

Last updated 9 August 2016

Introduction

1.1 HomeAway (as defined below) is a subsidiary of Expedia, Inc. ("**Expedia**") in the United States. The HomeAway Group (as defined below) provides an on-line platform and various tools, services and functions which enable property owners to list property and travellers to book such property (together the "Services"). Services are provided via country specific URL's, including, in the United Kingdom, www.homeaway.co.uk and also via mobile applications (for mobile phone, tablet and other devices or interfaces) (collectively, the "**Site**"). The operations of HomeAway in Europe are managed by HomeAway Sarl of 105 rue de Lyon, 1203 Geneva, Switzerland. For the purposes of convenience of definition (but not otherwise) where we use the term "**HomeAway Group**" in these terms and conditions we are referring to Expedia, Inc, its affiliates and subsidiaries, including HomeAway.

1.2 These terms and conditions (the "**Owner Ts&Cs**") together with the Privacy Policy, govern the relationship between HomeAway and any party which accesses or uses the Site to offer or list any property for rent, including property owners, lessees and property managers, (collectively, "**Owners**" or "**you**").

1.3 The Owner Ts&Cs constitute a legally binding agreement between HomeAway UK Limited of Level 25 Portland House, Bressenden Place, London SW1E 5BH ("HomeAway**" "we" "our" "us") and the Owner. By using or accessing the Site or HomeAway's platforms or systems in the capacity of an Owner, you acknowledge that you agree to and are subject to the Owner Ts&Cs. Please note that these Owner Ts&Cs and our [Privacy Policy](#) apply to all Owners. If you do not fully agree to the Owner Ts&Cs, you are not authorised to access or otherwise use the Site.**

1.4 If the Owner is a company, partnership or other entity, a person who uses the Site, and/or agrees to the Owner Ts&Cs, on behalf of that Owner represents that he/she has the authority to bind the entity to these Owner Ts&Cs.

1.5 HomeAway does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Owner Ts&Cs. Each Owner represents and covenants that all information submitted to us and to the Site during such Owners registration with the Site shall be true and correct. Each Owner further agrees to promptly provide notice to the Site (using "[Contact Us](#)") regarding any updates to any sch contact information previously submitted by such Owner to the Site.

1.6 HomeAway may revise these Owner Ts&Cs at any time by posting an updated version to this web page. You should visit this page periodically to view the most current Owner Ts&Cs because they are binding on you.

1.7 Owners who violate the Owner Ts&Cs may have their access and use of the Site suspended and their Listings removed from the Site, at HomeAway's discretion, in addition to any other legal rights and remedies available to HomeAway under these Owner T&C's or otherwise available to HomeAway.

2. The Site is a Venue only

2.1 This Site is a venue which allows Owners to list one or more properties available for rent (each a "**Property**") with different pricing formats to potential travellers (and all persons named on the booking) (each, a "**Traveller**" and, collectively with an Owner the "**Users**"). We may also offer online bookings or other tools or services to allow Owners and Travellers to communicate with each other and to enter into rental agreements or other transactions with each other.

2.2 The Site provides a venue for Users to interact with each other, and HomeAway is not, and does not become, party to any contractual relationship between the Traveller and the Owner, and does not mediate between the Traveller and the Owner in the event of any dispute arising between them. This is true even if the Site facilitates booking a Property or the use of other tools, services or products, as HomeAway is not a party to any rental or other agreement between Travellers and Owners.

2.3 Responsibility for applicable laws, rules and regulations: Owners and Travellers agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into either on the Site or in connection with their use of the Site. Owner further agrees they are responsible for and agree to abide by all laws, rules and regulations applicable to the Listing of their Property and the conduct of their business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data security, data and privacy, permits, planning or license requirements, local authority requirements, health and safety compliance and compliance with all anti-discrimination and housing laws, lease or other property restrictions as applicable. Please be aware that even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to renting any Property listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to any Listing in order to comply with governmental or regulatory bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion. Owners who accept credit card, banking or other payment information from Travellers agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements, applicable card association or network operating rules and/or policies and best practices and/or the data security policies of HomeAway and further agree to only collect and use such payment information in connection with an authorised Traveller reservation and for no other purpose.

3. Property Listings

3.1 Owners may in accordance with these Owner **Ts&Cs** agree with HomeAway to place on the Site a listing for a specific Property via a pay per booking listing ("Pay-per-Booking Listings") or an annual subscription listing ("Annual Subscription Listing") ("collectively a Listing").

3.2 By creating a Listing and submitting Owner's email address, Owner agrees to receive communications from HomeAway regarding products, services and holiday ideas. Owner can opt-out of receiving marketing communications at any time by clicking on the unsubscribe link in our emails or by using our [Communications Preference Centre](#).

