

Terms & Conditions

Terms of website use

This web page (together with the documents referred to on it) tells you the terms of use on which you may make use of Our website

www.bighouseholidayrentals.com (“Our Site” or “the Site” or “this Site”). Part 1 (General Provisions) is applicable to all Users of Our Site, whereas Part 2 (Registered User Provisions) is applicable to all users who register themselves with Our Site.

Please read these terms of use carefully before you start to use the Site. By using Our Site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using Our Site, as per clause 3.1.6.

PART 1: GENERAL PROVISIONS

1. Definitions

The following definitions apply to these Terms:

When the following words with capital letters are used in these Terms, this is what they will mean:

- 1.1 “**Accommodation**” means the period of time for which a Property Provider provides accommodation at their specified property to the Renter as set out in the Booking and agreed by Us or the Property Provider;
- 1.2 “**Activities**” means extra services and activities provided by third-party organisations/suppliers, providing such services at the Accommodation and who may be introduced by Us to Renters and with whom Renters then book relevant services direct with the organisations/suppliers. This includes (but is not limited to) services such as catering, equipment provisions, leisure & sporting events, craftworks, lessons, exhibitions, demonstrations. There is no charge to Users for this introduction service but Users are advised that We may receive commissions for the introductions;
- 1.3 “**Advertised Rate**” means the total advertised price payable by a Renter in connection with their Booking. It may also be referred to as the “Total” or “Property total” or “Total price” or “Grand total” on the Site booking/payment pages. This sum includes the Introduction Fee

(as defined in Clause 25), the Rental Rate and the Utilities Surcharge. It does not include the Security Deposit. It may or may not include Extras, depending on when they are requested. In all cases, the exact payment terms of the Advertised Rate and any parts therein and any Extras and the Security Deposit will be communicated to the User/Registered User/Lead Renter before they enter into a contract for their Booking via the Site or other written communications;

- 1.4 **“Balance Payment”** means the balance of the Advertised Rate payment plus any Extras not already paid for due to the Property Provider from the Renter after the Booking Payment has been paid. This will be approximately 60% of the Advertised Rate. If applicable, this is payable 6 (six) calendar months before the Check-In Date. If the Check-In Date is within 6 calendar months from the initial booking date, then this payment will be collected as part of the Booking Payment. We will collect this on behalf of the Property Provider in most instances via online card payment facilities. Occasionally it is paid direct to the Property Provider;
- 1.5 **“Booking”** means the act of requesting and entering into a legally binding contract to hire a specific property from a Property Provider for a specific number of days (the Accommodation) at an agreed total cost. The Booking and its related contract are created the moment the User or Registered User is sent a Booking Confirmation (whether received or not) after making a payment either via the Site for Our introduction Fee (either in whole or in part) or any payment direct to the Property Provider for any portion of the Advertised Rental Rate. From that point forwards Users/Registered Users are referred to as Renters. The maximum length of a Booking is 31 days;
- 1.6 **“Booking Confirmation”** means the email sent to the Lead Renter following receipt of the Booking Payment or the Introduction Fee;
- 1.7 **“Booking Payment”** means the initial payment due for securing the Booking. It may be referred to as the ‘Deposit’ in the Site booking/payment process pages. It comprises Our Fee and the initial payment to the Property Provider as defined by the Property Provider’s own terms and conditions (also known as the “Booking Payment”) and agreed by the Renter/Lead Renter. This is typically a sum equal to 35% of the Rental Rate, plus Our Fee and is therefore approximately 40% of the Advertised Rate, (but can vary). If the Check-In Date is within 6 calendar months from the initial booking date, then this payment will equal 100% of the Advertised Rate plus all Extras (which are also referred to as the “Total” or “Property total” or “Grand total” on the Site booking/payment pages). In all cases, the exact payment terms of the Booking Payment will be communicated to the User/Registered User/Lead Renter before they enter into a contract for their Booking. We will collect this payment

on behalf of Us (for Our Fee) and the Property Provider (for their payments) via Our online card payment facility;

- 1.8 **“Booking Request”** means the process of submitting a request to hire a property from a Property Provider either through the Site internal booking process or via direct communications with Us or direct with the Property Provider. For the avoidance of doubt it may also include any means of communication sent by the User/Registered User/Lead Renter to Us to request further information or clarification of Terms or to request the booking of Accommodation;
- 1.9 **“Booking Request Reply”** means the email or website page or other communication that communicates to the User/Registered User/Lead Renter the payment terms offered to secure the Accommodation and the whole price (including the Advertised Rate and any Extras and the Security Deposit and the Payment Schedule detailing the same) to be charged for the Accommodation referred in in the Booking Request. This communication does not constitute an offer or acceptance but is an ‘invitation to treat’ by Us to you. However, it does constitute a part of the Booking contract once the Booking is established;
- 1.10 **“Check-in Date”** means the date (and time) on which the Accommodation will begin and the Property will be made available to the Renter as communicated to the Lead Renter by the Booking Confirmation or the Booking Request Reply. **Check-Out Date** means the date and time on which the Renters must vacate the Property as communicated in the same way;
- 1.11 **“Content Standards”** means Our content standards as set out in clause 3.3;
- 1.12 **“Extras”** means the chargeable extra items any Renter can add to their Booking, (where available or applicable) such as costs for permission to bring pet dogs, costs for hiring additional towels or linen, costs of hiring additional accommodation space such as annexes or adjacent buildings, which do not constitute part of the Booking Accommodation but are available for hire at an additional cost. These costs will be communicated to you as part of the Booking process and within the Booking Request Reply and Payment Schedule where possible but may be communicated separately, particularly if added at a later stage;
- 1.13 **“Fee”** means the fees payable to Us under the provisions of clause 25;
- 1.14 **“Lead Renter”** means the individual who completes the Booking, i.e., the lead name on the Booking documentation via Our Site processes. This person must be a Registered User of the Site;

