

## **Terms and Conditions for Services provided by BookingManager B.V.**

### **1. Definitions**

“Accommodation” means apartments, rooms or houses that Provider offers for rental or use via internet or other media.

“BM” means BookingManager B.V., also operating under tradename BookingManager.com.

“Channels” mean the various booking companies or other intermediary contracted by BM that operate websites or other media where Providers can offer their Accommodation for use or rental and Bookers can book such Accommodation and to which BM transmits the Content via its Platform for promotion of Provider’s Accommodation.

“Content” means the promotional brochure/page of the Accommodation, including pictures, details and text, developed by BM, for the promotion of the Accommodation and to be displayed on the Channel’s websites or other media.

“TAC” mean these Terms and Conditions for Services provided by BookingManager B.V.

“Service and Registration Contract” means the agreement between BM and Provider in which the details and price of BM’s Services and the Accommodation are described and agreed.

“Services” mean the sales and booking services provided by BM or any of its affiliates, including the use of the Platform, as further described in article 3.

“Platform” means BM’s website [www.bookingmanager.com](http://www.bookingmanager.com)

“Provider”: the individual or entity that owns the Accommodation or the individual or entity (including professional property managers) authorized to arrange or enter into rental or use agreements of such Accommodation directly with Bookers.

“Booker” means the party that reserves or books the Accommodation with Provider via a Channel’s website or other media and enters into a rental or use agreement to rent such Accommodation directly from Provider.

“Buyer” means a Booker that paid a prepayment to BM.

### **2. Applicability**

These TAC, as may be amended from time to time, apply to any Services provided by BM or by any of its affiliated companies and apply to the use of the Platform. These TAC form an integral part of the Service and Registration Contract, order confirmations, orders, or any other contract with respect to the use of the Platform and/or the Services provided by BM. By using or registering on BM’s Platform, or any of its applications, or using BM’s Services, Provider acknowledges and agrees to have read, understood and agreed to these TAC. Provider agrees that future amendments to these TAC may be communicated via email and/or BM’s platform and/or BM website, and Provider acknowledges that it agrees with these amendments by using the Platform and/or BM's Services.

### **3. Scope of BM’s Services**

- 3.1.1 For the duration of a Service and Registration Contract BM provides sales and booking Services to Providers with respect to their Accommodation. BM’s Services will be performed and provided both from Europe and Asia.

3.2 BM's Services consist of facilitating and supporting Providers in listing, promoting and display of its Accommodation on Channel's Websites or other media, via BM's Platform, and the provision of access to the Platform to enable Providers to manage the availability etc. of their Accommodation.

These Services to Providers include:

- developing Content for the promotion of Accommodation on Channel's websites or other media;
- transmitting Content of Accommodation via the Platform to websites of the various Channels, to be listed and promoted by these Channels;
- providing access to BM's Platform by creating an account and a dashboard;
- active monitoring and management of Channels;
- advising Provider on pricing and management of yielding;
- advising Provider on styling and interior of their Accommodation;
- customer support in case necessary;
- providing support by a Support desk;
- developing direct channels for Provider.

3.3 BM's Platform, including BM's Services, is merely aimed to connect with Channels' website and is not providing access directly to Bookers. BM is not, and will not be, involved in, nor be responsible for the rent or use of the Accommodation, cancellation or other issues related to bookings, or the direct promotion of that Accommodation to Bookers. Agreements for use or rental of Accommodation will be concluded between Booker and Provider directly. BM is and will not be a party in any such agreement concluded between the Bookers, Providers and/or Channels regarding the rent or use of Accommodation and is not liable for the (non) fulfillment of any obligations derived from or related to these agreements, even if BM facilitates Provider with its contact with Bookers. The (non) fulfillment of these agreements is Provider's sole responsibility.

3.4 As a service to Provider(s), BM instructs Channels to apply BM's preferable cancellation policy for Bookers at the Accommodation webpage, as part of the Content. However, Channels may choose to apply their own cancellation policy.

In cases of no show or cancellation by Bookers, Providers must contact BM's international service number immediately.

