

Terms and Conditions (“T&Cs”)

1. INTRODUCTION

1.1 Holm Hosts Ltd (trading as “HolmHosts”) provides value-added services to property owner and guests.

1.2 These T&Cs and our service level agreement (“SLA”) apply to your registration as a “Property Owner” with HolmHosts and to any and all services which we supply to you, as a HolmHosts registered customer (“Customer”). By registering with Holm Hosts, you agree to these T&Cs in full.

1.3 In these T&Cs, Customers who are acting in their capacity as property owners (who are allowing their property to be occupied by Guests) will be referred to as “Property Owners” and individuals who are acting as guests at such property will be referred to as “Guests”.

1.4 We provide services to you, the Property Owner, in order to ensure that the property you make available for occupancy by Guests (“Property”) is “guest ready”. Our Co-Hosting Service (as defined below) is provided to you in order to complement your bookings made with an Approved Booking Supplier (as defined below in clause 3.2) (“Booking”) for the occupation of the Property by a Guest.

1.5 We may amend these Property Owner T&Cs at any time by posting the amended T&Cs on the website www.holmhosts.com (“Site”). All amended T&Cs will automatically take effect immediately on posting. Please check these T&Cs periodically to inform yourself of any changes. In continuing to use the Site and/or our Co-Hosting Service you confirm that you accept the then current T&Cs in full at the time you use the Site and/or our Co-Hosting Service. These T&Cs should be read in conjunction with our Website Privacy Policy and Cookie Policy, which are posted on the Site.

2. CO-HOSTING SERVICE

2.1 HolmHosts offer a Co-Hosting Service and will act upon any received booking requests on your behalf through an Approved Booking Supplier (as defined below in clause 3.2), or through HolmHosts’ own booking platform. There is no obligation upon HolmHosts to inform the property owner of a specific booking.

2.2 We agree to provide any or all of the following services to you as requested by you, the property owner, with reasonable skill and care and in accordance with these T&Cs (“Co-Hosting Service”):

2.2.1 Co-Hosting Services (as set out in Appendix A)

2.2.3 Cleaning Services (as set out in Appendix B).

2.2.3 Laundry Services (as set out in Appendix B).

2.2.4 Self Check-in Services (as set out in Appendix C).

2.3 A request for the receipt of any of the above Co-Hosting Service can be made upon the confirmation of a booking with an Approved Booking Supplier (as defined below in clause 3.2).

2.4 We are entitled to appoint sub-contractors to provide any and all of the Co-Hosting Service to you (“Third Party Suppliers”) and the T&Cs and conditions of such third-party services shall apply to the relevant services in addition to these T&Cs.

3. PROPERTY OWNER OBLIGATIONS

3.1 In order to allow us to provide the Co-Hosting Service set out in these T&Cs you agree that you will complete and sign an SLA and also:

3.1.1 provide us with complete, accurate and timely information about the Property, the Guest (if applicable) and other information reasonably requested by us or which you consider relevant for provision of the relevant Co-Hosting Service, at all times; and access (via lockbox) to the keys to the Property;

3.1.2 liaise and cooperate fully with us in the provision of the Co-Hosting Service
3.1.3 respond to any requests which may be made by us;
3.1.4 comply with the provisions of Appendices A - C to these T&Cs;
3.1.5 pay our fees and costs as per paragraph 4 below; and
3.1.6 not, at any time during or following the provision of the Co-Hosting Service, directly or indirectly solicit or entice away (or attempt to solicit or entice away) any employees or contractors of HolmHosts, including our cleaners, from our employment or engagement.

3.2 By agreeing to these T&Cs you warrant that you are a registered property owner with a booking services supplier which is either Airbnb or another supplier approved by us ("Approved Booking Supplier"). Alternatively, you agree that we may set up profiles on our frequently used Approved Booking Supplier partners and proprietary software, and you authorise and grant us permission to use any materials, images, text or other media to enable us to do so.

3.3 You understand and agree that HolmHosts does not act as an insurer and that you shall obtain the appropriate insurance for the Property and its contents. We can advise a recommended supplier if required.

3.4 You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses including (without limitation) reasonable legal fees, arising out of, or in connection with, any breach by you of these T&Cs or the T&Cs of any agreement you may have in place with the Approved Booking Supplier from time to time.

4. CHARGES AND PAYMENT

4.1 Details of our current charges for our Co-Hosting Service ("Charges") are set out in Appendix D or as otherwise agreed with you in writing or as set out in the SLA.

