

BOOK THE COTSWOLDS LTD

PROVIDER TERMS AND CONDITIONS

These Provider Terms and Conditions govern the relationship between Book the Cotswolds Ltd and any accommodation provider who registers with, lists accommodation through, or accepts bookings through the Book the Cotswolds platform.

By registering as a Provider, accepting these Terms and Conditions electronically, and/or making accommodation inventory available through the platform, the Provider agrees to be bound by these Terms and Conditions.

1. DEFINITIONS

"Agent" means Book the Cotswolds Ltd, company number 15421413, registered at Wittas House Two Rivers, Station Lane, Witney, Oxfordshire, England, OX28 4BH.

"Provider" means the accommodation provider accepting these Terms and Conditions through the Agent's website or booking platform.

"Traveller" means any guest introduced by the Agent who books accommodation supplied by the Provider.

"Room" means each accommodation unit registered by the Provider on the Agent's platform.

"Facilities and Services" means the accommodation facilities and services made available by the Provider pursuant to these Terms.

"Commencement Date" means the first day of the calendar month immediately following the Provider's acceptance of these Terms.

"Fixed Term" means seven (7) years from the Commencement Date.

2. APPOINTMENT AS DISCLOSED AGENT

2.1 The Provider appoints the Agent as its exclusive agent to market and facilitate bookings for the Facilities and Services (the "Inventory").

2.2 The Agent acts as a Disclosed Agent only. Every booking facilitated by the Agent creates a direct contract between the Traveler and the Provider.

2.3 The Agent shall not materially alter the services provided by the Provider or "re-package" them in a way that suggests the Agent is acting as a Principal.

3. RESPONSIBILITIES

3.1 The "Provider" will make available FACILITIES AND SERVICES relating to short-term room nights on a "Bed & Breakfast" basis, supplied directly to travellers introduced by the Agent without material alteration or further processing by the Agent.

3.2 The "Agent" will market, promote, and facilitate bookings for the FACILITIES & SERVICES as part of its travel packages, introducing travellers to the Provider on a per-booking basis only. There is no minimum volume commitment or guaranteed purchase obligation on the Agent. The Agent shall have no liability to pay for any room nights that are not actually booked by travellers. The Agent shall qualify for the discounted commission rate set out in Clause 5.4 provided that the total number of room nights successfully booked and occupied under this Agreement in any calendar year is at least 312 room nights per Room. If this threshold is not met, the Agent shall receive the standard (non-discounted) commission rate.

4. FACILITIES AND SERVICES

4.1 The Facilities include:

- (a) Room
- (b) En suite bathroom
- (c) Fully furnished
- (d) Fully maintained
- (e) Usage of common areas and other facilities, furnished and maintained

4.2 The Services include:

- (a) Daily cleaning and housekeeping for the room, common areas, and other facilities
- (b) Daily breakfast for room occupants
- (c) Changeover and laundry for the room upon check-out
- (d) Onsite manager and staff
- (e) Guest relations

4.3 "Agent" responsibility:

- (a) Marketing and listings
- (b) Bookings and booking software
- (c) Deposits and sales facilitation
- (d) Reviews
- (e) Refunds, passing discounts, and effecting payments from travelers to the Provider

4.4 Service Provider Continuity: The Provider shall ensure that the Facilities and Services described in this Clause 4 are delivered by suitably qualified third-party service providers at all times. The Provider shall not appoint, replace or terminate any Material Service Provider without first obtaining the prior written approval of the Agent, such approval not to be unreasonably withheld or delayed.

4.5 For the purposes of this Clause, a "Material Service Provider" means any of the following categories of contractor or service provider:

- (a) the onsite property manager or management company responsible for day-to-day operations at the Property;
- (b) the cleaning and housekeeping contractor;
- (c) the breakfast and catering provider;
- (d) the laundry and linen changeover contractor; and
- (e) any other contractor whose removal would result in one or more of the services in Clause 4.2 being undelivered or materially degraded.

The Provider shall not operate any of the services described in Clause 4.2 directly or through a connected party without the prior written consent of the Agent.