In the event BM charged the prepayment, Booker's payment details might be available to BM. Only then will BM assist Provider in collecting cancellation fees from Bookers, as BM might then be able to charge the Booker for these cancellation fees. In that event Provider needs to fill in a request-form to be provided by BM support. If charging of the cancellation fee is successful, BM will pay out that fee to Provider after the expiration time of the charge back period of the credit card company involved. In general the charge back period is 4 months. BM will invoice a credit card commission of 2.5% ex. VAT to Provider. BM cannot guarantee payment of such fees by Bookers. In the event BM is not able to collect cancellation fees because of situations such as the expiry or blocking of credit cards or the non-provision of credit card information, BM shall not be liable for any damages or costs as a result thereof.

3.5 BM is Merchant of Record. In case of a dispute: BM assists the buyers in order to solve any problems originated from the purchase of the services, BM will hold full responsibility over the disputes opened by buyers, such as chargebacks, complaints of any kind, cancellations and refunds.

#### **4. Channels terms and conditions**

Any agreement related to the rent or use of Accommodation will be subject to the terms and conditions of Channels on whose media the Accommodation is displayed. BM advises Provider to check the applicable terms and conditions on the Channel's websites.

#### **5. Registration process, Provider account, pricing**

- 5.1 The use of BM's Services and Platform requires that Provider has previously registered at the Platform. BM starts providing the Services after the Provider provided for all necessary details by filling the requested details in the Service and Registration Contract and both parties signing the Service and Registration Contract or Provider agreeing online with the Service and Registration Contract.
- 5.2 After conclusion of the Service and Registration Contract, registration of listing will be confirmed by BM and a login code for an Provider account will be provided to Provider. After this confirmation BM shall upload the Content on the Platform. In case Provider already offers its Accommodation at a website of one or more Channels, the concerning webpage(s) will be transferred to a BM page in order to be offered via BM's Platform. Providers shall enable and cooperate with BM to transfer said webpage.
- 5.3 Provider and BM will agree on the prices of Accommodation to be offered, as well as the bandwidth in which the price may vary during a year. Provider agrees to accept all bookings made by Bookers within this bandwidth. In case Provider and BM agree on dynamic pricing, Provider will accept the prices as set by BM. When Provider also offers its Accommodation through other media than the Platform, Provider guarantees to offer its Accommodation at the same prices as offered via BM's Platform. In case public prices on other media than the BM Platform are lower than the prices as set by BM, BM has the right to adjust the prices in the BM Platform to match the lowest public price found.
- 5.4 An Provider account is not transferable. Provider ensures that his Provider account is only used by himself and that his password is kept secret.
- 5.5 By providing the confirmation as in 5.2, Provider receives the limited, revocable, and non-exclusive right to use the Provider account for managing its Accommodation in accordance with these GTC. BM is entitled to refuse to upload or to alter certain information of Provider if reasonably necessary in terms of safety, integrity, prevention of damages to BM or others.
- 5.6 By signing a Service and Registration Contract or agreeing with the Service and Registration Contract online, the Provider authorizes BM (i) to transmit all Content to Channels on behalf of Provider, and to make Accommodation available to Channels for publication and booking on their sites or other media and, (ii) to promote Providers' Accommodation for rental or use to each Channel contracted by BM.
- 5.7 Provider realizes that BM has no influence on which Booker is finally renting or using the Accommodation and Provider shall not make any exception in accepting bookings from Bookers in that respect.

- 5.8 BM is entitled to permanently or temporarily exclude (block) an Provider from using the Platform if this is reasonably necessary in terms of safety, integrity, prevention of damages to BM or others, capacity limitations or for the implementation of technical measures, and also when such restrictions serve to improve or maintain the performance of the Services used.
- 5.9 BM reserves the right to visit Accommodation during the term of the Service and Registration Contract to establish whether the Accommodation conforms to BM's standard and to review if the information provided by Provider is correct.