- 1.15 **“Property Provider”** or “Property Providers” means the legal occupiers and operators of any property listed on the Site;
- 1.16 **“Property Services”** means the services provided by a Property Provider in regard to the Accommodation booked by a Renter. This includes items such as water, sewerage, electricity, heating, hot and cold water, furniture, fixtures and fittings, plant, equipment and machinery, gardens, parking, etc. This is not an exhaustive or limited list and includes any items associated with the normal provision and use of a residential property for use as a self-catering short-term holiday accommodation as well as items listed on Our Site that are particular to an individual property listing;
- 1.17 **“Registered User”** or “Registered Users” means a user registered under the terms of clause 17;
- 1.18 **“Rental Rate”** means the price to be paid by a Renter to the Property Provider to hire a property for a specific number of days (the “Accommodation”). It may also be referred to as “Full rate” or “Accommodation price” in the booking and payment pages of the Site. This rate does not include Our Fee, or the Utilities Surcharge or any separately detailed charges for Extras or the Security Deposit;
- 1.19 **“Renter”** or “Renters” means the person or organisation successfully placing a Booking with a Property Provider and entering into a legally binding contract and includes any person staying at the Accommodation as a part of the Booking;
- 1.20 **“Security Deposit”** means the sum of money to be paid by the Renter to the Property Provider which is then held by the Property Provider as security against damages, as per the terms specified in the Property Providers’ own terms and conditions. This sum is payable a minimum 14 days before the Renter’s Booking Check-In Date. The actual sum payable is communicated in the Booking Request Reply or during the Booking process of Our Site.
- 1.21 **“Terms”** means the terms & conditions set out in Part 1 (General Provisions) and Part 2 (Registered User Provisions).
- 1.22 **“User”** or “Users” means any user of the Site;
- 1.23 **“Utilities Surcharge”** means the sum charged by the Property Provider as a specified sum to cover the cost of providing utilities such as the heating of the house, the swimming pool heating (if applicable) and any AGA or other range cooker fuel costs (if applicable), as well as the provision of electricity, hot and cold water, and drainage and sewerage of the same as well as VAT (if applicable) at the prevailing rate. The Utilities Surcharge is included in the Rental Rate, but is subject to possible increases in line with

the Retail Price Index (“RPI”) rate of inflation, should RPI increase by more than 3% per annum during the time between the date the Booking is contracted and the Check-in Date. Any surcharge payable under this term will be communicated to the Lead Renter at least 14 days prior to the Check-In Date and will become payable at the same time as the Security Deposit. We may, at Our sole discretion, waive the Utilities Surcharge. This surcharge is necessary to accommodate the fact that the rates for utilities/heating costs are liable to change significantly over time and at short notice to reflect changes in the underlying costs charged by suppliers;

1.24 When We use the words "writing" or "written" in these Terms, this will include e-mail between Us at the Lead Renter and text within the Site unless We say otherwise.

2. Information about Us

www.bighouseholidayrentals.com is a website owned and operated by Big House Holiday Rentals Limited ("We" or "Us" or "Our" or "The Company"). We are a Limited Liability company registered in England and Wales under company number 06179676 and have Our registered office at Wingfield Hall, Hall Road, Wingfield, Diss, Suffolk, IP21 5QX.

3. Accessing Our Site

3.1. General

3.1.1 Access to Our Site is permitted on a temporary basis, and We reserve the right to withdraw or amend the service We provide on Our Site without notice (see below). We will not be liable if for any reason Our Site is unavailable at any time or for any period.

3.1.2 From time to time, We may restrict access to some parts of Our Site, or to Our Site in entirety, to Users and/or Registered Users.

3.1.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by Us, at any time, if in Our opinion you have failed to comply with any of the provisions of these Terms of use.

3.1.4 You are responsible for making all arrangements necessary for you to have access to Our Site. You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these Terms, and that they comply with them.

3.1.5 We may record calls for training purposes in-house, and reserve the right to call upon these records if a dispute is in existence.

3.1.6 These Terms & Conditions constitute a legally binding agreement between Us and the User. By using or accessing the Site or The Company's platforms or systems, you acknowledge that you agree to and are subject Our Terms as well as Our [Privacy Policy](#), on behalf of yourself and all persons included in the group that you are booking on behalf of. If you do not fully agree to Our Terms, you are not authorised to access or otherwise use the Site.

