



CONTRACT OF ENGAGEMENT

This contract is between **My Holiday Marketing Ltd** (MHM / We / Us)

And

The Owner (You)

to supply the marketing and booking services as set out below for

(your/the property)

Address:

Interpretation

Unless specifically referred to as CCM Clients, reference to clients in this contract means those people who book your property.

Our service for you.

The MHM service includes the following:

Your Client Manager: Your Client Manager will be Harry Roberts. He will be responsible for the team overseeing the marketing and booking of your property. Should you have any queries Harry will be pleased to assist you. In the event that Harry is not available to respond to your query, another member of staff will be available to assist you. We will notify you should your Client Manager change and introduce you to their successor.

Quality Assurance: At least one member of the MHM team will try to visit your property and/or discuss it and its location with you by phone to enable them to better answer questions from potential clients. A contract with MHM ensures support, feedback and contact with your Client Manager at MHM.

Bookings: We will provide such services that will enable us to receive and process enquiries and bookings for your property including an online booking facility via your property's website. Enquiries and bookings received by e-mail telephone and post will be dealt with during working hours, these being 9.00am – 8.00pm seven days a week excluding Christmas Day, Boxing Day and New Years Day and any other days by prior notification. We cannot be held responsible or liable for any loss of services such as temporary loss of broadband or telephone services caused by external circumstances beyond our control.

Prompt Payments: We will transfer payments from clients (less our commissions etc) to your nominated bank account by BACS within 14 working days of the money arriving in our bank account. Clients will not be permitted to stay at the property until the full rental fees have been paid into your account or received by and therefore guaranteed by us.

Tailored Service: When it comes to marketing your property, we endeavour to tailor our service to meet your needs. We'll promote it in accordance with its individual strengths and your target markets.

Client information: We will not send individual details of any other properties directly to your clients. You will be given all the relevant client data of clients booking your property. We will use the database to encourage your clients to book your property again.

Your Website: The website for your property contains comprehensive information on what clients can expect, from basics such as the number of bedrooms to local activities and catering information. Your website is a crucial part of your property's brand. Before accepting you as a client we will discuss with you changes that need to be made to your website to make it attractive to search engines (for online visibility) and potential clients. This may include changes to text, content pages, photographs or even the re-build of the site. We will always explain why we are making these recommendations and the benefit to you as the owner.



Website Design: Where appropriate and agreed, we will design a Premium Website for you to ensure you have a site that is fit for online marketing purposes.

Web presence: We will continue to invest in achieving prime ranking of our in-house websites, including those on which your property will be featured and the researching and presentation of proposals to improve the ranking of your website, and therefore your property, on online search engines.

Marketing: Over and above the management and marketing of your website and any MHM sites on which your property appears, we will

- List your property on portal sites we believe will attract visitors to your site. We have a large database of portal sites. These are websites advertising independently owned holiday properties in the UK. We continually assess these to note those achieving high page rankings and healthy site traffic, using this knowledge to help us decide which ones best suit your target market.
- Thereafter, we will agree your budget and any paid listings adverts with you before uploading them and if you decide to pay for your advertising, invoice you accordingly. We will take into account any recommendations you may make about those sites on which we should list your property.
- List your property on other suitable free directory sites. There will be no administration charge for this service.
- From time to time, mention your property together with a link to your website on MHM Blog sites, Facebook pages and any other social network sites on which we have a presence.
- From time to time, mention your property together with a link your property on the MHM Twitter page which will be connected to postings on all our Blogs.
- Include your property within our links network which is designed to ensure your site will achieve high page rankings, on search engines. This entails placing a link to My Favourite Cottages on your Home page.
- Provide details of your property for use by us or our PR Agency, in any press releases or articles to promote our client's websites.
- Agree any late availability postings.
- Review the contents of your website including its optimisation, text and photographs and tell you about any recommendations we believe will help to improve its online visibility and appearance.
- Update all availability calendars and the descriptions included in the portal listings we have placed on a regular basis.
- Manage your website, providing search engine optimisation services, updating images, copy, price changes and testimonials as appropriate once a year. We reserve the right to make a separate charge based on our hourly rate of £25 + VAT per hour for any large additions to the website outside of the original design.