4.2 Each month, we will send you an invoice which shall include (but is not limited to):

- Details of each confirmed booking within the period.
- Payments received on your behalf and their source, including their commission rate.
- Commissionable amount received from which the Co-Host Commission is based on.
- HolmHosts total fees (including cleaning fees paid by the guest).
- Costs incurred by us as set out in clause 7.

Payment must be received by us within 30 days of the date specified on the invoice and, notwithstanding any other remedies referred to in these T&C's, we reserve the right to terminate this agreement immediately or suspend our Co-Hosting Service if we do not receive payment within 30 days.

4.3 If you fail to make a payment in accordance with clause 4.2, interest will accrue each day from the due date of payment at 5% a year above the base rate of the Bank of England.

4.4 The provision of Co-Hosting Services shall be governed by the Approved Booking Supplier's T&Cs and conditions and any fees payable for such services shall be included in the accommodation fees quoted by the Approved Booking Supplier.

4.5 For the avoidance of doubt you will not be entitled to withhold by way of set-off, deduction or counterclaim any amounts which you owe to the Approved Booking Supplier against any amounts that you owe to us or vice versa.

4.6 The cancellation or termination of a Booking by you or the Approved Booking Supplier shall in no way release you from your obligation to pay our Charges in respect of our Co-Hosting Service in accordance with these T&Cs.

5. TERMINATION / CANCELLATION

5.1 Either party may terminate this agreement by giving the other party no less than three months' notice, and after the expiry of such notice, our services to you shall cease.

5.2. Without affecting any other right or remedy available in this agreement, either party may terminate this agreement immediately if the other party: (i) commits a material breach and the breach is not remedied within 30 days of notice of the breach by the other party; or (ii) being a company becomes insolvent, enters administration, or liquidation, or being an individual declares himself bankrupt.

5.3 Termination of this agreement by either party must be in writing (which shall include email).

5.4 No later than 30 days following termination, we shall issue a final invoice for any outstanding charges incurred by you up to the date of termination.

6. LIABILITY

6.1 You agree that our liability in respect of any loss under these T&Cs will be limited in accordance with the T&Cs and conditions set forth herein.

6.2 We will act on your behalf to form a binding agreement between you and a Guest for the occupation of the Property. We will not be liable in respect of any matter arising which relates to a Booking between you, as the Property Owner, and a Guest. Nor will we be liable in respect of any matter arising between you, as Property owner, a Guest and/or an Approved Booking Supplier.

6.3 We will not be liable for the provision of services by third parties (including Third Party Suppliers) nor will we be liable if any Co-Hosting Services requested by you are unavailable.

6.4 We will not be liable to you or be deemed to be in breach of these T&Cs by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control such as shortages, unavailability, overbooking, severe weather, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war, civil unrest or any other event or occurrence outside of our control.

6.5 In no event shall we be liable for exemplary, incidental, indirect, special or consequential damages or for any business, financial or economic loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising out of or resulting from these T&Cs (even if we have been advised of the possibility thereof) and whether such loss arises as a result of negligence, breach of contract, tort or otherwise by us or any agent, employee or third party providing services on our behalf (including a Third Party Supplier) except to the extent the foregoing limitation is prohibited by applicable law.

6.6 Notwithstanding anything to the contrary herein, subject to any exceptions set forth in applicable law, our liability for all losses, damages, and other liabilities relating to or arising out of these T&Cs and the Co-Hosting Service provided hereunder (including, without limitation, with respect to property damage, damage to valuable or fragile items at the Property) will be limited to the value of one month's invoice sent to you and calculated on the basis of the average of the three previous invoices issued to you up to the date on which the liability is calculated.

6.7 You agree that by giving access to keys to your Property to HolmHosts, you are allowing access to each of HolmHosts' employees, contractors and agents to your Property.

6.8 You agree to allow HolmHosts to utilise any of our own marketing materials on your property for the duration of our provision of Co-Hosting Service.

6.9 Nothing in this agreement shall limit either party's liability for death or personal injury caused by that party's negligence.

7. PROPERTY OWNER OBLIGATIONS

7.1 You authorise HolmHosts to instruct maintenance and works required to the property up to the value of £150.00 which is to be paid by you to any 3rd party supplier/contractor. In the

event pre-payment is required to a 3rd party supplier/contractor, HolmHosts will settle the payment and then invoice you for the services provided by the 3rd party supplier/contractor.

