



ADVERTISEMENT AND RENTAL SERVICE AGREEMENT

Between

Name:
hereinafter referred to as "the Owner".

Address:
City:
Post code:

Primary email address:
Secondary email address:
Primary phone number:
Secondary phone number:
(Enquiry/booking notifications may be sent via text to mobile numbers)

and

South France Holiday Villas Ltd. with registered office at 8-10 South Street, Epsom, KT18 7PF, United Kingdom. Registered at the Companies House under number 7504520, operating under domain name southfranceholidayvillas.co.uk, hereinafter referred to as "South France Holiday Villas Ltd."

Both the Owner and South France Holiday Villas Ltd., referred to hereinafter as "Parties", acknowledge each other's legal representation as indicated above.

South France Holiday Villas Ltd. is a provider of marketing and reservation services to companies and private owners within the holiday accommodation rental market. South France Holiday Villas Ltd. is not a travel agent, tour operator, property agent or rental agent, and accepts no liability in relation to any contract for the accommodation or for any services purchased.

The Owner does hereby make available, under the terms of this agreement, the following accommodation:

Address:
City:
Post code:
hereinafter referred to as "the Property".

The Owner appoints South France Holiday Villas Ltd. as booking service and marketing agent to let the above-mentioned Property with effect from today. South France Holiday Villas Ltd. declares to have accepted this appointment.



Permissions

The Owner gives permission for the Property referenced above to be displayed on the websites of South France Holiday Villas Ltd. and optionally the extended SFHV Partner Network (see Appendix 1 “SFHV Partner Network”).

Property Details

The Owner confirms that they have checked their property listing on the South France Holiday Villas Ltd. website and agree that the details displayed are complete and correct. It is the Owner’s responsibility to keep South France Holiday Villas Ltd. advised of any changes at all to the property description. Any complaints arising from inaccurate property description will be referred to the Owner for resolution directly with the Client.

Availability of dates

The Owner must keep South France Holiday Villas Ltd. updated promptly of any bookings taken for the property either by themselves or by another agent. This can be done by email or phone. Owners who advertise on the SFHV Partner Network will be provided with an online account where they can update their calendar in real time.

Pricing and additional charges

The Owner must update South France Holiday Villas Ltd. of any changes to the Owner price. Any booking taken will be at the displayed price at the time of booking. Prices displayed are for accommodation only unless otherwise described and are per week and for fully furnished and equipped properties.

Once a year, generally just after the rental season (September/October), South France Holiday Villas Ltd. will request new prices for the next season from the Owner. These prices will remain in force for the full year unless otherwise advised by the Owner. If the Owner does not respond to the update request, it is assumed that the prices remain the same.

The owner must advise South France Holiday Villas Ltd. of any additional charges such as for end of stay cleaning, linen, towels, pool heating, etc. at the time of setting-up the listing. These will be detailed on the property listing. If no extra charges are detailed it is presumed that all charges are included in the rental rate. Tourist tax (Taxe de Séjour) is assumed to be included in all rental rates provided unless otherwise advised. South France Holiday Villas Ltd. Can collect and forward Tourist Tax on behalf of the owner; but does not remit this on behalf of the owner.

Payments

South France Holiday Villas Ltd. will collect the deposit payment from the rental Client on booking and will pay a 20% deposit to the Owner. At the same time, the Owner receives the



Owner Booking Advice for their record, which states any monies due and all relevant information about the Client. The balance of the rental monies will be collected from the rental Client before the date of arrival and the balance payment made to the Owner by bank transfer 21 days before the arrival date.

The security bond will be collected and held by South France Holiday Villas Ltd.. The owner has a period of 2 weeks after the departure date to notify South France Holiday Villas Ltd. of any damages or breakages. If no damages are notified within this timeframe South France Holiday Villas Ltd presumes no damages have occurred and will therefore refund the security bond.

Fees and commissions

South France Holiday Villas Ltd. charges 2 types of fees, an advertisement fee to the Owner, and a service fee to the Client.

The advertisement fee is a fee charged to the Owner as contribution towards server and marketing costs. The annual website listing fee is either a yearly fee of £60.00 (subscription plan #1) or a 3% fee per booking (subscription plan #2, default). If the Owner opts for the latter, this 3% will be deducted from the deposit payment to the Owner.

