

Traveller Terms and conditions

Last updated: November 30, 2018

1. Introduction

1.1 The Traveller T&C's are a binding contract between HomeAway UK Ltd and the Traveller. By using or accessing the Site www.homeaway.co.uk or HomeAway's platforms or systems and also via mobile applications (for mobile phone, tablet and other devices or interfaces) (collectively, the "Site"), you acknowledge that you agree to and are subject to the Traveller T&C's. The operations of HomeAway in Europe are managed by HomeAway UK Limited of Level 25, Portland House, Bressenden Place, London SW1E 5BH ("HomeAway" "we" "our" "us"). HomeAway is an indirect subsidiary of Expedia Group, 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, through the Site. Booking payments conducted through the Site (the "Payment Services") are handled by third party payment providers and/or HomeAway Sàrl, of 48 Mount Street Upper, Dublin, D02 YY23, Ireland or by HomeAway.com, Inc, of 1011 W. Fifth Street, Suite 300, Austin, Texas 78703 with respect to Payment Services made in US dollars ("HomeAway Payments"). 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, HomeAway and each of their subsidiary and affiliate companies.

1.2 These terms and conditions (the "Traveller T&Cs") together with the [Privacy Policy](#) govern the relationship between HomeAway and any individual using or accessing the Site and any of the content or services available through it as a traveller or potential traveller, and who is not using it in his/her/its capacity as a property owner or property manager (each, a "Traveller" or "you"). Travellers include people who use the Site to access information about and to book properties, whether for business or leisure purposes, from property owners or property managers. Bookings of holiday rental properties through the Site are governed by these Traveller T&C's, whereas bookings of hotel rooms through the Site are governed by [Expedia Partner Solutions T&Cs](#).

1.3 A Traveller's booking through or use of a HomeAway site is governed by the terms and conditions on the HomeAway site through which the booking is finalised (and not necessarily the HomeAway site on which the Property was originally listed). If there are any conflicts between the terms and conditions of the HomeAway site you found the Property on and the terms and conditions of the HomeAway site you finalise a booking through, the terms and conditions of the HomeAway site where the booking is finalised will govern and prevail. ***If you do not fully agree to the Traveller T&Cs, you are not authorised to access or otherwise use the Site.***

1.4 HomeAway does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts. As a consequence, the Services may only be used by persons aged 18 and over.

1.5 HomeAway may revise these Traveller T&Cs from time to time for reasons such as a technical development, a change in business operations, new or amended or discontinued products or features,

or due to a change in applicable laws. You will be provided with 15 days' notice in advance of any changes to any of the terms of these Traveller T&Cs or our decision to terminate these Traveller T&Cs. We will inform you of such changes or termination via your email address. You should visit this page periodically to view the most current Traveller T&Cs because they are binding on you.

1.6 HomeAway may ask you to provide it with personal information directly. For example, HomeAway may ask you to provide your contact details such as full name, telephone number and email address, in order to enable your Property booking. For more information about the personal data we collect and your rights, please read our Privacy Policy.

2. The Basics

2.1 This Site is a place where Travellers can view listings of, and obtain information about, properties offered for rent ("**Properties**") by others, including property owners, lessees and managers, (each, an "**Owner**" and collectively with a Traveller, the "**users**"). We may also offer other tools or services to allow users to communicate with each other and to enter into rental agreements or other transactions with each other.

2.2 The Site acts only as a venue for users to interact with each other. Rental contracts are concluded only between the Traveller and the Owner. HomeAway is not, and does not become, a 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. You acknowledge and agree that the Traveller and the Owner will be responsible for performing the obligations of any such agreements, between the Traveller and the Owner, that HomeAway is not a party to such agreements, is not acting as an agent on behalf of Owners and disclaims all liability arising from or related to any such agreements. This is true even if the Site facilitates a booking for 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, and the Owners are not considered as HomeAway's service providers. HomeAway is not an organiser or retailer of travel packages under Directive (EU) 2015/2302.