3.1.7 All payments conducted through the Site or other means of processing credit/debit card payments (the "**Payment Services**") are handled by third party payment providers. We offer no guarantee that Payment Services will work in every instance and We cannot be held liable for any errors or omissions or failure of said third-party services, including failure to complete a Booking.

3.1.8 Users must not attempt to circumvent Our relationship as Introducer and approach Property Providers direct. If any User enters into a contract for a Booking of a property of any of the Property Providers listed on Our Site by circumventing Us/Our Site, a fee equal to 20% + VAT of the full advertised rental rate of the Accommodation that the User books direct with the Property Provider or 20% + VAT of the amount the User pays the Property Provider (whichever is the greater) becomes legally and immediately payable by the User to Us as a Fee.

3.1.9 GDPR

3.1.9.1 We will collect specified data of all Registered Users and Property Providers. This data will be collected solely for the purpose of using Our Site and for carrying out introductions between Registered Users and Property Providers or suppliers of Activities or other 3rd party services. We will pass on the data of Registered Users to Property Providers or suppliers of Activities and of Property Providers or suppliers of Activities to Registered Users for the purpose of creating an introduction which should lead to the creation of a business relationship and contract between both parties. Please check our [Privacy Policy](#) for full details.

3.1.9.2 We will retain the data collected for legal reasons for Registered Users and Property Providers, as required by HMRC. All other Users may request for their data to be erased at any time.

3.1.9.3 We will adhere to the 7 principles of GDPR at all times, or all GDPR requirements as they may be altered now and in the future. All Users have the right to request a copy of all data We hold on the User.

3.2 Prohibited uses

You may use Our Site only for lawful purposes. You may not use Our Site:

- 3.2.1** In any way that breaches any applicable local, national or international law or regulation.
- 3.2.2** In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 3.2.3** In any way that is immoral or illicit, or will in any way harm the reputation of Us or other Users or Property Providers.
- 3.2.3** To send, knowingly receive, upload, download, use or re-use any material which does not comply with Our Content Standards.
- 3.2.4** To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 3.2.5** To knowingly transmit any data, send or upload any material that contains viruses, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 3.2.6** to reproduce, duplicate, copy or re-sell any part of Our Site in contravention of the provisions of these Terms.
- 3.2.7** to access without authority, interfere with, damage or disrupt any part of Our Site, any equipment or network on which Our Site is stored, any software used in the provision of Our Site, or any equipment or network or software owned or used by any third party.
- 3.2.8** if you are unable to enter into legally binding contracts.

3.3 Content Standards

- 3.3.1** These standards set out below apply to any and all material which you contribute to Our Site (Contribution/Contributions), and to any interactive services associated with it (whether such interactive services are available now or in the future).
- 3.3.2** The standards apply to each part of any Contribution as well as to its whole.
- 3.3.3 Contributions must:**
 - 3.3.3.1** Be accurate (where they state facts).
 - 3.3.3.2** Be genuinely held (where they state opinions).
 - 3.3.3.3** Comply with applicable law in the UK and in any country from which they are posted.
- 3.3.4 Contributions must not:**

- 3.3.4.1** Contain any material which is defamatory of any person or organisation.
- 3.3.4.2** Contain any material which is obscene, offensive, hateful or inflammatory, or promotes sexually explicit material or violence.
- 3.3.4.3** Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 3.3.4.4** Infringe any copyright, database right or trade mark of any other person.
- 3.3.4.5** Be likely to deceive any person.
- 3.3.4.6** Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 3.3.4.7** Promote any illegal activity.
- 3.3.4.8** Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 3.3.4.9** Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

4. Suspension and termination

- 4.1** We retain the right to determine whether there has been a breach of these Terms through your use of Our Site. When a breach has occurred, We may take such action as We deem appropriate.
- 4.2** A material breach may result in Our taking all or any of the following actions:
- 4.3** Immediate, temporary or permanent withdrawal of your right to use Our Site.
- 4.4** Immediate, temporary or permanent removal of any posting or material uploaded by you to Our Site.
- 4.5** Issue of a warning to you.
- 4.6** Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 4.7** Further legal action against you.
- 4.8** Disclosure of such information to law enforcement authorities as We reasonably feel is necessary.
- 4.9** We exclude liability for actions taken in response to breaches of these Terms. The responses described in these Terms are not limited, and We may take any other action.

5. Intellectual property rights

- 5.1** We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2** You may print off one copy, and may download extracts, of any page(s) from Our Site for your personal reference and you may draw

the attention of others within your group or organisation to material posted on Our Site.

- 5.3** You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way.
- 5.4** Our status (and that of any identified contributors) as the authors of material on Our Site must always be acknowledged.
- 5.5** You must not use any part of the materials on Our Site for commercial purposes without obtaining a licence to do so from Us or Our licensors.

