



## Summary of Supplier Agency Contract

- Real Lesvos is the trading name of Solves Travel Ltd, a UK private company.
- Real Lesvos will market your business and Lesvos island in the UK, and accept bookings and payments through its website and over the telephone, as your agent in the UK.
- Real Lesvos is run by people with a passion for Lesvos island. Therefore, we aim to charge commission and levy other charges to invest in and grow Real Lesvos, and to pay those who work for Real Lesvos fairly.
- In return, you will pay us commission on each booking. We may decide to introduce annual fees or per-click fees.
- To support Real Lesvos, we ask that you provide your best prices to us. In practice, you can simply advise Real Lesvos when you are changing your prices on any online website or platform, and we'll match the cheapest equivalent prices on Real Lesvos – and we hope that Real Lesvos will be where you will pay low commission. In other words, you won't advertise or sell (directly or indirectly) lower than the prices provided to us
- Real Lesvos expects to receive GBP from Customers in the UK. The standard method to set prices in EUR and receive payment in EUR is as follows:

You set your prices in EUR for Real Lesvos, this is converted at the time of booking into GBP. Real Lesvos receives payment from the Customer in GBP. You receive payment in EUR after the Customer's stay has concluded, at the prevailing currency exchange rate at that time – this could be more or less EUR than the original price you set in EUR and this is your risk. All costs associated with this exchange will be borne exclusively by you.

Alternatively, for an extra fee, Real Lesvos can guarantee the EUR payment you receive (after customer stay) exactly equals the EUR price you initially set. In this case, Real Lesvos will bear all the costs of the exchange. See Appendix 1 for more details.

**Let's work together for Lesvos island!**



# REAL LESVOS AGENCY AGREEMENT

## CONTRACT DETAILS:

Principal:	[Company Name], a company registered in Greece with company registration number [Company Reg No] and registered address at [Company Address] hereafter referred to as "the Principal".
Principal VAT number:	[Company VAT No]
Principal representative:	Name: [Representative Name] Title: [Representative Title] Email: [Representative Email] Telephone: [Representative Telephone] Postal Address: [Representative Address]
Agent:	Solves Travel Ltd trading as "Real Lesvos", a company registered in England & Wales with company registration number: 12930326 of 4 Islet Park Drive, Maidenhead, Berkshire, UK, SL6 8LF, hereafter referred to as the "the Agent".
Agent's VAT number:	366 6672 55
Agent's representative:	Name: Mark Walker Title: Director & Founder of Real Lesvos Email: markwalker@reallesvos.com Telephone: +44 7967 028 305
Commencement Date:	[Commencement Date]



Commercial Details:

NAME OF ACCOMMODATION/PROPERTY: [Name of Property]

COMMISSION: [XX]% of the price of the Accommodation as set out in the confirmed Booking

PRINCIPAL BANK DETAILS:

Bank: [Name of Bank]  
Address: [Bank Address]  
Account: [Account Holder Name]  
Sort Code: [Bank Sort Code]  
Account No: [Account Number]  
IBAN: [Account IBAN]

All amounts payable by the Agent to the Principal under this Agreement shall be made in the following Currency:

[€EUR], [£GBP], [\$USD]

(in this Agreement referred to as the "Agreed Currency")

Please see Appendix 1 which explains the main circumstances in which either Clause 9 or Clause 10 are used for payments.

Only in the event of the Principal electing in writing to be paid under Clause 10, the following Conversion Premium Fee will apply.

CONVERSION PREMIUM FEE:

For bookings made between the following time periods before the Customer's stay has concluded:

0 and 3 months, [X]%

3 and 6 months, [X]%

6 and 12 months, [X]%

12 and 18 months, [X]%

18 and 24 months, [X]%

More than 36 months, [X]%

All calculated as a percentage of the price of the Accommodation as set out in the confirmed Booking, payable only if Clause 10 is selected.

NOTE THAT ALL COMMISSIONS AND FEES CAN BE VARIED BY THE AGENT, WITH 14 DAYS NOTICE, BY ADVISING IN WRITING OF THE CHANGES. REVISED COMMISSIONS AND FEES ONLY APPLY TO BOOKINGS MADE AFTER THIS DATE.