3.3 Owner Eligibility for Listings

3.3.1 In order to create a Listing, Owners must comply with the practices described in this clause 3 (and any other requirements that have been notified to the Owner by HomeAway from time to time).

3.3.2 Payments to HomeAway can be made by direct debit, bank transfer, credit card payment or any other payment method authorised in advance by HomeAway. The pre-notification period for any SEPA direct debit payment is shortened to 1 day. All banking and other fees relating to a payment shall be borne by the Owner.

3.3.3 Note that Owners who are qualifying Property Managers may apply to HomeAway to enter into a separate Property Manager Listing Contract.

3.3.4 HomeAway reserves the right to decline to place any Listing, which, in HomeAway's discretion, is deemed capable of infringing, or be associated with the infringement of, any provision of these Owner Ts&Cs.

3.3.5 Owner commits to provide only accurate and up to date information in each Listing (including the description, rates, taxes and cancellation policy), and shall not impose different conditions on the Traveller than those set out in the Listing. Failure to comply with the obligations set forth in these Owner **Ts&Cs** may result in Owner's permanent exclusion from the Site and from any of our affiliated sites.

3.4 Additional Terms - "Pay-Per-Booking Listings"

3.4.1 Each Pay-per-Booking Listing is made without any upfront fee, but in exchange will be charged a commission equal to a percentage of the rental amount paid by a Traveller on every booking sourced through the Site, as set out in the subscription process ("the Commission"). HomeAway reserves the right to change the applicable Commission, with any changes to be notified to the Owner at least 30 days before the new Commission is applied. The new Commission rate will be deemed accepted if the Owner does not remove his Listing by the time the new Commission is applied.

3.4.2 The calculation of the Commission will include applicable payment processing fees related to online payment and due to third party payment processor, but shall not include amounts charged for taxes and any other product or service purchased by the Traveller and charged by HomeAway, such as insurance products. It is the Owners' duty to accurately breakdown the different amounts charged to the Travellers

3.4.3 A description of the applicable fees that apply to each Pay-per-Booking Listing will be displayed under the "List Your Property" tab of the Site (when made generally available). Exceptions may be made for integrated Property Managers.

3.4.4 All Pay-per-Booking Listings are subject to additional terms, conditions and requirements as set out during the registration for such Listing (including those of third party providers).

3.4.5 Except for integrated property managers, online bookings and payments are required for all Pay-per-Booking Listing. Online payments are provided by third party payment providers and are subject to the terms and conditions and privacy policies of such providers.

3.4.6 Except for integrated property managers, Owner further commits to manage communications, enquiries and booking rental payments through HomeAway's platform and tools. Use of external tools and payments not processed through HomeAway's platform is strictly forbidden.

3.4.7 Collection and processing of the amounts paid by the Travellers, and forwarding these amounts on to the Owner less Commission and if any applicable VAT or other equivalent indirect taxes charged by HomeAway, is managed by HomeAway's third party payment provider, and will usually be processed (i) for the first payment, within 30 days after check –in date as originally booked by the Traveller and (ii) for subsequent payments, within 24 hours after check-in date as originally booked by the Traveller. Owner acknowledges and accepts that HomeAway has no involvement in the payment process and shall have no responsibility with regards to the correct payment of the booking.

3.4.8 Pay-per-Booking Listings may be displayed on other sites within the HomeAway Group, and on the sites of companies with which HomeAway may have signed distribution agreements, to the extent that such sites enable online payment. However, HomeAway gives no guarantee of publication other than on the Site where Owner originally registered its Listing and within the limit of HomeAway's right to publish a Listing or not.

3.4.9 Pay-per-Booking Listings will be displayed on the Site indefinitely; however HomeAway reserves the right to remove or refuse to publish any Listing at any time in its sole discretion.

Owner can also suspend or remove their Listings at any time, through their dashboard or by contacting customer service.

3.4.10 Conversion of a Listing from a Subscription Listing to a Pay-Per-Booking Listing is only possible at the end of the subscription term for each Subscription Listing. Conversion from Pay-per-Booking Listing to Subscription Listing can be processed at any time subject to payment of the applicable Subscription Listing Fees, however any Pay-per-Booking bookings already made shall remain subject to the applicable Pay-per-Booking fees.

3.5 Additional provisions in relation to Subscription Listings

3.5.1 To purchase a Subscription Listing, the Owner must make an order by means of the Site's online order form and pay HomeAway the fees for the relevant Listing ("**Subscription Listing Fees**"). The price of a Subscription is specified in the list of current rates on the Site. By submitting an order form the Owner warrants that all of the information they have provided to HomeAway is accurate and complies with these Owner Ts&Cs.