6. Reliance on information posted

Commentary and other materials posted on Our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to Our Site, or by anyone who may be informed of any of its contents. The description and images of any property or accommodation listed on Our Site is provided to Us by the Property Providers and you should read and rely on their terms and conditions to inform you of whether the description and images of their property constitute part of the terms and conditions between you and the Property Provider.

7. Our Site changes regularly

We aim to update Our Site regularly, and may change the content at any time. If the need arises, We may suspend access to Our Site, or close it indefinitely. Any of the material on Our Site may be out of date at any given time, and We are under no obligation to update such material.

8. Our liability

The material displayed on Our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We hereby expressly exclude:

- 8.1** All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 8.2** Any liability for any direct, indirect or consequential loss, damage or theft incurred by any user in connection with Our Site or in connection with the use, inability to use, or results of the use of Our Site. Any websites linked to it, and any materials posted on it; including, without limitation any liability for loss or income or revenue; loss of business, loss of profits or contracts; loss on anticipated savings; loss of data ; and loss of goodwill for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss damage or theft to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 8.3** Location or mapping information is provided for guidance only. It is based on postcodes, so cannot be an exact indicator of the location of

a property. No liability is accepted for the accuracy of postcode or location information. The mapping service is provided by a third-party provider and we cannot guarantee the accuracy and provision of this service in any way.

- 8.4** This does not affect Our liability for death or personal injury arising from Our negligence, or Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.
- 8.5** Any responsibility for any claims regards damages, theft or loss lies between the Registered User and Property Provider as the subjects of the contract. We do not have jurisdiction to enforce any compensation or filing of a claim by a User or Property Provider.

9. Information about you and your visits to Our Site

We process information about you in accordance with Our Privacy Policy. By using Our Site, you consent to such processing and you warrant that all data provided by you is accurate.

10. Uploading material to Our Site

- 10.1** Whenever you make use of a feature that allows you to upload material to Our Site, or to contact other Users, you must comply with Our Content Standards. You warrant that any such Contribution does comply with those standards, and you indemnify Us for any breach of that warranty.
- 10.2** Any material you upload to Our Site will be considered non-confidential and non-proprietary, and We have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to Our Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.3** You will not upload material that is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 10.4** We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of Our Site.
- 10.5** We have the right to remove any material or posting you make on Our Site if, in Our opinion, such material does not comply with the Content Standards.

11. Linking to Our Site

- 11.1** You may link to Our home page, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but you must not establish a link in such a way as to

suggest any form of association, approval or endorsement on Our part where none exists.

11.2 You must not establish a link from any website that is not owned by you.

11.3 Our Site must not be framed on any other website (or similar site), nor may you create a link to any part of Our Site other than the home page. You may link to other parts of Our Site only with Our express written permission. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with Our Content Standards.

11.4 If you wish to make any use of material on Our Site other than that set out above, please address your request to info@bighouseholidayrentals.com.

12. Links from Our Site

Where Our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

13. Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to Our Site although We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. Should you wish to bring legal proceedings against Us, you hereby agree to use the nearest applicable Court of law to our Registered Office as detailed in clause 2. Such agreement of this clause 13 is deemed granted by you and forthcoming at the outset and cannot be withdrawn at any time, without Our express written consent.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. Use of BigHouseHolidayRentals, Big House Holiday Rentals or Bighouseholidayrentals.com

No User shall acquire or use the name Big House Holiday Rentals, or BigHouseHolidayRentals or Bighouseholidayrentals.com or Big House Activities or any variant of these names as a trademark or any related intellectual property.

15. Variations & Voidability

We may revise these Terms at any time by amending this web page. You are expected to check this web page from time to time to take notice of any changes We have made, as they are binding on you when made.

Should any term or terms of these Terms be deemed voidable in law, only the affected term or terms will be voided. All other terms of these Terms will remain intact and applicable.

16. Your concerns

If you have any concerns about material that appears on Our Site, please contact info@bighouseholidayrentals.com.

PART 2: REGISTERED USER PROVISIONS

17. Registration

- 17.1** Registered Users must be at least 18 years old and always provide valid and complete contact information (full name, home address, date of birth, mobile telephone number, email address) and must always have a valid email address and valid mobile phone number.
- 17.2** Registered Users may not misrepresent their identities.
- 17.3** We reserve the right to reject or terminate your registration at any time and for any reason and without notice to you.
- 17.4** If you are registering on behalf of a business or any corporate body or similar legal entity, by registering with Us you are confirming that you have the proper authority to bind the business/corporate body/legal entity on whose behalf you are registering.
- 17.5** Anyone wishing to become a Renter, and rent through the Site any Accommodation and create a Booking must fill out the relevant contact and data form and electronically accept the Terms of Our Site and also electronically accept the terms and conditions of the Property Provider at the point they wish to enter into a contract with the Property Provider. In accepting the Terms of Our Site, a User will automatically become a Registered User.
- 17.6** Only Registered Users are allowed to create a Booking with Property Providers via Our Site.
- 17.7** Registered Users must not attempt to circumvent Our relationship as Introducer and approach Property Providers direct. If any Registered User enters into a contract for a Booking of a property of any of the Property Providers listed on Our Site, a fee equal to 20% + VAT of the full advertised rental rate of the Accommodation that the Registered User books direct with the Property Provider or 20% + VAT of the amount the Registered User pays the Property Provider (whichever is the greater) becomes legally and immediately payable by the Registered User to Us as a Fee.