Customer Deposit Amount:	10% of total booking price
Customer Payment Terms:	Balance payable (remaining 90% of total booking price) 12 weeks before customer stay commences.
Customer Cancellation Charges:	<p>If a customer requests to cancel a booking, cancellation charges depend upon the reason for cancellation:</p> <p>a) Due to changes in governmental advice for travel to Lesvos: full refund to customer.</p> <p>b) Any other reason:</p> <p>More than 12 weeks before customer stay commences, 10% of total booking price (i.e. the deposit amount).</p> <p>Less than 4 weeks before customer stay commences, 50% of total booking price.</p> <p>Less than 2 weeks before customer stay commences, 100% of total booking price.</p> <p>The Principal may request the Agent to waive cancellation charges for the customer in extenuating circumstances.</p>
Principal Cancellation Obligations:	<p>If the Principal requests to cancel a booking, they will be immediately obliged to source, at their own cost, an alternative equivalent accommodation for the customer, within 20 miles of the site of the original accommodation booked and offer this to the customer.</p> <p>The Agent's expectation is that the alternative accommodation will have at least the same official rating as the original accommodation, as well as similar facilities, amenities and services.</p> <p>The Principal will bear any additional costs associated with securing the alternative accommodation.</p> <p>If the Customer rejects the alternative accommodation, the customer will be offered the choice to either:</p> <p>i) Cancel their booking and all monies paid to the Agent will be refunded to the customer.</p> <p>ii) Book an alternative accommodation sourced by the Agent as the closest possible alternative.</p>
Principal Cancellation Admin Fee	<p>If the Principal requests to cancel a booking, Real Lesvos may charge an administrative fee to the Principal of up to £100, to process the cancellation and/or make arrangements for alternative accommodation.</p> <p>This administrative fee will be invoiced to the Principal directly, or deducted from payments owed to the Principal.</p>



This Agreement is made up of the following:

- (a) The Contract Details;
- (b) The Commercial Details; and
- (c) The Agreed Terms.

Signed by AUTHORISED REPRESENTATIVE for and on behalf of [Principal]	<div></div> <div>.....</div> <div>Authorised Representative</div>
Signed by DIRECTOR for and on behalf of Real Lesvos	<div></div> <div>.....</div> <div>Director</div>



## AGREED TERMS

### 1. Term

This Agreement will take effect from the Commencement Date and will continue in effect until it expires or is terminated in accordance with clause 13.

### 2. Definitions & Interpretation

In this Agreement, the following words have the following meanings:

"Accommodation"	means the short term holiday bookings of accommodation, property, resort or surroundings and services, amenities and/or facilities and all other products and services as the Agent is from time to time asked to facilitate the sale of on the Principal's behalf, as agent for the Principal;
"Accommodation Terms"	means the terms of the Principal that apply to the rental of the Accommodation and the Booking of Accommodation;
"Agent"	means the travel agency specified in the Contract Details;
"Agreed Currency"	means as defined in the Commercial Details section of the Commercial Terms;
"Agreement"	means this agreement including all schedules, appendices, supplementary agreements, additions and amendments, including any commercial terms agreed between the parties under a separate schedule;
"Balance Due Date"	means the date on or by which the full cost of the Accommodation are due;
"Booking"	means a booking of Accommodation made by a Customer and confirmed by the Principal, that the Agent has facilitated in accordance with this Agreement;
"Booking Conditions"	means the Agent's booking conditions which apply to the booking of Accommodation;
"Commencement Date"	means the date specified in the Contract Details;
"Confidential Information"	means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential;
"Customer Currency"	means such currency in which the Customer elects to pay all sums due in respect of its Booking, being £GBP or \$USD or €EUR;
"Customers"	means the persons who book any Accommodation or on whose behalf any Accommodation is/are booked and Customer means any one of them;



“Deposit”	means the required advance partial payment due from Customers for a Booking as set out in the applicable Booking Conditions for the relevant Accommodation;
“Details”	means the up-to-date details of the Accommodation, including its address, facilities, amenities, photographs, availability, cost and related fees and any other additional details provided by the Principal or requested by the Agent from the Principal, regarding the Accommodation;
“In writing”	means, unless otherwise specified, by post, fax, e-mail (providing the Agent contacts the Principal at such address as the Principal notifies the Agent in writing) and/or any other method agreed or notified by the Principal in writing;
“Intellectual Property Rights”	means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Lead Customer”	means the first named person on a Booking and/or any substitute for that person.
“Principal’s Direct Channel”	means enquiries or bookings received directly by the Principal through its own marketing efforts and any communication method, including but not limited to the Principal’s own website, telephone or in-person.