Prices:

- We will discuss rental prices for your property on an annual basis, usually between July – September for the following year. We will offer our views and recommendations on price changes, but you will have the final say on prices to be charged.
- Discounts: A negotiable late availability discount of up to 20% will be available to offer bookers as and when appropriate if there are less than 14 days to go before the date of arrival.



MY FAVOURITE
cottages

- Once prices have been agreed, we will update prices on your website and all other listing directories during the autumn. If subsequent price changes are agreed, MHM reserves the right to charge for further amendments at £25 + VAT per hour. This does not include the advertising of Late Availability discounts which shall be part of our services.

Brand confidence: We will promote and use the My Favourite Cottages brand where appropriate to establish public confidence in it and those properties associated with it to improve the appeal of your property to clients. In doing so, and to protect the brand's reputation so that it continues to work for you, we will expect you to comply with requirements set out in this contract.



Terms and Conditions

1. MHM act only as agents for the marketing and booking of your property. We are not Principals. The contract to rent your property is between you and the renter.
2. **Fees:**
You agree to pay MHM:
 - i. A standard 18% (plus VAT) commission on all income arising from any bookings generated for your property, deductible from the deposit payment made by a client.
 - ii. £12.00 plus VAT a month or £144.00 Plus VAT year to host your website for 12 months, ongoing.
 - iii. An additional 1% commission for handling a security deposit.

We will not charge you:

- i. A joining fee.
- ii. Commission on any bookings made by you and confirmed in writing by us where your property is still available up to 10-days prior to the commencement date.
- iii. Commission on any bookings arranged directly by you (i.e. not through your property's website) which start on or after the 1st November through to the last booking to end before Good Friday the following year, with the exception of the two weeks-beginning on or after to December 22nd.
- iv. Commission on any bookings for which a deposit has been paid prior to the commencement date of this contract (not the date on which this contract is signed), provided you provide us with a written list of all client bookings received before the start date of this contract.

Please note: you must tell us by E-mail or letter about any personal/private bookings you arrange in accordance with 3a-c above. *Please do not put these through your website as we will charge commission on any bookings made by this method.*

3. We will:

- i. Plan and pay for up to £500.00 of on-line advertising every year on your behalf. If you decide to cancel your contract within the first 12 months we will be entitled to invoice you for the amount that MHM has spent on advertising on your behalf.
- ii. Design and build a 12pp website for your cottage if you are paying the 18% commission rate (or whatever rate has been agreed) and the website has been included. However, if you cancel the contract within the first year MHM is entitled to charge you £500.00 for the website.
- iii. Receive and handle all enquiries on your behalf, distributing and receiving terms and conditions, booking forms and handling all payments.
- iv. Initiate an invoice through your website to be sent to the client for payment of a 30% deposit within 7 working days.



- v. Update the availability calendar on your website and all other websites and listings with calendars that we are managing on your behalf as having been booked upon receipt of a deposit payment, or for a period of 7 working days upon receipt of a provisional booking.
 - vi. Upon confirmation of a booking, determined by receipt of a deposit, MHM will e-mail all initial details to you including confirmed arrival/departure dates and lead client name, address, contact telephone number and names of other members of the group (adults and children) together with any other special requirements as have been supplied by the client.
 - vii. Transfer the balance of a 30% deposit less the full commission owed to your designated bank account by BACS within 14 working days of its clearance in our bank account.
 - viii. Transfer the remaining 70% of the balance of the hire fee plus any additional charges in accordance with your stated terms and conditions of hire by BACS within 7 working days of its clearance in our bank account.
 - ix. Retain any security deposit received from your client until 7 working days after the final day of the booking unless otherwise instructed by you regarding any deductions to be made.
 - x. Notify and agree with you of any proposed changes to your website to improve its online visibility and appeal to site visitors.
 - xi. Pay the cost of adding an appropriate booking facility to your website to enable us to take online reservations and payments on your behalf.
 - xii. Refund the security deposit to a guest within 7 days of their departure unless we have otherwise been informed by you to delay the refund or deduct a sum of money to cover damages incurred by the guest. We will not be responsible for any dispute or the management of any dispute between you and a guest regarding their entitlement to a refund of their security deposit.
4. **You will:**
- a. Provide:
 - i. Bank account details to allow us to set up a BACS payment transfer of funds owed to you in respect of a confirmed booking.
 - ii. VAT registration number in the event that your property business is registered for VAT.
 - iii. Any amendments you require to our standard terms and conditions covering the hiring and use of your property by your clients.
 - iv. Details of any security or deposit payment required including the amount and a description of its purpose.
 - v. Details of all hire fees for the forthcoming 12-months.
 - b. Grant MHM exclusive control of the content and management of your website including, but not limited to, its Availability Calendar, Booking page and Links page.
 - c. Grant us full FTP access to your website including any passwords required, to allow us to update the site as appropriate, as and when required.
 - d. Display only the My Favourite Cottages relevant contact information on the site to enable us to handle all guest and potential guest contact, unless otherwise agreed.
 - e. Inform us in good time of any changes to your property including building works, landscaping, decoration and replacement or new furniture and other fixtures or fittings.