3.5.2 Subscription Listings sold by HomeAway run for the full term as selected by the Owner on the relevant order form ("Initial Listing Term"). That term starts on the date that the Owner submits the full or initial (as applicable) payment of Subscription Listing Fees (the "Purchase Date") and expires on the last date of the term selected by the Owner (the "Subscription Listing Term"), unless renewed as provided below. For example, if the Purchase Date for an annual Listing Term is July 1st, the Listing would expire on June 30th of the following year (unless renewed as provided below).

3.5.3 Subscriptions are renewed automatically and continuously for the same duration as the initial Listing Term (each a "Renewed Listing Term"). Special discounts granted for the Initial Listing Term will not be granted for a Renewed Listing Term. The automatic extension of a Listing Term can be deactivated at any time before the end of the Initial Listing Term or the then-current Renewed Listing Term by means of the "deactivate automatic extension" link or by notifying HomeAway through the [contact form](#). To avoid doubt, any such deactivation will only take effect at the end of the Initial Listing Term or Renewed Listing Term in which the deactivation occurs. We will automatically charge your form of payment for any renewal of your listing (and you hereby expressly authorise us to do so).

3.5.4 If an Owner purchases a Subscription Listing, but does not complete the creation of the Subscription Listing or the Subscription Listing does not appear on the Site for any other reason, refund requests for Listing Fees will be considered by HomeAway, but are only available if applied for by the Owner by contacting HomeAway through the [contact form](#) during the first three (3) months following the relevant Purchase Date (the "Initial 3 Months"), and on the condition that: (i) the relevant Subscription Listing has not appeared on the Site during the Initial 3 Months; and (ii) the failure of the Subscription Listing to appear on the Site during the Initial 3 Months does not result from the Owner failing to take such steps as HomeAway may require in relation to the completion of the Subscription Listing.

3.5.5 Subscription Listing Fees are non-refundable in the event that the Owner terminates the Agreement or wishes to remove a Listing before the end of the term of the applicable subscription period.

4. Using the service

4.1 Upon registration, an Owner is given a user profile in which the data the Owner contributes is recorded and in which all the Properties offered by that Owner are specified (the "Dashboard").

4.2 The Dashboard provide various functions which are intended to assist Owners to manage their Properties through the site; these functions, and the Dashboard itself, are made available

on an “as is” basis, and HomeAway does not undertake that the Dashboard or its functions will be complete or error-free.

4.3 In the Dashboard, the Owner can register for the “online payment” service which enables Travellers to make payments to the Owner via an online payments gateway offered by a third party payment provider (which operates as merchant of record in the processed transactions). The online payments service is subject to the terms and conditions of the third party payment provider, and Owner accepts that HomeAway has no control over or any responsibility for the third party payment provider’s services. Owner can also choose the “online booking” service which includes not only the “online payment” service (as described above), but which also provides the ability for Travellers to make online bookings for a Property.

4.4 In the Dashboard, the Owner also has access to Traveller’s Reviews for the Owner’s Properties and any available Owner Review for a Traveller who has contacted the Owner.

4.5 Travellers and Owners may post reviews on our Site. By posting a review, the person posting the review grants the HomeAway Group a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publically perform, reproduce, transmit, modify, edit and otherwise exploit the review in connection with the Property, and our business or the business of our affiliates. Travellers may also post their own reviews of Owners’ Properties (“Traveller Reviews”) on the site. The Owner is given the opportunity to view Traveller Reviews, and to respond to them (an “Owner Response”). More detail about Traveller Reviews and Owner Responses is available [here](#). Owners will also be given the opportunity to review the Travellers stay (“Owner Review(s)”). Owner expressly warrants that any review so posted must be in accordance with our [Content Guidelines](#). More detail as to the Owner review process is available [here](#). We reserve the right (but not the obligation) to make Owners Reviews available to other Owners who the Traveller contacts via our Site. Owner may not further disclose, make further use of or reference to such Owner Reviews without having the express consent of the Traveller to so disclose or use. Please note that HomeAway does not, and does not realistically have the ability to, verify the accuracy or otherwise of Traveller Reviews or Owner Reviews. Owner Reviews cannot be used to exclude or discriminate against individuals. The Owner’s sole remedy in relation to Traveller Reviews, and HomeAway’s sole obligation in relation to Traveller Reviews, in the event that an Owner disputes any aspect of a Traveller Review is to permit the Owner to post an Owner Response to it and HomeAway otherwise expressly disclaims any liability for any Traveller or Owner Review.

