Your guide to advertising with Chez Nous
Welcome

For over 30 years we have been the France holiday property specialists, that’s why our customers come back time after time. But we also look after our advertisers too.

To make advertising with us as easy as possible, and to ensure you get the most out of your advert, we have produced this Advertiser’s Guide. Inside you’ll find details of our website options along with tips for writing your advert description and choosing the photographs that show your property at its very best. Plus find out how easybook can give your customers the ease and convenience of booking online.

If you do need any further help or have any questions, please contact us, we’ll be happy to help.

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Why choose Chez Nous to advertise your property?

The best location for your holiday property

At Chez Nous, we’re passionate about helping you get the best from your French holiday property. We’re proud to say that for over 30 years, our experience and expertise has helped thousands of French property owners promote their accommodation effectively – and helped even more customers find the perfect holiday home.

Over 1 million reasons to advertise with us

We understand that you work hard to make sure all your customers have a positive experience and enjoy high quality service, and that’s exactly what you can expect from us. When you advertise with Chez Nous, we’ll ensure you receive all the advice and support you need in order to maximise the number of bookings your property receives.

Our intensive marketing campaigns run throughout the year and include huge investments in pay-per-click advertising and search engine optimisation to keep Chez Nous in the top spots of search engines like Google, Yahoo and Bing. Plus, unlike many other listings sites we also send direct mail and advertise in the national press. We don’t charge you extra for this, it’s simply part of the service we provide. To give you an idea of how many people we can reach, we have a huge database of past and potential customers and our website, cheznous.com also receives over 1 million visitors each year.

A direct approach that puts you in control

By enabling your customers to contact you directly when booking their holiday, you stay in complete control – after all, it’s your property and you know all its best features. In the same way, when you decide to advertise with us, you’ll be in complete control of your advertisement. You write your own property description, decide your own price levels and choose the weeks that you want to sell to customers. Plus, with our online Advertiser Console you can update this information yourself at any time.

“...We have been delighted with the level of enquiries and bookings generated by Chez Nous and with the ease and flexibility of the online Advertisers’ Console. We have experimented with several advertising options over the last few years and Chez Nous has delivered consistently high results. Many of our guests mention their loyalty to the brand when researching their holiday property.”

Jeremy Moyle owner of Le Clos, Normandy.

“...We have advertised with Chez Nous since 2006. We are delighted with the number of bookings that we receive. This year has been extremely impressive with the majority of bookings coming through Chez Nous. The website is easy to navigate. An extra bonus is that special offers can be added at no extra cost. The staff at Chez Nous are always extremely helpful and efficient. I would not hesitate to recommend Chez Nous.”

Mrs Helen Tonge.

Call our advertiser helpline on 0345 268 1102

■ It’s the easy, cost-effective way to promote your property
■ A significant annual marketing budget for direct mail, emails and national press advertising
■ Pay per click advertising so that customers who are looking to book find the Chez Nous website before our competitors websites
■ Fully optimised website to keep Chez Nous high up the natural search engine rankings
■ A huge database of past and potential customers.
■ Well over 1 million visitors to cheznous.com every year
■ Online bookings for your property with easybook
■ Free support and advice available whenever you need it
■ Chez Nous email newsletter for property owners
■ Discount ferry offers for your customers
Marketing designed to drive business your way

When you advertise with Chez Nous, we give you the opportunity to highlight all the best aspects of your holiday home. Once you’re completely happy with your advert, it’s our job to make sure as many potential customers as possible get to see it.

We have a number of marketing campaigns that target a broad range of independent travellers. We regularly advertise in the national press and every month we send in excess of 75,000 e-shots promoting Chez Nous as the France specialists and the best place to find high quality holiday homes just like yours.

Unlike many of our competitors our marketing campaigns include direct mail to an extensive database of potential customers at key times of the year. All our communications are professionally written and designed by our expert team with the aim of getting your customers excited about booking their next break, and increasing bookings for you. We invest heavily in pay-per-click advertising and search engine optimisation so that Chez Nous is high on the page rankings of Google, Yahoo and Bing.

Creating a buzz about Chez Nous

- Regular e-shots and direct mail to a huge database of French holidaymakers
- Fabulous website with easy to use search functionality
- Top search engine rankings with huge investment in PPC and a targeted optimisation campaign

How we market your property

Here are some examples of our marketing activity:

Our Advertiser Support Team is also on hand if you need any help marketing your property. You can contact them on 0345 268 1102 or email them at advertise@cheznous.co.uk
More online opportunities for our customers and advertisers

Not only does the cheznous.com website look great it has been designed to make it even easier for customers to find their perfect holiday home. Plus, all the content is optimised so that cheznous.com remains high up on search engine rankings.

There are lots of pluses for advertisers too. With your advertiser’s login, it’s really easy to update your property information as often as you like. You have the freedom to include details of nearby activities, upload new images or sign up for easybook, our online reservation system. Your key property information, availability, prices and contact details are clearly displayed to the customer at the click of a button. Customers can send an email query directly to you, or telephone you, or use our easybook system which allows them to pay their deposit online.

- More than 1 million visitors each year to cheznous.com
- Upgrade options to enhance your advert
- Quick and easy for you to update
- Detailed interactive map
- Property information and contact details clearly displayed

- Search Tool
  Our fully interactive search tool makes it easy for visitors to find the perfect property for their chosen date and duration. If you opt into easybook, your property is likely to appeal to more customers as they can reserve your property online with a credit or debit card.

- Map View
  Customers can discover the exact location of a property by dragging the map and zooming in. They can view your property advert as soon as they click the icon.

- Larger Parties
  If you have more than one property in the same locality, you can link them together so they return both separately and together in relevant party size searches. What’s more, they will also appear in separate ‘Multi group bookings or larger parties’ search page.

