



# END USER LICENCE AGREEMENT

*Birch Stays Owner Portal & QuickBooks Integration*

BIRCH STAYS LTD  
EFFECTIVE 20 MAY 2026

# 1. ABOUT THIS AGREEMENT

---

This End User Licence Agreement (the "Agreement") governs your use of the Birch Stays Owner Portal and any associated applications, integrations and services made available to you by Birch Stays Ltd ("Birch Stays", "we", "us", "our"), including the integration between the Birch Stays Owner Portal and Intuit QuickBooks Online (the "Service").

By accessing or using the Service you confirm that you have read, understood and agree to be bound by this Agreement. If you do not agree, do not access or use the Service.

## WHO THIS AGREEMENT IS FOR

This Agreement applies to two groups of users: (a) employees and contractors of Birch Stays Ltd who use the Service to operate the business, and (b) property owners whose properties are managed by Birch Stays and who are granted access to the Owner Portal to view financial and operational information relating to their property.

# 2. LICENCE

---

Birch Stays grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Service solely for the purposes described in this Agreement and in any management or service agreement you have entered into with Birch Stays.

This licence does not grant you any right to: (a) copy, modify, distribute, sell or lease any part of the Service; (b) reverse engineer or attempt to extract the source code of the Service; (c) use the Service to build a competing product; or (d) access the Service on behalf of any third party without our prior written consent.

# 3. THE QUICKBOOKS INTEGRATION

---

The Service connects to Intuit QuickBooks Online ("QuickBooks") via Intuit's authorised API. The integration allows the Service to:

- read accounting data from the connected QuickBooks company file, including transactions, invoices, bills, journal entries, customer and vendor records, and financial reports;
- write data into the connected QuickBooks company file, including creating and updating transactions, bills, invoices, journal entries and supporting records;
- display selected accounting information to authorised users of the Owner Portal in summarised or itemised form.

Birch Stays is responsible for the data it pushes into QuickBooks via the Service. You acknowledge that QuickBooks is provided by Intuit Inc. ("Intuit") and that your use of QuickBooks is governed by your separate agreement with Intuit. Birch Stays is not Intuit and does not control the QuickBooks service.

#### **IMPORTANT – DATA WRITE AUTHORITY**

Where you authorise the Service to write data into QuickBooks, you accept that entries created by the Service will form part of your accounting records. You remain responsible for reviewing those entries and for the accuracy of your books. Birch Stays will use reasonable care but does not act as your accountant or auditor.

## 4. YOUR RESPONSIBILITIES

---

You agree to:

- use the Service only for lawful purposes and in accordance with this Agreement;
- keep your login credentials confidential and notify us immediately of any unauthorised access;
- ensure that any information you provide to the Service is accurate, complete and up to date;
- not attempt to interfere with, disrupt or compromise the integrity or security of the Service;
- comply with all applicable laws, including data protection and tax laws, when using the Service.

## 5. AUTHORISATION, SUSPENSION AND TERMINATION

---

You may revoke the Service's access to your QuickBooks company file at any time via the QuickBooks Apps settings. Doing so will stop further data flow between QuickBooks and the Service but will not delete records already created.

Birch Stays may suspend or terminate your access to the Service immediately and without notice if you breach this Agreement, if continued access poses a risk to Birch Stays, other users or the integrity of the Service, or if your underlying management or service agreement with Birch Stays comes to an end.

On termination, the licence granted in clause 2 ends immediately. Clauses that by their nature should survive termination (including those relating to liability, indemnity and governing law) will continue to apply.

## 6. INTELLECTUAL PROPERTY

---

All intellectual property rights in the Service, including the Owner Portal interface, code, branding and any associated documentation, are owned by Birch Stays or its licensors. Nothing in this Agreement transfers any of those rights to you.

Data sourced from your QuickBooks company file remains yours. Birch Stays only uses that data as described in this Agreement and in the Birch Stays Privacy Policy.

## 7. WARRANTIES AND DISCLAIMERS

---

The Service is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Birch Stays does not warrant that the Service will be uninterrupted, error-free, or that defects will be corrected.

Birch Stays does not warrant the accuracy, completeness or timeliness of data received from or sent to QuickBooks via the API. You acknowledge that integration services depend on third-party systems (including Intuit's) which are outside Birch Stays' control.

Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under English law, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

## 8. LIMITATION OF LIABILITY

---

Subject to the paragraph above, Birch Stays' total aggregate liability arising out of or in connection with this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall not exceed the greater of (a) £1,000 or (b) the amount paid by you to Birch Stays in the twelve months immediately preceding the event giving rise to the claim.

In no event shall Birch Stays be liable for any loss of profits, loss of business, loss of goodwill, loss of anticipated savings, loss or corruption of data, or any indirect or consequential loss, even if Birch Stays has been advised of the possibility of such loss.

## 9. INDEMNITY

---

You agree to indemnify Birch Stays against any claims, losses, damages, liabilities and reasonable legal costs arising out of: (a) your misuse of the Service; (b) your breach of this Agreement; or (c) any data or instructions you provide to the Service which are unlawful, inaccurate or infringe a third party's rights.

## 10. CHANGES TO THE SERVICE OR THIS AGREEMENT

---

Birch Stays may update the Service from time to time. We may also revise this Agreement to reflect changes to the Service, our business, applicable law, or Intuit's developer requirements. Where changes are material we will provide reasonable notice (for example by email or via the Owner Portal) before they take effect. Continued use of the Service after changes take effect constitutes your acceptance of the updated Agreement.

## 11. GOVERNING LAW

---

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, except that we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country.

## 12. CONTACT

---

Questions about this Agreement should be directed to:

<b>Entity</b>	Birch Stays Ltd
<b>Email</b>	hello@birchstays.com
<b>Portal</b>	owner.birchstays.com