7.2 You authorise HolmHosts to make basic purchases for the property including guest sundries, toiletries, toilet roll, cleaning supplies which will be invoiced to you on a monthly basis

8. HOLMHOSTS OBLIGATIONS

8.1 HolmHosts will respond to your enquiries within 48 hours

8.2 HolmHosts has authority to reject any bookings it reasonably considers to be high risk in relation to potential nuisance or property misuse

8.3 HolmHosts will conduct a reasonable level of due diligence on guests, suppliers and contractors and at their total discretion – a reasonable level would be considered looking at a sample of 2 online reviews.

8.4 Subject to clause 7.1, HolmHosts will seek authority from you to instruct contractors to carry out maintenance works on their property. If HolmHosts consider, in their reasonable opinion that the works are urgent, for example the property is without power, water, heating or lighting, then you authorise HolmHosts to instruct contractors to undertake any necessary work on your behalf.

8.5 HolmHosts has authority to make rate changes to the property as and when it feels appropriate with the goal of achieving maximum occupancy. You shall agree in writing the upper and lower boundaries of the rates for which HolmHosts are able to fluctuate between without requiring authorisation from you. In the absence of agreement from you HolmHosts may (but is under no obligation to) apply a rate it considers reasonable in the circumstances to achieve maximum occupancy.

8.6 HolmHosts has authority to instruct 3rd party suppliers and/or contractors as required (including cleaners and trades) but does not take liability for the services carried out by these 3rd parties

8.7 HolmHosts will host the property on their company profile(s), where the company could be penalised by the platforms for any cancellations to bookings. Where you request a booking to be cancelled, you will be liable for the cancellation fees issued by the relevant platform(s) in addition to a reputational compensation payment of £100.00 per booking cancelled to HolmHosts for any negative impact such cancellation causes HolmHosts.

9. APPENDICIES

Additional Links to Privacy Policy / Terms & Conditions / Third Party T&Cs and User Policies

- [HolmHosts Terms & Conditions](#)
- [HolmHosts Privacy Policy](#)
- [Airbnb](#)
- [Booking . Com](#)
- [Microsoft 365](#)

10. MISCELLANEOUS

10.1 Each of the parties hereto warrants that it has the power to enter into the agreement set out in these T&Cs and has obtained all necessary approvals to do so.

10.2 The relationship between you and us is that of an independent contractor. We shall not be, act as, purport to act as, or be deemed to be, the agent, employee or partner of you as to any matter. No partnership, joint venture, association, alliance, or other fiduciary, employee/employer, principal/agent or other relationship other than that of independent contractor shall be created by these T&Cs, express or implied.

10.3 Each party acknowledges that these T&Cs, the SLA, the Website Terms of Use, Privacy Policy and any documents referred to therein (each as amended from time to time) contain the whole agreement between the parties hereto and that it has not relied upon any oral or written representations made to it by the other or its employees or agents. Nothing in this clause shall limit or exclude any liability for fraud.

10.4 The parties agree that these T&Cs are fair and reasonable. However, if any provision of these T&Cs is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording was deleted, then such provision shall apply with such deletions as may be necessary to make it valid and the remaining provisions shall remain in full force and effect and these T&Cs shall be enforced in such manner as carries out as closely as possible the intent of the parties hereto.

10.5 No failure or delay by us in exercising any right or remedy provided by law or under these T&Cs and no single or partial exercise of any such right or remedy shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time.

10.6 These T&Cs are governed by and construed in accordance with the laws of the United Kingdom. You agree, as we do, to submit to the exclusive jurisdiction of the English and Welsh courts.

Appendix A

Co-Hosting Services

HolmHosts shall:

- Create (if applicable) and manage your property profile, including photography and copy writing.
- Integrate your property into our booking software to allow your property to be safely listed across multiple Online Travel Agency platforms.
- Manage pricing in a dynamic fashion to ensure the maximum available per night price.
- Vet guests to ensure their suitability for your property.
- Liaise with guests at the point of enquiry, confirmation of booking and during their stay, including offering external services.
- Handle any minor or major issues that occur during their trip.
- React to any maintenance issues as they arise. If possible, issues will be avoided prior to them occurring with frequent inspection.