- Featured Properties
  If your property needs a bit more exposure, you can arrange to appear as a ‘Featured Property’ both on the homepage or at both regional and department level search results.

- Special Offers
  One way to get your property noticed is to reduce your prices. Your property will still appear in the main listings, but will indicate your new price in red alongside a prominent special offer logo. And, your advert will appear on the Special offer page too giving your property even more exposure. All this is FREE and automatic when a price adjustment is made.

- Travel Shop
  Customers who book their accommodation via the Chez Nous website, can then visit the Travel Shop to book discounted ferry crossings. This is proving very popular and encourages customers to book with us year after year!
Making customer bookings even easier

**easybook** is our great online reservations facility that allows customers to reserve their chosen holiday property directly from our website. You can add **easybook** to your website advert and set the deposit level that you want us to take from the customer on your behalf from our online Advertiser Console. Once activated a ‘book with **easybook**’ button will feature under your property details. Your customer can then select their preferred dates, complete the online booking form and reserve the property in one easy transaction with their debit / credit card. Simple!

Customers love this service as they can pay their deposit securely online and they get instant notification that their dates are being provisionally held whilst we check with you that you can accept the booking. When a booking has been made we will send you an email confirmation and a message will be displayed on the Advertiser Console when you log in. You can ‘accept’ the booking in 3 ways, via the advertiser console, by replying to the email or by telephoning us. Once you have accepted the booking you will receive an email confirming the reservation along with the customers’ contact details.

- Give your customers the ease and convenience of booking online.
- **easybook** is automatically added to your directory and website entry
- Pay a small commission (10% + any arising VAT) only when a booking is confirmed
- Advertise in £’s or €’s
- Choose the deposit amount that you want us to collect on your behalf.

Please see page 13-14 for full **easybook** terms and conditions
The Chez Nous website offers a simple and cost effective way of advertising your property. The advert gives plenty of opportunities to highlight the many benefits of staying at your property for your customers. You can access your advert online at your leisure and you don’t need any specialist computer skills to update your details or add or remove information.

- **www.cheznous.com** receives well over 1 million (and growing) visitors each year
- Customers can refine searches by location, size and facilities
- Dedicated Special Offers page and a Large party / same site search
- Our Advertiser Support Team can offer help and advice to get you started
- Great travel offers for your customers through the Chez Nous Travel Shop

Log on to [www.cheznous.com/signup](http://www.cheznous.com/signup) to build your web advert.

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### Your website advert

- **Web advert £189**
  
The Advertiser Console gives you full control of your website advert. A high word count lets you describe all the best bits of your property to really sell it to prospective bookers. The user friendly design means that you can update your prices and availability, add special offers, update the property description and upload new images at the click of a button 24 hours a day.

- **Image - 1 image included in advert price**
  
Photos must be a minimum of 400 pixels wide and 300 pixels high and must be uploaded in .jpeg format.

More than 1 property? Great prices available for multiple adverts. Contact our Advertiser Support team for details.

### Options for your website advert

- **Gallery £30**
  
Add up to 15 extra images to your advert to really showcase your property.

- **Add a weblink £30**
  
You can add a link to your own website from your online entry. It’s a great way of helping your customers to find out more about your property.

- **Special Offers Free**
  
You can promote unsold weeks or last minute cancellations quickly and easily. Special offer prices show as WAS/NOW prices and appear in Special offer specific searches.

- **easybook Free**
  
Add our easybook tool and give your customers the freedom to book online. It’s free to set up and it could help you stand out from the crowd (pay a small 10% commission when a booking is confirmed – see page 6 for details).
Customers will always read a property’s description before deciding whether it sounds right for them, so it’s important that you think carefully about what you write in order to convey all of your property’s best features and selling points. A relevant, appealing and well-written description is the perfect complement to eye-catching photography, and it will maximise your chances of attracting as many bookings as possible.

**Property summary**
This is the big opportunity to make your property sound irresistible, and there’s every chance it will be read by literally thousands of potential holidaymakers – and that means thousands of potential bookers.

With limited space available, try not to simply repeat the information that’s already shown on the search results page, e.g. 2 bedroom cottage for 4 persons. Instead, use this as a chance to use descriptive language that creates an accurate but positive impression, playing on the property’s best features, e.g. ‘A spacious gîte offering panoramic views of the River Thouet’ or ‘Detached cottage near to Normandy beaches and stunning Brittany coastline’.

**Property description**
Think about what you like about the property, what others might like about it, and about giving people the kind of helpful and enticing information you’d expect to read yourself. Customers will want factual information about the number and layout of rooms as well as details of the facilities available to them, especially in areas like the kitchen. However, along with simple facts, try to use emotive language to help set the scene and really capture people’s imagination. So, rather than simply writing ‘Dining kitchen with patio doors to garden’, write something like ‘Enjoy eating breakfast together in the charming traditional kitchen before moving outside to relax in a recliner on the sun-drenched patio.’

In the same way, choose your words carefully to create an irresistible image like this: ‘After an unforgettable day of culture and cuisine, why not curl up and relax in front of the cosy open fire?’

Lastly, always use your description as an opportunity to remind readers about the practical advantages of your property’s facilities, and how they could really add to their overall experience: ‘The fully equipped sunny kitchen has everything you need to make your self-catering experience as easy as you like, such as a microwave and dishwasher.’

**Need some inspiration? Here’s an example advert:**

Le Tournesol
Near Clermont, Herault
Beautifully restored cottage in a peaceful, rural location
Sleeps 4
This delightful, family-friendly cottage is situated in the grounds of a vineyard, close to a peaceful village renowned for its wine-making. It has a sunny, south-facing terrace surrounded by extensive gardens. The spacious living room has exposed beams and French windows that open onto the terrace. There are two double bedrooms, one with an en-suite bathroom plus a well-equipped kitchen and utility room with a washing machine/dryer. Linen is included.

