**MILL MEADOW ECO HOMES**

**Property Rentals**

**Terms and Conditions for Property Owners**

These terms and conditions (“**Terms**”) govern the basis on which we, Mill Meadow Eco Homes (the trading name of CJ Heayns) (“**Mill Meadow**”), provides services to you as an owner of a property based on the Mill Meadow estate. “We”, “us” and “our” refer to Mill Meadow and “you”, “yours” means you as the property owner.

**Please read the following important terms and conditions carefully and check that they contain everything which you want and nothing that you are not willing to agree to.**

1. **INTERPRETATION**

In these Terms, the phrase:

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| **“Guest(s)**” | means the individual or group that makes a booking through Mill Meadow to stay in your Property;  |
| **“Property”** | means the property that you own and agree to let to guests through Mill Meadow. |

1. **SCOPE OF SERVICES**
	1. You agree to the bound by these Terms which form a legally binding contract between you and us, which shall start on the date you accept these Terms and continue until terminated by either party giving one (1) month’s written notice to the other or as otherwise set out in these Terms.
	2. We will:
		1. advertise and market your Property as available for holiday and short-term lets via out website. We may also market your Property in other ways (such as brochures or via word of mouth) as we deem appropriate, from time to time.
		2. (when Guests are interested in booking your Property) we will arrange and facilitate bookings of your Property on your behalf. This is mainly done via our website or over the phone but we can take bookings in person, if applicable.
		3. accept and manage payments of all Guest bookings on your behalf. We will transfer you the Fees less the Owner Booking Fee we are owed in respect of the booking, as set out in more detail in clause 5,

(together the “**Services**”).