Appendix B Housekeeping Services

Part A - Housekeeping Services

Subject to Part B and Part C below, HolmHosts shall:

- Remove all rubbish, plates and cutlery from every room used by the previous Guest(s) at the Property (if applicable).
- Spray clean all visible surfaces at the Property.
- Clean the bathroom, sink, toilet etc.
- Make up the beds being used by the Guest(s) at the Property.
- Vacuum the carpets and mop the floors in the main rooms at the Property.
- Check whether all electrical equipment and appliances (including light bulbs and TV remote controls) at the Property are working.
- Where such things are not already provided by the Property Owner, provide essentials such as tea, coffee, sugar, hand wash, toilet roll for use by the Guest(s) (chosen and provided at HolmHosts' discretion and subject to availability), at the Property Owners cost.

Part B - Property owner's Obligations relating to Housekeeping

The Property owner shall:

- Provide HolmHosts with a vacuum cleaner, toilet brush, mop and bucket.
- Inform HolmHosts if there are any items which are particularly fragile and mark them as such.
- Lock away any expensive, irreplaceable and/or fragile items.
- If you require, provide any extra cleaning materials that you would like to use. HolmHosts shall provide basic cleaning products only.

Part C - Excluded Items

HolmHosts shall not undertake the following activities as standard however can obtain specific quotations for such services/activities on request:

- Window Washing
- Washing Walls
- Furniture Treatment
- Carpet Treatment or Deep Cleaning
- Cleaning of exterior windows
- Animal waste removal
- Gardening & garden shed cleaning
- Garden and/or Patio cleaning
- Mould and/or bio-hazardous substance removal
- Industrial cleaning
- The lifting of heavy furniture
- Cleaning surfaces above arms reach
- Cleaning of heavily soiled areas
- Extermination (insects etc.)
- Yard work or garage cleaning
- Deep oven cleaning (basic clean is permitted)
- Cleaning of items that appear to be broken or are likely to break during cleaning

Linens Services

Part A - HolmHosts' linen service of the Property owner's provided linen

HolmHosts shall launder the following items for each Co-Hosting Service for Housekeeping, to be provided by the Property Owner:

- 1 clean / ironed sheet per bed
- 1 duvet cover per bed
- Appropriate number of pillow cases
- 1 bath towels per Guest
- 1 hand towel per bathroom
- 1 bath mat per bathroom
- 1-2 tea towel

If the Property Owner or Guest wants any of the items to be changed or additional sets provided then they will need to request this direct to HolmHosts, subject to availability and extra charges.

Part B - Property owner's Obligation relating to non-laundered linen

The Property owner shall provide the following basic items as appropriate:

- Mattresses (and mattress toppers and protectors)
- Duvets
- Pillows
- Pillow Protectors
- A Property owner may not wash and reuse the linen items.

Appendix C

Self Check-in Services

HolmHosts operates a self check-in policy and shall:

- Install (at the Property owner's cost) 2 x secure lock boxes or secure keysafe padlock to hold the keys to the Property - 1 box for guests keys (2 x sets) and 1 box for emergency set of keys
- Create a digital "Property Guide" (at the Property owner's cost) for the Guests, which will be given to each guest in advance where possible. The digital guide will contain the current key box or keysafe padlock code with detailed instructions and/or video (if applicable) to locate and operate it. The digital guide will only be given to confirmed guests.

Appendix D

Commission Calculation Examples

The following formula is used to calculate the disbursement due by Property Owners to HolmHosts. The funds for the calendar month previous will be disbursed no later than 7 days after the end of the previous calendar month.

- Guest Pays Approved Booking Supplier a sub-total amount plus a cleaning fee and any other arranged fees for extra services.
- The Approved Booking Supplier's commission will be deducted, and the balance paid to the Property Owner.
- The sub-total less the Approved Booking Supplier's commission is the Commissionable Amount.
- The standard HolmHosts fees are charged at 15% or 20% dependent on the level of service required by the Property Owner.

Example 1 - a 3 night stay at £125 per night with the normal occupancy level (no sofa beds, pets, cots etc.).

Your property receives a booking through Airbnb or another Approved Booking Supplier ("ABS").

The guest will pay **£425** (£375 sub-total + £50 cleaning fee).

The ABS will take their commission (generally between 3%-15%). In this example, I will use 3% of the sub-total, £11.25. This fee is retained by the ABS, and the balance transferred to the Property Owner via the bank details provided and saved on their system.

The Property Owner will receive £363.75+ £50 = **£413.75**

The commissionable amount is **£363.75**. HolmHosts invoices for the £50 cleaning fee.

The commission of 15% is £54.56. You will be invoiced £54.56 + £50 cleaning fee = **£104.56.**