Managed Dynamic Pricing Service Terms

Definitions

Capitalized terms used in these terms and not defined below have the meanings given to them in the Client Service Agreement and Schedule 1.

“Activation” means the point when managed pricing has been switched on for all Properties listed in Schedule 1, as confirmed in writing by HomeSight Studios.

“PriceLabs” means the third-party pricing tool used to connect the Client’s authorized Booking Platforms and provide booking information through its Bookings API for the Service.

“Service” means the managed dynamic-pricing service described in these terms and the Client Service Agreement.

1. Application and precedence

1.1 These terms apply when HomeSight Studios provides managed dynamic-pricing services to a Client.

1.2 The Client Service Agreement and Schedule 1 identify the Client, the Properties, the selected services and the agreed fees. These Managed Dynamic Pricing Service Terms apply together with the Client Service Agreement and Schedule 1.

1.3 The Client Service Agreement and Schedule 1 and these Managed Dynamic Pricing Service Terms together govern the Service. If they conflict, the Client Service Agreement and Schedule 1 take precedence over these Service Terms. Any separate written Data Processing Terms govern processing of personal data by HomeSight Studios on the Client’s behalf. The Privacy Notice explains HomeSight Studios’ own processing and does not form part of the contract or change this order.

2. The service

2.1 HomeSight Studios provides a managed service to configure and manage dynamic pricing for the Properties identified in Schedule 1, using PriceLabs or another pricing tool agreed with the Client.

2.2 The service will be managed within the pricing objectives and material limits approved in writing by the Client. Detailed settings may be held in the relevant pricing tool. The material parameters must be recorded in Schedule 1 or another written record agreed by the parties.

2.3 HomeSight Studios does not manage the Client’s property, reservations, guest communications, listing content or day-to-day operations. The Client remains responsible for those matters and for checking reservation and booking information in the relevant Booking Platform.

2.4 HomeSight Studios will provide the service with reasonable care and skill. The service does not guarantee any particular booking volume, occupancy, revenue, ranking or other commercial result.

3. Third-party platforms and connections

3.1 The service depends on third-party platforms and tools, which may include Airbnb, Booking.com and PriceLabs. Their availability, features, terms, permissions and technical requirements are outside HomeSight Studios' control and may change.

3.2 The Client must complete the official authorization steps needed to connect PriceLabs to the Client's Booking Platform accounts. This may include temporarily inviting HomeSight Studios as an Airbnb co-host to establish the connection and authorizing PriceLabs as a Connectivity Provider in Booking.com.

3.3 After the Airbnb connection has been established and pricing is activated, HomeSight Studios does not need to remain an Airbnb co-host for routine service delivery. If an Airbnb connection issue requires co-host access to investigate or resolve it, the Client agrees to invite HomeSight Studios again for that purpose. HomeSight Studios will explain why access is needed, and the Client may remove it once the issue is resolved.

3.4 The Client remains the account holder and is responsible for granting the necessary permissions. The Client must promptly tell HomeSight Studios if relevant access or permissions change or are withdrawn. If access is withdrawn or unavailable, the service may be prevented or interrupted.

3.5 HomeSight Studios will not ask the Client to provide account passwords or multi-factor authentication codes. Any access or authorization must use the relevant platform's official process.

4. Client information and responsibilities

4.1 The Client must provide accurate and up-to-date property, listing, availability and operational information, and promptly notify HomeSight Studios of changes that could materially affect pricing.

4.2 Before activation, the Client must review and approve in writing the pricing objectives and material limits for each Property, including, where applicable, minimum and maximum nightly prices, minimum-stay requirements, operational restrictions and dates or periods requiring special consideration.

4.3 The Client remains responsible for the accuracy of listing content, property operations, guest communications, reservation fulfilment, and safety and legal compliance relating to each Property.

4.4 The Client must maintain appropriate ownership, authority and permissions for each Property and its Booking Platform accounts.

4.5 The Client must provide any privacy information required to guests about the use of their booking information for the managed-pricing service. HomeSight Studios will provide the Client with accurate information about its processing to support this.

5. Setup and activation

5.1 Onboarding begins after HomeSight Studios has received the agreed setup fee and first monthly subscription payment, together with the information, permissions and approvals needed from the Client.

5.2 Setup work may include initial configuration, review of available historical data, configuration of approved pricing parameters, connection of authorized integrations and initial checks. Any work outside the agreed setup scope requires the Client's advance written agreement, including any additional fee.

5.3 HomeSight Studios expects to activate managed pricing within one or two business days after receiving everything needed and will aim to complete activation within seven calendar days. If information, permissions or approvals are outstanding, or a third-party platform or integration prevents activation, HomeSight Studios will notify the Client of the issue and its expected effect on timing.

5.4 Activation occurs when managed pricing has been switched on for all Properties listed in Schedule 1. HomeSight Studios will confirm the activation date to the Client in writing.

6. Pricing and payment

6.1 The setup fee, monthly subscription, any optional-service fee, payment provider and payment arrangements are set out in Schedule 1.