18. Our Status

- 18.1** We do not provide any property products or services or self-catering holiday accommodation or other accommodation and related services whatsoever. Our role is to provide a forum where potential renters of self-catering holiday accommodation (Users or Registered Users or Renters) and individuals or

businesses which provide self-catering holiday accommodation (Property Providers) can find each other.

- 18.2** It is the role of the parties to select each other on the basis of the property accommodation and services required and the contractual terms and rates and dates offered by each of the parties. We do not carry out vetting of any User, Registered User. Whilst we do vet Property Providers we list on Our Site, such vetting is for the sole purpose of Our own branding, quality and integrity issues and therefore We do not provide any assurances or warranties or in any way become liable to any other party as to the ability of a party to perform its obligations under a contract.
- 18.3** The Company is not, and does not become, a party to any contractual relationship between the Renter and the Property Provider, and does not mediate between the Renter and the Property Provider in the event of any dispute arising between them. The User/Registered User/Renter acknowledges and agree that the User/Registered User/Renter and the Property Provider will be responsible for performing the obligations of any such agreements formed between them, and that The Company is not a party to such agreements, and disclaims all liability arising from or related to any such agreements. This is true even if the Site facilitates a Booking for a property or the use of other tools, services or products, as the Company is not a party to any rental or other agreement between the Renter and the Property Provider.
- 18.4** Please note that, with regard to any transaction made between Users, Registered Users and Property Providers, the resulting legal contract is between those parties, and is subject to the terms and conditions of that Property Provider or other terms as agreed between the parties. Parties should review any terms and conditions applying to the transaction. Renters will be offered the opportunity to consider and agree to the terms and conditions of the Property Provider prior to entering into a contract for a Booking for a particular property.
- 18.5** It is acknowledged by both the Renter and the Property Provider that We will facilitate the action of the Lead Renter (known as the “Lead Client” or other definition according to the Property Providers’ own terms and conditions) accepting the specific terms and conditions of the Booking on behalf of all Renters (known as the “Client” or other definition according to the Property Providers’ own terms and conditions) within the group of people seeking to utilise the Accommodation. This facilitated acceptance process is for the benefit of Us and also the Property Provider.
- 18.6** Where Our Terms conflict with the Property Provider terms and conditions, their term and conditions will prevail.

19. Use of the Site

The Site operates as follows:

- 19.1** Property Providers will list their property or properties on the Site detailing their property availability, Accommodation, costs and Property Services offered – this is a non-exhaustive list;
- 19.2** Users will be able to screen, review and select properties from the Site and make enquiries. Registered Users will be able to carry out the activities of a User but also enter into a contract for a Booking of any of the properties for specific dates and listed Advertised Rates. A Booking becomes a legally binding contract, on their full original terms, once accepted by a Property Provider. Our Fee becomes payable at this point.
- 19.3** Property Provider Listings and any attempts to enact a Booking (together “Submissions”) may be moderated. It will be at Our discretion to determine whether or not a Submission falls within Our Content Standards or whether a Booking attempt is completed and a legally binding contract formed.
- 19.4** We cannot guarantee how quickly Booking Requests will be processed by the Site or by Property Providers.
- 19.5** Due to the nature of Our Site relying on links to third-party web portals for marketing, advertising & Booking purposes, We cannot be held liable in any way whatsoever if any accommodation or property Booking is duplicated where two or more Registered Users have completed a Booking for the same day or dates (whether said dates overlap or are identical) of a particular property (“Double-Booking”). If a Double-Booking occurs, it will be at Our sole discretion to determine which person/legal entity contracted the Booking first and which Registered User was therefore unsuccessful. We will endeavour to contact the unsuccessful Registered User as soon as we become aware of the Double-Booking.
- 19.6** We are under no obligation to you or any other person to oversee, monitor or moderate the Site or any other service We provide on the Site. We reserve the right to remove, or to disable access to, any submission which breaches the Content Standards.

20. Submissions

- 20.1** Submissions may not relate to the renting of property whose use or occupation is prohibited by law.
- 20.2** Submissions may not relate to the renting of property whose use or occupation is considered immoral or a nuisance to the local or wider area, or is likely to cause harm to the reputation of the Property Provider or Big House Holiday Rentals Ltd.

21. Contact Details

Registered Users must provide full and correct contact details and update the same at all times. These include their full name, date of birth, home address, email address & mobile telephone number.

22. Rules for Property Providers

Property Providers must:

- 22.1** honour a Booking contract formed with a Renter;
- 22.2** provide the services for which payment was accepted as per the Property Providers own terms and conditions; and
- 22.3** include in every quote provided, the full Rental Rate including VAT if applicable, and all other fees payable by the Renter for the self-catering holiday accommodation; and
- 22.4** maintain all property listing details and availability calendars as accurately as possible.