4.6 HomeAway requires all, Traveller Reviews, Owner Responses, Owner Reviews and other communications to conform to the [Content Guidelines](#), and may decline to post any of them that HomeAway finds does not do so. In the event that any, Traveller Review, Owner Response, Owner Review or any other communication appears on the Site but fails to conform to the [Content Guidelines](#), then without prejudice to any other available remedies, HomeAway shall be entitled to immediately remove from the Site the relevant non-conforming, Traveller Reviews, Owner Responses, Owner Reviews or any other communication.

4.7 Communications using the Site (and any tools provided on the Site) are available for review by the Traveller and the Owner who are party to the communication and to view by HomeAway Group employees and representatives. Please note, in accordance with our security and account requirements, we may remove or redact information from such communications (for example, email addresses, phone numbers or other content we deem to be inappropriate or non-compliant with applicable laws and regulations). **Owners should print a copy of any message which is important – for example a payment receipt or a booking confirmation.**

4.8 Messages sent via HomeAway’s systems should only relate to genuine booking enquiries. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse HomeAway’s systems, such as by sending unsolicited commercial communications (spam) or disclosing personal information of users to a third party, unless you

have the express permission from the user. E-mails and Site recommendations transmitted via the “recommend this site” function should only be sent with the recipient’s consent. You agree that you will protect other users’ personal information in accordance with applicable laws and regulations and in any event, using a reasonable standard of care, and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

4.9 HomeAway has no responsibility for or involvement in, the communications between the Owner and Traveller.

4.10 From 31 May 2016 onwards, HomeAway will charge a service fee payable by Travellers who book a Property on the Site via the Site checkout. The service fee covers the use of the Site, including such features as 24/7 support, and is calculated as a percentage of the total rental amount (which may include additional fees, taxes, and damage deposits charged by the Owner). Depending on the laws of the jurisdiction of the Traveller and/or Owner, VAT or any other equivalent indirect taxes that are applicable under local law (“**Taxes**”) may be charged on top of the service fee and generally the applicable rate will be based on the Traveller’s declared location (where this is accurate). The specific service fee, plus any Taxes charged will be displayed to Travellers at the time of booking. The service fee plus Taxes will be charged after the Owner accepts the booking made by the Traveller. Owners agree not to encourage or advise a Traveller to avoid or circumvent the service fee charged by HomeAway.

5. Listing Details and Services

5.1 Until the 11 July 2016, HomeAway currently offers 5 types of subscriptions (Classic, Bronze, Silver, Gold and Platinum) depending on the desired level of visibility. The different types of subscriptions, their rates and the benefits they offer can be found on the subscription overview page. After the 11 July 2016, HomeAway will offer a single annual subscription and a single six month subscription.

5.2 In a Listing, one (1) Property is displayed. If the Owner selects to display “Multi Unit Listing”, such Multi Unit Listings shall be at the same physical address as part of the Listing.

5.3 In a Listing, up to twenty-four (24) photos of a Property may be displayed. A cut-down version of the Listing is shown on the Site on a given search page, in the form of a thumbnail with a picture of the Property, linked to the full-page Listing

5.4 HomeAway has implemented the Google Translate service on the Site. Owners can use this service free of charge to have their Listings translated. The Owner acknowledges and accepts that this is a static machine translation system which frequently makes mistakes. After translation, the Owner must review the translation, and correct all inaccuracies in it. HomeAway does not have any responsibility for the accuracy or otherwise of the Google Translate service. The Owner accepts that Google Translate is provided under Google’s terms and conditions of service and the Owner should review those terms before using Google Translate.

5.5 HomeAway requires all Owners to verify the location of their Listing in their dashboard. This includes leveraging information from Google Maps to appropriately place the Listings location on a map and in regional searches. The Owner accepts that Google Maps is provided under Google’s terms and conditions and HomeAway will not be responsible for the functioning, accuracy or otherwise of Google Maps. The Owner acknowledges and accepts that Google Maps’ service is not error free and the Owner will ensure that the correct location of the Property is shown by Google Maps when using this service.

5.6 HomeAway also uses Google Analytics (and other analytics platforms) to gather statistics on Site usage. There are more details in the [Privacy Policy](#) and Cookie Notice and in Google’s own privacy policy. Google may aggregate data they collect from their various services including

Google Analytics, Google Translate, Google Maps and other Google services including YouTube. Owner accepts that HomeAway Group has no control over Google's data collection.

