

Guidance for Homeowners and Property Managers Regarding the Use of Discount or Other Savings Messages

If you include a discount or savings message or other promotional marketing message in the “free text entry” of your listing, it is your responsibility to ensure that these messages comply with all applicable laws, including consumer protection and advertising laws. In particular, please consider the following general guidance:

1. Any discount or other savings message you include in the “free text entry” must not be misleading and must always be accurate, easy to understand, unambiguous and refer to a genuine discount;
2. Any discount or saving communicated to travellers in your listing must actually be made available to travellers booking that property;
3. If a discounted rate is advertised but is only available on certain specified booking dates or any other conditions, such as length of stay, the message must make that very clear;
4. Any discount or savings messages should be based on a non-discounted reference rate which is a standard rate at which the listing would otherwise be genuinely bookable. This means that the listing must have been advertised at that reference rate for a legally sufficient period of time. For example, you should not advertise an off-season rate (e.g. for a booking in February) for a beach property as a discount compared against the high season summer rate for that property (e.g. for August). This is because the August rate is never likely to apply to any off-season bookings of that property in February;
5. Details about what the standard rate refers to needs to be provided to travellers (e.g. “
6. If you advertise a time-limited discount offer (e.g. a “72 hour sale” or a “New Listings Discount”), the discount for your listing must only be available for the duration of that time window, after which the price should return to the standard rate you have set for the property for a reasonable period of time following the end of the promotional offer.

Please note that the above is merely intended to provide you with general guidance in relation to your legal obligations and does not constitute legal advice. It is and remains your responsibility to ensure that all aspects of your listings (including but not limited to setting the rates, discount and savings messages) comply with all applicable laws, including consumer protection and advertising laws.

Please note that, as set out in the Terms and Conditions, you may be liable to indemnify HomeAway against any fines, damages, costs, losses, liabilities, fees, penalties and expenses incurred by HomeAway as a result of any breaches of any applicable laws, regulations or rules in relation to any discount, savings, other promotional and/or reference price messages you display in your listings details on the HomeAway platform.

In accordance with the Terms and Conditions, HomeAway reserves the right to suspend or remove any listing where it is put on notice that any listing may be in violation of these guidelines and/or any applicable laws, regulations or rules concerning any discount, savings, other promotional and/or reference price messages in your listings.