23. Rules for Renters

Renters must:

- 23.1** Honour a Booking contract with a Property Provider.
- 23.2** Pay the Booking Payment including our Fee and the Property Provider's own Booking Payment to secure a Booking. Failure to do so will mean forfeiture of the Accommodation and the secured dates of the Booking and the dates will immediately be released for other Users to book. No refund of Our Fee will be due following this breach.
- 23.3** Pay all other payments due under the contract in a timely manner, as per the terms and conditions agreed with the Property Provider. If a Booking is made within 6 months of the commencement date for the Accommodation, the Renter must pay all sums due under the Booking contract immediately. Failure to do so at the time of Booking will mean forfeiture of the Accommodation and the secured dates of the Booking and the dates will immediately be released for other Users to book. No refund of Our Fee will be due following this breach.
- 23.4** Provide full and honest details pertaining to their Booking Request. Failure to do so, either through errors, omissions or deceit may result in the cancellation of the Booking without any right of return of any payments made by the Renter to either the Property Provider or Big House Holiday Rentals Ltd. The Company reserve the right to cancel any Booking if Renters provide false or misleading details of any kind. No refund of Our Fee will be due following this breach.
- 23.5** Abide by the maximum number of persons limits of the Accommodation booked. Under no circumstances may more than the maximum number of persons as stated in the Site occupy a property. Property Providers reserve the right to refuse admittance if this condition is not observed or ask the Renters to leave without notice. Only those invited by the Lead Renter and forming part of the overall group booking may occupy the premises. The Lead Renter warrants and certifies that he or she is authorised to contract to and agree to Our Booking Terms and also the terms and conditions of the Property Provider on behalf of all members of the group, including any changes. The Lead Renter must be over 18 years and a member of the group occupying the Accommodation.

24. Feedback

We will not be obliged to provide any User or Registered User with due diligence on any other User or Registered User or on any Property Provider. Renters are NOT entitled to leave feedback on social media or other platforms, websites or forums regarding Us unless the feedback is specifically regarding Our introduction service as provided via Our Site. Any feedback pertaining to a Booking or the Accommodation therein must be directed at the Property Provider and be submitted according to the terms agreed between the Renter and the Property Provider.

25. Fees

- 25.1 The Site is free to use for Users & Registered Users, save for the following: An Introduction Fee (the “Fee”) is payable by a Renter when a Booking is accepted. The Fee amount payable is deducted from and included in the Booking Payment advised to the Lead Renter prior to completing the Booking. The outstanding balance of the Booking Payment is collected by Us on behalf of the Property Provider in accordance with their terms.
- 25.2 The Fee is a percentage of the Rental Rate (also known as the “Full rate” on the Site booking/payment pages) agreed between the Renter and the Property Provider. The Fee is usually equal to 12% of the Rental Rate before taking into account any Extras requested at the time of making the booking or the Security Deposit. The Fee will include VAT (if applicable) at the prevailing rate. We reserve the right to alter the Fee percentage at any time prior to the Booking being accepted and will notify Registered Users & Renters of this alteration prior to accepting any Booking Request from them, to offer them the ability to withdraw their Booking Request prior to acceptance. Furthermore, We reserve the right to alter at any time the Fee under clause 3.1.8.
- 25.3 We may voluntarily reduce Our Fee or waive Our right to receive a Fee in certain circumstances, but any such reduction or waiver is entirely discretionary and without accepting any legal obligation to do so. This will not necessarily reduce the Advertised Rate payable for the Booking as the Rental Rate to the Property Provider may also adjust.
- 25.4 On the act of the Property Provider accepting any Booking Request (either through a ‘Book now’ or ‘Place Booking’ process or via email exchanges or similar) the Renter must pay the Fee direct to Big House Holiday Rentals Ltd. **We receive this Fee as agent for the Renter acting solely as an introducer as defined in clause 18.1.**
- 25.5 Property Providers are responsible for the collection and payment of all VAT associated with the supply of Accommodation or Property Services to Renters, excluding the Fee. Any aspect of the collection and payment of all VAT associated with the Fee is the responsibility of Us alone, as the Fee does not constitute as a payment towards the supply of accommodation or property services.
- 25.6 We may suspend, waive or change the method of calculation or rates of Our Fee at any time, either permanently or for any limited

promotional or other period. Any changes will be described on the Site.