## **6. Obligations of Provider, availability**

- 6.1 Provider guarantees 70% of his available nights to BM. In the event Provider does not comply BM has the right to terminate the partnership.
- 6.2 The Content and information transmitted by BM to Channels, shall be based on information provided by Provider.  
It is Provider's responsibility to provide BM with correct prices, availability, additional information (such as cost of cleaning etc.) and other information related to the Accommodation.  
Although BM will use reasonable care in performing its Services, BM will not verify if, and cannot guarantee that all, information and Content eventually posted on the Channel's websites or other media is accurate, complete or correct, or is in adherence with any laws and regulations.
- 6.3 It is Provider's responsibility to maintain the availability of its Accommodation at the Platform, to keep his account up to date with respect to prices and availability and in the event of changes, to update it immediately.  
To prevent double bookings, BM prefers and advises Provider not to offer its Accommodation(s) through any other medium than through BM's Platform during the term of the Service and Registration Contract.  
In case Provider also offers its Accommodation through other media than the Platform, it is Provider's responsibility to keep the availability and the minimum length of stay in line with the availability and minimum length of stay offered at the Platform and to avoid double bookings. In case the availability and/or the minimum length of stay on other media is not in line with the BM platform, BM has the right to adjust the availability and the minimum length of stay on the BM Platform to match the publicly offered availability and minimum length of stay.  
Provider agrees to accept every booking of its Accommodation that is in accordance with the availability provided by Provider in his account on the Platform. In case of double booking(s) it is Provider's responsibility to arrange alternative accommodation for bookings made via other media.
- 6.4 Provider will not cancel or change a booking directly with Booker, but will communicate with BM directly. In case Provider is forced to cancel or change a booking for whatever reason, Provider shall (i) pay BM a handling fee of EUR 100,- (excl. VAT) for each cancelled or changed booking and, (ii) compensate BM for the costs of relocation in the event BM needs to offer alternative Accommodation to a Booker for a different price than originally agreed. If an Provider cancels bookings more than three times, this can be a valid reason for BM to remove all Provider's Accommodation(s) from the Platform and/or to terminate the Service and Registration Contract with immediate effect.

- 6.5 Provider warrants that (i) the information Provider includes as part of the registration process and thereafter enters into its Booker account is accurate, up to date and not misleading and that there are no 'hidden fees', (ii) Provider is legally entitled and authorized to offer its Accommodation for rental or use and to enter into such rental or use agreements, (iii) Provider's Accommodation, and the use or rent thereof, complies with applicable local laws and regulations to enter into such rental or use agreements (iv) Provider has all necessary permits and licenses, and fulfills any law or regulation necessary to rent its Accommodation (iv) the use or rental of the Accommodation is not infringing rights of third parties, (v) the Content is not infringing rights of third parties and, (vi) that the Accommodation is tidy and clean and all furniture and appliances are in working order and according to normal expectations of a Booker.
- 6.6 Provider guarantees he will be available to be contacted by a Booker from 2 days before an arrival date until after departure. If a Booker contacts BM because the Provider is not reachable, BM is entitled to invoice Provider a handling fee of 100 euro ( ex VAT).
- 6.7 Provider guarantees to uphold a good service level. If a Booker has a problem or a complaint about the Accommodation, Provider will deal with it and try to keep a Booker satisfied according to reasonable standards. If however a complaint has to be handled by BM support, BM is entitled to invoice Provider a handling fee of 100 euro ( ex VAT) .

## **7. Intellectual property**

The software required for BM's Services, available at or used by BM's website and the intellectual property rights (including the copyrights) related to Content, the Platform itself, or any information or material on the Platform are owned by BM.

Provider is not allowed to re-sell, copy, display, download or reproduce any Content, software, products or services available on BM's Platform.

Provider provides BM a worldwide, royalty free right to (i) use, reproduce, transmit, display, publish and distribute the Content and to grant access to the Content to third Parties via sites or any marketing and promotional material (ii) edit, adapt or translate the Content for promotional purposes.

## **8. Privacy**

BM respects the Provider's privacy. Except for disclosures required by law or any authority in any relevant jurisdiction, BM will not disclose Provider's personal data, such as name, email address and payment details to third parties, without Provider's consent. Provider permits BM to transfer Provider's personal data, as provided in the Service and Registration Contract, necessary for transmitting to the Channels for the purpose of the promotion, payment and processing of the Accommodation bookings. A full version of our privacy policy you can find on our website.