* 1. We are responsible for managing the availability of your Property and we will take bookings up to twelve (12) months in advance. **We draw your attention to clause 3.2.**
	2. You agree to appoint us an your sole agent for the marketing and arrangement of bookings for the Property, subject to these Terms. You further agree that you are not entitled to make bookings with Guests directly, without our prior written consent. This does not, however, include allowing your family and friends to use the accommodation free of charge.
1. **YOUR RESPONSIBILITIES**
	1. You must provide us with the following information promptly upon our request and keep such information up to date at all times throughout our relationship with you:
		1. complete and accurate information about the Property, including description and amenities;
		2. disclose any deficiencies, restrictions (including house rules) and requirements that apply to the Property. You acknowledge and agree that such requirements cannot conflict with our terms and conditions with Guests, which are available at <https://millmeadow.co.uk/terms-and-conditions/> (“**Guest T&Cs**”); and
		3. any other information reasonably requested by us.
	2. If you arrange for photographs to be taken of the Property for marketing purposes, you shall bear the cost for this and you shall ensure you have the necessary licences for us to display those photographs on our website. You acknowledge that we may not be able to successfully market your Property online without photographs and you agree to provide us with copies without delay.
	3. We reserve the right to refuse to upload any information which we deem (in our sole discretion) to be offensive, misleading, defamatory, illegal or otherwise inappropriate.
	4. You must provide us with twelve (12) months’ notice of any periods where the Property is unavailable (for example, if you wish to occupy the Property or if you are engaging workman on the Property). We do not set a limit on the number of weeks that you (as the owner) can use your Property for personal use and we do not charge Owner Booking Fees for such personal use. However, as you are not permitted to make bookings directly with Guests, we reserve the right to charge an Owner Booking Fee for any Guest booking arranged directly between you and a Guest without our prior written consent.
	5. If you wish to make a booking directly or arrange to use your Property within the subsequent twelve (12) month period, you must notify us in writing to ensure that such use does not clash with any pre-existing bookings. If we have already booked the Property during your requested dates, you will not be entitled to otherwise book or use the Property and you will be responsible for any losses you incur as a result of your actions.
	6. You must ensure that you have all of the necessary authority, consents and licences to market the Property and take bookings for holiday lets. This may include consents from an ultimate landlord or property management company of the Property, as applicable.
	7. You must ensure that you comply with all applicable laws and regulations in respect of your Property (including, but not limited to, health and safety, local authority requirements, reporting and payment of taxes in respect of the Fees).
	8. Any breach of the Terms set out in this clause 3 shall constitute a material breach for the purposes of clause 7.1.1.
	9. We may conduct and/or use a third party provider (such as Experian) to conduct checks to verify your identity. We may also ask for proof to establish your ownership of the Property, and/or proof of authority to advertise such Property. If we suspect that you have supplied false information, you agree that we are entitled to carry out and/or procure further identity checks and due diligence on you, or to require you to prove the existence of a Property. If requested to do so, you agree to promptly supply to us such proof of identity as we request. Third party providers we use to assist us in these checks may use the details you supply in connection with particulars on any database (public or otherwise), to which they have access. They may also use your details in the future to assist other companies, for verification purposes.
2. **BOOKINGS**
	1. By agreeing to these Terms, you are authorising us to arrange bookings of the Property as an agent on your behalf. We will arrange and confirm the bookings directly with the Guest(s).
	2. We are entitled to make bookings for any dates up to twelve (12) months in advance unless you have notified us in advance in writing of any periods of unavailability (as set out in clause 3.2).
3. **GUEST FEES & OUR OWNER BOOKING FEES**
	1. You agree that We are responsible for setting a price (including any Taxes if applicable, or charges such as cleaning fees) in respect of a booking for your Property (“**Fees**”).
	2. In consideration of our services, you shall pay us 20% of the Fees as our booking fee, which shall be payable when we confirm the Guest booking (“**Owner Booking Fee**”). We will automatically deduct the Owner Booking Fee from the Fees upon receipt of such Fees from the Guest. In the event that you or the Guest cancel the booking, the Owner Booking Fee is non-refundable in consideration of the services we have provided up until the date of cancellation.
	3. The remaining balance of the Fees is payable by the Guest to us in accordance with our Guest T&Cs.
	4. Providing we have received payment in full from the Guest, we shall transfer the total Fees owed to you (less our Owner Booking Fee) within seven (7) days of the Guest’s departure from the Property after completion of their booking. You acknowledge and agree that we will not transfer you any proportion of the Fees until the Guest has completed their booking.
	5. We also take a damage deposit from the Guests as security for any damage to the Property during their stay. As soon as reasonably practicable after the Guest departure, we will check the Property for damage and notify you if there is any damage and/or whether we are withholding all or part of the damage deposit. In the event that we withhold all or part of the damage deposit, we will discuss with you the likely costs of repairing the damage and either: 1) facilitate rectifying the damage, in which case we will retain the damage deposit to cover such costs; or 2) transfer the damage deposit to you for you to rectify the damage directly.
	6. We will provide you with a monthly statement for the Fees less the Owner Booking Fee as soon as reasonably practicable after the end of each calendar month.
	7. We reserve the right to change the Fees at any time by providing you with reasonable notice of such changes. You also acknowledge and agree that we may change the Owner Booking Fee by providing you with one months’ notice of such change.
	8. The Fees displayed on the website at the time of booking are the amounts payable by the Guest in respect of their stay in your Property. We cannot change the Fees after the booking has been confirmed.
	9. We shall retain your payment details in accordance with applicable laws and regulations. Other than as required by any applicable laws and regulations, we do not accept any liability or responsibility in relation to storing and/or using your payment details. If you have provided us with incorrect payment details (including, without limitation, bank account information) then we shall not be responsible for any failure or delay in processing payments and you shall be liable for all costs we incur in relation to any payments.
	10. You understand and agree that you are solely responsible for determining your applicable tax reporting requirements and the taxes that should be included or payable in respect of the Fees, Property or bookings, such as any applicable sales tax, value added tax (VAT), goods and services taxes (GST) or other municipal, state and federal indirect or other withholding and personal or corporate income taxes.
4. **CHANGES AND CANCELLATIONS TO BOOKINGS**
	1. You acknowledge and accept that you are not permitted to:
		1. make any changes to; or
		2. cancel,

any Guest bookings, unless otherwise agree with us in advance in writing.