- 2.2 The headings in this Agreement are for reference only. References to any person(s) shall include bodies corporate and unincorporated, associations, firms and partnerships. Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include any other gender and references to clauses, sub-clauses and schedules are, unless otherwise stated, to clauses and sub-clauses of and schedules to this Agreement.
- 2.3. Where the Principal is an individual and not a company, the Principal confirms that the Accommodation shall be provided directly by the Principal and/or their employees and third parties appointed (sub-contractors) by the Principal. Where the Principal appoints or uses a sub-contractor or other supplier in the provision of the Accommodation, the Principal’s appointment of a sub-contractor shall not relieve the Principal from any of the Principal’s obligations under this Agreement and the Principal shall be responsible for the acts and omissions of any sub-contractor howsoever arising.



### 3. Appointment of Agency and Booking process

- 3.1 The Principal appoints the Agent to be its non-exclusive retail agent to market and facilitate the sale of the Accommodation within the United Kingdom and globally to Customers. The Agent accepts its appointment and agrees to market and facilitate the sale of the Accommodation and perform the other obligations, as set out in this Agreement. Where the Principal is an individual and not a company, nothing in this Agreement shall render the Principal as an employee, worker, agent or partner of the Agent and shall not hold themselves out as such.
- 3.2 If the Agent, appointed as the retail agent of the Principal in accordance with clause 3.1, facilitates a Booking then the following Booking process shall be followed, subject always to clause 9 or clause 10 as appropriate:
- 3.2.1 the parties shall regularly exchange details regarding the Accommodation in writing and in accordance with this Agreement;
  - 3.2.2 notwithstanding clause 3.3, during the data exchange set out in clause 3.2.1 the parties shall discuss the availability and prices of the Accommodation;
  - 3.2.3 the Agent shall act upon the details provided by the Principal in clause 3.2.2 and market and facilitate the sale of the Accommodation online to Customers;
  - 3.2.4 the Customers shall contact the Agent to enquire about a potential Booking, which shall be held provisionally for the Customer for up to 72 hours whilst the Agent confirms the availability and price of the Accommodation with the Principal. The Principal shall not take longer than 72 hours to respond to a potential Booking query from the Agent, within which response they should either confirm the Booking, reject the Booking or propose an alternative Booking;
  - 3.2.5 where a Booking has been confirmed or, an alternative Booking is proposed by the Principal at clause 3.2.4 and the price of the Accommodation is confirmed, this price for the Booking shall not be amended by the Principal;
  - 3.2.6 The Agent shall either:
    - a. confirm the Customer's Booking; or
    - b. notify the Customer of any amendments to the availability and/or price for the Accommodation and allow the Customer to decline or proceed with the Booking;
  - 3.2.7 where a Customer decides to proceed with a Booking, a Deposit will be requested from the Customer by the Agent and collected by the Agent;
  - 3.2.8 once a Deposit has been received for Accommodation, a Booking will be made, at which point the Agent will send a booking confirmation to the Customer and confirm the Booking will proceed, with the Principal.
- 3.3 The Principal agrees that if at any time during the term of this Agreement it sells or permits any third party to market, advertise and/or sell bookings of the Accommodation for less than the agreed and/or confirmed price, it shall:
- 3.3.1 reduce the price agreed/ confirmed with the Agent to match the lower price; and
  - 3.3.2 immediately pay to the Agent an amount equal to the difference between the price agreed/ confirmed with the Agent and the lower price.
- 3.4 The Principal agrees that it shall notify the Agent immediately upon updating the prices for any Accommodation on any of its sales channels (including but not limited to other online websites and platforms, other agents, the Principal's own website or advertising literature), by either:
- a. Providing the Agent with updated pricing using the agreed data exchange template (which may include but not be limited to spreadsheets, data files or data feeds).
  - b. Referring the Agent to another online platform or website,.
- 3.5 The cheapest equivalent price listed and/ or available on any sales channels notified by the Principal to the Agent pursuant to clause 3.4 shall be the price for the purpose of clause 3.3.2 and shall be subject to confirmation in accordance with clause 3.2.4.





- 3.6 Where discounts, special or cheaper prices and/or loyalty schemes are offered through the Principal's Direct Channel, the Principal shall notify each Customer either verbally or in writing that they have the option but not the obligation to book and pay under these same terms via the Agent should the Customer prefer to do so. Provision of this booking option via the Agent prior to the customer completing their booking shall be deemed to satisfy the Principal's obligations under clauses 3.3.1 and 3.3.2. The Agent will provide a template text to the Principal that can be emailed to such customers to satisfy this clause 3.6.