2.3 Owners may be either individual property owners acting on a consumer to consumer basis, or property managers operating on a business to consumer basis. If you enter into a rental agreement with an Owner on a consumer to consumer basis, please be aware that consumer law will not apply in relation to your contract with the Owner. The Owner is solely responsible for determining whether or not they are operating as a consumer or a business and for any representations they make to Travellers with respect to their status.

2.4 Travellers 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. Travellers should please note that Owners are responsible for and agree to abide by all laws, rules and regulations applicable to the listing and rental of their Property and to the conduct of their rental property business. 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 any Property Listed on the Site, there may be circumstances where we are nevertheless obligated to provide information relating to any listing in order to comply with governmental or regulatory bodies investigations, litigation or administrative proceedings.

2.5 HomeAway charges a service fee payable by Travellers who book a Property on the Site via the Site checkout (the "**Service Fee**"). 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 and damage deposits charged by the Owner). Depending on the laws of the jurisdiction where the Traveller and/or Owner resides, the service fee may be subject to (or may include) VAT, Stay Taxes (as detailed in section 2.8), or any other equivalent indirect taxes that are applicable. Owners agree not to encourage or advise a Traveller to avoid or circumvent the service fee charged by HomeAway, and Traveller agrees not to avoid or circumvent the service fee.

2.6 HomeAway may be required to collect and remit taxes (inclusive of VAT, sales taxes, or other equivalent taxes) on the Service Fee. Where required, HomeAway will provide the Traveller with an invoice stating the amount of taxes charged on such Service Fee. If the Traveller is entitled to an exemption from indirect taxes or their equivalent on the Service Fee, it must provide HomeAway with required documentation and support for such exemption.

2.7 If the Traveller is a business traveller that is VAT registered or an employee of a company that will reimburse VAT charged, it must provide HomeAway with the valid VAT number and its related billing address, in order for HomeAway to apply the reverse charge mechanism, where applicable, to the Service Fee. If the Traveller has a billing address in the UK, the reverse charge mechanism is not applicable and a UK VAT charge will apply.

2.8 Collection and remittance of the Stay Tax: Travellers are liable for the payment of Stay Tax (as defined below). The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Rental Amount set by Owners, a set amount per day, amount based on number of guests, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("Stay Taxes"). In certain jurisdictions, such as France, only Travellers aged 18 and over are liable for the payment of Stay Tax. Other exceptions to the payment of the Stay Tax might apply, in such event the Traveller shall claim a refund to the relevant local authority in charge of collecting the Stay Tax. In certain jurisdictions, where the law authorizes this, HomeAway may directly collect and remit the Stay Tax on behalf of the Owners. In such case, the Owners will have no action to take regarding the collection from the Travellers and the remittance to the city of this Stay Tax. In any jurisdictions in which such process will be implemented, Owner hereby instructs and authorizes HomeAway to collect the Stay Tax from the Travellers on their behalf and to proceed to the relevant tax filing requirements before the City, including its remittance. In application of Law 2017-1775 dated as of 28th December 2017, Stay tax in France will be progressively collected by HomeAway in relation to bookings made for vacation rentals located in all French cities having implemented a stay tax ("taxe de séjour au réel") collection and remittance.

2.9 The Site is made up of Property Listings provided by Owners and content from other third parties. Such content is the responsibility of the Owner or third party creator of the content. We have no responsibility for such content as we are merely providing access to the content as a service to you and providing you with the facility to communicate directly with the Owner to enquire about a Property and make bookings with the Owner for the rental of such Property. All bookings you make are made directly with the Owner and your contract will be only with the Owner. Any such contract will govern your right to occupy and use the Property and may contain obligations to pay additional fees and taxes. HomeAway is not a party to any such contract and HomeAway has no liability to you for the Owner's provision of the Property. We do not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any information in the Listings on the Site or any opinions/content posted by third parties. Further to clause 10, and in application of the webhosting status, HomeAway will remove the content if it becomes aware or is notified that the content is illegal.

3. Property Listings and Interaction with Owners

3.1 Please note that Owners are entirely responsible for all of the information, including images, text and other content, relating to the Properties they offer (“**Listings**”), for updating them and ensuring (where relevant) that they are correctly translated.

