

General Terms and Conditions - Holidu Hosts GmbH

1. Holidu Hosts is offering a software tool (hereinafter “Holidu Hosts tool”) to distribute and market vacation rental properties (hereinafter “properties”) on various distribution channels. This includes the initiation and conclusion of travel agreements - further referred to as “bookings” - and their amendment, cancellation and termination as well as certain responsibilities related to payment handling and dispatch of travel documents described hereafter. All services provided are in digital form and no hard copies of data or services will be made available. Both parties agree to integrate the accommodation provider’s property/ies into the Holidu Hosts tool and to distribute them to various distribution channels (e.g. Holidu, Booking.com, Airbnb).
2. If the accommodation provider is offering property pictures to Holidu Hosts, the accommodation provider guarantees to hold the respective image copyrights and allows Holidu Hosts to use and amend these pictures. In case there are no high-quality pictures available, Holidu Hosts is entitled to create new, own image material, at which Holidu Hosts then holds the exclusive image copyrights.
3. If there are no property description texts or pictures available, the accommodation provider allows Holidu Hosts to visit his property in order to take professional photos and create individual description texts.
4. The accommodation provider guarantees that all calendar data and availabilities listed in the tool are always up to date, in order that properties can be instantly booked online by guests, without any prior request and confirmation thereof being necessary. In case of instant bookings, they are automatically confirmed by Holidu Hosts and they are binding.
5. The accommodation provider entitles Holidu Hosts with a collection mandate in order to collect the booking amount of each booking directly from the guest or from the distribution channel. This includes next to the rental prices all additional charges which are payable prior to arrival as well as all amendment and cancellation charges.
6. The accommodation provider can use the Holidu Hosts tool for exclusive distribution of his property/ies, which means that the only distribution channels used are the ones managed through the Holidu Hosts tool. In the opposite case of non-exclusive distribution the accommodation provider is managing other distribution channels separately from the Holidu Hosts tool.
7. When distributing a property, Holidu Hosts reserves the right to increase the accommodation provider’s configured nightly rate according to the commissions charged to Holidu Hosts by the respective distribution channels.
8. In order to eventually publish the property/ies online on the selected distribution channels, Holidu Hosts needs a copy of the accommodation provider’s passport or ID card.
9. The very first guest reservation will be payed-out to the accommodation provider 2 working days after the guest’s check-in date.

10. The accommodation provider can obtain the Holidu Hosts payout conditions by providing the following document: recent copy (maximum 3 months old) of a billing document (heating, electricity, telephone etc.) from his property/ies. If the accommodation provider is an agency, he should provide the agency contract including the homeowner's signature. If these documents can't be provided, the payouts will always be completed only 2 days after the guest's check-in date.

11. Bookings coming from distribution channel sites are subject to the respective site's payment and cancellation terms, not to the accommodation provider's terms. The accommodation provider sees and accepts each site's payment and cancellation terms by enabling the respective distribution channel in the Holidu Hosts tool.

12. The accommodation provider offers a guarantee of the same or lower accommodation rates through the service as through any own channel, for the same date(s) and for the same accommodation with the same configuration of contractual terms and restrictions, policies, amenities, and accompanying services and facilities.

13. Holidu Hosts agrees with every single distribution channel on their cancellation policies towards the guest. In case a guest cancels a booking, he is obliged to pay the respective amount.

14. Holidu Hosts, having the collection mandate, is authorized to collect the open booking amount according to the respective cancellation policy. After receipt, Holidu Hosts directly forwards the amount minus possible administration fees to the accommodation provider.

15. If the accommodation provider cancels a booking, the accommodation provider is obliged to immediately reimburse Holidu Hosts with the pre-payments already made. If this cancellation is due to force majeure (property being sold, accidents, natural disasters), no penalty shall apply. In the opposite case, the following penalties shall apply: 10% of the total received if the booking gets cancelled within 7 days after the booking has been made 20% of the total received if the booking gets cancelled within 8-15 days 30% of the total received if the booking gets cancelled after 15 days or more.

16. Holidu Hosts does not require an exclusive cooperation, i.e. the accommodation provider can offer his properties to other distribution channels and Holidu Hosts can do the same with other accommodation providers. For this reason, Holidu Hosts is not guaranteeing any minimum occupancies or booking volumes. As soon as a property is being booked through another distribution channel, the accommodation provider is obliged to manually update his Holidu Hosts calendar, in case no automatic calendar synchronization is in place. The calendar's accuracy and up-to-dateness is indispensable due to Holidu Hosts' instant booking offer.

17. The accommodation provider can always add a new booking / reservation to the Holidu Hosts calendar if there is not already a booking / reservation generated through Holidu Hosts. In this case, the booking / reservation through Holidu Hosts prevails.



18. The accommodation provider is responsible for paying any local taxes related to the renting of their vacation rental. Holidu Hosts emits an invoice to the accommodation provider for each confirmed booking generated via the tool.

19. With this contract the accommodation provider assumes full responsibility to observe the current law, exempting Holidu Hosts its affiliates, its employees and any representative from any expenses and / or sanctions due to any committed infringements.

