



Your Stay Stratford upon Avon

Property Owner Terms & Conditions

Plain and Simple Version

- We create you a stunning profile with great photography to showcase your property in its best light in order to achieve the best bookings possible.
- We handle all bookings, guest communications using our software and management systems.
- Where we can, we aim to satisfy any requests the guests may have.
- We collect payment from the guests either through our own payment platforms or through the Approved Booking Suppliers such as Airbnb, Booking.com or Trip Advisor.
- We prepare the property in advance of each new guest arrival. This includes preparing all the rooms to a very high standard.
- We review each guest and collect reviews on your behalf.
- We disburse your funds usually within 14 days after the previous calendar month to a bank account of your choosing.
- We deal with any minor maintenance issues as soon as practically possible and believe in pro-active action to minimise down-time.
- We wish to have a good relationship with all our property owners, so we don't wish to tie you into a long-term contract. If it doesn't work for you, no problem.

Property Owner Terms and Conditions – in more detail

1. INTRODUCTION

2. Your Stay Stratford upon Avon provides value-added services to property owner and guests.
3. These terms and conditions (“Property Owner Terms”) apply to your registration as a “Property Owner” with Your Stay Stratford upon Avon and to any and all services which we supply to you, as a Your Stay Stratford upon Avon registered customer (“Customer”). Your registration with Your Stay Stratford upon Avon is conditional on your agreement to these Property Owner Terms in full.
4. In these Property Owner Terms, 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”.
5. 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 Full Management 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.
6. We may amend these Property Owner Terms at any time by posting the amended terms on the website Your Stay Stratford upon Avon.co.uk (“Site”). All amended terms will automatically take effect immediately on posting. Please check these Property Owner Terms periodically to inform yourself of any changes. In continuing to use the Site and/or our Full Management Service you confirm that you accept the then current Property Owner Terms in full at the time you use the Site and/or our Full Management Service. These Property Owner Terms should be read in conjunction with our Website Privacy Policy and Cookie Policy, which are posted on the Site.

2. FULL MANAGEMENT SERVICE

Your Stay Stratford upon Avon offer a full management 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 Your Stay Stratford upon Avon's own booking platform. There is no obligation upon Your Stay Stratford upon Avon to inform the property owner of a specific booking.

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 Property Owner Terms ("Full Management Service"):

2.1.1 Full Management Services (as set out in Appendix A)

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

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

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

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

2.3 We are entitled to appoint sub-contractors to provide any and all of the Full Management Service to you ("Third Party Suppliers") and the terms and conditions of such third-party services shall apply to the relevant services in addition to these Property Owner Terms.

3. PROPERTY OWNER OBLIGATIONS

3.1 In order to allow us to provide the Full Management Service set out in these Property Owner Terms you agree that you will:

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 Full Management Service, at all times; and the delivery to us of (a copy of) the keys to the Property;

3.1.2 liaise and cooperate fully with us in the provision of the Full Management 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 Property Owner Terms;

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 Full Management Service, directly or indirectly solicit or entice away (or attempt to solicit or entice away) any

employees or contractors of Your Stay Stratford upon Avon, including our cleaners, from our employment or engagement.

3.2 By agreeing to these Property Owner Terms 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 software.

3.3 You understand and agree that Your Stay Stratford upon Avon 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 Property owner Terms or the terms of any agreement you may have in place with the Approved Booking Supplier from time to time.

4. CHARGES AND PAYMENT

Details of our current charges for our Full Management Service (“Charges”) are set out in Appendix D or as otherwise agreed with you.

4.1 We will render an invoice monthly to you to include, but 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 Full Management Commission is based on.
- Your Stay Stratford upon Avon total fees (including cleaning fees paid by the guest). We reserve the right to suspend our Full Management Service if we do not receive payment within the payment window following the provision of the service.

4.2 The provision of Full Management Services shall be governed by the Approved Booking Supplier’s terms and conditions and any fees payable for such services shall be included in the accommodation fees quoted by the Approved Booking Supplier.

4.3 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.

4.4 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 Full Management Service in accordance with these Property Owner Terms.

5. TERMINATION / CANCELLATION

5.1 If the Your Stay Stratford upon Avon account is terminated for any reason, the agreement between you and us set out in these Property Owner Terms shall immediately terminate.

5.2 Upon termination of the Your Stay Stratford upon Avon account we will cease to provide our Full Management Service to you with immediate effect.

5.3 The Charges for our Full Management Service provided up until the date of termination shall become payable immediately following termination and receipt of our final invoice.

5.4 You agree to pay interest on any amount payable under these Property Owner Terms and not paid on the due date, for the period from the due date to the date of payment at a rate equal to 5% above the Bank of England base rate from time to time.

5.5 Should you wish to cancel your agreement with Your Stay Stratford upon Avon, please do so in writing (or via email) and you will receive your final invoice.

5.6 There is no set term contract, so either party may terminate the agreement at any time.

6. LIABILITY

6.1 You agree that our liability in respect of any loss under these Property Owner Terms will be limited in accordance with the terms 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 Full Management Services requested by you are unavailable.