3.2 If a Traveller finds a Property of interest, an information request can be sent to the Owner (an “**Enquiry**” or “**Enquiries**”) stating the traveller’s name along with any requested information, without having to log in to the Site for that purpose. We may offer different email newsletters from time to time intended to enhance the services we offer. Travellers have the choice whether or not to receive marketing email communications from HomeAway, and may cancel their subscription to these email newsletters at any time through the [Communications Preference Centre](#), although it may take a short while for the changes in preferences to become effective.

3.3 The Traveller will receive a confirmation from HomeAway once an Enquiry has been sent to the Owner.

3.4 The Owner may then communicate with the Traveller directly in connection with the Enquiry and Travellers and Owners may also communicate with each other via the Site (and via other tools on the HomeAway platform).

3.5 Where an Owner has enabled online bookings, Traveller will be able to make a booking online, which shall be approved or declined by the Owner within 24 hours. For online payment, a Traveller whose booking was confirmed by the Owner will be able to pay with their credit card through the payments gateway offered by our third party payment provider and/or HomeAway Payments. The online payment service is subject to the terms and conditions of the third party payment provider or, in the case of HomeAway Payments, the Accommodation Fee Collection Agreement and Traveller agrees and acknowledges that (with exception of HomeAway Payments’ obligations pursuant to the Accommodation Collection Fee Agreement) HomeAway has no control over or any responsibility for this service.

3.6 Communications between Travellers and Owners using the HomeAway platform must not include email addresses or phone numbers. Please be aware that any communication on the Site (or through the HomeAway platform) will be available for viewing by HomeAway employees and representatives in order to comply with its obligations due to its webhosting status and to monitor for compliance with the Traveller T&Cs.

3.7 HomeAway may, from time to time, use third party e-mail servers to enable us to send and track receipt of the Enquiry emails, and analyse the pattern of Enquiry usage reported by these third party tracking systems. Our system does not store messages indefinitely but for a 3-years period only, and such messages may not be accessible after having been delivered to you. **Please print a copy of any message which is important to you – for example a payment receipt or a booking confirmation.**

3.8 Owners and Travellers are solely responsible for the content of their communications between each other.

4. Ranking and 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 automatically depending on filters used by travellers, traveller

preferences, as well as Owners' "**Ranking**" which may consist of the attributes of the property, the quality of the experience provided and the compensation paid for bookings. Attributes of a property are evaluated based on a variety of factors such as traveller feedback, amenities, and the location of a property. The quality of the experience is based on a variety of factors such as calendar accuracy, Owner response times and booking acceptance, online booking and online payments capability, rate consistency and quality stay experience. The compensation paid for bookings is also a factor for the relative ranking of properties with similar offers, based on the relevance factors described above. If a listing is placed on a subscription basis, search results may also vary depending on the search criteria used by a particular Traveller. HomeAway reserves the right to apply automatically various search algorithms or to use methods to optimize Ranking results for particular Travellers' experiences and the overall marketplace. 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 Ranking 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.

5. Registration and establishing an Account

5.1 Should Travellers wish to use services available to them on the Site other than simply making an Enquiry, they must register with the Site. HomeAway does not authorise anyone to register with the Site unless they are able to enter into legally binding contracts. As a result of successfully completing the registration process, the Traveller obtains a user account for the Site (an "**Account**").

5.2 To obtain an Account, a Traveller must follow all the instructions given by HomeAway during the registration process. A Traveller can sign up for an Account using a personal email address or alternatively can sign up using Facebook login credentials by clicking on the Facebook login button on the registration screen.

5.3 The Traveller's Account includes information which is made publicly available to other users of the Site and can also be seen by other internet users not registered on the Site, for example, it may show up in Google search engines. An Account includes, amongst other things:

- A dedicated page, known as "My profile" page, on which the Traveller's profile name will be listed as a mandatory field. Other personal and travel information are optional, at the discretion of the Traveller;
- The ability to monitor specific Properties;
- Save favourite Properties;
- Add notes and create lists;
- Save comments on Properties;
- Place reviews of rented Properties;
- Link Traveller's Facebook account. By logging in with Facebook or linking an Account with Facebook, the Traveller agrees to transfer their login credentials from Facebook and to display the list of Facebook friends who also have an account with HomeAway Group. This information will be displayed on Traveller profile page;

- Share favourite Properties or lists with others, such as friends and family and social networks; and
- A link to Owner Reviews (as defined below).

