



Standard Listing – Terms and Conditions

These Terms and Conditions form the basis of the contract between you and Kalkan Secrets Limited so please read them carefully.

You (the Owner) have appointed us (Kalkan Secrets Limited) to advertise (“List”) your Property on the Kalkan Secrets website (www.kalkansecrets.com). The details of the Property have been supplied to us by you. “We”, “us” or “our” are references to Kalkan Secrets Limited. “You” or “your” are references to the Property Owner and/or his or her representatives.

Nothing in this document affects your normal statutory rights.

1. Advertising your Property

We undertake to advertise (“List”) your Property on the Kalkan Secrets website for the period specified in the email to which this document is attached or the online form to which it is appended. If no period is specified, the agreement is open-ended, subject to the cancellation policy in 3. below. The intention of the Listing will be to attract potential holidaymakers to your Property for the purpose of booking a self-catering holiday letting in your Property. We may also from time to time advertise or promote your Property via social media sites including, but not limited to: Facebook, Google+, Twitter, Instagram, LinkedIn and by email marketing to our database of email subscribers. Unless specifically agreed between us at the time, the cost of any such promotions shall be borne by Kalkan Secrets Limited. From time to time we may also invite you to participate in special promotions for which there may be a separate one-off charge but participation will always be at your discretion.

2. Commission

You will not be required to pay in advance for the Listing but we will be entitled to receive commission at the rate of 5% of the gross rental income for any bookings in the Property that have been generated by Kalkan Secrets. The gross rental income upon which our commission is calculated shall be the full advertised rental price before any discretionary discounts are applied. Kalkan Secrets will invoice you for the commission payment once a booking has been confirmed by the client by payment of a booking deposit (or the full rental price if applicable).

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3. Cancellation Policy

The Listing agreement may be cancelled by either party by giving one month's notice; if you wish to cancel your Listing at any time you must inform us in writing. Upon receiving notice of cancellation, we will remove the Listing from the website within 30 days if possible but this cannot be guaranteed. If we cancel the Listing, we must inform you in writing. In the event the agreement is ended and there are existing bookings beyond the end of the notice period, and customers have paid the final balance on their holiday, you must fulfil the booking. In the event of a cancelled booking by the customer, the Kalkan Secrets Booking Conditions will apply.

4. Amendments to your listing

All amendments must be notified to us by email. We will endeavour to make the requested amendments in a timely manner and we will endeavour to do so within 48 hours but this cannot be guaranteed.

5. Our obligations

Upon receipt of an enquiry from a potential customer for your Property, we will check the calendar for availability and, if the Property is marked as unavailable, we will inform the customer and reserve the right to offer alternative properties if appropriate. If the Property is marked as available on the calendar we will respond as follows:

- In the event of an enquiry for your property being received by Kalkan Secrets we will notify you of the enquiry as soon as possible, by email or by telephone, in order that you may confirm that the Property is available and that you are prepared to accept the booking. We will endeavour to do this within 12 hours but, in rare cases, there may be a delay due to circumstances beyond our control.
- If you decline the booking, for any reason, we will inform the customer and reserve the right to offer alternative properties if appropriate.
- Should the enquiry prove to be successful and result in a booking, we will invoice you for an amount equal to 5% of the total rental you have charged the customer.
- You will be responsible for requesting all payments due from the customer and taking and holding any security deposit; you will also be responsible for any further liaison with the customer regarding their arrival at and departure from the Property.
- Wherever possible we will attempt to intercept and reject bogus, malicious or spam enquiries but we cannot be held responsible for accepting an apparently genuine enquiry that subsequently proves to be bogus, malicious or spam. Similarly, we cannot be held responsible for the consequences of you acting upon such an enquiry.

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- To the best of our ability, we will represent your Property accurately and fairly in your Listing and in all our dealings with your customers and potential customers but we cannot be held liable for losses arising from genuine mistakes and/or omissions.
- We will not hold out as the owner of the Property; we are acting only as an advertising portal on your behalf.

6. Your obligations

Your advertisement will be based upon information, data and images supplied by you.

- You take full responsibility for the accuracy and truthfulness of any information, data and images supplied to us by you for the purpose of the Listing. We cannot be held responsible for consequences arising from inaccurate or misleading detail that we have published when the detail was received by us in good faith.
- You confirm that you hold the relevant copyrights for any images, text or other material provided. We will not be held responsible for breaches of copyright relating to material supplied by you.
- You undertake to update us immediately whenever you accept a booking
- You undertake to provide us with an iCal feed from whichever calendar that you use as your master booking record and you undertake to keep that calendar fully up to date at all times.
- You accept that we cannot be held responsible for double bookings where you have not kept the calendar updated
- You undertake to inform us immediately of any material changes to the Property or any factors likely to affect the accuracy of the Listing.
- You will be supplied with a link to the Listing before it is published on our site. You take full responsibility for checking the accuracy of all information, descriptions and images within the Listing and you undertake to inform us, as soon as possible, if you discover any inaccuracies or mistakes in the Listing.
- In the event of an enquiry we will notify you by email or telephone to check availability and price; you undertake to respond as soon as possible.
- You are not and will not hold out to be employed by or connected to Kalkan Secrets Limited in any way.
- To the best of your ability you will do nothing to bring Kalkan Secrets Limited, its employees and officers into disrepute.
- You will represent your Property accurately and fairly in all your dealings with customers and potential customers.
- You accept that Kalkan Secrets Limited cannot guarantee the quantity or quality of any enquiries generated through the Listing.

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- Unless otherwise agreed with us, you are responsible for ensuring that your guests' passport and registration details are collected and accurately submitted to the GIYKIMBIL system as required by local law.
- You also agree to: appoint a maintenance company to ensure high standards of property, pool and garden maintenance; maintain the payment of all utility bills at the Property and fees for all guest services and Property care including cleaning, repairs and maintenance, meeting guests on arrival (or use of a key safe) and provision of a food & drink welcome pack for guests where advertised; hold appropriate insurance cover at all times including public liability cover; maintain the provision of all facilities at the Property as advertised
- You accept full liability for any claims for compensation from guests arising from a stay at the Property that has been booked through us unless we have been negligent in our dealings with you or your booked guests.

7. Complaints

Every effort has been and will be made to ensure that your Listing is accurate and achieves the results you desire. If, however, you have any cause for complaint it is essential that you contact us immediately by email so that the matter can be resolved.

8. Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to any monies we are holding on your behalf at any time. We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Terms and Conditions.

Your listing is accepted in good faith as a business-to-business transaction and you acknowledge that we shall not be liable for any business losses howsoever suffered or incurred by you. We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

9. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us shall be dealt with by the Courts of England and Wales.

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10. General

You may not transfer your Listing or any rights and responsibilities under these Terms and Conditions to any other person, without our prior written consent.

If, at any time, any part of these Terms and Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

These Terms and Conditions, together with our confirmation email, contain the entire agreement between us and you relating to the Listing and supersede any previous agreements, arrangements or discussions.