There is a lovely selection of shops within walking distance and Montpellier is only 20 mins by car. There are lots of activities available in the area including windsurfing and swimming at Lac Salagou plus walking in the surrounding hills.

Ground floor: Kitchen. Dining room. Lounge. Separate WC. Utility room
First floor: Double bedroom with en-suite bathroom/WC. Twin bedroom. Shower room/WC
Outside: Spacious garden. Terrace with patio furniture.
A great photo can instantly grab attention and really help to sell a property. Customers like photos because they inspire the imagination, and also because they know they can trust a photo to give an accurate impression of the property – the camera never lies, as they say. This trust often contributes to the peace of mind that ultimately leads to a booking.

We recommend that you take full advantage of this situation by featuring an image gallery within your advert. You can include a selection of interior, exterior and garden shots, or even pictures of nearby attractions and places of interest that add to your property’s overall appeal.

Don’t forget to take photos that really do your property justice. Take exterior shots in good light on a sunny day, using careful composition to showcase your property’s best features, like a newly mown lawn, beautiful flowerbeds or attractive garden furniture. Indoors, you can use lamps and daylight from windows to create atmosphere, and you could submit photos of a nicely set dinner table, neatly made beds or a cosy living room with a real fire.

Remember to select the most captivating shot for your lead image as this will display on the search results page and will influence whether a customer chooses to view your advert.

You can add an image gallery of 15 photos quickly, easily and for just £30 by simply clicking on the ‘Buy image gallery’ button on the Advertiser Console.

Our website has been designed to display images 400 pixels wide by 300 pixels high. Try to stick to these proportions in order to avoid distorted images that might fail to impress and attract customers. Most ‘point & shoot’ cameras will take photos in this format, and remember that you can change your images at any time.
Terms and conditions

It is the policy of Chez Nous to work with Advertisers who offer the highest standard of service and accommodation for the public who book their properties. Chez Nous considers that such standards of service should include everything from the first telephone enquiry right through to the way in which any problem or complaint is handled. Please do not advertise on/in the Chez Nous online or paper directory unless you are willing to comply with the spirit as well as the letter, of these declared aspirations. Please read and consider the following terms, which will govern all Advertisers’ contracts with Chez Nous.

Advertiser terms & conditions

This AGREEMENT is made BETWEEN Wyndham Vacation Rentals (UK) Limited trading as Chez Nous (“Chez Nous”) and the advertiser of the accommodation detailed on the Website (“The Advertiser”).

Subject to these terms and conditions ("Terms"), Chez Nous shall permit the Advertiser to post the Advertiser Content on the Website and shall enable the Advertiser to feature the Advertiser Content in the Paper Directory for the relevant term and subject to the payment of the Fees.

By creating a Login, and/or user account and/or submitting a registration, the Advertiser warrants that it is the owner of the Arrangements or has full legal authority from the owner of the Arrangements to enter into these Terms with Chez Nous and has the right, authority and capacity to enter into and be bound by these Terms.

Definitions and Interpretation

In this Agreement, the following expressions and words shall have the following meanings unless the context otherwise requires:

i.  "Arrangements" means the privately owned accommodation to be made available by or on behalf of The Advertiser to Clients pursuant to this Agreement.

ii.  "Clients" means the person(s) (or any of them) using the Arrangements pursuant to this Agreement.

iii.  "The Website" means the online directory of Arrangements at http://www.cheznous.com/.

iv.  "The Paper Directory" means any directory of arrangements published from time to time by Chez Nous in the format determined by Chez Nous.

v.  "Advertiser Content" means the Advertiser’s content created or supplied by the Advertiser for publication on the Website or the Paper Directory pursuant to these Terms.

vi.  "The Login" means any registration accepted by Chez Nous which enables the Advertiser to have access to certain elements of the Website from time to time.

General

Chez Nous agrees to act as an advertising intermediary in respect of Arrangements by featuring the Advertiser Content on the Website and/or on the Paper Directory as applicable.

Save as expressly provided otherwise, Chez Nous accepts no liability in relation to any contract that any Client and The Advertiser enter into, or for any Arrangements or for the acts or omissions of the Advertiser or any Client or other person(s) or party(ies) connected with any booking. For all bookings The Advertiser’s contract will be with the Client booking the Arrangements concerned and will be subject to the Advertiser’s or the owner’s booking conditions. Reference to ‘Bookings’ in these conditions means bookings made on this basis.

The Advertiser Content

It is at all times the Advertiser’s responsibility to ensure that the Advertiser Content is accurate. Chez Nous shall incur no liability for any errors in the Advertiser Content.

The Advertiser warrants and represents that The Advertiser is licensed to use the entire contents and subject matter contained in the Advertiser Content, including, without limitation, (i) the names and/or pictures of persons; (ii) any copyright in the material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services, or any other intellectual property rights.