5.7 The Owner may activate a free SMS service, which informs Owner about any incoming Traveller enquiries and booking requests about Listings. The Owner understands and accepts that SMS is not 100% reliable and may be subject to connectivity and blocking issues outside HomeAway's control. Additionally, the use of SMS messages, particularly when travelling, may result in additional costs for Owners from telecoms and network providers which the Owner agrees to accept when signing up for the SMS service. The Owner understands and accepts that SMS messages may be monitored and disclosed in accordance with the Site's [Privacy Policy](#).

6. Appearance in Search Results

HomeAway cannot guarantee that any Listing will appear in any specific order in search results on a Site. Search order will fluctuate based on a variety of factors such as search parameters, subscription level purchased, listing quality, how frequently a calendar is updated, Traveller preferences, Owner response times and compliance with our published requirements, booking history, online booking capability and other factors that HomeAway may deem important to the user experience from time to time ("Best Match"). If you purchased a Subscription Listing, search results may also vary depending on the search criteria used by a particular Traveller. HomeAway reserves the right to apply various search algorithms or to use methods to optimize Best Match results for particular Travellers' experiences and the overall marketplace. Pay-per-Booking Listings placed on a non-subscription basis, such as pay per booking, may not always appear in search results. Listings distributed on third party sites are not guaranteed to display on such third party site in any particular order or at all. Search results and order may appear different on HomeAway's mobile application than they appear on its website. To optimize the search experience for both Owners and Travellers and improve the Best Match Process, HomeAway retains the right to run occasional tests that will be limited in duration but may alter how we display Listings and search results.

7. Property Managers

HomeAway may grant special terms to Owners who have Listings offering more than 10 Properties (known as "Property Managers"). These terms can be applied for by contacting HomeAway through our [Property Manager Information page](#). Listings of Property Managers are marked with a special icon on the site's Property search results.

8. Additional Paid Services

8.1 HomeAway makes available, and may from time to time add to or remove, additional paid-for-services that Owners decide to take ("Additional Paid Services"). The Additional Paid Services currently include:

8.1.1 The "Multi Unit Listing" service, which enables an Owner of a particular Property with multiple rental units to list them in a common Listing. All such units must be at the same address, and part of the same living unit.

8.1.2 Instead of translation through Google Translate, HomeAway also provides the possibility of having the Listing translated by a professional translation agency (although it should be noted that any such translation would be provided by a third party and is strictly subject to approval before publication by the Owner and that Home Away specifically disclaims any responsibility for any such translations and all and any liability that may result from such translations).

8.2 More information about Additional Paid Services can be found on the Site. Each Additional Paid Service may be subject to additional terms and conditions which will be available to the Owner at the time when the Owner agrees to take the relevant Additional Paid Service.

9. Termination

9.1 If HomeAway determines, or an allegation is made, that:

- Listings or other content associated with an Owner contain any material that infringes the [Content Guidelines](#), the law, applicable regulations or the rights of any person or entity;
- an Owner has submitted unsuitable material to, or misused, the Site;
- an Owner's listing or rental practices are unacceptable or unfair (for example, and without limitation, if an Owner double-books a Property for multiple travellers on the same date, or where the Owner has online booking enabled, by not accepting bookings when the property is available to book or by cancelling bookings that the Owner has previously accepted or engages in any practice that would be considered unfair or improper within the short term property rental industry);
- the Owner is in material breach of these Owner Ts&Cs (which shall include, for the avoidance of doubt, any breach of clause 4 'Using the Service', clause 12 'Rights and obligations of the Owner' or clause 13 'Prohibitions') any other obligations owed to HomeAway, any HomeAway Affiliate or Traveller;
- an Owner has been abusive or offensive to any Traveller or employee or representative of HomeAway;
- an Owner uses a false identity;
- HomeAway's systems or communications platforms have been otherwise misused; or
- anything similar to the foregoing has occurred in relation to any of HomeAway Affiliates,

then HomeAway shall be entitled to, at its sole discretion, (i) suspend or (ii) terminate either (a) any affected Listings, or (b) all Listings associated with that Owner (including, for the avoidance of doubt, any Additional Paid Services relating to those Listings) immediately and without refund of Listing Fees or any other fees or charges paid by the Owner

9.2 In addition to reserving the right to terminate any listing, HomeAway reserves all rights to respond to any violation of the Terms or misuse of the Site by, including, but not limited to, limiting the Owners use of the Site, hiding or otherwise impacting a listing search search results, marking a member as "out of office," and removing or changing information that may be false or misleading.

9.3 Please note that HomeAway assumes no duty to investigate complaints.

10. Rights and obligations of HomeAway

10.1 HomeAway may change, suspend or discontinue any aspect of the Site at any time, including the layout and the availability of any Site features, database or content without any prior notice or liability.