5.4 Tax regulations may require us to collect appropriate Tax information from Travellers. Traveller is responsible to ensure all information provided is accurate, complete and kept up-to-date.

5.5 Travellers can deactivate their Account at any time and they can also unlink their Account and public page from Facebook at any time. Travellers can unlink their Accounts by going directly to their Travellers profile settings page. You understand and accept that even if you deactivate your Account data could be retained by HomeAway Group under the terms of the Site's [Privacy Policy](#), or [Cookie Notice](#). You understand and consent to the use of your data as outlined in the [Privacy Policy](#) and Cookie Notice. You also understand and accept that data relating to your transactions with HomeAway Group could have been transmitted to and remain on other sites, for example Google if Google search engine technology has copied content from HomeAway Group's sites or systems.

5.6 HomeAway also uses Google Analytics 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. You understand and accept that the HomeAway Group has no control over Google's data collection.

6. Rights and obligations of HomeAway

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

6.2 Further, you also acknowledge that Owners and not HomeAway are responsible for the accuracy with which the photos and descriptions depict the relevant Property.

6.3 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 Travellers and Owners 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 Travellers to take other reasonable measures to assure yourself of the Owners identity and 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 and that HomeAway will have no liability to you in any such event.

6.4 You acknowledge that HomeAway is not responsible for checking the identity, or for the behaviour, of Owners or for establishing the nature, condition or existence of a Property.

6.5 HomeAway reserves the right to transfer these Traveller T&Cs, and to assign or subcontract any or all of its rights and obligations under these Traveller T&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 you are given under these Traveller T&Cs.

7. Intellectual Property

7.1 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.

7.2 Travellers are permitted to download, display or print individual pages of the Site to evidence any agreement with HomeAway and to retain a copy of their bookings. The relevant file or the relevant printout must clearly bear the text “© Copyright 2018 HomeAway - All Rights Reserved”.

7.3 Where a Traveller submits to or transmits through the Site (or HomeAway’s platform or systems) any content of any type, including text or images, the Traveller undertakes that he/she has the legal rights to do so.

7.4 To the extent that Travellers’ reviews or other content may contain trademarks or other proprietary names or marks, Travellers undertake that they have the right to use such names or marks.

7.5 By submitting Content to the Site, the Traveller grants HomeAway Group, and the affiliated co-branded and/or linked website partners through whom we provide service or distribute listings (collectively, the “HomeAway Affiliates), for the duration of the legal protection of rights in the Content, and progressively for the duration of the publication on the Site or other media, the rights in the Content for the Authorised Purposes as defined and set forth below. To the extent applicable and permitted by law, Traveller waives moral rights or grants a non-exclusive, royalty-free, transferable, and irrevocable license to HomeAway Group to use Traveller’s moral rights in any Content.

i) “**Content**” means all text, descriptions, reviews, photographs, images and any other content that the Traveller submits to the Site.

ii) “**Rights granted**” consist of the following: a non-exclusive, royalty-free, transferable, irrevocable license for the duration of the publication of Content on the Site or other media , to reproduce, translate, distribute, publish, publicly display and perform the Content world wide.

iii) “**Authorized Purposes**” consist of displaying and performing the Content on the Site, on all websites and in any and all media now known or hereafter developed of HomeAway and Expedia, of all subsidiaries, related affiliated companies and affiliates of HomeAway and Expedia.

8. Travellers’ Accounts, Communications and Reviews

8.1 Travellers must provide only accurate and truthful information concerning their identity, including country of residence, in their Accounts and profile pages, and any other communications on the Site, including reviews of Properties.

8.2 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.