The Advertiser warrants and represents to Chez Nous that:

i.  it has the right to publish all of the contents of the Advertiser Content and can grant to Chez Nous such right, and that such publication will not: (a) breach the confidence or rights of privacy of, or, without limitation, infringe the copyright, database rights, trademark rights, patent rights, moral rights or any other intellectual property rights of, any third party; or (b) violate any applicable law or regulation;

ii.  the Advertiser Content is legal, proper, decent, honest, accurate and socially responsible;

iii.  it has complied with the codes of practice issued by the Committee of Advertising Practice in the UK, including, without limitation, the British Code of Advertising, Sales Promotion and Direct Marketing, and all other relevant codes under the general supervision of the Advertising Standards Authority or any other relevant authority;

iv.  it does not collect or use personal information without permission from the user and shall at all times comply with the Data Protection Act 1998.

v.  the Advertiser Content shall use reasonable endeavours to show the availability and pricing of Arrangements for the following 12 month period.

vi.  the Advertiser Content, and any web site linked to by the Advertiser Links ("Linked Content"):

a.  will not contain anything that is indecent, obscene or unlawful;

b.  will comply with all applicable laws;

c.  will not contain any defamatory, false, misleading or untrue material or material which abuses, harasses, threatens or is otherwise offensive to any other person;

d.  will not restrict or inhibit any other user from using the website;

e.  will not contain any virus or other material likely to harm the website;

f.  will not contain any other material which is likely to harm the reputation of Chez Nous.

g.  will not advertise or publicise any third party without the consent (at its discretion) of Chez Nous.

The Advertiser hereby expressly grants to Chez Nous:

i.  a non-exclusive, world-wide right to use, reproduce, publicly display, the Advertiser Content and warrants that The Advertiser has the right to grant such license;

ii.  the exclusive right to reproduce throughout the world screen shots of the Advertiser Content on the Website and/or on the Paper Directory as applicable.

iii.  the right (at Chez Nous’s discretion) to allow third parties to use and display the Advertiser Content for sales and marketing purposes, which may (without limitation) include the provision of the Advertiser Content to third party websites.

The Advertiser will not acquire any title, copyright or other proprietary rights in the Website or the Paper Directory or its content. The entire copyright and any other intellectual property rights in The Advertiser Content throughout the world shall be and shall remain the exclusive property of the Advertiser save in respect of any Advertising Content created by Chez Nous, the copyright in respect of which will be and remain the property of Chez Nous.

Chez Nous reserves the right to determine the Website and/or in the Paper Directory design layout and cannot be held responsible for any loss or damage or otherwise resulting from the design or the positioning of the Advertiser Content. Chez Nous does not guarantee any specific position on the Website or in the Paper Directory for any Advertiser Content.

The Advertiser accepts that any Advertiser Content featured on the Website or in the Paper Directory is subject to editorial review by Chez Nous. Chez Nous also reserves the right, without liability, to edit, copy, amend, reject, replace, omit, terminate or exclude any Advertiser Content if it reasonably believes the Advertiser Content would or would be likely to put the Advertiser in breach of these Terms or would otherwise be detrimental to the interests or goodwill of Chez Nous at any time, or if Chez Nous receives any complaint which it (in its reasonable discretion considers to be valid about the Advertiser or the Advertiser Content with or without notice to the Advertiser, whether or not such Advertiser Content was previously acknowledged, accepted, or published. Without limitation, Chez Nous will not accept Advertiser Content featuring any persons unless the Advertiser can provide Chez Nous with evidence (on request) that such persons have consented to being so featured. Chez Nous will not accept Advertiser Content featuring children or young persons without written consent from their parent or lawful guardian.

Notwithstanding this, Chez Nous will use reasonable endeavours to fulfil the Advertiser’s requests. Any such action shall be without prejudice to Chez Nous’s other rights and remedies. Without prejudice to these Terms generally, Chez Nous may at its absolute discretion offer the Advertiser the opportunity to correct any matter which has led Chez Nous to take action under this clause.

The Advertiser acknowledges and accepts that the Advertiser Content featured on the Website may be reviewed either favourably or unfavourably by third party consumers and that third party review activity does not constitute the view or opinion of Chez Nous. The Advertiser accepts that Chez Nous offers no editorial services for reviews and is not in a position to investigate every review but takes reasonable steps to prevent libelous or offensive materials from being posted online, although Chez Nous reserves the right either to maintain or to remove reviews for any reason within its sole discretion.

The Advertising Content must relate to a single postal address and the Advertiser shall not be entitled to change the single postal address without prior written agreement of Chez Nous and without payment of further Fees.

Fees

The Advertiser shall pay the annual and any other fees detailed on the Website or in the registration pack as applicable or as may be required by Chez Nous ("Fees"). Fees exclude Value Added Tax.

Account Access

Access to your account (for Advertisers on the Website) will be gained by using the username and the password selected by you during the registration procedure. You are responsible for ensuring the confidentiality and proper use of your username, password and account and for restricting access to your computer and you agree to accept responsibility for all activities that occur under your account or password.
Terms and conditions (continued)

You must tell us immediately if you believe that an unauthorised person knows your username or password or has access to your account.

We reserve the right to refuse service or terminate accounts if we suspect an unauthorised person is attempting to access it.

You agree that we shall not be liable for any losses you suffer as a result of unauthorised access to your account.

Advertiser’s obligations in respect of the Arrangements

The Advertiser hereby confirms and agrees that:-

(i) the Arrangements will be provided with all due skill, care and diligence and that all persons provided or used by The Advertiser (whether or not employed by him) in connection with provision of the Arrangements will be appropriately qualified, experienced and capable of competently performing the work or jobs for which they are provided.

(ii) the Arrangements will at all times remain of a good and clean standard, in full working order and safe for occupation and use.

(iii) the Arrangements comply and will at all times comply in full with all applicable national, local, trade and other laws, regulations and codes of practice (including EU legislation where applicable) relating to hygiene, gas, fire, safety and other standards for those using the Arrangements and that he has and will at all times maintain in force the appropriate current certificates confirming such compliance.

(iv) the Arrangements do and will at all times fully comply with The Advertiser Content and/or represented by The Advertiser or on his behalf from time to time. The Advertiser agrees that all such description(s) and other wording are and shall at all times remain correct.

