



casapilot.com

Owner's contract



A. The contracting Parties

CASAPILOT (hereafter referred to as CP), a registered trademark of Greenbox S.A., with its registered office in L-9952 Drinklange, Élwenterstrooss 26, Luxembourg, and registered in the Luxembourg trade and companies registry, registration number B 158.116, VAT no. LU24501486, and with the website <http://www.casapilot.com>,

and

The Owner:

Name :
 First name(s) :
 No, Street :
 Post Code, Town/City :
 Country :
 Tel/Mobile :
 Fax :
 E-mail :

Where the owner is a company:

Company name :
 VAT no. :
 No, Street :
 Post Code, Town/City :
 Country :
 Tel/Mobile :
 E-mail :

Manager (Owner, Director):

Name :
 First name :

have entered into a contract, as follows:

B. The purpose:

The owner mandates CP to advertise for rent to third parties the property belonging to the owner and located at



address :

 type :
 with a capacity of : persons (maximum)
 babies (children under 3 years) (maximum)
 pets (maximum)

using any means of marketing that CP deems to be appropriate and in particular to advertise it on its website after conclusion of the contract.

On the basis of bookings made by the customer on CP's website, the owner immediately becomes the customer's co-contractor, which the owner now accepts for the whole term of the contract and for all bookings made through CP.

The owner undertakes to remunerate CP on the basis of a predetermined commission of the rent that CP receives from the customer per effective reservation period made through CP's services.

CP, which will receive all amounts owed by the customer, has the right to retain the above-mentioned commission in respect of the rent received from the customer. The balance of the rent will be paid to the owner by CP.

In circumstances where the rent actually reaches CP's accounts, CP undertakes to transfer the balance of the rent 1 weeks before the holiday. All bookings not paid for in full by the customer 8 weeks before the holiday are cancelled, except where a special agreement to the contrary is made in writing.

Where a cancellation is not covered by insurance, and in as far as payment for the holiday has been made to CP, the owner will receive compensation calculated according to the following table.

| Cancellation date | Compensation |
|--|--------------|
| Between the reservation date and 56 days prior to the start of the stay | 30 % |
| Between the 56 th day (included) and the 28 th day (excluded) prior to the start of the stay | 60 % |
| Between the 28 th day (included) and the 7 th day (excluded) prior to the start of the stay | 90 % |
| Between the 7 th day (included) and later | 100 % |



C. Term of the contract

The term of the mandate between the parties is for 12 months, renewable automatically each year for a period of 12 months on the anniversary date of the contract unless it has been terminated before its expiry. The automatic renewal of the contract does not in addition change any other condition in the contract.

The contract must be cancelled via email by either of the parties on the basis of at least 3 months notice prior to the anniversary of the contract.

CP may terminate this contract with immediate effect or not perform it in whole or in part, without notice or compensation, in circumstances where the owner is in serious breach of this contract.

Booking contracts entered into by CP for the owner must always be honoured by the owner, including any holidays due to take place after termination or expiry of the contract. In the case of holidays due to be taken after the termination/expiry of the contract, CP undertakes to honour its obligations in respect of paying the rent to the owner. The owner is responsible for the availability of the accommodation and any failure in this respect incurs the owner's liability towards both the customer and CP. The owner must in this circumstance indemnify and hold CP harmless of any action started against it.

D. Obligations of the contracting parties

The owner is responsible for entering all the data that is required or that is simply useful for customers booking his/her property on CP's website, while CP only conducts its work of actively promoting the property based on data supplied by the owner.

For this purpose, CP supplies the owner with access via its website that the owner can use in particular for managing property data and the booking diary. Owners must indicate the periods when the accommodation is not available.

CP receives amounts due from customers following rental of the property on behalf of owners.

CP promotes the accommodation covered by the contract using the data entered on the website and the multi-media material supplied by the owner.

However, CP's liability can under no circumstances be incurred in cases where customers have not taken out insurance to cover tenants risks or the cost of rental damage.

CP informs customers of the obligations to which they are subject for the term of the contract. However CP does not contract any personal liability for non-compliance with, or non-performance of, obligations incumbent upon customers. CP consequently incurs no liability with regard to the owner due to a customer's activities, this latter alone being responsible for



his/her actions or those of any third-party entering or staying temporarily or for the whole period of the rental in the accommodation covered by this contract.