5. DURATION

5.1 This Agreement shall commence on the first (1st) day of the next calendar month after the signature date (the "**Commencement Date**") and continue for a fixed period of seven (7) years from the Commencement Date (the "**Fixed Term**"). This Agreement shall not renew automatically. Any extension beyond the Fixed Term requires the prior written agreement of both Parties.

5.2 No change in the Provider's directors, shareholders, or ownership structure shall affect the binding nature of this Agreement or constitute grounds for termination by the Provider.

6. BOOKINGS AND FINANCIAL TERMS

6.1 Net Rate: The Provider agrees to supply each Room at a net rate of £95 per room night (the "Net Rate"), inclusive of all services in Clause 3.2. This Net Rate represents the amount the Provider is entitled to receive for each room night supplied.

6.2 Multiple Rooms: Where this Agreement covers more than one Room, the Net Rate and minimum volume threshold in Clause 6.1 shall apply separately to each Room. £(for example, three Rooms would have a combined threshold of 1,080 room nights) nights.

6.3 Number of Rooms: The number of Rooms covered by this Agreement is: _____ (together, the "Rooms").

6.4 Commission and Effective Commission Rate: (a) The Provider shall be entitled to receive a net amount of £95 per room night (the "Net Rate") in respect of each room night successfully booked and occupied by a third-party traveller under this Agreement. (b) The Agent shall be entitled to charge travellers such gross rate per room night (the "Gross Rate") as the Agent shall determine in its sole discretion. The difference between the Gross Rate charged to the traveller and the Net Rate shall constitute the Agent's commission for its services under this Agreement (the "Commission"). (c) Once the Agent has achieved more than 312 room nights successfully booked and occupied by third-party travellers in any calendar year, the Commission shall be calculated on an effective basis as follows: $\text{Effective Commission Rate} = (\text{Gross Rate} - \text{Net Rate}) \div \text{Gross Rate}$. For the avoidance of doubt, upon achieving the threshold of more than 312 room nights, the Agent shall be entitled to retain, as its Commission, the full amount by which the Gross Rate exceeds the Net Rate, and the Provider's entitlement shall be limited to the Net Rate only. (d) The parties acknowledge that the Commission payable to the Agent constitutes a fee for the Agent's services in marketing, facilitating bookings, and providing booking platform services, and does not constitute a sale or re-sale of accommodation by the Agent. The Agent acts solely as a disclosed agent and facilitator. Nothing in this Agreement shall be construed as granting the Agent any right, title, or interest in the accommodation or as imposing any inventory risk upon the Agent. (e) The calculation of the Commission and the Effective Commission Rate shall be performed as part of the annual reconciliation under Clause 5.9.

6.5 Payment Flow: The Agent shall remit the Provider's portion of the funds within 14 days of receipt of a valid monthly invoice from the Provider, which shall be issued by the 5th of each month for the previous month's occupations.

6.6 Bank Details for Remittance: Payments shall be made to the bank account details recorded by the Provider within its online Provider account or such replacement account details as the Provider updates from time to time through the platform.

6.7 Invoicing: The Provider shall issue invoices to Travelers (via the Agent's booking software or platform) for the Net Rate only. The Agent's Commission shall be disclosed separately to the Traveler on the booking confirmation or as an agency service fee, as appropriate. The Provider remains responsible for the accuracy and VAT treatment of its invoices to Travelers of £95 per night per Room.