- f. Confirm in writing (E-mail is acceptable) any private bookings made by you in accordance with 3b-d. These must be confirmed by us in writing (including e-mail) before being confirmed between you and your client.
- g. Honour the MHM booking in the event of a booking you make independently and which has not been confirmed by us, and clashes with an MHM booking.
- h. Take out appropriate holiday let, public liability and any other appropriate insurances required for your property valid for the period of this contract and guarantee to immediately renew it should it expire during the period of this contract.
We recommend that your cover includes loss of earnings. You should check with your insurance provider for further details.
- i. If applicable, provide MHM with a copy of your Access Statement and any subsequent amendments made during the duration of this contract. We can provide a sample.
- j. In the event that you decide to sell your property or cease to offer it as a holiday property, agree to inform us of your decision and to honour any outstanding confirmed bookings or refund in full, any deposit payments received by MHM.
- k. MHM will not continue to market your property once you have notified us of your intention to sell or cease to operate it as a holiday property.
- l. Not to advertise or let your property at rates other than those agreed and advertised on your property's website.
- m. Retain responsibility for the maintenance of your property whether yourself or through a manager. You agree to have an appropriate management and maintenance team in place, if not yourself, and have an appropriate contract in place with them to cover any losses incurred by you in the event that they fail to prepare or maintain the property at the required standard.
- n. Where applicable, you also agree to provide MHM with a copy of any agreement(s) and contact details of your current property management agent/team and notify us of any changes to the agreement(s) or change of agency/contractor.
- o. Notify us of any deductions to be made from a guest's security deposit within 1 week (7 days), of a guest's departure or prior to the arrival of the next guests, whichever is sooner.
- p. Ensure that your Terms and Conditions for the hire of your property include the following:
 - i. Confirmation that the rental contract is between you and your client and excluding MHM for liability on any act, neglect or default on the part of the owners or any person not within their employ or under their control.
 - ii. That the balance of payment and any security deposit must be made no less than 8 weeks prior to the arrival date.
 - iii. A Cancellation plan setting out the basis by which payments will or will not be refunded in the event of a cancellation.
 - iv. Complaints policy / terms
 - v. The reporting of damage –whether caused or discovered
 - vi. The maximum number of persons permitted to stay at the property
 - vii. The return of lost property
 - viii. Wi-Fi disclaimer (if you have Wi-Fi)
 - ix. Renter obligations

We can provide you with helpful examples of relevant terms for your consideration should you require them. Just ask.