The owner is responsible for the origin of information placed on CP's website, in particular photos and the description of the accommodation. CP becomes the owner of content downloaded by the owner and can use it for any purpose it deems to be appropriate. CP reserves the right to withdraw or modify the content downloaded by the owner.

The owner is responsible for ensuring that the accommodation and its inventory correspond to the description he/she makes available to CP. The owner irrevocably undertakes to indemnify CP and hold it harmless of any recourse in this respect that may be started directly or indirectly against CP by a customer.

The owner is responsible for maintaining the property covered by the contract in a condition appropriate to the use for which it has been rented and for permitting the customer peaceful enjoyment of it for the term of the rental. The owner must carry out all the repairs that may become necessary during the rental period. The owner undertakes to indemnify CP and hold it harmless of all recourse in this context, CP under no circumstances being liable for repairs to the property.

The owner must avoid a period being double-booked by informing CP of any private bookings, or of bookings made by a competitor, and by taking bookings made via CP's site into account.

The owner is responsible for the harm caused both to the customer and to CP should a double-booking occur between CP and a competitor due to the owner's failure to notify CP within a deadline of 24 hours of a booking made by a means other than through CP. If customers arrive and the accommodation is not available, the owner is obliged to make good the harm. CP does not incur any personal obligation resulting from a double-booking.

The owner declares that he/she complies with all the legislation that applies to the property covered by the contract. The owner is subject to civil liability for any harm caused to customers or their property due to defects not attributable to the customer or the failure of the property or objects found within it to comply with safety standards. CP incurs no personal obligation in this respect. The owner must insure the property in accordance with current legislation and is responsible for all information supplied, or which needs to be supplied, to his/her insurer.

The owner, or a person appointed by him/her for the purpose, is responsible for handing over/collecting the keys on-site, welcoming customers and preparing the check-in and checkout inventories.

Rents (apart from booking costs) displayed by owners on their own websites or on a website belonging to another co-contractor of the owner may not be lower than those supplied to CP by the owner. CP incurs no obligation in this respect and owners must indemnify CP and hold it harmless of any action on the part of a customer claiming that they have overpaid to CP.



Owners are liable to pay CP a fixed sum in compensation in case of divergence between the rents supplied to CP and displayed on CP's website and those advertised by competitors or by the owner. This compensation corresponds to the difference in the rental amounts.

Owners alone are responsible for any taxes, dues and/or charges of any sort that may be payable on the amount paid to them by CP.

Owners must refrain from contacting CP's customers direct with a view to bookings or payment without going through CP, as well as giving them their contact details or sending them any form of advertising on their own behalf or on behalf of CP's competitors. Such an action equates to serious misconduct on the part of the owner and authorises CP to cancel the contract with immediate effect. In this case, the owner owes CP a fixed sum in compensation corresponding to two weeks rent at the standard rate.

CP's liability is not incurred in any manner whatsoever for the harm caused either to the owner, or the customer or any third-party. The owner assumes the risk for complaints made by the customer.

The customer is subject to civil liability for damage he/she causes and for damage caused by any person for whom he/she is responsible in accordance with general law. Under no circumstances can CP be held civilly liable for damage or losses caused due to malevolent actions, fire or any other offence committed by customers or third-parties.

The security deposit will be returned to the customer 1-2 weeks after the departure, provided that there are no defects or damages. The owner or his/her representative may however decide, in case of damage to furniture or property, to deduct the charges from the security deposit to be returned, but consequently the owner accepts the implicit risk of a reduction in his/her security deposit. CP is not liable should a dispute arise between the owner and the customer concerning the return of the security deposit or compensation for damage.

Owners are no longer permitted to change the contractual terms once the property has been booked. Owners are responsible for the prices displayed and should they forget to change them, CP incurs no liability whatsoever.

These terms apply to letting agreements agreed between CP and the owner. Under no circumstances may owners seek to apply their own general conditions.

Should one of the clauses in this contract prove to be null and void, the other clauses remain in force.

In the case of anything that is not expressly specified in this contract, reference should be made to the articles in the Luxembourg Civil Code governing lease contracts.



The French version of the general conditions takes precedence in case of difficulty of interpretation linked to their translation into another language.

Should a dispute arise, Luxembourg law alone applies and only the Diekirch courts are competent.

Signature owner:

Signature Casapilot:
