t. Prohibitions

a. The Owner shall not directly or indirectly:

- i. With respect to the Site, its content, and databases comprised in the site, in any form, whether by using automatic devices or manual processes, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the same;
- ii. Monitor content on the site or communications with Travelers by means of robots, spiders, or other automatic instruments; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines (not including any website or search engine or other service that provides classified listings or property rental adverts, or any subset of the same or which is in the business of providing holiday property rental services or other services that compete with the site or www.villasnhomes.com and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with www.villasnhomes.com robots.txt file;
- iii. Use the site or www.villasnhomes.com platform or systems for purposes other than those referred to in these **Owner Ts&Cs**;
- iv. Use the site or the tools and services on the site for the purpose of booking or soliciting a rental for a property other than a Property under a valid Listing;
- v. Reproduce any portion of the site on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the site, or any other framing technique to enclose any portion or aspect of the site, or mirror or replicate any portion of the site;
- vi. Upload or send to the site any content or programs, which on account of their size or nature, might damage www.villasnhomes.com computers or networks;
- vii. Include content on the site or www.villasnhomes.com platform or systems that breaches any applicable criminal or other laws, or encourages any such breach;
- viii. Use or access the site or www.villasnhomes.com platform or systems in any way that might endanger any computer system or network, including by making available any virus (for which purpose, "virus" includes any program introduced into a system deliberately which carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user's hard disk);
- ix. Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered "phishing" (whether primary, secondary or other) or that would give rise to criminal or civil liability;

- x. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- xi. Refer to www.villasnhomes.com or any www.villasnhomes.com Affiliate in any way that might lead someone to believe that the Accommodation, any Property, Listing or website is sponsored by, affiliated with, or endorsed by www.villasnhomes.com or any www.villasnhomes.com Affiliate;
- xii. Substitute a Property in a Listing for another Property without the prior consent of www.villasnhomes.com

Prohibited substitution activities include:

- 1) Multi-unit listing: use of one Listing to promote more than one property available in a building;
- 2) Substitution: changing the Property which is displayed in a Listing as that Property becomes booked; and
- 3) Leeching: offering a Traveler who enquires through the Site
- 4) Different Property than the one which is displayed in the relevant Listing.
- 5) In the event of any breach of this clause by an Accommodation, www.villasnhomes.com reserves the right to suspend, down-tier or terminate the relevant Listing or all Listings associated with the Owner in accordance with clause 8 of these **Owner Ts&Cs**.

u. Proprietary rights to content

- a. Where an Accommodation submits to or transmits through the site or www.villasnhomes.com platform or systems any content of any type, including text or images, the Accommodation undertakes that it has the right to do so, and has been granted the necessary consent by any persons featured ('model release') or Accommodation of featured items ('property release').
- b. To the extent that Accommodation Listings and other submissions may contain trademarks, Accommodation warrant that they have the right to use them, including sublicensing rights.
- c. By submitting any form of content to the site, the Owner authorizes www.villasnhomes.com and each of its www.villasnhomes.com Affiliates to reproduce in whole or in part, display and disseminate the content in connection with the performance of these Owner Ts&Cs and in the promotion of the Site.

v. Right of blocking, suspension or withdrawal of listings

If the Accommodation is in breach of this Agreement, or is late in paying the subscription fee (if any) or any other charges, or if a third party requests the removal of a Listing on the basis of an alleged violation of trademarks, copyrights, or legislation relating to the protection of privacy and / or personal data, or for any other valid reason and that the Accommodation cannot prove to www.villasnhomes.com that it has the right to publish this content (including images and / or photographs), www.villasnhomes.com has the right to block or delete, temporarily or permanently, without any notice to the Accommodation and without prejudice to any other legal measure.

w. Responsibility of Accommodation

The Accommodation will be held solely and exclusively responsible for all the financial consequences resulting from damage to www.villasnhomes.com due to content or any program transmitted or sent by the Accommodation that results in any damage to the hardware of www.villasnhomes.com , including damaging the system or data or by causing

the failure of such system or faults therein. The financial consequences mentioned above include reasonable legal fees.

x. Indemnification

Accommodation agrees to defend, indemnify and hold harmless www.villasnhomes.com and each www.villasnhomes.com Affiliate, and their respective officers, directors, employees and agents, from and against any claims, actions or demands (including without limitation reasonable legal and accounting fees) brought by third parties brought against www.villasnhomes.com or any www.villasnhomes.com Affiliate alleging or arising out of or in connection from (a) any content or material the accommodation submits or provides for inclusion on the Site; (b) any use by the Accommodation of the Site; and (c) any breach of these Accommodation Ts&Cs on the part of the Accommodation.

y. Contacting us

a. Any messages should be sent to www.villasnhomes.com using the contact form or www.villasnhomes.com platform or by post to Hospitality-xperts LLP, 5 -7 Kritonos Str., 11634, Athens, Greece.

b. Notices regarding infringements of copyright must specify the following: Company address, telephone number and email;

c. Detailed information about the content concerned (display of the image or text), including a link to the site; and

d. A formal declaration showing that you;

i. Are the holder of the exclusive user right to the work;

ii. Have not authorized the use of the relevant material in this form.

z. Hospitality-xperts LLP

In no event will www.villasnhomes.com be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from the site, your use of the site and/or any transaction between users, even if www.villasnhomes.com has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. If there is dissatisfaction with the site or www.villasnhomes.com platform or systems, or you do not agree with any part of these Owner Ts & Cs, then your sole and exclusive remedy against www.villasnhomes.com is to discontinue using the site.

aa. Applicable law

These Accommodation Ts&Cs are governed by the laws of. Jurisdiction for any claims arising under this agreement shall lie exclusively with the U.K.Courts

Ab. General

If any provision of the Owner Ts&Cs are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Owner Ts&Cs, which shall remain in full force and effect. The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Owner Ts&Cs. No waiver of any term of the Owner Ts&Cs shall be deemed a further or continuing waiver of such term or any other term. In addition, www.villasnhomes.com failure to enforce any term of the Owner Ts&Cs shall not be deemed as a waiver of such term or otherwise affect www.villasnhomes.com ability to enforce such term at any point in the future.



Except as expressly provided in an additional agreement, additional terms for certain areas of the Site including **the Privacy Policy**, the **Owner Ts&Cs** constitute the entire agreement between Accommodation and www.villasnhomes.com with respect to the use of the Site. No changes to these Terms shall be made except by a revised posting on this page.

- a. www.villasnhomes.com recommends that the Accommodation saves his/her own copy of these **Owner Ts&Cs** in a separate file on its PC or in print-out form.
- b. The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>