10.2 HomeAway will endeavour to reproduce accurately on Site any photographs supplied by Owner. However, Owners acknowledge that deviations from original photos can occur when scanning non-digital images, and due to individual screen settings and that HomeAway shall have no responsibility or liability for any such deviation.

10.3 HomeAway may occasionally undertake upgrades of the Site in order to address

technological developments. Maintenance works are therefore sometimes necessary, which can lead to restrictions on the Site. HomeAway will, where possible, aim to ensure that maintenance of the Site that causes any such restriction is undertaken at a time when most Travellers' usage is least affected.

10.4 HomeAway may conduct identity checks and ask for proof to establish the existence of a Property and/or an Owner and ownership of the Property. If HomeAway – including as a result of information provided by Travellers - suspects that the Owner has supplied false information, the Owner acknowledges that HomeAway is entitled to carry out identity checks and due diligence on the Owner or to require the Owner to prove the existence of a Property; if requested to do so, the Owner agrees promptly (and in any event within any period requested by HomeAway) to supply to HomeAway such proof of identity or of a Property's existence as HomeAway requests. Each Owner acknowledges that failure to comply with any such request constitutes a breach of these Owner Ts&Cs.

10.5 HomeAway complies with its [Privacy Policy](#). The Owner authorises HomeAway to forward the Owner's contact details, including telephone number, to Travellers in connection with a Property booking. The [Privacy Policy](#) provides further details. HomeAway may where necessary (including to prevent fraudulent behaviour of a third party) give an Owner's contact details to a Traveller. The Owner accepts that it has read the Site's Privacy Policy and Cookie Notice and consents to the processing of data as outlined in those policies.

10.6 HomeAway reserves the right to transfer these Owner Ts&Cs, and to assign or subcontract any or all of its rights and obligations under these Owner Ts&Cs, to a third party or to any other entity belonging to the HomeAway Group but will not do so in such a way as to reduce any guarantees given to the Owner under these Owner Ts&Cs.

10.7 We may from time to time provide or facilitate services to Owners to create or improve the quality of their Property Listings. We also may from time to time create new or otherwise change, the location or geographic descriptions we use to identify properties in Listings and search results. Consequently, we may change the location or geographic description associated with any Listing. However, we assume no responsibility to verify Listing content or the accuracy of the location. Owners are solely responsible for ensuring the accuracy of Listing content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy.

11. Intellectual Property

11.1 The Site is owned by the HomeAway Group. All content that appears on the Site is protected by copyright and database rights. Reproduction of the Site, in whole or in part, including the copying of text, graphics or designs, is prohibited.

11.2 Owners are permitted to download, display or print individual pages of the Site to evidence their agreement with HomeAway. The relevant file or the relevant printout must clearly bear the text "© Copyright [Present Year] HomeAway Sarl - All Rights Reserved".

11.3 Where an Owner submits to or transmits through the Site or HomeAway's platform or systems any content of any type, including text or images, the Owner undertakes that he/she has the right to do so, and has been granted all the necessary consents or permissions of any owners of featured items ('property release').

11.4 To the extent that Owner's reviews or other content may contain trademarks or other proprietary names or marks, Owner undertakes that it has obtained all requisite legal permissions and rights for HomeAway's use of such content on the Site.

11.5 By submitting content to the Site (and Dashboard) (including but not limited to all text, descriptions, reviews, photographs, and the like), Owners authorise HomeAway to use such

content both on the Site and in separately published form and the Owner grants Expedia Inc, HomeAway and each of their subsidiary and affiliate companies, a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publically display and perform any such submitted content throughout the world in any media, now known or hereafter devised for any purpose.

11.6 To the extent that Owners' Listings and other submissions may contain trademarks, Owner warrants that they have the right to use them, including sublicensing rights.

12. Rights and obligations of the Owner

12.1 The Owner shall submit accurate and truthful information about his/her personal identity, payment data, Property offered in Listings and other communications using HomeAway Group systems.

12.2 The Owner warrants and represents on an ongoing basis for so long as any Property is listed on the Site (i) it owns and/or has all necessary rights and authority to offer for rent and to proceed to take bookings for the Property listed by the Owner (ii) it will not wrongfully retain a rental deposit in breach of the underlying rental agreement with the Traveller (iii) that all of the information provided to HomeAway is accurate and up-to-date, including, but not limited to any and all representations about any Property, its amenities, location, price, and its availability for a specific date or range of dates (iv) each Listing must relate to an individual and uniquely identified Property (v) it will not wrongfully deny any Traveller access to any Property (vi) it will provide any and all refunds when due in accordance with the applicable cancellation policy or underlying rental agreement.