#### **4. Duties of the Agent**

The Agent agrees (at its own expense) to:

- 4.1 Ensure that it complies with all applicable laws, regulations, rules and codes of practice in relation to the marketing and facilitation of the sale of the Accommodation.
- 4.2 Ensure that the Booking Conditions and the Accommodation Terms are drawn to the Customer's attention before any Booking is taken.
- 4.3 Check that the Lead Customer is at least 18 years of age and advise the Lead Customer that by asking the Agent to request confirmation of the Booking from the Principal, the Lead Customer is deemed to have accepted the Booking Conditions and relevant general information on behalf of all Customers named on the Booking.
- 4.4 Notify the Principal and keep a full clear written note of any special request made by a Customer. Advise any Customer making special requests that special requests are subject to availability and cannot be guaranteed unless specifically confirmed in writing by the Principal.
- 4.5 Notify the Principal prior to accepting the Booking (by telephone or in writing) and keep a full clear written note of any disability or medical problem advised by any Customer (of which full details must be obtained and passed onto the Principal at the time), and only accept the Customer's Booking once the Agent has checked with the Principal that the Customer's chosen Accommodation are suitable in light of the Customer's disability/medical problem.
- 4.6 Notify Customers of any corrections, alterations or other information advised to it by the Principal by any means concerning any Accommodation whether so advised before or after the Accommodation concerned were booked, and confirm this in writing to the Customer(s) concerned as soon as possible.
- 4.7 Either forward the Principal's own confirmation invoice (where this is in English), or send the Agent's confirmation invoice on behalf of the Principal, and any other documents concerning the Accommodation booked to the Lead Customer by first class post or email, as appropriate.
- 4.8 Notify the Principal of any complaint concerning any Accommodation (including any complaint or query raised by Trading Standards or any regulatory or trade body).
- 4.9 Promptly send to the Lead Customer all refunds received from or authorised by the Principal.
- 4.10 All changes and cancellations can only be accepted in accordance with the Booking Conditions and the Accommodation Terms. The Agent shall collect any applicable amendment or cancellation fee from the Customer
- 4.11 The Agent is responsible for the collection of all deposits (including Booking variation deposits), full payments, insurance premiums, balances, cancellation charges and other monies of any description (excluding security deposits, see clause 6.14) due to the Principal from any Customer. If the Agent is unable to collect the balance payment from a Customer by the Balance Due Date, the Agent shall notify the Principal whereupon the Principal reserves the right to treat that Booking as cancelled and to issue a cancellation invoice.



## **5. Intellectual Property Rights**

- 5.1 Each party shall grant or procure the grant of all such licenses to the other party to use such Intellectual Property Rights as are necessary to allow the other party to exercise its rights and perform its obligations under this Agreement.
- 5.2 Each party acknowledges that all Intellectual Property Rights relating to use of the other party's company name, trading names and trademarks belong to that party
- 5.3 Neither party shall not seek to register any Intellectual Property Rights on behalf of the other Party without the other party's express written consent or do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the other party's Intellectual Property Rights
- 5.4 The Principal confirms that it owns all Intellectual Property Rights in or otherwise has the legal right to use all information, images, content and material it supplies to the Agent for the purposes of this Agreement (including for the avoidance of doubt and without limitation, all names, logos, text, photographs, video and images of any nature) and that such Intellectual Property or otherwise is accurate and does not infringe any third party Intellectual Property Rights.

## **6. Duties of the Principal**

The Principal agrees to:

- 6.1 Ensure that it complies with all applicable laws, regulations, rules and codes of practice and that all its staff are familiar with these to the extent the work they are required to do is affected by them.
- 6.2 Keep the Agent promptly informed of any changes to prices and of any changes to or cancellation of any Accommodation.
- 6.3 At all times, provide the Agent with accurate price and availability data in relation to the Accommodation and, unless requested by the Agent more often, provide weekly data to the Agent via email with an accurate update of the price and availability of the Accommodation. Where the price and availability of the Accommodation changes more often than once a week, the Principal shall provide the Agent with daily prices and availability data. All such data shall be provided via email, spreadsheet, customer booking system, application programming interface, or similar as agreed between the parties.
- 6.4 When requested by the Agent, provide the Agent with all required Accommodation descriptions, photographs, information, text or other details accurately identifying facilities at the Accommodation in order for the Agent to display on its website.
- 6.5 Promptly advise the Agent as soon as it becomes aware of any building works which may impair the enjoyment of the Accommodation.
- 6.6 Promptly refund to the Agent any monies due to the Customer for whatever reason.
- 6.7 Promptly and sympathetically deal with any complaints received from Customers and passed onto it by the Agent.
- 6.8 Provide the Agent with a letter of confirmation for each Booking which must include the details of the Booking.
- 6.9 Provide the Agent with invoices relating to confirmation deposits and final payments where necessary.
- 6.10 Provide the Accommodation in compliance with the descriptions set out in this Agreement. The warrants that all such description(s) and other wording are and shall remain correct.