(v) The Arrangements will at all times be sold to Clients at the price displayed as part of the Arrangements normally covered by insurance including (by way of example and not by way of limitation) destruction or damage of any property by any cause and all third party risks including cover for death, personal injury and illness (including all legal costs of both the Clients concerned and Chez Nous) of the Clients and Chez Nous’s employees, agents and/or representatives arising, directly or indirectly, from any act(s) and/or default(s) of The Advertiser and/or any person(s) provided or used (directly or indirectly) by The Advertiser (including employees, agents, suppliers and sub-contractors of The Advertiser) and/or any use of any property and/or the Arrangements in a sum which would be appropriate if any and all proceedings in relation to any such claim were brought within the United Kingdom and (ii) the full amount of all sums which may become payable under the indemnity clause below.

(ii) The Advertiser shall provide a copy of the policy(ies) referred to above together with the up to date schedule(s) and receipt(s) for the current premium to Chez Nous or its representative on demand. The Advertiser shall keep Chez Nous informed of all changes and developments which do or may affect the said policy(ies). If reasonably required by Chez Nous, The Advertiser shall increase the amount of any insurance cover and/or extend the risks covered. Chez Nous shall not, however, be obliged to check the nature and extent of The Advertiser’s insurance cover.

Indemnity

Without prejudice to any other provision in this agreement, the Advertiser agrees to indemnify Chez Nous for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, Chez Nous incurs or pays to any Customer, 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 of any settlement which Chez Nous, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise, as a result of directly or indirectly in whole or part of:

i. any breach of any nature whatsoever of the Advertiser’s obligations expressed or implied under this Agreement or any other agreement between the parties (including without limitation and where applicable the Easybook terms and conditions);

ii. any failure to reach the standard agreed with Chez Nous to include, by way of example and not by way of limitation, any failures or deficiency in the standard of quality of the Arrangements, absence or alteration of any Arrangements or lack of cleanliness, hygiene or safety for any reason for any period;

iii. any failure by the Advertiser to comply with any applicable law or regulation;

iv. any action the Advertiser commits which damages the reputation of Chez Nous; or

v. any act(s) and/or default(s) of The Advertiser and/or any person(s) provided or used (directly or indirectly) by The Advertiser (including employees, agents, suppliers and sub-contractors of The Advertiser).

This indemnity shall survive and remain in full force and effect after the termination of this Agreement (for whatever reason) or expiry of this Agreement.

Term, Termination and consequences of Termination

This agreement will commence on the Advertiser making payment and will continue, in the case of Advertiser Content featured on the Website until terminated earlier in accordance with this clause or the other terms of this agreement, or in the case of Advertiser Content featured in the Paper Directory, will continue for a period of one year (or the publication of the following year’s Paper directory) unless terminated earlier in accordance with this clause or the other terms of this agreement.

Chez Nous reserves the right to terminate this agreement immediately without notice and without the Advertiser being eligible to claim compensation in the event that:-

i. the Advertiser fails to comply with any term of this Agreement including but not limited to a failure to pay the Fees in full and on time.

ii. the Advertiser commits any act reasonably likely to damage the reputation and/or business of Chez Nous.

In the event of termination of this agreement for any reason, the Advertiser Content will be immediately removed from the Website and shall not be featured again on the Website until the Advertiser is able to provide proof that the Arrangements comply with these Terms. In the event of the termination of these Terms, the Advertiser shall honour all bookings made prior to the effective date of termination until the conclusion of the Arrangements relating to those bookings.

Provisions of these Terms with continuing effect shall survive termination of these Terms for any reason.

The Website

The Advertiser agrees to keep its Login confidential and only to allow other individuals who are validly authorised to do so to use the Login to access any part of the Website.

The Advertiser is responsible for all activities under the Login.

Chez Nous shall be responsible for the hosting, operation and maintenance of the Website and, although it shall use its reasonable endeavours to keep the Advertiser Content available on the Internet, it gives no guarantee as to continuing service availability.

The Advertiser accepts that Chez Nous cannot ensure that the Advertiser Content in all respects is visible in all browsers and versions of these browsers. Chez Nous shall use its reasonable endeavours to ensure that the Advertiser Content is visible in the most commonly used version of Internet Explorer.

The Advertiser accepts that Chez Nous may refuse hypertext links or web addresses to third party websites from the Advertiser Content, and to remove such links or web addresses without notice.

Chez Nous’s Liability

i. Except as expressly provided in this Contract (or, if applicable the Easybook terms and conditions), Chez Nous gives no warranty in relation to the provision of services under this Contract and all warranties, express or implied, are excluded.

ii. Chez Nous does not limit or exclude liability for death or personal injury caused by its own negligence.

iii. Chez Nous’s entire liability to The Advertiser arising out of or in connection with these Terms, including without limitation breach of contract, misrepresentation (except where fraudulently made) and tort (including negligence), is limited to the amount of £700.

iv. Notwithstanding the generality of this clause, Chez Nous expressly excludes liability for any indirect, special, consequential or economic loss or damage which may arise out of or in relation to these Terms, whether arising from any failure to publish the Advertiser Content in a timely manner or at all, or otherwise, and for any loss of profits, revenue, anticipated savings, business, contracts, production or goodwill even if Chez Nous has been advised as to the possibility of such damages.