The service fee is a fee charged to the Client for the services provided during booking. South France Holiday Villas Ltd. has an active sales team and provides a personal booking service as well as a secure payment system.

Cancellations

The Owner agrees to honour any dates booked of which the Owner is updated by email, usually both before accepting a booking as well as via the Owner Booking Advice.

In the unlikely event that a significant change is made to the Property's description (i.e. the swimming pool becomes unavailable) or the Owner has to cancel the booking for some reason out of their control, a full refund will be provided by the Owner of all monies paid to them by South France Holiday Villas Ltd. immediately. In addition, there may be a cancellation fee of up to 10% of the Owner's price payable by the Owner to South France Holiday Villas Ltd. to cover their costs for sourcing and securing the booking and then managing the cancellation, unless otherwise agreed. Any claims from the Client for compensation due to disruption of their holiday plans will be directed directly towards the Owner.



Cancellations due to Covid-19

If the holiday is cancelled by the Client, it must be for one of the following reasons:

- The Foreign & Commonwealth Office (FCO) declare France, or the department in which the Property is located, as essential travel only.
- The Client is unable to travel due to travel restrictions in their home area.
- The Client or one of the party has been tested positive for Covid-19.

South France Holiday Villas Ltd. strongly advises all rental Clients to take out travel insurance with Covid-19 cover and recommend several policies which cover this to one degree or another. Therefore, if a holiday needs to be cancelled, the rental client has the option of making a claim on their insurance.

If for some reason this is not possible, then South France Holiday Villas Ltd. would aim to defer the holiday, but this is at the Owner's discretion.

If the holiday is cancelled by the Owner, then all sums paid to them must be returned in full to South France Holiday Villas Ltd. who will in turn pass this onto the rental client. In the case of a cancellation due to Covid the usual cancellation fee will be waived, but the Owner may be asked to provide reasonable proof.

Rental Regulations

The Owner is responsible for ensuring that the Property is fit for rental in health and safety terms and that the swimming pool at the Property has a security system (alarm, fence, etc) which complies with AFNOR regulations and current standards and legislation relating to ensuring that their pools and the surrounding area are safe.

The Owner must advise their property insurers that the property will be used for short term holiday rentals.

General Notes

South France Holiday Villas Limited is a company registered in the U.K. under number 7504520 at Companies House. The registered head office is 8-10 South Street, Epsom KT18 7PF, UK.

South France Holiday Villas Ltd. is not a travel agent, tour operator, property agent or rental agent. South France Holiday Villas Ltd. provide independent property owners with an advertising medium and a booking service only for the owners of the properties displayed on our website. South France Holiday Villas Ltd. accepts no liability in relation to any contract for the Property or for any services purchased.

The Property descriptions, photographs and local area information have been either supplied and/or approved by the property owners. South France Holiday Villas Ltd. are not responsible for the condition of the Property on arrival or for the on-site management provided by the Owner.

South France Holiday Villas Ltd. acts only as a booking agent for the Owner and cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. South France Holiday Villas Ltd. cannot accept any liability for any



shortcomings or defects with or in the Property as the Property is within the sole control of the Owner.

The description of the Property and facilities at the Property are based on information provided by the Owner, who certifies that the information provided is correct. South France Holiday Villas Ltd. may not be held liable for any fault on the part of the Owner in this regard, or for any changes affecting the Property or its surroundings which have not been notified by the Owner.

Rental Contracts

Once a booking has been accepted and the deposit paid, the rental Client is bound with the Owner of the Property and not with South France Holiday Villas Ltd. and incorporates the Owner's acceptance of the conditions in the Booking Conditions and Information as outlined on the following web address: southfranceholidayvillas.co.uk/page/terms

South France Holiday Villas Ltd. is responsible only for processing bookings made through the website and other advertising means and the Client is liable to the Owner and vice versa in all legal respects. No agreement or rental contract relative to the rental of a Property exists between the Client and South France Holiday Villas Ltd, who is not linked legally by any of the rental contracts between the Client and the Owner of any Property.

Complaints

Should any fundamental discrepancy between the description provided on the website and the Property itself be reported on the Client's arrival, or any of the amenities listed in the Property description are damaged or broken, or if there are any other causes for concern (e.g. issues of safety) the Owner will be advised and requested to resolve the problem whilst the Client is still at the property.