- 6.11 The Principal warrants that the Accommodation shall be provided with all due skill, care and diligence and that any accommodation sold conforms to all planning licensing and other requirements as may be imposed on it by national, local or other laws or regulations for the purpose of its use for the Accommodation of tourists.
- 6.12 The Principal certifies that the Accommodation complies and will at all times comply during the validity of this Agreement with national trade laws, regulations and codes of practice, relating to hygiene, fire and the general safety and security of those using the Accommodation.
- 6.13 The Principal must hold all the necessary local valid operating licenses needed in respect of the Accommodation and provision thereof to tourists and shall ensure that these are maintained and remain valid throughout the term of this Agreement.
- 6.14 The Principal is responsible for the collection of all security deposits for the Accommodation (if applicable) from any Customer
- 6.15 The Principal shall not send any invoices and/or correspondence regarding the Accommodation directly to the Customer. All invoices and/or correspondence regarding the Accommodation shall be sent by the Agent to the Customer only.
- 6.16 The Principal shall pay the Agent the Conversion Premium Fee, the Commission and any Annual Fee and/ or Per Click Fee and shall permit the Agent to deduct the Commission and any/ all Conversion and/or Bank Transfer Fees in accordance with clause 10.

## **7. Limitation of Liability**

- 7.1 Subject to 7.2, this clause 7 sets out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and sub-contractors):
  - 7.1.1 arising under or in connection with this Agreement; and
  - 7.1.2 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 7.2 Nothing in this Agreement excludes the liability of either party:
  - 7.2.1 for death or personal injury caused by that party's negligence; or
  - 7.2.2 for fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2, the Agent shall not be liable in any instance, whether in tort (including for negligence or breach of statutory duty), contract (including under any indemnity), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement. In any event, the Agent's total liability to the Principal under this Agreement shall not exceed the amount of commission received by the Agent from the Principal.



## 8. Indemnity

- 8.1 The Principal on behalf of itself, its employees, agents and sub-contractors agrees to indemnify the Agent for the full amount of all claims, actions, liabilities, demands, damages, costs (including legal costs), expenses, fines, chargebacks and all other sums of whatever nature, for any reason whatsoever, which the Agent reasonably incurs, pays or becomes liable for to any Customers, employees, agents and/or representatives and/or any third party (including own legal costs) or authority (whether pursuant to any Court Order or by way of any settlement which the Agent, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise), or other third party, as a result directly or indirectly in whole or part of:
- (a) any breach of any nature whatsoever, or negligent performance or non-performance, by the Principal of any of the terms and/or obligations expressed or implied in this Agreement by the Principal (including all applicable Schedules) and/or any act(s) and/or default(s) of the Principal and/or any person(s) provided or used (directly or indirectly) by the Principal;
  - (b) any failure of the Principal to reach the standard agreed with the Agent to include by way of example and by no way of limitation, any failures or deficiency in the standard or quality of the property/services or Accommodation provided, absence or alteration of any facilities or services or lack of cleanliness, hygiene or safety for any reason for any period;
  - (c) any Customer claim received by the Agent which relates to the Accommodation;
  - (d) any breach of the UK GDPR or other applicable law or regulation by the Principal; and/or
  - (e) any claim made against the Agent for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with this Agreement, the Intellectual Property Rights or the Accommodation.
- 8.2 This indemnity will continue to apply after this Agreement comes to an end for whatever reason

## 9. Payments received by the Agent & Remittance

This Clause 9 applies where the Principal elects in writing to receive payment converted from Customer Currency after stay, in which case for the avoidance of doubt, the Conversion Premium Fee is not applicable.