8.3 Travellers who have booked through the Site may post their reviews of Owners' Properties ("Traveller Reviews") on the Site. The Owner is given the opportunity to view Traveller Reviews, and to respond to them. More detail about Traveller Reviews and Owner Reviews is available [here](#). Owners will also be given the opportunity to rate the Traveller's stay ("Owner Review(s)") and that Owner Reviews will be made available to Owners who you make contact with. Owner Reviews cannot be used to exclude or discriminate against individuals. Once either the Traveller or Owner submit a review, the other has 14 days to submit a review. In application of the webhosting status, HomeAway shall remove the Content if it becomes aware or is notified that the Content is illegal. Further, HomeAway may decline to post Contents or may remove any Content that HomeAway finds don't not comply with [Content Guidelines](#).

HomeAway otherwise expressly disclaims any liability for any Traveller or Owner Review, subject to its obligations pursuant to its webhosting status (for instance, deletion of content notified as being illegal). Traveller acknowledges and agrees HomeAway may make such Owner Review available to other Owners who the Traveller contacts through the Site. More detail as to the Owner Review process is available [here](#).

8.4 Please note that HomeAway does not, and realistically does not have the ability to, verify the accuracy or otherwise of Traveller Reviews, Owner Responses or Owner Reviews.

8.5 HomeAway nevertheless requires all Traveller Reviews, Owner Responses, Owner Reviews and other communications using HomeAway's systems to conform to the [Content Guidelines](#), and may decline to post any of them that HomeAway finds do not comply. HomeAway will not edit or otherwise modify reviews on a Traveller or Owner's behalf. A Traveller or Owner may contact [Customer Service](#) to remove their published review. HomeAway will promptly notify the user of the reasons why the content has not been displayed or has been removed from the website and the user may send his comments to HomeAway, if any.

Traveller agrees to comply with any applicable export and/or embargo laws. Further, the Traveller holds that they are not on the US Government list of prohibited parties and represents that they are of the applicable legal age to contract with HomeAway.

8.6 HomeAway does not generally conduct identity checks. If Travellers suspect that the Owner has supplied false information, they are invited to notify HomeAway through the [Help page](#).

8.7 HomeAway complies with its Privacy Policy. Further details can be obtained from the [Privacy Policy](#). The Traveller consents to the use of his data as outlined in the Privacy Policy. Traveller should note, Owners have generally authorised HomeAway to forward the Owner's contact details, including telephone number, to Traveller in connection with a Property booking. Traveller may ask for these details to be supplied on production of proof of the booking; alternatively, these details may be made available to Traveller through their Accounts.

9. Prohibitions

The Traveller shall not directly or indirectly:

- 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;
- Monitor content on the Site or HomeAway's platform or systems 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 adverts for properties available for booking, or any subset of the same or which is in the business of providing services that compete with the 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;
- Use the Site or HomeAway's platform or systems for purposes other than those referred to in these Traveller T&Cs;
- Use the Site or the tools and services on the Site for the purpose of booking or soliciting a rental for a property other than a Property under a valid Listing;
- 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;
- Upload or send to the Site (or HomeAway's platform or systems) any contents or programs, which on account of their size or nature, might damage HomeAway's computers or networks;
- Include content on the Site (or HomeAway's platform or systems) that breaches any applicable criminal or other laws, or encourages any such breach;
- 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);
- 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;
- Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material; or
- Refer to HomeAway or any member of the HomeAway Group in any way that might lead someone to believe that the Traveller or any website is sponsored by, affiliated with, or endorsed by HomeAway or any member of the HomeAway Group.

10. Right to delete content

Travellers are responsible for ensuring that their communications, and content posted, through or in connection with the Site, including Traveller Reviews and communications with Owners, do not

infringe the law, the rights of any person or entity, or contain false information, personal insults, anything libellous, slanderous or defamatory, anything that infringes copyright, data protection law or the [Content Guidelines](#). HomeAway may review any data on the Site or HomeAway's platform or systems and delete it or alter it when it is no longer accurate or up-to-date. Without prejudice to any other available remedies, HomeAway shall be entitled immediately to remove from the Site any communications or content that infringes these requirements, and to suspend or prevent the usage of any related Account, without prejudice to HomeAway's obligations in application of its webhosting status. The user will be promptly notified of the reasons why those measures have been taken and he may send any comments to HomeAway.