South France Holiday Villas Ltd. will not become directly involved in any disputes between the property Owner and the Client but will try to assist if there are communication problems due to language issues. South France Holiday Villas Ltd. will endeavour to act as intermediary in the case of disputes, but does not accept any responsibility for them or the outcome.

I, the Owner, have read the above and agree with these conditions and authorise South France Holiday Villas Ltd. to advertise the Property referenced above for short term holiday lettings in accordance with the Booking Conditions and Information as outlined on the following web address: southfranceholidayvillas.co.uk/page/terms.

Mr./Mrs.

Owner

Juliana Forte

South France Holiday Villas Ltd.



APPENDIX 1: “SFHV PARTNER NETWORK”

South France Holiday Villas Ltd. offers the Owner the option to make use of the SFHV Partner Network, a large network of partners to advertise the Property to its full potential, reaching millions of holidaymakers.

Some platforms advertise on an instant-book only basis, meaning that if the Property calendar is open then any open dates can be booked immediately, taking into account the set minimum number of nights and changeover days. Other platforms offer a 24-hour window to confirm or decline a reservation.

South France Holiday Villas Ltd. will commit to managing the Property on the various platforms, the Owner can choose which platform is managed by South France Holiday Villas Ltd.; which platform is managed by the Owner himself or which platform is not to be advertised on. Note that below platforms usually have a wider partner network themselves on which the Property will be featured.

Listing managed by/on	Booking confirmation	The Owner	South France Holiday Villas Ltd.	Not to advertise on this platform
VRBO (incl homeaway.co.uk, abritel.fr, fewo-direkt.de,...)	24-hour window			
Airbnb (worldwide)	instant*			
Tripadvisor (worldwide)	under construction			
Booking.com (worldwide)	instant			
HomeToGo (focus on Northern European market)	24-hour window			
Holidu (focus on Northern European market)	24-hour window			
Locasun (focus on French domestic market)	24-hour window			
Atraveo (focus on Northern European market)	24-hour window			

* Clients booking via Airbnb can only instant book when they are both trusted (have x number of reviews) and have their ID verified (passport, driver’s license). Anyone who does not meet these requirements can only send a booking request, so you can be sure that anyone booking your property via Airbnb has been vetted either by Airbnb, or us; or both.



SOUTH FRANCE HOLIDAY VILLAS

Handpicked for you

The Owner will commit to keeping his calendar up to date, this to avoid double bookings. If the Owner takes a private booking or a booking via a platform that South France Holiday Villas Ltd. does not manage, the Owner must update availability as soon as possible. The owner is responsible for avoiding double bookings and keeping the calendar up to date. If a double booking is taken due to negligence from the Owner, the booking from South France Holiday Villas Ltd. must be honoured, or the Owner is held liable for any penalties incurred due to cancellation of the booking. An ical url can be imported to facilitate synchronised calendars.

The Owner can keep his calendar up to date via his/her account on www.rentalbookingsystem.com. South France Holiday Villas Ltd. will provide the Owner with username and password by separate email.

Should the owner not be able to update the Property calendar via the abovementioned account, the Owner can contact South France Holiday Villas Ltd. by email or telephone to alert any changes to availability or description. South France Holiday Villas Ltd. will always confirm these requests, it remains the Owner's responsibility to follow up and verify any changes.

The Owner price is to be agreed between the Owner and South France Holiday Villas Ltd., who can give professional and expert advice on the Owner price and Sales price of the Property. It is agreed that South France Holiday Villas Ltd. will pay out the below Owner price for any bookings taken via South France Holiday Villas Ltd. or the SFHV Partner Network, as set out in the 'Payments' subsection of this contract. The Owner can offer discounts via his account. It may occur that South France Holiday Villas Ltd. negotiates a discount with the Owner, on behalf of the Client. In this case the Owner price in the below table will be overruled and will be as agreed for that specific reservation. Depending on the chosen subscription plan (see subsection Fees and Commissions) a 3% fee may be deducted from the Owner price shown in the below table.

< insert Owner price table >

Extra charges or fees are detailed by the Owner as per the below table.

< insert Extra charges table >