- 9.1 Unless agreed otherwise between the parties, the Agent shall advertise all prices for the Accommodation to Customers in the Customer Currency and shall receive all payments in relation to all Bookings from Customers in the Customer Currency.
- 9.2 For the purposes of confirming the prices for the Accommodation to Customers in relation to a Booking, the Agent shall convert the price of the Accommodation from the Agreed Currency into the Customer Currency using the Bank of England's spot rate for the purchase of Customer Currency with the Agreed Currency as at 17.00 hours on the Business Day immediately before the date on which the Booking is confirmed (or, if the Booking is confirmed on a day which is not a Business Day, the Booking shall be deemed to be confirmed on the next Business Day). Notwithstanding the foregoing, the Agent may adjust the advertised price to reflect any changes in the currency conversion rate at any time prior to and including the date on which any Booking is confirmed
- 9.3 All monies received by the Agent from any Customer for any Accommodation will be held by the Agent on express trust for the Principal at all times.
- 9.4 Subject to clause 11, the Agent shall pay all monies received from Customers to the Principal one (1) week after the stay has successfully completed, or as otherwise agreed between the parties in writing, at which time the Agent shall pay the monies held over to the Principal in the Agreed Currency. For the purposes of confirming the amount of such payment to the Principal, the Agent shall convert the amount received from the Customer from the Customer Currency into the Agreed Currency using the Bank of England's spot rate for the purchase of the Agreed Currency with the Customer Currency as at 17.00 hours on the Business Day immediately before the date on which payment is made. As such, the parties acknowledge and agree that depending upon the relevant exchange rate the price payable by the Customer (and hence the amount payable by the Agent pursuant to this clause 9.4) could be more than or less than the price for the Accommodation which has been discussed, agreed and/or confirmed by the parties in accordance with clause 3.2.



## 10. Payments received by the Agent & Remittance

This Clause 10 applies where the Principal elects in writing to receive payment at exactly the Agreed Price less Commissions and Fees, after stay, in which case the Conversion Premium Fee shall apply.

- 10.1 Unless agreed otherwise between the parties, the Agent shall advertise all prices for the Accommodation to Customers in the Customer Currency and shall receive all payments in relation to all Bookings from Customers in the Customer Currency.
- 10.2 For the purposes of advertising the prices for the Accommodation to Customers in relation to a Booking, the Agent shall convert the price of the Accommodation from the Agreed Currency (the "Agreed Price") into the Customer Currency using the Bank of England's spot rate for the purchase of the Customer Currency with the Agreed Currency as at 17.00 hours on the Business Day immediately before the date on which the Accommodation is first advertised (or, if the Accommodation is first advertised on a day which is not a Business Day, the Accommodation shall be deemed to be first advertised on the next Business Day). Notwithstanding the foregoing, the Agent may adjust the advertised price to reflect any changes in the currency conversion rate at any time prior to and including the date on which any Booking is confirmed.
- 10.3 All monies received by the Agent from any Customer for any Accommodation will be held by the Agent on express trust for the Principal at all times.
- 10.4 Subject to clause 11, the Agent shall pay the Agreed Price to the Principal one (1) week after the stay has successfully completed, or as otherwise agreed between the parties in writing, in the Agreed Currency. The Agent shall convert the amount received from the Customer in Customer Currency when it deems it appropriate to do so, and at its own risk. The Agent may use market hedging instruments (including but not limited to FX forwards or FX options) in order to mitigate currency conversion risk. Where such conversion results in the Agent holding an amount of Agreed Currency in excess of the Agreed Price, the Agent shall (in addition to any Commission and/or other fees due to it, including, without limitation, the Conversion Premium Fee) be entitled to retain such excess as further consideration for its provision of the agency services. Where such conversion results in the Agent holding an amount of Agreed Currency which is less than the Agreed Price, subject always to the Principal paying to the Agent all sums, fees and other payments due to the Agent under this Agreement including, without limitation, the Conversion Premium Fee, the Agent shall make up such difference.



## **11. Commission, Fees and Conversion/Bank Transfer Fees**

- 11.1 In consideration of the Agent's agency services, the Agent is entitled to commission on all confirmed Bookings (subject to payment of the balance) at the rate specified in the Commercial Details or such other rate as is agreed in writing on all items shown on such invoice except for levies or taxes raised by any government or public authority and any items which the Principal and the Agent have agreed will not be subject to the payment of commission including but not limited to those listed (if any) in the Commercial Details. The Agent will, however, only be entitled to deduct the Commission due to it from the balance of the price when received from the Customer (not the deposit) unless otherwise agreed with the Principal.
- 11.2 If a Booking is cancelled (either by the Customer or by the Principal cancelling following payment default by the Customer), the Agent will be entitled to commission at the agreed rate as set out in the Commercial Terms, on the applicable cancellation charges provided the Agent has collected them.
- 11.3 The Agent is also entitled to commission at the agreed rate as set out in the Commercial Details or as set out in any commercial terms agreed otherwise in writing between the parties on amendment fees collected from Customers for amendments confirmed by the Principal.
- 11.4 The Principal shall pay to the Agent the Annual Fee, in accordance with the Payment Terms set out in the Commercial Terms section of the Contract Details.
- 11.5 The Principal shall pay to the Agent a Per Click Fee in accordance with the Payment Terms set out in the Commercial Terms section of the Contract Details.
- 11.6 The Agent shall be entitled to deduct from the amounts to be paid to the Principal pursuant to clause 9.4, all conversion and/or bank transfer fees which it incurs.

