

## OLIVER'S TRAVELS PROPERTY MARKETING AGREEMENT

**Supplier Name:** .....

### Supplier Details:

Contact: .....

Phone: .....

Email: .....

Address: .....

**Contract Start Date:** .....

This agreement is made between the owner or representative acting with the full authority of the owner of the property(ies) and from this point referred to as 'the supplier', and Oliver's Travels (OT). Both parties confirm they are legally entitled to enter into this agreement. From the dates below, 'the supplier' will put at the disposal of Oliver's Travels the properties with all facilities and services as detailed below until such time that either party wishes to end the agreement. Either party must give a minimum of 6 months' notice to terminate the agreement.

## Agency Terms and Conditions

### Payment, bookings and commissions

The only amounts payable to the supplier are those which are set out in the addendum. Any bookings made through the OT channel will be subject to commission payable by the supplier to OT as stated in the addendum.

OT reserves the right to charge additional commission and/or booking fees directly to the client making the booking in respect of credit card and currency exchange fees and administrative, handling and other costs.

For UK based properties we are obliged to charge VAT on the commission element of a confirmed booking. We shall issue ourselves with your supplier invoices on your behalf (self-billing).

The supplier agrees not to solicit OT's customers, or offer any discounts or incentives directly to them. Should this occur, OT will be owed the agreed commission or the mark up that OT apply to the net rate of the total rental rate. The supplier also agrees to provide OT with price parity with all other channels that they use for the promotion of their property(ies).

## Repeat bookings

Where a customer introduced by OT makes subsequent bookings directly with the supplier, OT will be due 75% of the commission or mark-up that OT would apply.

## Power and Obligations of Oliver's Travels

OT acts as introduction agents enabling the supplier as Principal to contract with a person or organisation for the provision of accommodation. OT acts as an agent and payment gateway on behalf of the properties listed on its websites. OT shall have no liability to the customer other than for the performance of these services. The supplier accepts and acknowledge that the supplier is responsible for the provision of the customer's booking and that the contract for the provision of the Property is and shall at all times remain between the supplier and the customer. OT merely acts as a booking agent for the supplier and accepts no liability for the provision of the Property or any other liability relating to the contract between the supplier and the customer.

OT has the power to market as Agent the property(ies) for the period of availability specified now or advised later. OT may market the property on any website that partners with OT.

OT has the right to change the name of the property(ies) in any of its marketing material. The supplier agrees not to use this name to market the property in any way without OT's prior permission.

## Maintenance and services

The supplier shall be responsible for maintaining the property and its equipment, contents, fixtures and fittings to the standard set out in this agreement.

The supplier must ensure that at the start of the agreement and throughout, that the property is in a good state of repair, with its surrounds and swimming pools in good working order and to maintain them. The property description, including photographs form part of the agreement and OT hold the right to market the property as they see fit. If the property or any appliances are not up to standard or does not comply with the contractual requirements, OT may withhold payments until rectified. If rectification cannot occur, OT may recover all costs and expenses incurred by OT from the supplier, or OT may cancel any bookings for the property(ies) and/ or OT may terminate the agreement with no liability to the supplier. Where payments have been made to the supplier by OT in respect of cancelled bookings, the supplier undertakes to repay these sums to OT and/ or OT can deduct from payments still owing to the supplier.

The supplier agrees that OT's representatives may visit the property at any reasonable time upon request.

## Non-Availability

If the property is not available to any customer who has made a confirmed booking, the supplier undertakes to repay OT all sums already collected, plus any commission and costs incurred or suffered by OT or the customers as a result of the non-availability of the property.

### **Local regulations, taxes and licences**

The supplier shall at all times comply with all relevant laws or regulations in the country where the property is located.

The supplier is responsible for obtaining and paying for all local rental licences.

The supplier is responsible for paying all taxes, utility bills, management company fees and other ongoing charges relating to the property and as a result of letting the property.

### **Insurance**

The supplier is responsible for any loss, damage or incident that occurs at the property and shall at all times maintain comprehensive liability insurance policies to cover all risks relating to this agreement and the occupation of the property.

### **Complaints**

The supplier must address, investigate and respond to any customer complaints (after departure from the property) within 14 days and provide OT of a copy of any correspondence.

### **Miscellaneous**

In the event of any change of ownership of the Property, the supplier shall notify OT of this immediately and not complete change of ownership until all OT existing bookings have been honoured.

The supplier is responsible for providing accurate information at all times and agrees to check the property listing on the OT website and to inform OT immediately of any errors or changes that render the description inaccurate.

The supplier agrees to respond to all customer enquiries and complaints in a timely manner at all times.

The supplier warrants to own the copyright to all images supplied to OT and consent to OT advertising your property through various channels and websites outside of OT's own.

### **Termination**

Along with the other rights of termination set out in this agreement, OT shall be entitled to immediately suspend or terminate this agreement without penalty charge if:

Building work/ construction in the vicinity of the property that has potential to disrupt the enjoyment of the client's holiday

The supplier committing a breach of this agreement and failing to remedy the breach within seven days of being required to do so.

On 30 days' notice, if OT considers the continuation of this agreement inappropriate for commercial reasons or immediately if the supplier enters into insolvency or bankruptcy.

Should this happen, the supplier will immediately refund to OT any rental payments relating to the suspended/terminated period.

On effect of termination by the supplier, the supplier agrees to honour all existing bookings confirmed prior. If bookings cannot be honoured then the supplier shall immediately refund to OT any rental payments and OT commission relating to all future bookings.

**Indemnity**

The supplier will fully indemnify OT against any customer claim in respect of this agreement.

**Force Majeure**

OT will not be liable for any breach of this agreement which arises as a result of any event which OT could not foresee or avoid.

**Agreement**

This agreement constitutes the entire agreement and replaces any previous agreements. OT reserves the right to change terms and conditions subject to one month's notice.

**Disputes**

This agreement shall be interpreted in accordance with the laws of England and Wales and the courts of England shall have sole jurisdiction to hear and determine any claim.

**Supplier signature** .....

**Print full name** .....

**Date** .....

## ADDENDUM

1. **RATE OF COMMISSION payable to OT:** 15%
2. **PAYMENT DETAILS:** A 20% deposit will be made at time of booking, with full balance due 15 days prior to client's arrival.
3. **PRICING and AVAILABILITY:** These will be pulled automatically from the API connection with MyRent.

Supplier signature .....

Print full name .....

Date .....