* 1. In the event that you need to make changes or request a cancellation of a booking, we will use our reasonable endeavours to accommodate your request but you acknowledge and accept that we may not be able to. You will be liable for any and all charges attached to the request, in accordance with clause 6.3.
	2. You shall remain liable for any and all costs and/or losses (including fees, damages, expenses or charges) that we may incur or be liable for (including refunding the Fees) if you change or cancel a booking once it has been confirmed. You will be liable to refund the total Fees and you acknowledge that the Owner Booking Fee is non-refundable.
	3. If the Guest cancels the booking, this shall be dealt with in accordance with our terms and conditions with the Guests, which are available here: <https://millmeadow.co.uk/terms-and-conditions/> .
1. **TERMINATION OF THESE TERMS BY YOU OR US**
	1. You or us may terminate these Terms:
		1. immediately if the other has materially breached these Terms; or
		2. upon twelve (12) months written notice to the other.
	2. In the event that either you or us decides to end these Terms in accordance with clause 2.1, any Owner Booking Fee due in respect of bookings made up to the date of termination of these Terms shall be due and payable to us, regardless of whether or not it has been actually received from the Guest by the date of termination.
	3. If these Terms are terminated, we will stop advertising and marketing your Property from the date of termination and we will not accept any further booking for the Property. You will be responsible for managing all bookings made after the date of termination and you will be legally bound by the terms and conditions with the Guest, as if you had entered into a contract with them directly.
2. **DISPUTES**
	1. We will try to resolve any dispute between us and you in respect of our services under these Terms quickly and efficiently. If you are unhappy with our services or any other matter related to these Terms, please contact us as soon as possible.
	2. If there is a dispute with a Guest in respect of your Property, we will assist you as far as reasonably possible to try and reach a resolution.
	3. If you want to initiate court proceedings, the courts of England will have exclusive jurisdiction in relation to these Terms and the laws of England will apply to these Terms.
3. **LIABILITY**
	1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury, fraud or fraudulent misrepresentation) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
		1. losses that were not:
			1. foreseeable to you and us when we entered into these Terms; or
			2. caused by any breach on our part;
		2. business losses;
		3. loss of anticipated savings or revenue;
		4. loss of profit;
		5. losses arising from or associated with the information provided by you in respect of the Property; and
		6. losses to non-consumers.
	2. We shall not be liable for any acts or omissions by any Guest in respect of the Property. Guests are responsible for any and all damage or breakages to the Property during their stay and are liable to pay for such damage in accordance with our terms and conditions with the Guests.
	3. Our liability for any losses, damage, compensation, charges or any other sums incurred by you under or in connection with these Terms shall not exceed the amount of the Owner Booking Fees paid to us in the 12 months immediately prior to the event giving rise to the claim.
4. **PRIVACY**

**In this clause 10, the terms “personal data”, “processing”, “data breach”, “data subject access request” have the meanings given to them in the General Data Protection Regulation 2016/679 (“GDPR”).**

Your personal data

* 1. Any personal information that you provide to us in connection with these Terms (such as Property ownership information, payment information and/or ID) will be dealt with in line with our Privacy Policy which is available here: <https://millmeadow.co.uk/privacy-notice/>. This explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

Guest personal data

* 1. We will share Guest personal data with you when we have a specific reason for doing so that requires you to process that personal data for your own purposes (for example if you require their contact information to arrange entry into the Property and provide support during a Guest’s stay, and/or if you have a dispute with a Guest about the Property).
	2. You acknowledge and agree that where we share any Guests personal data with you, you will be acting as a joint controller of that personal data. You warrant that you will:
		1. comply with all applicable data protection laws in respect of the personal data;
		2. ensure that you only process the personal data of the Guests for the purposes of their booking pursuant to these Terms and not for any other purpose;
		3. ensure that you have in place and maintain appropriate technical and organisational measures to protect the Guests rights under data protection law and as otherwise required to meet your obligations under data protection laws;
		4. implement and maintain appropriate technical and organisational measures to protect the personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and
		5. maintain complete, accurate and up to date written records of all of your processing (as defined in the GDPR) in order to demonstrate your compliance with this clause and data protection law.
	3. You will notify us in writing within 24 hours if you become aware of any actual or threatened data protection breach (as defined in the GDPR) and provide all reasonable assistance and information as we may require in order to deal with such breach.
	4. You will notify us in writing within 24 hours if you receive a compliant and/or data subject access request from any Guest and you shall consult with us prior to responding (unless otherwise required by law). The responsibility for responding to a data subject access request falls to the party which first received the request.
	5. Each party is responsible for its own data protection compliance.
	6. You agree that you will not process or keep Guest personal data for any longer than is necessary after the Guest’s booking, unless you are required to do so by law.
	7. You are responsible for third party service providers (such as housekeepers or cleaners) that you use and for ensuring that those service providers process Guest personal data securely and in accordance with data protection laws.
1. **OTHER IMPORTANT TERMS**
	1. We may transfer, assign or novate our rights and obligations under these Terms to a third party, in which case we will notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
	2. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
	3. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
	4. These Terms constitute the entire agreement between you and us and supersede any prior terms, contracts, discussions or otherwise in respect of our services.
	5. No one other than you and us has the right to enforce any conditions of these Terms.
	6. You acknowledge and accept that Guests may post reviews on our website about your Property and their corresponding booking. You acknowledge that we have no control over the content of Guest reviews which are made publicly available and we are not liable for any such information posted by a Guest.
	7. Where there is an event (or sequence of events) beyond our reasonable control (including, but not limited to, fire, flood, drought, earthquake, any other natural disaster, epidemic or pandemic, outbreak of disease, war, riot, armed conflict, terrorism, civil war, embargo, nuclear or other chemical or biological war fare or contamination, or any Government law or regulation) preventing or delaying us from performing our obligations under these Terms, we shall not be liable for failure or delay in performance of such obligations. If such an event continues for a continuous period of more than three (3) months, we may terminate these Terms by written notice to you.