## **12. VAT**

The Agent is entitled, where applicable, to add VAT to its Commission provided a proper VAT invoice is delivered to the Principal or such other procedure as may be agreed with the Principal is complied with.

## **13. Termination**

- 13.1 This Agreement will continue in force indefinitely, but may be terminated:
- 13.1.1 by either party, subject to clause 13.1.2 if the other party is in serious or persistent breach of its obligations under this Agreement and fails to remedy such breach within fourteen (14) (or such longer time as may be agreed) days of the non-breaching party being notified of the breach; or
  - 13.1.2 immediately by the non-breaching party giving notice in writing in the event of the breaching party committing any material irremediable breach(es) of this Agreement or any breach(es) which in the reasonable opinion of the non-breaching party actually or potentially significantly prejudices the non-breaching party's position in any respect or committing any further breach(es) of this Agreement of the same or similar nature to any previous breach(es) of which the non-breaching party has previously notified the breaching party; or
  - 13.1.3 by the Agent giving the Principal at least 28 days written notice of termination; or
  - 13.1.4 by the Principal giving the Agent at least 6 months written notice of termination.





## 14. Consequences of Termination

- 14.1 In the event of termination, the Agent may, at its option, elect to immediately hand over to the Principal the conduct of existing Bookings taken by it on behalf of the Principal together with the name, address and contact details of all Lead Customers, all relevant Booking and other forms, correspondence, files, memoranda, brochures and other publicity material. The Agent will immediately give written notice to its customers and pay any monies held by it on the Principal's behalf to the Principal. However, where termination is effected by either party under clause 13.1.3, the Agent may, at its option, elect to continue to handle Bookings taken by it on behalf of the Principal prior to the effective date of termination until the conclusion of those Accommodation.
- 14.2 Termination of this Agreement will not affect the rights of either party in existence prior to the effective date of termination with the exception of the amount of commission payable to the Agent in respect of Bookings handed over to the Principal. The full amount of commission shall not be payable in respect of such Bookings and shall be subject to negotiation.
- 14.3 The termination of this Agreement on whatever basis and for whatever reason shall not affect clauses 1 (Indemnity), 9 (Payments received by the Agent & Remittance), 15 (Data Protection) and 16.7 (Confidentiality) which shall continue in full force and effect.

## 15. Data Protection

- 15.1 In this clause, the following words have the following meanings:
- (1) Agreed Purposes:
    - (a) For the Agent to be able to make and process the Customer's Booking;
    - (b) For the Principal to fulfil its contract with the Customer in providing the Customer with their booked Accommodation;
    - (c) For each party to comply with its respective obligations to the Customer;
    - (d) For each party to fulfil its legal obligations to the other under this Agreement;
    - (e) All associated administrative, marketing, accounting and legal requirements.
  - (2) Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.
  - (3) Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation ((EU) 2016/679) as amended by Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) (the "UK GDPR"); any other UK legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
  - (4) Permitted Recipients: The parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement (including suppliers of Accommodation, some of whom may be located outside the UK).
  - (5) Shared Personal Data: the personal data to be shared between the parties under clause 15.1 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
    - Customers:
      - Name, address, email address, telephone number and any other contact details;
      - Dietary requirements (which may disclose religious beliefs);
      - Health/medical/mobility requirements;
      - Passport details.
- 15.2 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.



- 15.3 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 15.4 Particular obligations relating to data sharing. Each party shall:
- (1) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
  - (2) give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - (3) process the Shared Personal Data only for the Agreed Purposes;
  - (4) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - (5) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
  - (6) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
  - (7) not transfer any personal data received from the Data Discloser outside the UK unless the transferor:
    - (a) complies with the provisions of Article 26 of the UK GDPR (in the event the third party is a joint controller) or Article 28 of the GDPR (in the event the third party is a data processor);
    - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer
- 15.5 Mutual Assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (1) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - (2) promptly inform the other party about the receipt of any data subject access request;
  - (3) provide the other party with reasonable assistance in complying with any data subject access request;
  - (4) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  - (5) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (6) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
  - (7) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
  - (8) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
  - (9) maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the other party or the other party's designated auditor; and
  - (10) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security





breach, and the regular review of the parties' compliance with the Data Protection Legislation.