v. Save as specified in this clause, Chez Nous shall not be responsible for any error in the placement of, or failure to place, any Advertiser Content on the Website and/or in the Paper Directory. If Chez Nous fails to publish any Advertiser Content or in the event of any other failure, technical or otherwise, of such Advertiser Content to appear, Chez Nous’s liability shall be limited to refunding to The Advertiser that proportion of the Fees paid which relate to the Advertiser Content which was not published.
vi. Chez Nous will use reasonable skill and care in performing its duties hereunder but subject thereto: (i) Chez Nous hereby excludes any warranty, express or implied, as to the performance, quality, accuracy or fitness for a particular purpose of Chez Nous or of any of the contents of the Website or the Paper Directory; (ii) Chez Nous will not be liable for any losses or damages arising (whether in tort (including negligence), contract or otherwise) directly or indirectly as a result of use of the Website or the Paper Directory or in connection with Advertiser Content including without limitation from any technical malfunction, computer error, defect in software, loss of data or other damage or disruption to advertisements; (iii) Chez Nous makes no warranty that the contents of the Website are free from infection by viruses, worms or trojans or anything else that has contaminating or destructive properties; and (iv) certain links on the Website may lead to resources located on servers maintained by third parties over whom Chez Nous has no control and Chez Nous accepts no liability arising from access to or use of any material contained on those servers.

vii. Any complaints concerning Advertiser Content or Chez Nous obligations under these Terms must be reported to Chez Nous as soon as possible and in any event within 2 weeks of the publication of the Advertising Content on the Website or in the Paper Directory.

viii. Chez Nous will make every effort to safeguard all materials supplied (for example photographs, drawings, designs, advertisement proofs, etc). However, Chez Nous cannot accept liability if any such material is mislaid, lost, destroyed or damaged in any way or form from any cause.

ix. Chez Nous is not a letting agent and is therefore in no way responsible for the level of bookings received. Chez Nous further cannot accept any liability for any claim, damage, expense, loss or other sum whereby the Advertiser has received unsatisfactory level of bookings.

x. Chez Nous does not warrant that the Website will be constantly available or uninterrupted.

Force Majeure
If either party cannot perform its respective obligations under these Terms due to circumstances beyond its control (including but not restricted to war, threat of war, civil strife, strikes and/or industrial action, natural or nuclear disaster, fire, flood, snow, extreme weather, epidemics, terrorist activity, government actions, acts of god and all other similar events), the affected party shall not be liable to the other party for any failure to perform its obligations as long as it uses reasonable efforts to limit the effect of such circumstances and resumes its obligations under these Terms as soon as reasonably possible.

Data Protection
The Advertiser warrants that it shall at all times comply with all of the provisions of Directive 95/46/EC relating to the protection of individual persons in connection with the processing of personal data belonging to those persons. The Advertiser shall only process personal data on behalf of Chez Nous in accordance with, and for the purposes set out in these Terms and instructions received from Chez Nous from time to time.

Chez Nous will store and use the Advertiser's personal data in accordance with Chez Nous privacy policy.

vi. Severability
If any provision of this Agreement is held to be invalid or void for any purpose, it shall for that purpose be deemed to be omitted from this Agreement. Such omission shall not affect or prejudice the validity, effectiveness or enforceability of the rest of the provisions of this Agreement.

vii. Waiver
The rights of Chez Nous under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to The Advertiser. No waiver of any breach operates as a waiver of any subsequent breach.

Law and Jurisdiction
This Agreement and all matters arising out of it shall be construed and governed according to English law. The parties agree that any dispute(s) they may have will be exclusively dealt with by the Courts of England and Wales except in relation to any proceedings brought against Chez Nous in any other jurisdiction which involve or concern, in whole or part, the Arrangements. Chez Nous shall be entitled to make The Advertiser a party to any such proceedings.

Headings
The headings in this Agreement are for reference purposes only and do not form part of the Agreement. They shall not affect the interpretation of this Agreement and are not to be deemed to be an indication of the meaning of the clause to which they relate.

Variation
The terms of this Agreement may be varied at any time and all subsequent use of the Website will be governed by the newer version.

Inconsistency
In the event of any conflict or inconsistency between the provisions of these terms and conditions and those set out in any agreement supplemental to this one, the relevant provision(s) of the supplemental agreement shall prevail.

No Partnership
Nothing in the Contract shall create, or be deemed to create, a partnership or joint venture between the Advertiser and Chez Nous or the relationship of principal and agent between The Advertiser and Chez Nous.

Third Party Rights
No person has any rights under this Contract save as may be set out in it and the parties agree that the Contracts (Right of Third Parties) Act 1999 is excluded.
Definitions and Interpretation

In this Agreement, the following expressions and words shall have the following meanings unless the context otherwise requires—:

i. **Property** means the privately owned accommodation to be made available by you or on your behalf to Customers on the Website or the Paper Directory as applicable pursuant to the Advertising terms and conditions between the parties.

ii. **Customers** means the person(s) (or any of them) reserving or using the Property pursuant to this agreement.

iii. **Website** means the online directory at http://www.cheznous.com.

iv. **Paper Directory** means any directory of arrangements published from time to time by Chez Nous in the format determined by Chez Nous.

v. **Rental Price** means the total price (including Vat where appropriate) you have set for a Property which Customers can book.

vi. **Reservation Request** means a request to rent a Property made by a Customer through this easybook service.

vii. **Reservation** means a reservation request that you have confirmed in accordance with this agreement.

viii. **Services** means the reservations and cash collection services we supply to you under the terms of this agreement.

ix. **Term** means the length of time this agreement lasts, as set out in clause 2.

x. **You** means the owner (or an authorised representative of the owner) of a Property which we are authorised to display on the Website.

xi. **Your Booking Terms** means your booking terms under which you agree to let the Property.

xii. **Working days** means Monday to Friday inclusive, but does not include bank holidays or public holidays.

xiii. **Your Payment** means the total price (including Vat where appropriate) you have set for a Property.

xiv. **Your Services** means the reservations and cash collection services you supply to Customers on the Website or the Paper Directory as applicable pursuant to these Terms.

xv. **Your Website** means a request to rent a Property made by a Customer through this easybook service.

xvi. **Your Website** means the online directory at http://www.cheznous.com.

xvii. **Your Client** means the Customer (or if you sell the Property, make sure any purchaser will honour it) to the Customer.

xviii. **Your Liability** means your liability to the Customer and members of their party in respect of death and personal injury in an amount not less than £2m for each individual claim.

xix. **Your Terms** means your booking terms under which you agree to let the Property.

xx. **Your Service** means the reservations and cash collection services you supply to Customers on the Website or the Paper Directory as applicable pursuant to these Terms.

IT IS HEREBY AGREED AS FOLLOWS:

1. Appointment

You appoint us to provide the Services on the terms and conditions of this agreement.

Our Advertising Terms and Conditions will continue to apply to our agreement with you except as expressly supplemented by these easybook terms and conditions and the easybook Consumer Terms.

2. Term

This agreement will begin when you click or sign to accept these terms and will continue—:

- for one year in relation to adverts in the Paper Directory; or
- until terminated in accordance with the procedure set out on the Website in relation to adverts on the Website; and in each case unless terminated earlier in accordance with its terms.

3. Our obligations

You agree that we will not form a contract with the Customer for a Reservation.

You agree that we are entitled to deduct the commission due to us for providing our Services as set out in clause 8.

You agree that when a Customer makes a Reservation, a direct contract will form between you and the Customer for the rental of a Property and we will have no involvement in or liability arising from that direct contract.

We will be authorised to receive Reservation Requests and collect payments on your behalf as set out in the easybook terms and conditions.

We will tell Customers before they make a Reservation that renting your Property is dependent on them accepting your Booking Terms and the easybook Consumer Terms.

We will notify you by email and within the Booking Admin section of the Advertiser Console, as soon as possible, when a Customer has made a Reservation.

Within 24 hours of receiving our notification, you must accept or reject that Reservation using the Booking Admin section of the Advertiser Console. Rejections should only be made on reasonable and lawful grounds. Please remember that you must keep your availability calendar up to date.

We will take the responsibility for notifying the customer cancellation terms on your behalf.

You should follow the cancellation terms detailed in section 12 of the easybook Consumer Terms.

We will pass on to you all monies collected on your behalf as set out in this Agreement and subject always to our right to retain commission.

We act as your booking administrator and cash collection agent only and accordingly we will have no liability to the Customer in relation to their rental of your Property or in relation to any other product or service you may provide to them.

4. Your obligations

You agree that you will:

a. give us any information which may help us or which we need in order to provide the Services;

b. honour to the Customer (or if you sell the Property, make sure any purchaser will honour it) to the Customer any Reservation Request received by us and accepted by you in accordance with clause 3 of this agreement (including after termination of this Agreement where the Reservation Request is received before termination);

c. promptly and efficiently deal with any complaint or enquiry about the Property raised by a Customer, directly with the Customer;

d. comply with all the laws and regulations that apply to the Property and your description of it;

e. make the Property available to the Customer in line with their Reservation;

f. enter into a direct contract with Customers in line with their Reservation;

g. state your name on all documents you issue in relation to the Reservation that evidence the formation of a contract between you and any Customer. You shall not be entitled to hold yourself out as our agent in respect of any Reservation.

h. ensure that the current applicable easybook Consumer Terms are reflected in and are not contradicted by Your Booking Terms.

i. comply with all relevant laws, regulations and Codes of Practice, including the Package Travel etc Regulations, ATOL Regulations, the Consumer Protection from Unfair Trading Regulations 2007, the Data Protection Act and the ABTA Code of Conduct (including any amendments), insofar as they affect your activities.

j. arrange your own appropriate and adequate financial protection for all Reservations to include all pre-payments by Customers and repatriation if required by the Package Travel, Package Holidays and Package Tours Regulations 1992 or as amended from time to time.

k. ensure that you have in place at all times a valid insurance policy with a reputable insurer covering your liability to the Customer and members of their party in respect of death and personal injury in an amount not less than £2m for each individual claim.

5. Guarantees and liability

Chez Nous will use reasonable skill and care in performing its duties hereunder but subject thereto—:

i. Except as expressly provided in this agreement, we give no warranty in relation to the provision of the Services and all warranties, express or implied, are excluded.

ii. We do not limit or exclude liability for death or personal injury caused by our own negligence.

iii. Our entire liability to you arising out of or in connection with this agreement, including without limitation breach of contract, misrepresentation (except where fraudulently made) and tort (including negligence), is limited to the amount of commission payable OR £750 whichever is higher.

iv. Notwithstanding the generality of this clause, we expressly exclude liability for any indirect, special, consequential or economic loss or damage which may arise out of or in relation to this agreement, and for any loss of profits, revenue, anticipated savings, business, contracts, production or goodwill even if we have been advised as to the possibility of such damages.

v. Any complaints concerning the Services must be reported to us as soon as possible and in the event within 2 weeks of the occurrence of the event giving rise to the complaint.

vi. We are not a letting agent and are therefore in no way responsible for the level of bookings received.

6. Force majeure

If either party cannot perform its respective obligations under these Terms due to circumstances beyond its control (including but not restricted to war, threat of war, civil strife, strikes and/or industrial action, natural or nuclear disaster, fire, flood, snow, extreme weather, geological events, epidemics, terrorist activity, government actions, acts of god and all other similar events), the affected party shall not be liable to the other party for any failure to perform its obligations as long as it uses reasonable efforts to limit the effect of such circumstances and resumes its obligations under these Terms as soon as reasonably possible.
7 Indemnity
Without prejudice to any other provision in this agreement, you agree to indemnify us for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, we incur or pay to any Customer, 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 we, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agree to pay or otherwise), as a result directly or indirectly in whole or part of:-

(i) any breach of any nature whatsoever of your obligations expressed or implied under this Agreement or any other agreement between the parties;
(ii) any failure to reach the standard agreed with us to include, by way of example and not by way of limitation, any failures or deficiency in the standard of quality of the Property, absence or alteration of any Property or lack of cleanliness, hygiene or safety for any reason for any period;
(iii) any action you commit which damages our reputation;
(iv) any act(s) and/or default(s) of yours and/or any person(s) provided or used (directly or indirectly) by you (including employees, agents, suppliers and/or representatives) or any third party which engages in any way with the Property (or both), we may end this agreement immediately and without notice.