6.2 Unless Schedule 1 states otherwise, the Client must pay the setup fee and first monthly subscription payment after this Agreement is signed and before onboarding begins. The payment invitation will be sent through Wix Payments.

6.3 The first subscription billing period begins when Wix Payments successfully collects the initial payment. Further subscription payments are collected monthly through Wix Payments by recurring card payment on the corresponding monthly billing date.

6.4 The cancellation and refund arrangements, including the treatment of cancellation before Activation, are set out in Schedule 1.

6.5 Any change to the agreed fees or payment arrangements must be agreed in writing by both parties and recorded in an updated Schedule 1 or other written variation.

7. Optional consolidated booking Calendar

7.1 The Optional Calendar is a separate, optional service provided only if selected in Schedule 1. The Client may decline it without affecting the managed-pricing service.

7.2 The Client manually initiates each refresh from its copy of the Excel workbook. A refresh is available only while the user has an active HSS website membership and is authorised to use the Calendar feed. HomeSight Studios may revoke feed access. HomeSight Studios obtains booking information from PriceLabs for the Client's listed Property or Properties and makes it available to the Client's workbook.

7.3 The Calendar provides a consolidated view of booking information for the Client's listed Properties. The PriceLabs feed does not include guest names or contact details and does not provide a complete guest record. The Client may add information, including guest names, to its own workbook and is responsible for those additions.

7.4 The Client's workbook is stored and processed on the Client's computer. HomeSight Studios does not ordinarily run or access the Client's workbook or information added to it. If the Client sends a copy to HomeSight Studios for testing or support, HomeSight Studios will use it only for that purpose. Any personal data in the copy will be handled in accordance with the applicable Data Processing Terms.

7.5 Import files held in the workbook's archive directory that are older than 30 days are deleted. The Client remains responsible for its current workbook and any information it has manually added.

7.6 The Optional Calendar is a convenience, not a property-management system or authoritative booking record. Coverage, accuracy and timing depend on PriceLabs, the source platforms and the Client's refresh process. The Client remains responsible for checking booking information in the relevant Booking Platform or Platforms.

7.7 The Optional Calendar currently carries no separate fee and is included in the agreed monthly subscription if selected. Any future fee requires written agreement and an updated Schedule 1.

8. Support and service interruptions

8.1 Support hours and response expectations are set out in Schedule 1. Any response time is an aim, not a guarantee of resolution within that period.

8.2 HomeSight Studios may need to investigate or respond to interruptions caused by a third-party platform, pricing tool, integration or missing Client authorization. HomeSight Studios will notify the Client where an issue materially affects the service and provide information reasonably available about its status.

9. Adding or removing Properties

9.1 A Property may be added to or removed from the service only by written agreement. The parties must record the change, applicable effective date and any revised setup fee or monthly subscription in an updated Schedule 1 or other agreed written record.

9.2 Any setup work required for an added Property and any change to recurring fees must be agreed before that work begins.

10. Cancellation and refunds

10.1 The Client may cancel by giving the written notice specified in Schedule 1 and using the notice method stated there.

10.2 If the Client cancels before managed pricing has been activated for all Properties listed in Schedule 1, the first monthly subscription payment will be refunded. HomeSight Studios may retain the percentage of the setup fee specified in Schedule 1 to cover onboarding work already carried out and will refund the balance. The Client's account will not be activated.

10.3 Once managed pricing has been activated, payments for the current billing period are non-refundable, except where required by law. Cancellation takes effect at the end of the paid billing period, subject to the notice period in Schedule 1.

10.4 The Client remains responsible for fees due up to the effective cancellation date. Any unpaid fees remain payable.

11. Ending the service

11.1 When the service ends, HomeSight Studios will stop providing managed pricing and will remove or disable its access to the Client's connected services where applicable.

11.2 The Client is responsible for managing any continuing Booking Platform or third-party service arrangements, including any separate account or subscription it has with those providers.

11.3 Calendar access will end when the service ends. Client data will be retained or deleted in accordance with the applicable privacy notice and any data-processing terms.

12. Data protection

12.1 Each party must comply with the data-protection obligations applicable to it.

12.2 The Privacy Notice for Clients describes how HomeSight Studios processes personal information. The current version is available at www.homesightstudios.co.uk.

12.3 Where booking information processed for the Service is personal data and HomeSight Studios processes it on the Client's behalf, the parties must have written data-processing terms in place before that processing begins. Those terms will set out the parties' roles, processing instructions and applicable responsibilities, including in relation to security, data-subject requests, retention and deletion, and any sub-processors or international transfers.

13. Liability and legal rights

13.1 Liability for the Service is addressed in clause 15 of the Client Service Agreement. That clause must be completed and legally reviewed before these terms are issued for signature. These Service Terms do not add any separate exclusion or limitation of liability.

13.2 Nothing in these terms excludes or limits any liability or right that cannot lawfully be excluded or limited.

14. Governing law

14.1 The governing law and courts or venue for the Service must be stated in clause 16.3 of the Client Service Agreement and completed following legal review. Any applicable mandatory legal rights continue to apply.