20. The cooperation agreement is valid after signed by both parties and is entered into for an indefinite period. In case of a contract termination, no matter of which reason, the accommodation provider remains bound to meet the obligations in respect to the already procured bookings and fulfil them in accordance to this contract.



Holidu Referral Program Terms of Use

1. Eligibility

1.1 The Holidu GmbH Referral Program (Referral Program) allows participants to earn monetary compensation by referring hosts to publish their vacation rental and become new hosts on Holidu.

2. Participation

2.1 To participate in the Referral Program, members must refer new hosts to Holidu using their unique referral link provided in their Holidu account. A new host is one whose account was initially created through the referrer's custom link.

3. Referral Program compensation

3.1 Referral rewards will be paid to participants in the form of monetary compensation to the minimum amount of €75 per referred property (seasonal and/or regional offers may apply) that is published by a host who signed up through the referral link.

3.2 Referral compensation rewards will be paid to the referrer within the time frame of 30 days of the newly-referred property being published on Holidu.

3.3 For new properties published under the same account, the referrer will receive the minimum compensation of €75 per property published on Holidu within the window of 90 days of the first property publish date.

3.4 Holidu reserves the right to withhold referral rewards if the participation in the Referral Program is deemed fraudulent, in particular, if a case of clause 8 occurs or does not meet the referral requirements.

3.5 Referral rewards are subject to change at the reasonable discretion of Holidu. Holidu will give reasonable advance notice of any such change. Continued participation in the Referral Program after any modification shall constitute consent to such modification.

4. Super Referral compensation

4.1 Super Referral rewards will be paid to participants in the form of monetary compensation in the amount of €100 for 3 referred properties published or €1000 for 10+ referred properties published on Holidu through the participant's unique referral link within the same quarter (e.g. January 1st to March 31st).

4.2 Super Referral rewards will be paid to the Super Referrer within 30 days of the quarter end. For example, the quarter ends on March 31st, the Super Referrer can expect their compensation by April 30th.

4.3 Holidu reserves the right to withhold the Super Referral rewards if the referred property is no longer published on Holidu within the same quarter of it being published (e.g. 1st January to March 31st) or if the participation in the Referral Program is deemed fraudulent or does not meet the referral requirements.

4.4 Super Referral rewards are subject to change at the reasonable discretion of Holidu. Holidu will give reasonable advance notice of any such change. Continued participation in the Referral Program after any modification shall constitute consent to such modification.

5. Referred hosts

5.1 Referred hosts who have signed up to Holidu using the participant's unique referral link will also receive compensation in the form of a 50% discount on their onboarding fee.

5.2 This discount may not be transferred to another person, exchanged for cash, or combined with other Holidu incentives and discounts.

5.3 The referred host may only use one referral link. If a referred host receives referral links from multiple participants, only the participant associated with the referral link used by the referred host will receive the referral reward.

6. A qualifying referral

6.1 A qualifying referral is defined as a new host's property published on Holidu using the unique referral link of the participant. Holidu reserves the right to not publish a referred property if it does not meet quality standards or is located in an area where Holidu service is not present.

7. Limitation of referrals

7.1 There is no limit to the number of referrals participants can make and receive compensation for.

8. Prohibited activities

8.1 Participants in the Referral Program may not use spam or unsolicited emails to refer new hosts to Holidu. This includes mass emailing, texting or messaging people participants do not know or using automated systems or bots through any channel to distribute the participant's referral link. Participants are prohibited from paying to advertise their referral links or distributing their referral link on behalf of Holidu. Participants are prohibited from obtaining host data in a non-compliant way to distribute their referral link.

8.2 Participants may not refer themselves using different email addresses, bank information or contact information. Similarly, participants may not refer family members from the same household.

8.3 Participants may not engage in fraudulent or deceptive activities to obtain referral rewards.

9. Liability

9.1 Any claims for damages by the referrer, irrespective of the legal grounds, which arise directly or indirectly in connection with the contractual relationship, are excluded, unless otherwise regulated below:

9.2 Holidu shall be liable without limitation in the event of intent or gross negligence.

9.3 Furthermore, Holidu is liable for the negligent breach of essential contractual obligations (cardinal obligations). Cardinal obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the referrer regularly relies and may rely, i.e. rights and obligations which the contract must grant according to its content and purpose. In this case, however, Holidu is only liable for the foreseeable damage typical for this type of contract.

9.4 The above limitations of liability do not apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee for the quality of the product and for fraudulently concealed defects. The provisions of the Product Liability Act also remain unaffected. Furthermore, regulations remain unaffected where applicable laws prescribe mandatory liability on the part of Holidu.

9.5 Insofar as Holidu's liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

10. Modification and Termination

10.1 Holidu reserves the right to modify or terminate the Referral Program with reasonable notice of at least one month.

10.2 In the event of termination, all unredeemed referral rewards will be forfeited.

11. Privacy; other

11.1 The personal information collected during the referral process will be used in accordance with Holidu's Privacy Policy. These are available at: <https://www.holidu.com/privacy>.

11.2 By participating in the Referral Program, members agree to these terms and conditions.

11.3 For better understanding, these conditions are also translated into other languages. Should there be any differences between the language versions, the English version shall take precedence and be legally binding.