



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. 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. Proof of ID - To avoid fraud, we require that you prove your identity. Please upload a copy of your photo driving licence (showing your current address) or if this is not available a copy of your passport is acceptable, although we may need to do some further checks to verify your address. This information is for our records only, it will not be displayed within your advert.
5. 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.
6. We reserve the right to amend your advertisement at any time in line with our house style.
7. 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. Website urls must relate to the advertised property and can only be included in the designated website url field.
8. We cannot accept responsibility for any losses resulting from errors or omissions on your advertisement or any part of the Holiday France Direct website.
9. We reserve the right to refuse/remove advertisements without explanation and have no liability for any expense in doing so.
10. If you wish to advertise a different property at any time, you must submit this as a new advertisement.
11. 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.
12. 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.
13. In all cases, the property booking contract is between you, the advertiser, and your guest. Holiday France Direct has no liability in this respect.
14. 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.

15. 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.
16. Reviews about your advertised property must always be from genuine guests who have stayed there.
17. Tourist Tax (Taxe de Séjour) - Many local French authorities charge a tourist tax for each person over 18 staying in holiday accommodation. It is your responsibility to advise the local 'mairie' that you own a holiday let so that they can tell how much to collect and how to pass it on to them.

Paid advertisements

18. Full payment is required before we can upload your property advertisement to the Holiday France Direct website.
19. We accept payment by debit or credit card.
20. 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.
21. 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.
22. You are not eligible for any refund if you cancel your advertisement at any time during the advertising period.

QuickBook advertisements

23. 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. In the event that you cannot accept the booking you will need to contact the guest directly to advise them, Holiday France Direct does not do this on your behalf.
24. 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.
25. The rental rates on your advertisement page must be in £ Sterling.
26. Properties listed in the advertisements must be ready and available to book, including the presence of rental rates, failing which we reserve the right to remove these properties from search results listings.
27. 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.
28. At point of sign-up, your calendar must show a minimum of 8 available weeks.

You and Your Visitors

29. 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.

30. 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.

31. 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 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 without notice and to refuse further advertising from the advertiser.

Data Protection

Both you and us undertake to comply with the regulations in force applicable to the processing of personal data and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as from 25 May 2018 (known as "the European Data Protection Regulation").

You are authorised to process the personal data necessary to provide the services required to fulfil this agreement. The nature of the operations carried out on the data is response to enquiries and the making of property reservations.

The personal data processed is the first name and the surname of the customer as well as their telephone numbers and email address.

We are authorised to process the personal data that you supply so as to be able to provide you with services relating to Holiday France Direct advertising. The nature of the operations carried out on the data is the data collection and transfer of the data in order to fulfil our agreement with you.

The personal data processed is first name, surname, telephone numbers, email addresses, postal address, nationality, gender and date of birth.

Each party undertakes to:

- a. Process the data only for the sole purpose(s) covered by this agreement.
- b. Guarantee the confidentiality of personal data processed under this agreement.
- c. Ensure that persons authorised to process personal data under this agreement undertake to respect confidentiality or are subject to an appropriate legal duty of confidentiality.
- d. Take into account data protection principles in relation to its tools, products, applications or services.
- e. Respond to requests to exercise the rights of the persons concerned.
- f. Implement the necessary security measures to protect the personal data transmitted to it by the other party.
- g. Subject to legal retention obligations, destroy all personal data at the end of the provision of services relating to each data item.

You will immediately notify any personal data breaches to Holiday France Direct, by emailing the Data Protection Officer of Brittany Ferries SA, contact_dpo@brittany-ferries.com

General

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

33. These terms and conditions are construed in accordance with English Law, and are subject to the courts of England and Wales.

34. These terms and conditions supersede all previous terms and conditions published by us.

35. 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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