6.8 The Accounting Service Provider will forward to the Agent monthly invoices relating to the actual supplies made.

6.9 Monthly Payment and Year-End Reconciliation and True-Up: (a) The Agent shall pay the Provider a fixed monthly sum (the "Monthly Payment") on or before the 10th day of each month in such amount as the parties shall agree at the beginning of each calendar year (or such other amount as may be agreed in writing). The Monthly Payment shall be calculated by reference to the anticipated annual room nights multiplied by the Net Rate and divided by twelve. (b) Within thirty (30) days following the end of each calendar year, the Agent shall prepare and deliver to the Provider a comprehensive reconciliation statement (the "Annual Reconciliation Statement") setting out: (i) the total number of room nights successfully booked and occupied by third-party travellers during the year; (ii) the aggregate Gross Rates charged to and collected from travellers; (iii) the total amount due to the Provider calculated at the Net Rate multiplied by the actual number of occupied room nights; (iv) the total Commission due to the Agent, calculated by reference to the Effective Commission Rate (or the default rate of 30% if no other rate has been agreed); (v) the aggregate Monthly Payments already paid by the Agent during the year; and (vi) the net balancing sum (if any) payable by either party to the other following the true-up calculation. (c) The Annual Reconciliation Statement shall include a clear calculation of the Effective Commission Rate actually achieved for the year once the 312-room-night threshold has been exceeded. (d) Any balancing payment shown as due in the Annual Reconciliation Statement shall be paid within fourteen (14) days of the Statement being agreed or deemed agreed. If either party disputes any element of the Statement, it shall notify the other party in writing within fourteen (14) days, and the parties shall seek to resolve the dispute in good faith within thirty (30) days. (e) For the purposes of this Clause, the Provider's entitlement shall at all times be

limited to the Net Rate in respect of actual occupied room nights. Any amount collected by the Agent from travellers in excess of the Net Rate shall belong to the Agent as its Commission.

7. VAT AND TAXATION

7.1 Both parties acknowledge this is an Agency arrangement. The Provider is responsible for accounting for any VAT due on the full supply of accommodation to the traveler.

7.2 The Agent is responsible only for VAT due on the commission earned for its facilitation services.

7.3 The Provider shall issue invoices for the room nights directly to the traveler (delivered via the Agent's software) or to the Agent for the net amount due.

8. LIABILITY

8.1 The Provider acknowledges that as the "Principal" in the contract with the traveler, it is solely responsible for the safety, quality, and provision of the Facilities and Services.

8.2 The Agent's liability is strictly limited to the administration and facilitation of the booking. The Agent shall not be liable for any personal injury, death, or property damage occurring at the Provider's premises.

9. INSURANCE

9.1 The Provider shall maintain adequate public liability insurance throughout the term of this Agreement.

9.2 The Agent shall not be liable for any loss or damage to the Provider's property, except where caused by the Agent's negligence.

10. TERM AND TERMINATION

10.1 This Agreement continues for the Fixed Term as set out in Clause 5.1. The Provider shall not terminate this Agreement during the Fixed Term except on the grounds set out in Clause 10.1A. The Agent may terminate this Agreement on 3 months' written notice to the Provider at any time.

10.1A The Provider may terminate this Agreement before expiry of the Fixed Term only if:

- (a) the Agent has committed a material breach of this Agreement and has failed to remedy that breach within 30 days of written notice from the Provider specifying the breach in reasonable detail; or
- (b) the Agent enters into insolvency, administration, receivership or liquidation.

No change in the Provider's directors, shareholders, or ownership structure shall constitute grounds for termination by the Provider.

10.2 In the event of termination, any outstanding payments shall be settled within 14 days.

10.3 The Provider acknowledges that damages may not be an adequate remedy for breach of its obligations under this Clause 10 and that the Agent shall be entitled to seek injunctive relief or an order for specific performance without the requirement to prove special damages.

11. CONFIDENTIALITY

11.1 Both parties agree to keep the terms of this Agreement confidential.

12. FORCE MAJEURE

12.1 Neither party shall be liable for any failure or delay in performing their obligations under this Agreement where such failure or delay results from any cause that is beyond the reasonable control of that party.

13. ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, and arrangements between them.

14. AMENDMENTS

14.1 In the event of any dispute arising out of this Agreement, the parties agree to first attempt to resolve the matter by negotiation. If the dispute cannot be resolved, the matter will be referred to mediation before any legal action is taken.

15. DISPUTE RESOLUTION

15.1 The parties shall attempt to resolve disputes through negotiation and mediation before commencing legal proceedings.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.