This indemnity shall survive and remain in full force and effect after the termination (for whatever reason) or expiry of this Agreement.

8 Commission
We shall become entitled to commission on a Reservation immediately following issue of your confirmation in respect of that Reservation to the Customer. Our commission is 10% of the Rental Price, unless otherwise agreed in writing (plus VAT where appropriate). For all Reservations, we shall be entitled to collect the Commission due to us from payments received from Customers once you have confirmed the Reservation.

For Reservations made more than 6 weeks prior to the start of the rental period Customers will be required to pay a Deposit to you (at the level specified by you and agreed by us in the Advertiser Console), including VAT where appropriate, which we will endeavour to collect on to you as set out (provided always that we may retain commission as detailed).

As soon as is reasonably possible and on condition that we have received it ourselves, we will send you payment of the Rental Price collected on your behalf from the Customer less any commission due to us under the terms of this agreement. Nothing in this agreement will oblige us to take action to collect any unpaid sum from a Customer.

We will not refund the commission to you or the Customer even if the Customer cancels the Reservation.

If you have accepted a Reservation, but you cannot fulfil the Reservation, we will be entitled to keep the commission, unless you cannot fulfil the Reservation because of something we have or have not done.

Both you and we must keep separate records of Reservations and allow each other's representatives to inspect and copy these records on request at all reasonable times (but not more than once in any three-month period).

All monies paid to us by Customers will be held on your behalf at all times and will be passed on to you as set out (provided always that we may retain commission as detailed).

Ending or cancelling the agreement
If we believe we have reasonable cause for concern over your actions or the standard of the Property (or both), we may end this agreement immediately and without notice.

In addition, either you or we can end this agreement immediately by giving notice in writing to the other if:

a. either of us breaks the terms of this agreement or the Advertiser Terms and Conditions;

b. another party legally takes possession of, or a receiver is appointed over, any of your or our property or assets;

c. you or we make voluntary arrangement with our creditors or become subject to an administration order;

d. you or we go into liquidation (unless a new company results and agrees to be bound by the obligations already agreed under this agreement);

e. either you or we have a bankruptcy petition presented against us;

f. you or we are part of a partnership which goes into liquidation or has a bankruptcy petition presented against some or all of the partners; or

g. any similar to the above situations occurs to either you or us.

If either you or we break the terms of this agreement and the other party waives this breach, it does not mean that any future breaking of the terms of this agreement will be waived.

The rights to end this agreement given by this clause will not legally affect any other right or remedy you or we have if the agreement is broken.

After this agreement has ended for any reason:

a. the terms of this agreement will still apply to all Reservations taken before the date the agreement ends and you agree to honour those Reservations; and

b. any rights or obligations that exist when the agreement ends will still be binding.

If you cannot supply a Property for a Reservation you have confirmed, you must immediately notify us and the Customer in writing. If you cannot offer the Customer alternative accommodation of at least an equal standard or if the Customer does not approve of the alternative accommodation, you must refund the Customer all monies it has paid to you but we remain entitled to retain the applicable Commission as if the booking had been performed.

Depending on the reason for cancellation, you may be liable to the Customer for compensation, particularly to cover any reasonable non-refundable expenses incurred by the Customer in connection with the booking.

General
This (including our Advertiser Terms and Conditions and the easybook Consumer Terms) is the entire agreement between you and us and replaces all previous agreements dealing with the matters set out in this agreement. Any changes or amendments must be signed in writing by both parties.

If any clause of this agreement (or part of it) is applied to either you or us is found to be invalid, illegal, void or cannot be enforced in any way, this will not affect any other clauses of this agreement (or the remaining part of the same clause of this agreement).

Both you or us will keep confidential and not pass on to any third parties any information supplied to or obtained by it about the other or its business, procedures and methods unless required by law. When this agreement ends, both you and we must immediately return all other material that contains information that is, in terms of this clause, confidential.

You and we acknowledge that no joint venture, partnership or employment relationship exists between us as a result of this agreement.

If you or we do not apply any right we have under this agreement, we are not waiving that right.

Any notice you and we serve on each other must be sent by prepaid special delivery to the address set out in this agreement. We must notify each other of any change of address, we will consider that any notice has been received within 72 hours (three days) of posting.

If you enter into this agreement, you are acknowledging that only the terms of the agreement apply and all other conditions, warranties or other terms applied by statute or common law do not apply as far as the law allows.

Under the Contracts (Rights of Third Parties) Act 1999 nothing in this agreement gives any third party the right to enforce or enjoy the benefit of any term in this agreement.

You may not assign or transfer any of your rights and obligations under this agreement without our prior written consent.

Each party agrees to comply with all applicable data protection laws and regulations.

In event of any inconsistency between these terms and our Advertiser Terms and Conditions then to the extent not covered by these terms, the advertiser terms shall apply.

In the event of termination of this Agreement obligation that have already accrued (without limitation in relation to bookings taken pursuant to the easybook service) will continue to apply.

This Agreement is governed by the laws of England and Wales. The parties agree that any dispute between them will be dealt with by the Courts of England and Wales only except where proceedings are brought against us in any other jurisdiction in relation to any Property or Reservation. In this case we will be entitled to make you a party to those proceedings.