



*A Brittany Ferries brand*

## **Holiday France Direct Advertiser Terms and Conditions**

The following terms and conditions apply to all advertisements on the Holiday France Direct website, [www.holidayfrancedirect.co.uk](http://www.holidayfrancedirect.co.uk). Holiday France Direct is a brand belonging to BAI (UK) Ltd. In these conditions, the terms 'you' and 'your' refer to persons advertising a property to rent and 'we', 'us' and 'our' refer to BAI (UK) Ltd acting on behalf of BAI SA (France) trading as Holiday France Direct or Brittany Ferries.

### **All advertisements**

1. Each property advertisement page can feature one property only. Your Holiday France Direct properties advisor can advise you on additional property advertisement pages.
2. We need complete, accurate information about your property plus at least one property image before your advertisement can be uploaded to the website. Advertisements must contain nothing that is false or misleading.
3. Before your advertisement can be uploaded to the website, we require proof of property ownership from you and, if you aren't the owner, written permission from the owner authorising you to advertise the property on their behalf.
4. It is your responsibility to keep all aspects of your advertisement up to date including your availability calendar using the on-line password protected facilities provided by us and to reply to enquiries within 48 hours of receipt. If you do not respect this timeframe, we maintain the right to remove your advertisement from the website without notice.
5. We reserve the right to amend your advertisement at any time in line with our house style.
6. As part of Holiday France Direct's ongoing website optimisation work, we require reciprocal web linkage from your property website or web page to the Holiday France Direct website. The information on how to do this is in your password protected area on [www.holidayfrancedirect.co.uk](http://www.holidayfrancedirect.co.uk). Website urls must relate to the advertised property and can only be included in the designated website url field.
7. We cannot accept responsibility for any losses resulting from errors or omissions on your advertisement or any part of the Holiday France Direct website.
8. We reserve the right to refuse advertisements without explanation and have no liability for any expense in doing so.
9. If you wish to advertise a different property at any time, you must submit this as a new advertisement.
10. We make every endeavour to ensure that our suppliers deliver a reliable on-line service and that internet down-time, for whatever reason, is kept to a minimum. In the unlikely event of down-time, we are unable to provide compensation.
11. We reserve all rights in respect of the text and images on your advertisement page and we specifically reserve the right to use material contained therein for publicity and promotional purposes.
12. In all cases, the property booking contract is between you, the advertiser, and your guest. Holiday France Direct has no liability in this respect.
13. Holiday France Direct is not a letting agency and has no responsibility or liability for the level of enquiries and bookings you receive from your property advertisement page.

14. Additional services such as prime positioning on the Holiday France Direct website can be purchased but will not be effected until full payment has been received from you.
15. Reviews about your advertised property must always be from genuine guests who have stayed there.

#### **Paid advertisements**

16. Full payment is required before we can upload your property advertisement to the Holiday France Direct website.
17. We accept payment by debit or credit card.
18. On receipt of full payment for your property advertisement page, we will provide you with your Brittany Ferries travel account number which gives you and guests staying at the property advertised access to discounted passenger and car fares on Brittany Ferries' services. Your travel account number must not be given or made available to anyone else. In the event that you give the travel account number to someone who is not authorised to use it, then we reserve the right to apply the full applicable fare to any bookings made by that person using the travel account number. You are not permitted to combine Brittany Ferries' discounted fares with your property rental to create a holiday package.  
On receipt of full payment for your property advertisement page, you will also be provided with one £75 discount voucher for use against one Brittany Ferries booking per advertisement reference per annum. This special voucher is not transferable.
19. Your advertisement includes one web link which must link to information on the property that you are advertising. We do not permit linkage to competitors' websites and reserve the right to remove links without notice.
20. You are not eligible for any refund if you cancel your advertisement at any time during the advertising period.