11. Notifications and copyright complaints

11.1 If you wish to make a complaint or to send us any other message please contact [Customer Service](#) or send us a letter by post to c/o HomeAway UK Ltd 25th Floor, Portland House, Bressenden Place, London SW1E 5BH.

11.2 HomeAway.com, Inc. respects the intellectual property rights of others and expects Owners to do the same. HomeAway has and enforces a policy of not permitting users to post any materials that infringe the copyrights of others, and under appropriate circumstances HomeAway will terminate the account of subscribers and account holders who are repeat infringers. Repeat postings of infringing material are cause for termination of service.

To report alleged copyright infringement taking place on or through the Site, please submit a Notice to us at HA-Copyright@expedia.com specifying the following:

- Your address, telephone number and email;
- Detailed information about the content concerned (display of the image or text), including the following:
 - (i) Identify the copyrighted work claimed to have been infringed, including copies of or a link to the original work; and
 - (ii) Identify the material that is claimed to be infringing or to be the subject of infringing material or activity, providing information sufficient to permit us to locate the material; and
- A formal declaration affirming 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.

12. Liability of HomeAway

12.1 The Site is merely a venue allowing you to view Properties listed on the Site, communicate with Owners in respect of any queries or questions you may have, or to make a booking with an Owner for the rental of a Property. We accept no liability in relation to any contract you enter into with an Owner or for any Property you book, except to the extent that we collect tax information and/or Stay taxes on the Owner's behalf, nor do we accept liability for the acts or omissions of any Owners or other person(s) or party(ies) connected with the Property. For all Properties, your contract will be with the Owner and their terms and conditions will apply to your booking. These terms and conditions may

limit and/or exclude their liability to you and you are advised to read them carefully before making a booking.

12.2 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. Travellers are advised to obtain suitable travel insurance to cover their booking for the Property from an Owner, including in the event they have to cancel their booking. It is the Traveller's responsibility to ensure that the insurance it purchases is adequate and appropriate for the Traveller's particular needs.

12.3 As a consumer you have certain rights (including that, for services, we will provide them using reasonable care and skill). Nothing in these Traveller T&Cs will affect your legal rights. For details information on your legal rights please visit the Citizens Advice Website www.adviceguide.org.uk or call 0345 04 05 06.

12.4 HomeAway, as hosting provider, will be liable in the event of HomeAway's fault. HomeAway is liable for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these terms were entered into, both we and you knew it might happen, for example if you discussed it with us.

12.5 HomeAway will not be liable, in case of any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, notably including reasonable legal fees, ("Claims"), brought or occasioned by third parties alleging, arising out of, or in connection with: (a) any material or content you provide to the Site; (b) your use of any content on the Site; (c) any breach by you of these Traveller T&Cs; or (d) your use of the Property. HomeAway will promptly provide notice to you of any such claims. If you are dissatisfied with the Site (or the HomeAway platform or systems) or you do not agree with any part of these Traveller T&Cs, then your sole and exclusive remedy against HomeAway is to discontinue using the Site. Nothing in these Traveller T&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.

13. Miscellaneous

13.1 These Traveller T&Cs shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts, without prejudice to the applicable law and jurisdiction of the courts where the Traveller is resident. By way of illustration, mandatory provisions of French Law will apply and French courts will have jurisdiction for Travellers who are residents in France.

13.2 These Traveller T&Cs, the Privacy Policy and the Cookie Notice contain the entire agreement between HomeAway and Traveller relating to their subject matter.

13.3 HomeAway recommends that you save your own copy of these Traveller T&Cs in a separate file on your device or in print-out form.

13.4 HomeAway's failure to act with respect to a breach of these Traveller T&Cs by the Traveller or others does not waive HomeAway's right to act with respect to subsequent or similar breaches.

13.5 The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Traveller T&Cs.

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