- 25.7 The Fee is non-refundable at all times and under any eventuality.** Renters must confirm and be happy with all aspects of their Booking before making the initial payment for the Booking, which could include the Fee, as the Renter will not be entitled to any refund of the Fee under any circumstances. Furthermore, Renters agree that the services covered by the Fee/Introduction Fee are considered completed and satisfied the moment the Renter enters a contract for a Booking. Renters will still NOT be entitled to a refund of the Fee if they take advantage of any cancellation policy they may be granted by the Property Provider or clause 26. **Renters should consider taking out suitable 'Event', 'Holiday', 'Travel' or other Insurance if they are concerned with any aspect of the 'non-refund' aspect of Our Fee or of the Cancellation policy in clause 26. To aid this, We have linked with 'Booking Protect' to offer a competitive Cancellation Policy fully integrated into Our Booking Process. Alternatively, Renters should check with their home, travel or other insurance policies as to whether they are suitably covered in any eventuality which means the Booking will not proceed.**
- 25.8** We may voluntarily agree to refund a Fee in certain circumstances, but any such waiver or agreement is entirely discretionary and without accepting any legal obligation to do so.
- 25.9** The Company may be required to collect and remit taxes (inclusive of VAT, sales taxes, or other equivalent taxes) on the Fee. Where required and requested, We will provide the Renter with an invoice stating the amount of taxes charged on such Fee. If the Renter is entitled to an exemption from VAT or indirect taxes or their equivalent on the Fee, the Renter must provide The Company with required documentation and support for such exemption. Failure to provide documented proof will result in the taxes being charged.
- 25.10** If the Renter is a business that is VAT registered or an employee of a company that will reimburse VAT charged, or a Business or individual that wishes to claim back VAT paid from HMRC and requires a VAT Invoice, The Company will issue the required VAT Invoice (if The Company is currently registered for VAT) but will add VAT at the prevailing rate onto the calculated Fee, if applicable, so the invoice will represent the Fee + VAT at the relevant VAT rate. The Renter agrees to this clause and agrees that this clause 25.10 overrules any other clause referring to VAT and Our Fee. Furthermore, the Renter recognises the fact that prices quoted are, in the main, directed at private individuals who are unable to reclaim VAT paid in the UK and Our pricing policy is maintained at the level that reflects this fact. Any Renter that is an individual or organisation that can legitimately reclaim VAT paid on Our Fee fully agrees and accepts that the Fee quoted and contractually payable increases by the VAT amount in this instance, and the increased sum is then payable by the Renter.
- 25.11** If the Renter activates the cancellation policy (under clause 26), they will be refunded the full payment made to-date, minus a £30

administration charge and minus the Fee paid to Us. If this means the Renter owes Us money, this sum will become payable and the Renter gives Us irrevocable permission to charge the owed sum to the Renter's credit/debit card or for Us to issue an invoice for the missing sum.

26. Cancellation

- 26.1** Contracts are formed between Renters and Property Providers so the negotiation and agreement of any cancellation and its consequences are matters for them. Rental acknowledge and accept that renting large houses for the exclusive occupation of one group renders 'last minute' or late bookings very difficult. It is therefore the policy of Us and Our Property Providers that we will not consider requests for cancellations if there are less than 180 days remaining before the Check-In Date. Any cancellation request made before this limit, if accepted, will incur a fee equal to 30% of the Advertised Rate, whether paid or not. All Bookings may be cancelled within 24 hours of being made, for any reason, free of all charges and fees, and not subject to clause 26.5, provided that the Booking is created earlier than 61 days before the Check-In Date.
- 26.2 All Our Property Providers offer a limited "COVID Cancellation Protection" policy ("CCP") which is paid for by the Renters via a separate 'COVID Cancellation Fee' ("Cancellation Fee") which is automatically incorporated into the Booking Process and calculated as 8% of the Rental Rate. This Cancellation Fee is mandatory for all Bookings We enact through Our Site and is collected by Us on behalf of the Property Provider whom it belongs to. This Cancellation Fee is non-refundable under any circumstances, so the Lead Renter is required to familiarise themselves with the CCP before they enter the Booking.** This CCP is offered solely for the purpose of the 'COVID-19 pandemic' or similar pandemics and is limited in its scope as per the sub-clauses of clause 26.2 below. Protection provided by the automatically included CCP can be enhanced by the Lead Renter upon them selecting the option to include and pay for the Booking Protect 'Booking Refund Protection' ("BRP"), during the Booking Process or later, subject to certain restrictions. The BRP is designed to be more wide-ranging than the CCP but does also provide protection for certain important aspects of COVID, such as a Renter testing positive for COVID-19, which are not included in the CCP. The CCP will allow alterations to the Booking on the following basis:
- 26.2.1** Should a 'Cancellation Event' occur, The Lead Renter can request either:
- 26.2.1.1** a full reimbursement as defined in clause 26.2.3
 - 26.2.1.2** receive a credit note to the same value as defined in 26.2.3 and use the same to select new dates for the Accommodation, subject to availability. Any extra costs associated with the new Booking Accommodation dates

will need to be met by the Lead Renter at the time of re-booking and any surplus funds will be forfeited.

26.2.2 'Cancellation Event' is defined as:

26.2.2.1 A national or local lockdown that either prohibits the provision of or prohibits the use of the Accommodation booked.

26.2.2.2 A national or local lockdown or UK internal border closure that prohibits travel to the Accommodation from all UK locations.

26.2.2.3 A local lockdown or combination of local lockdowns or UK internal border closure that prohibits travel from the home of at least 50% of the number of people declared in the group in the Booking Process including the Lead Renter. The Lead Renter must provide the names and addresses of all the adults in the group within 7 days of entering the Booking to be covered for this event in clause 26.2.2.3.