#### **QuickBook advertisements**

21. Holiday France Direct will advise you of booking requests by email and by SMS. When you receive booking requests from us, within 48 hours you must provide booking confirmation to your guest and confirm the booking request in your password protected area on the website. If you do not respect this booking process, we maintain the right to remove your advertisement from the website without notice.
22. We levy a £34 VAT-inclusive booking fee from guests per booking request. You are required to deduct £34 from your advertised rental rate to the guest for each booking request.
23. The rental rates on your advertisement page must be in £ Sterling.
24. Advertisements must be ready to book, including the presence of future rental rates, failing which we reserve the right to show properties at the end of search results listings or remove properties from search results listings.
25. We will provide you with your Brittany Ferries travel account number which gives you access to discounted passenger and car fares on Brittany Ferries' services. Your travel account number must not be given or made available to anyone else. In the event that you give the travel account number to someone who is not authorised to use it, then we reserve the right to apply the full applicable fare to any bookings made by that person using the travel account number. You are not permitted to combine Brittany Ferries' discounted fares with your property rental to create a holiday package. We will provide your guests with their own travel account number.
26. At point of sign-up, your calendar must show a minimum of 8 available weeks for a minimum of 4 weeks from date of sign-up.

#### **You and Your Visitors**

27. The guidelines below regarding your responsibilities to your guests and to the law (You, Your Visitors and the Law) are an integral part of these terms and conditions.
28. We aim to provide a first-class service to the consumer. You are expected to co-operate with this aim right from the first enquiry via Holiday France Direct through to the handling of complaints or emergencies.  
It is essential that advertised properties are maintained to a high standard, and that arrangements are in place for cleaning between lets.
29. Holiday France Direct must be able to inspect any property advertised. In the event that after investigation we find a property is not up to standard or that an advertiser is not acting fairly or meeting local/national legislation, we reserve the right to remove the property advertisement from [www.holidayfrancedirect.co.uk](http://www.holidayfrancedirect.co.uk) without notice and to refuse further advertising from the advertiser.

### **You, Your Visitors and the Law**

Your property must be fully covered by insurance, comply with all safety legislation and be safe for guests to stay in.

By advertising with Holiday France Direct, you become subject to the Trade Descriptions Act, so please ensure that your advertisement does not mislead. If something changes between placing the advertisement and receiving an enquiry, you are obliged to tell the potential visitor, or you could be in breach of the law.

Our many years of experience tell us that complaints are minimal if accommodation is clean, appliances work and everything matches the description on your property advertisement page. Keeping everything up to standard is essential, so frequent checks are essential.

We recommend you advise your guests what they should do if anything does go wrong, and state clearly that this must be done the moment the problem occurs. If your guest tells you or your local representative straightaway, then you have the opportunity and responsibility to put things right and to assess at the time any level of rent rebate or other compensation that might be required.

Maintaining a visitor's book or file of letters from satisfied holidaymakers is a useful safeguard against unjustified claims.

If you do receive a complaint from a guest, it is in everybody's interest to ensure the problem is resolved quickly. In the event of dispute, you have responsibility for reaching agreement with your guest. We are not party to the booking contract and therefore cannot participate in complaint resolution.

In the event that after investigation we find a property is not up to standard or that an advertiser is not acting fairly or meeting local/national legislation, we reserve the right to remove the property advertisement from [www.holidayfrancedirect.co.uk](http://www.holidayfrancedirect.co.uk) without notice and to refuse further advertising from the advertiser.

### **Data Protection**

We take our responsibilities to comply with the General Data Protection Regulation, GDPR (May 2018) very seriously. We ensure all reasonable measures are taken to store and process data securely, be that by us or by our third party suppliers. Equally, we take great care to communicate clearly at all relevant points how data is stored and used for the purposes of Holiday France Direct website business, analysis and profiling. GDPR compliance is an integral part of our business systems planning process.

The BAI SA Data Protection Officer can be contacted by email ([contact\\_dpo@brittanyferries.com](mailto:contact_dpo@brittanyferries.com)) or by post (BAI SA, Port du Bloscon, 29688, Roscoff, France).

### **General**

Holiday France Direct, the Holiday France Direct logo, Brittany Ferries and the Brittany Ferries logo are trade marks or registered trade marks of BAI (UK) Ltd.

30. These terms and conditions are construed in accordance with English Law, and are subject to the courts of England and Wales.
31. These terms and conditions supersede all previous terms and conditions published by us.
32. On-line confirmation of these terms and conditions by you at time of sign-up is considered as acceptance, as is advertisement renewal in the second and subsequent years of advertising. A copy of the terms and conditions is available in your password protected owners area on the Holiday France Direct website.

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