12.3 The Owner undertakes to ensure that the information on the Listing is kept accurate and up-to-date for the entire time the Listing remains on the Site, and: (i) if a translation is provided to ensure that it is carefully and correctly translated, and: (ii) to comply with the [listing guidelines](#) when drawing up the Listing. The Owner shall not give misleading particulars about the origin of any information or include details that may conceal the true source of any information.

12.4 The Owner undertakes to ensure that the calendar for each Listing is kept accurate and up-to-date to reflect the availability of the relevant Property as it is booked. On date-based searches, Listings having calendars which are 60 days or more out of date will be filtered out of results.

12.5 Owners are responsible for ensuring that their Listings do not infringe the law or the rights of any person or entity. Listings must not contain false information, personal insults, anything libellous, slanderous or defamatory, or anything that infringes copyright or data protection law.

12.6 Photographs included in a Listing should accurately depict the Property, must not be false or misleading, must not include people, and must not violate the privacy rights, intellectual property rights or any other rights of a third party.

12.7 If any Listing is in breach of these Owner Ts&Cs, HomeAway reserves the right to suspend, terminate the relevant Listing or all Listings associated with the Owner in accordance with clause 9 of these Owner Ts&Cs.

12.8 User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage Owners and Travellers to communicate directly with each other through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and, for travellers, of the property and relevant details of your booking or proposed booking. You agree to (i) keep your password and online ID for both your account with

us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request. We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

12.9 No Listing may be transferred to another party by an Owner. In the event of a Property sale or change in Property management, HomeAway will provide guidance on options for creating a new listing.

12.10 The Owner shall be responsible for all charges relating to the Property and the Listings, and shall account to the relevant authorities for all applicable taxes (including, where relevant, VAT) on the payments they receive.

12.11 If the Owner is VAT registered in a country which is based in an EU member state, it must provide HomeAway with the valid VAT number. This number has to be validated by VIES http://ec.europa.eu/taxation_customs/vies/. HomeAway will then apply reverse charge mechanism to the Owner, under Art. 196 of Directive 2006/112/EC relating to the reverse charge mechanism. Where Art. 196 applies the Owner's invoice will not include any VAT. You may be required to account for VAT in your local Member State. Owner shall provide the valid VAT number immediately, however no later than thirty (30) days after registration. If the VAT number is provided after thirty (30) days, HomeAway will not refund any VAT amount. The reverse charge mechanism does not apply when the Owner is based in United Kingdom, UK VAT will be charged in that case.

12.12 If HomeAway, through one of our guarantee or warranty programs in our sole discretion, compensates a Traveller for a loss caused by acts or omissions attributable to an Owner, HomeAway reserves the right to pursue the Owner for the amount paid or contributed by HomeAway toward the loss.

13. Prohibitions

13.1 The Owner shall not directly or indirectly:

13.1.1 With respect to the Site, its content, and databases comprised in the Site, in any form, whether by using automatic devices or manual processes, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the same;

13.1.2 Monitor content on the Site or communications with Travellers by means of robots, spiders, or other automatic instruments; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines (not including any website or search engine or other service that provides classified listings or property advertisements, or any subset of the same or which is in the business of providing short term property rental services or other services that compete with the Site or HomeAway) and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with HomeAway's robots.txt file;

13.1.3 Use the Site, HomeAway's platform or systems, or any information provided by a Traveller for purposes other than permitted by in these Owner Ts&Cs;

13.1.4 Use the Site or the tools and services on the Site for the purpose of booking or soliciting a booking for a property other than a Property under a valid Listing;

13.1.5 Reproduce any portion of the Site on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or any other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;

13.1.6 Upload or send to the Site any content or programs, which on account of their size or nature, might damage HomeAway's computers or networks;

13.1.7 Include content on the Site or HomeAway's platform or systems that breaches any applicable criminal, intellectual property or other laws, or encourages any such breach;

13.1.8 Use or access the Site or HomeAway's platform or systems in any way that might endanger any computer system or network, including by making available any virus (for which purpose, "virus" includes any program introduced into a system deliberately which carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user's hard disk);

13.1.9 Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered "phishing" (whether primary, secondary or other) or that would give rise to criminal or civil liability;

13.1.10 Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;

13.1.11 Refer to HomeAway or any of the HomeAway Group in any way that might lead someone to believe that the Owner, any Property, Listing or website is sponsored by, affiliated with, or endorsed by HomeAway or any of the HomeAway Group; or

13.1.12 Substitute a Property in a Listing for another Property without the prior consent of HomeAway. Prohibited substitution activities include:

13.1.12.1 Multi-unit listing: use of one Listing to promote more than one property available in a building;

13.1.12.2 Substitution: changing the Property which is displayed in a Listing as that Property becomes booked; and

13.1.12.3 Leeching: offering a Traveller who enquires through the Site a different property than the one which is displayed in the relevant Listing.