6.4 We will not be liable to you or be deemed to be in breach of these Property Owner Terms 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 other similar occurrences.

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 Property Owner Terms (even if we have been advised of the possibility thereof) and whether such loss arises as a result of negligence, breach of contract, 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 Property Owner Terms and the Full Management Service provided hereunder (including, without limitation, with respect to property damage, damage to valuable or fragile items at the Property, personal injury or death will be limited to the cost of obtaining replacement services or the amount of the Charges payable by you for our Full Management Service within the 12 (twelve) months up to the date on which the liability is calculated, whichever is the higher amount.

6.7 You agree that by giving keys to your Property to Your Stay Stratford upon Avon, you are allowing access to each of Your Stay Stratford upon Avon' employees, contractors and agents to your Property.

6.8 You agree to allow Your Stay Stratford upon Avon to utilise any of our own marketing materials on your property for the duration of our provision of Full Management Service.

7. MISCELLANEOUS

7.1 Each of the parties hereto warrants that it has the power to enter into the agreement set out in these Property Owner Terms and has obtained all necessary approvals to do so.

7.2 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 Property Owner Terms, express or implied.

7.3 Each party acknowledges that these Property Owner Terms & Conditions, the Website Terms, Cookie Policy and 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.

7.4 The parties agree that these Property Owner Terms are fair and reasonable. However, if any provision of these Property Owner Terms 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 Property Owner Terms shall be enforced in such manner as carries out as closely as possible the intent of the parties hereto.

7.5 No failure or delay by us in exercising any right or remedy provided by law or under these Property Owner Terms 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.

7.6 These Property Owner Terms 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 courts.

Appendix A

Full Management Services

Your Stay Stratford upon Avon 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.
- Collect payment from the guests using our secure payment platforms and disburse to you, the Property Owner usually within 14 days of the previous month's end.
- 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 A and Part B below, Your Stay Stratford upon Avon 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 Your Stay Stratford upon Avon' discretion and subject to availability).
- Carry out a final visual check to ensure that the Property is ready for the Guest(s).
- We do not provide check in services on weekends or Bank Holidays.

Part B – Property owner's Obligations relating to Housekeeping

The Property owner shall:

- Provide Your Stay Stratford upon Avon with a vacuum cleaner, toilet brush, mop and bucket and all essential cleaning cloths and products.
- Inform Your Stay Stratford upon Avon if there are any items which are particularly fragile and mark them as such.
- Lock away any expensive, irreplaceable and/or fragile items.

Part C – Excluded Items

Your Stay Stratford upon Avon shall not undertake the following activities:

- 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
- Deep Cleaning may be arranged at an additional cost and with prior booking and agreement.

Linen Services

Part A – Your Stay Stratford upon Avon' linen service

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

- Mattresses (and mattress toppers and protectors) *
- Duvets
- Pillows
- Pillow Protectors
- 2 x fitted or flat sheets per bed
- 2 x duvet covers per bed
- Appropriate number of pillowcases
- 1 bath towel per Guest
- 1 hand towel per Guest
- 1 bath mat per bathroom
- 1-2 tea towel

For the avoidance of doubt, the above items will only be provided once, at the start of the Booking. If the Property Owner or Guest wants any of the items to be changed then they will need to request this direct to Your Stay Stratford upon Avon, subject to availability and extra charges.

- A Property owner may not wash and reuse certain linen items. *

Appendix B

Self-Check-in Services

Your Stay Stratford upon Avon operates a self-check-in policy and shall:

- Install (at the Property owner's cost) a secure lock box or secure key safe padlock to hold the keys to the Property.
- Create a digital "Property Guide" where necessary for the Guests, which will be given to each guest in advance where possible. The digital guide will contain the current key box or key safe padlock code with detailed instructions and video (if applicable) to locate and operate it. The digital guide will only be given to confirmed guests.
- Meet and Greet services can be arranged at an additional cost and only by advance arrangement.

Appendix D

Commission Calculation Example

The following formula is used to calculate the disbursement due to Property Owners. The funds for the calendar month previous will usually be disbursed no later than 14 days after the end of the previous calendar month.

1. Guest Pays Approved Booking Supplier a sub-total amount plus a cleaning fee and any other arranged fees for extra services.
2. The Approved Booking Supplier's commission will be deducted, and the balance paid to Your Stay Stratford upon Avon.
3. The original booking total is the Commissionable Amount.
4. Your Stay Stratford upon Avon retains 15% of the Commissionable Amount.
5. The balance is disbursed to the Property Owner usually no later than 14 days after the end of the previous calendar month.

Example – 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, Booking.com, Trip Advisor or another Approved Booking Supplier.

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

The OTA will take their commission (generally approx. 15%). In this example, I will use 10% of the total, £42.50. This fee is retained by the OTA, and the balance transferred to the host.

Your Stay Stratford upon Avon as the host will receive $£332.50 + £50 = £382.50$

The commissionable amount is **£425.00**.

The commission of 15% is £63.75 You will be transferred **£318.75**.