## 16. General

- 16.1 Rights of Third Parties. No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 16.2 Notices. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email only to the email addresses specified in the Contract Details. Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.3 Inconsistency. In the event of any inconsistency between the terms of this Agreement and any legislation, regulations, rules, codes of practice or other requirements by which the Principal and/or Agent is bound in the conduct of its business, the latter will apply to the extent of the inconsistency and the terms of this Agreement will be construed accordingly.
- 16.4 Assignment. Neither party shall assign any or all of its rights or obligations under this Agreement without the prior written consent of the other party.
- 16.5 Entire Agreement. This Agreement shall constitute the entire agreement between the Principal and the Agent and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other parties except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 16.6 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 16.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 Confidentiality. Save for the fact that the Agent is the appointed agent of the Principal for the purposes set out in this Agreement, neither party shall disclose or permit the disclosure of the terms of this Agreement to any third party without the written consent of the other unless required to do so by law or for the purposes of meeting the requirements of any regulatory body or for accountancy or tax purposes or for the purposes of seeking legal advice.

Each party undertakes to the other that during the duration of this Agreement and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.

The obligations of confidentiality in this clause 16.7 shall not extend to any information or matter which either party can show:

- 16.7.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
- 16.7.2 was in its written records prior to the Commencement Date;
- 16.7.3 was independently disclosed to it by a third party entitled to disclose the same; or
- 16.7.4 is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.



Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of the Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.

- 16.8 Waiver. No waiver of any breach will be a waiver of any subsequent breach of this Agreement. Any failure to enforce or agreement not to enforce any rights under this Agreement will not affect the rights of the party not at fault on any later occasion.
- 16.9 Applicable Law and Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation, except where proceedings are brought against the Principal in any other jurisdiction in relation to any Accommodation sold by the Agent. In this case the Principal is entitled to make the Agent a party to those proceedings where appropriate.



## APPENDIX 1 – Currencies for Prices and Payment

**Real Lesvos expects to receive GBP from Customers in the UK. Therefore there are 3 main choices on how you can set prices and receive payment:**

1. You set your prices in GBP for Real Lesvos and receive payment in GBP after the Customer's stay has concluded. In this case, no extra fee (Conversion Premium Fee) applies. Clause 9 applies regarding payments from Real Lesvos to you.
2. You set your prices in EUR for Real Lesvos, this is converted at the time of booking into GBP. Real Lesvos receives payment from the Customer in GBP. You receive payment in EUR after the Customer's stay has concluded, at the prevailing currency exchange rate at that time – this could be more or less EUR than the original price you set in EUR and this is your risk. All costs associated with this exchange will be borne exclusively by you. In this case, no extra fee (Conversion Premium Fee) applies. Clause 9 applies regarding payments from Real Lesvos to you.
3. The same as option 2, however Real Lesvos guarantees to pay you the price you originally set in EUR, after the Customer's stay has concluded. If you select this option, all costs associated with this exchange will be borne exclusively by Real Lesvos, for which there is an extra fee payable by you – the Conversion Premium Fee. Clause 10 applies regarding payments from Real Lesvos to you.

Please ask us if you'd like to set prices or receive payment in currencies not mentioned above or in a different way.

We will agree in writing which method and currencies we will use, and whether a Conversion Premium Fee applies.



## APPENDIX 2 - Property Description Form (Villa, Hotel or Apartment)

For Hotels, please complete 1 form per class of room offered

Type of Property:	[Villa] or [Apartment]
Minimum Stay (nights):	
Number of Bedrooms:	
Total Bed Sleeping Capacity:	
Maximum Guests Permitted:	
Pet Policy:	
Smoking Policy:	
Number of Kitchens:	
Number of Reception Rooms:	
Number of Bathrooms:	
Number of Toilets:	
Number of Bathtubs:	
Number of Showers:	
Swimming Pool:	
Swimming pool dimensions:	
Swimming pool shared or for the exclusive use of the customer:	
Air Conditioning (All rooms, partial (please specify rooms), none):	
Sea View:	
Number of Balconies:	
Area of Balcony 1:	
Area of Balcony 2:	



WiFi Provided Free of Charge:	
Number of floors:	
Floor area of floor 1:	
Floor area of floor 2:	
Floor area of floor 3:	
Floor area of floor 4:	
Appliances provided in kitchen area:	
Is there wheelchair access to the property:	
Gardens available for use by guests (approximate area):	
Are the gardens shared or for the exclusive use of guests:	
Secure safe provided for valuables:	
Telephone provided for guest use:	
Towels provided for use at the property:	
Beach Towels provided for use out of the property:	
Cleaning Service Frequency:	
Cleaning Service Includes:	
Room Service or Meals Provided within booking price (please specify):	
Minibar:	
Desk:	
Other services provided to guests within booking price:	
Other Services Available to Guests at extra cost:	