26.2.2.4 Social Distancing regulations which fundamentally alter the basis of the Booking by restricting the number of people allowed to use the Accommodation. The regulation must restrict the use of the Accommodation to less than 70% of the number of people declared in the group in the Booking Process.

26.2.2.5 Positive Tests covering more than 50% of the number of people declared in the group in the Booking Process.

26.2.3 Reimbursements: Only already paid Rental Rate costs and paid Utilities Surcharges and paid Security Deposits are refunded. Additional extras, including but not limited to Our Fee, the Cancellation Fee, the £30 administration fee, taxes and other ancillary charges, will not be refunded. The Security Deposit is still subject to clause 9 of the Property Providers terms and conditions once occupancy of the Property has occurred.

26.2.4 In all claims under clause 26.2.2.5, the affected members of the group will need to provide certified proof of a positive test or Doctors note. Only original documentation will be accepted. In all claims under clause 26.2.2.3, the affected members of the group will need to provide proof of home address in each claim, in the form of copy bank statement, council tax bill or utility bill in the name of the person affected.

26.2.5 Should a 'Cancellation Event' occur over some of the dates of the Booking Accommodation, then the Lead Renter may request a pro-rata claim for the number of actual whole days lost (each 24 hours). The Check-Out Date is excluded for the purpose of calculating the number of days lost. No claims will be permitted for the dates not affected.

26.2.6 No Cancellation request will be accepted until the Accommodation dates are officially affected by one of the Cancellation Events.

26.2.7 Refunds or credit notes will be issued within 14 days of the Check-Out Date of the Booking, but not before it.

- 26.2.8** The Lead Renter may cancel or move their reservation/Booking by notifying the Property Provider direct via email that they wish to Cancel or alter the Booking, as per Clause 6.A.x of the Property Provider terms.
- 26.2.9** Refund payments will always be refunded via the method originally used by the Lead Renter.
- 26.3** Once a cancellation request is accepted, the dates of the Booking subject to the cancellation request for the property in question will be relisted on the Site as available to book by others as soon as practical. Any act by Us of relisting dates for a property does not constitute an acceptance of a cancellation request.
- 26.4** The Fee may be refunded at Our sole discretion in all cases and in any case any request for a refund of the Fee paid should be made as soon as practically possible.
- 26.5** A cancellation request for Our Fee will only be accepted after an alternative Renter be sourced to enter into a contract for a Booking for the dates covered by the cancellation request and pay the Fee and Rental Rate for the replacement Booking in full. Even then, there is no guarantee that We will refund Our Fee and in all cases refunds will always be refunded via the method it was originally paid by the Lead Renter.
- 26.6** We reserve Our right to withdraw Our agreement to a cancellation at any point should we become aware that the cancellation is the subject of an insurance policy claim by the Renter. Any refunds already made by Us will become automatically re-payable in this instance.
- 26.7** It is specifically agreed by all parties that if any payment due to be made by the Renter under the terms of their Booking are late, then the Renter is in fundamental breach of contract which means the Renter has effectively cancelled the Booking but will not be entitled to any refunds of money already paid. We reserve the right to re-list the Accommodation dates of the original Booking with immediate effect following breach of contract for non-payment.
- 26.8** It is specifically agreed that, once a Booking is created and Our Fee has been paid, the consideration of any contract between the Renter and Us is deemed completed and Our liability to the Renter has ended. We may provide further services to both parties to the Booking contract such as providing payment services and communications services including, but not limited to: communications confirming payment schedules requests processes & confirmations, communications confirming Booking details, communications sent on behalf of the Property Provider, regarding any aspect of the Booking, including access details, occupation information and any end-of Booking instructions and information. There is no intention to create or to extend any contractual role between Us and the Renter in providing these further services to either the Renter or the Property Provider or both, beyond the original and satisfied introduction service.
- 26.9** This cancellation clause 26 is only valid on all new Bookings created from 09th January 2021 onwards.

26.10 Renters accept the limits of this Clause 26 and are actively encouraged to seek out a suitable insurance policy or select the 'Booking Protect' Booking Refund Protection option during the Booking Process.

27 No Partnership

Nothing herein shall create or be deemed to create any joint venture or partnership relationship between ourselves and any Users Registered Users or Property Providers whatsoever. Users Registered Users or Property Providers shall not hold themselves out as implying any such relationship with Us.

28 Assignment

We reserve the right to transfer or assign any or all of Our rights & obligations under these Terms, and to assign or subcontract any or all of Our rights and obligations under these Terms, to a third party or to any other entity belonging to the same group as Us, but will not do so in such a way as to reduce any guarantees you are given under these Terms.

You may not assign or transfer any rights or obligations under these Terms whatsoever, without Our explicit written agreement.

29 How To Contact Us

We can be contacted in the following ways:

1. In writing at: Daws House, 33-35 Daws Lane, London, NW7 4SD
2. Via email at: info@bighouseholidayrentals.com
3. By calling 01603 514186.