5. We both agree that:



- a. The contract for the rental of your property is between your client and you. We act as a marketing and booking agent on your behalf, not a principal.
- b. MHM does not accept any responsibility or liability in the event of personal injury or damages whilst clients are resident in your property. You accept all claims of this nature will be directed to you, the property owner.
- c. You comply with all legal obligations upon a holiday property owner/manager including:
 - i. A Fire Risk Assessment carried out on an annual basis to ensure appropriate safety measures are in place to prevent or in the event of a fire. We recommend you contact your local fire officer for further information and advice.
 - ii. An annual risk assessment of your property and the potential activities that are likely to occur there including, but not limited to any facilities and equipment you provide.
- d. MHM is not liable or responsible for any complaints received from clients relating to your property.
- e. MHM will however act as an 'initial port of call' for any client requiring advice in connection with their rental or wishing to make a request or complaint. We will refer these to you or your designated property manager unless they can be easily resolved by us by phone or e-mail. We will also inform you of all such client contacts received and any actions we have taken.
- f. If required, MHM will be happy to discuss options for addressing the complaint with you, although ultimate responsibility for your actions will remain with you.
- g. If any complaint cannot be resolved to a satisfactory conclusion during the client's stay and consequently the client feels that the property was not up to standard, you the property owner/property management will be required to continue to deal direct with the clients and to compensate the client for any inconvenience caused if applicable, in accordance with Clause 1.
- h. If a security deposit has been agreed between you and your client or a claim against your client for compensation against damages or other breach of contract, in the event of any dispute arising from the client in terms of monies requested by the property owner from the breakage/security deposit or compensation requested by the client it is the responsibility of the property owner to receive and address these. In the event that reasonable evidence of damage can be produced, MHM pay the Owner the full or balance of security deposit as required by the Owner, and will forward any balance to the client together with the Owner's main contact details. It is understood that MHM act as the marketing and booking agent only and are not responsible for or will become involved in any dispute process between the Owner and the Client.
- i. It is the responsibility and will be at the discretion of, the property owner to address all accommodation complaints and distribute any compensation payments accordingly.
- j. MHM reserves the right to amend the terms and conditions of this contract, having notified you at least 3 months in advance of any changes. In the event that you do not agree to these changes and it is not possible to agree alternative terms, then you will have the right to terminate the contract from the point at which the revised terms and conditions would become applicable.

6. Property Standards

- a. In the event that we believe you are not maintaining the property to these standards we will contact you to discuss our concerns. Following that discussion if we still have a reasonable belief that you are offering the property at materially below the standards advertised on our website we reserve the right to terminate this agreement.



- b. If a client has to be re-located because of a material breach of the contract between you and the renters, or compensation is paid by you to the renters, commission on the full amount of the rental fee will still be payable to MHM. If you are unable to find suitable accommodation, MHM will endeavour to source this for you. MHM will charge you a minimum fee of £50 plus VAT for this service.

7. Contract Period

- a. This contract is for 1 year, and is automatically renewable on an annual basis. NB: Commission will be payable on all client bookings made during the contractual period, including those that take place after the expiry date of this contract.
- b. No commission charge for any contracts for which a deposit has already been received by you the MHM client or another agent on your behalf will not be made by MHM. However you agree to adhere to all other terms of this contract in respect of these bookings.

8. Cancellation Policy

- a. If you wish to cancel your contract with MHM this can be carried out after a minimum 12 months from the start date, thereafter a minimum of 3 months notice will apply.
- b. Notice of cancellation will be required in writing and posted to My Holiday Marketing Ltd, The Old Kiln, Barnstaple, Devon, EX32 7AA. E-mail notification is not accepted.
- c. In the event the property owner / manager materially breaches this contract MHM will invoice the property owner / manager for a proportionate amount of the reasonable expenses incurred in marketing the property, up to a maximum of £600 plus VAT to include a proportion of any costs incurred in site listings.
- d. In the event it is agreed that a renter is entitled to receive a full or partial reimbursement of rental, MHM will refund the renter and you will refund the same amount to MHM upon receipt of their invoice. MHM reserves the right to deduct this amount from any funds MHM is holding against current bookings for the property at this time.
- e. In the event of a contract not being renewed or terminated by either party MHM will transfer the balance of any funds owed to the MHM client in accordance with the terms of this contract. MHM will also remove all Portal site listings advertising the client's property, all MHM Links Club links and terminate or transfer responsibility for the availability and booking software to the MHM client.
- f. In the event that we wish to make additional changes to your contract not covered by 9e, we will explain the reason for these and discuss and agree these with you prior to their incorporation within the new contract. Such amendments, once agreed will only take effect upon the renewal of your contract.
- g. If you do not wish to renew your contract you will be required to follow the termination procedures as set out in this contract.

9. Security Deposits

- a. Within the terms set out in Clause 1, MHM will collect and return or make deductions upon receipt of your instructions to a client's security deposit (where appropriate) on your behalf in accordance with the terms and conditions set out in your agreement with the client. An additional 1% commission will be charged if a security deposit is required due to the additional workload required to handle the deposit.

Signed (MHM)
(Client)



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Name: Harry Roberts (MHM)
..... (Client)

Date: (Client) (MHM)