## **9. Fee and Payment**

- 9.1 For the provision of Services, BM shall charge the following fees, to be further described in the Service and Registration Contract.
- A) Provider shall pay a set up fee, which is a fixed amount per Accommodation, as further specified in the Service and Registration Contract.  
BM shall invoice the set up fee after Parties agreed on the Service and Registration Contract. The set up fee will be due 7 days after the invoice date.
- B) Irrespective whether Provider has received a payment from a Booker or not, Provider shall pay a BM fee as a percentage of the total booked turnover (booked

turnover means the price of the rent, incl. VAT and local Taxes of all bookings of Provider's Accommodation via BM's Platform). The BM fee ranges from 6,5% to 8% ex VAT over total booked turnover incl. VAT and local taxes.

BM shall invoice the service fee after each month in which the arrival date of the booking(s) of Accommodation takes place. The service fee will be due 7 days after the date of the invoice.

D) BM will charge the handling fees, rate differences and prepayment refunds to guest for Provider cancellations and overbookings as mentioned in article 3.4, 6.6 and 6.7. These fees will be due 7 days after date of invoice.

E) If any amount due to BM is not received in time, Provider shall be in default and BM is entitled to charge 25 euro (ex. VAT) for every overdue payment [and 1% interest per month over the amount due].

- 9.2 All mentioned fees invoiced by BM to Providers are excluding VAT. In addition to the fees mentioned in 9.1, BM shall invoice sales fees or commissions charged by Channels.
- 9.3 Provider will pay the BM invoices via direct debit. Direct debits will be processed by Adyen N.V.
- 9.4 BM may change service and handling fees at any time. However, changes in service fees will not impact any bookings of Accommodation that have been already agreed before the fee changed. BM will always inform Provider about the exact change of the applicable fee.
- 9.5 In case of termination of the Service and Registration Contract for any reason, all outstanding invoices or future fees, shall become due immediately and shall be collected by BM and paid by Provider immediately.

## **10. Liability**

- 10.1 BM shall only be liable for direct damages of Provider due to an attributable shortcoming of BM's obligations in respect of a Service and Registration Contract, up to the aggregate amount of the fee paid to BM under a Service and Registration Contract related to the damage causing event (whether for one event or series of connected events).
- 10.2 BM shall not be liable for any damage, or costs, suffered by Provider, which is arising out of or in connection with the use or rent of the Accommodation, including any (partial) cancellation, no show by Bookers, overbooking, strike, force majeure or any other event beyond BM's control.  
BM shall not be liable for any indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation.  
Further, BM shall not be liable for any damages or costs as a result of or in connection with (i) inaccuracy of the information or Content posted on a Channel's website, including rates and availability, (ii) services or products rendered by a Channel, (iii) the use, inability to use, interruption, errors or delay of BM's website and/or Platform.
- 10.3 Provider agrees to defend, indemnify and hold harmless BM from any claims of third parties, including Channels and Bookers, regarding damages, losses, proceedings, liabilities, expenses, arising out of or related to the use or rent of the Accommodation, or related to any of the circumstances as mentioned in article 6.5.

10.4 BM has the right to transfer its rights and obligations in this contract in whole or part to a third party.

**11. About BM**

All of BM's services are rendered by BookingManager B.V. which is a private limited liability company, incorporated under the laws of the Netherlands and having its office at Kerkstraat 350A, Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under registration number 71558896. The Platform [www.bookingmanager.com](http://www.bookingmanager.com) is a service of BookingManager B.V., the Netherlands.

**12. Duration, Termination**

12.1 Unless otherwise stated in the Service and Registration Contract, any Service and Registration Contract will be concluded for an indefinite period and will start at the moment that both parties sign the Service and Registration Contract or Provider agrees online with the Service and Registration Contract.

12.2 Unless otherwise stated in the Service and Registration Contract, either Party may at any time and for any reason terminate (without judicial resolution) a Service and Registration Contract with immediate effect and without previous notice. Termination must be done in writing (e.g. letter, fax, e-mail). Termination of a Service and Registration Contract does not affect running rent or use of Accommodation, existing bookings of Accommodations, pending offers for such rent or use and does not affect pending payments, fees to be paid or claims on payments.

**13. Applicable law**

These General Terms and Conditions, each Service and Registration Contract and the provision of BM's Services shall be governed by and construed in accordance with Dutch law and any dispute arising out of that shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.