13.1.13 Where online booking is enabled, delay its response to booking requests or the processing of Traveller payments (Owners with online booking enabled will use commercially reasonable efforts to respond to all booking requests from Travellers within 24 hours of receipt of a request for booking and will also cause all Traveller payments to be processed within 24 hours of authorisation by the Traveller for such payment).

13.2 In the event of any breach of this clause by an Owner, HomeAway reserves the right to suspend, or terminate the relevant Listing or all Listings associated with the Owner in accordance with clause 9 of these Owner Ts&Cs.

14. Distribution of Listings to Third Party Websites.

To enable Owners to obtain broader distribution of their properties, we may provide your listing information and content, or otherwise provide for the distribution of your listing on a third party website. Additional terms and conditions may apply to such distributions, as we may notify you of via your owner dashboard or email.

15. Responsibility of owner

15.1 We do not provide liability insurance protection for Owners, property managers, or Travellers; regardless of whether a user obtains insurance coverage through one of our third party providers. Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable. Owners agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the Properties they list on the Site prior to the arrival of their first Traveller and will maintain adequate insurance coverage through the departure date of any Traveller they have obtained via one of our Sites.

15.2 The Owner will be held solely and exclusively responsible for all the financial consequences resulting from damage to HomeAway due to content or any program transmitted or sent by the Owner that results in any damage to the hardware or software of HomeAway, including damaging the Site, system or data or by causing the failure of the Site, system or faults therein. The financial consequences mentioned above include reasonable legal fees.

16. Indemnification

Owner agrees to defend, indemnify and hold harmless, Expedia, HomeAway, any of their subsidiaries affiliates, their respective officers, directors, employees and agents, from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought or occasioned by third parties alleging, arising out of, or in connection with (a) any content or material the Owner submits or provides for inclusion on the Site; (b) any use by the Owner of the Site; (c) any breach of these Owner Ts&Cs on the part of the Owner; and (d) the Traveller's stay at the Property and use of associated services and facilities provided by the Owner.

17. Contacting us

17.1 Any messages should be sent to HomeAway using the [contact form](#) or HomeAway's platform or by post c/o Owners Direct, Level 25 Portland House, Bressenden Place, London SW1E 5BH.

17.2 Notices regarding infringements of copyright must specify the following:

- Your address, telephone number and email;
- Detailed information about the content concerned (display of the image or text), including a link to the site; and
- A formal declaration showing that you;
 - (i) Are the holder of the exclusive user right to the work and
 - (ii) Have not authorised the use of the relevant material in this form.

18. HomeAway's limited liability

In no event will HomeAway Group and its equity holders, officers, directors, consultants, agents

and/or employees or any third party provider of a tool offered on any site of a member of the HomeAway Group be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from the site, your use of the Site and/or any transaction between users, even if HomeAway has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. If you are dissatisfied with the Site or HomeAway's platform or systems, or you do not agree with any part of these Owner Ts&Cs, then your sole and exclusive remedy against HomeAway is to discontinue using the Site. In all events, our liability, and the liability of HomeAway Group, to you or any third party in any circumstance arising out of or in connection with the Site is limited to the greater of (a) the amount of fees you pay to us in the twelve months prior to the action giving rise to liability, and (b) £100.00 in the aggregate. Nothing in these Owner Ts&Cs shall exclude or restrict HomeAway Group's liability for death or personal injury resulting from its negligence; nor for HomeAway Group's fraud or fraudulent misrepresentation.

19. Applicable law and jurisdiction

The Owner agrees to these Owner Ts&Cs being governed by the laws of England and Wales. Exclusive jurisdiction for any claims arising under this agreement shall lie exclusively with the English courts.

20. General

20.1 If any provision of the Owner Ts&Cs is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Owner Ts&Cs, which shall remain in full force and effect. The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Owner Ts&Cs. No waiver of any term of the Owner Ts&Cs shall be deemed a further or continuing waiver of such term or any other term. In addition, HomeAway's failure to enforce any term of the Owner Ts&Cs shall not be deemed as a waiver of such term or otherwise affect HomeAway's ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional terms for certain areas of the Site including the [Privacy Policy](#), the Owner **Ts&Cs** constitute the entire agreement between Owner and HomeAway with respect to the use of the Site. No changes to Owner Ts&Cs shall be made except by a revised posting on this page.

20.2 HomeAway recommends that the Owner saves his/her own copy of these Owner Ts&Cs in a separate file on its PC or in print-out form.

20.3 The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>