

Terms and Conditions of Service

Updated August 2026

These Terms and Conditions of Service ("Terms of Service") apply to your use of our Website and to our Services. Please read them carefully as they contain important and legally binding information.

These Terms and Conditions of Service (together with the policies and documents referred to in them as they may apply to you) ("the Agreement") constitute a legally binding agreement between all Members ("you") and us (as defined in clause 2 below).

The Agreement applies to you if you access our Website and also if you become a Member. You may become a Member, either as a Guest by making a request for a booking ("Booking") at a Property, or as a Property Owner by entering into the Property Particulars or otherwise agreeing to the Terms of Service with us.

By accessing our Website, you agree with and accept all the terms and conditions contained in the Agreement as well as the Website Terms of use.

Please read the Agreement carefully. We recommend that you store or print a copy of the Agreement for your records although we may change these Terms of Service at any time and the most up to date terms on our Website will apply. If you do not agree to the terms of this Agreement, please refrain from using our Website, becoming a Member or using any of our Services.

1. Definitions

The following definitions shall apply in this Agreement including the Occupancy Agreement:

Access Device: any key, fob, card, code, PIN, application credential or other means by which access to the Property, or to the building in which the Property is situated, is obtained, and includes any keysafe, lockbox or other facility by which any of them is itself accessed.

Additional Guest Services: additional services that we may from time to time make available to the Guest (for example, mid-stay cleaning, rubbish removal, luggage storage, parking, or early check-in and late check-out). Additional Guest Services are offered at our discretion, vary by Property, and are not part of the standard Booking.

Booking: a request by a Guest to book a stay for the Licence Period at a Property either on the Website, Third-Party Booking Platform or by phone or email. "Book" and "Booked" shall be interpreted accordingly.

Booking Details: the booking details for a Property agreed to by the Guest when making a

Booking.

Booking Fee: the fee described in the Booking Details payable by the Guest for a Booking and which includes the nightly accommodation charge, cleaning charges, and charges for any Additional Guest Services requested at the time of Booking and the Deposit, where applicable.

Confirmation of Booking or Confirmed Booking: Our acceptance of the Guest's Booking which will be either when (a) a confirmation is delivered to the Guest by e-mail or confirmed via a Third-Party Booking Platform or (b) we communicate with the Guest in any other way that is consistent with a confirmed Booking once the Booking has been made.

Commission: shall be as defined in the Property Owner Terms.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other applicable means of access in or upon the Property, the use of which is necessary for obtaining access to and egress from the Property. The Common Parts do not include the Shared Facilities.

Deposit: the security deposit payable by the Guest as specified in the Booking Details. Alternatively, the pre-authorisation hold placed on the Guest's payment card in the amount specified in the Booking Details, held as security in place of a cash security deposit. Where we notify the Guest that a card pre-authorisation is not available or has failed, we may instead require a cash security deposit in the same amount.

End Date: the agreed check-out time on the end date of the Licence Period as specified in the Booking Details.

Fair Wear and Tear: the natural and gradual deterioration of a property and its contents that occurs over time through normal, every-day use. This includes, by way of example only and without limitation, minor scuffs on walls, fading of fabrics, thinning upholstery, worn carpets in high-traffic areas, or limescale build-up in appliances.

Fee: the Booking Fee and any other fee payable by the Guest for any Additional Guest Services and other charges that may become payable by the Guest in accordance with the Agreement.

Force Majeure Event: means acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion; and interruption or general failure of public utility service. A pandemic is not a Force Majeure Event unless there is also a governmental lock-down imposed in the vicinity of the Property that makes it illegal to occupy the Property.

Furnishings: the Property Owner's furniture and furnishings in the Property.

Guest: a Member who requests a Booking.

Guest Party: each person staying at or visiting the Property during the Licence Period.

House Rules: the set of rules provided to the Guest that the Guest and every member of the Guest Party must comply with whilst staying at or visiting a Property.

Licence Period: the period from and including the agreed check-in time on the Start Date specified in the Booking Details until the agreed check-out time on the End Date or the date on which the Occupancy Agreement is terminated in accordance with the Occupancy Agreement.

Listing: the description, text, videos or photos describing the Property as well as any other details specific to that Property as set out on the Website or Third-Party Platform.

Member: A Property Owner or Guest.

Occupancy Agreement: the Licence granted by the Property Owner to occupy the Property in accordance with the Agreement.

Party: a party to this agreement and that party's successors and permitted assigns.

Photo Inventory: the basic photo or video inventory conducted at check-in and check-out to document the condition of the Property and any Furnishings.

Pre-Check-In Form: an online form that collects essential information about the Guest and the Guest Party and arrival.

Property: the premises belonging to a Property Owner as stipulated in the Listing and inclusive of any Shared Facilities, located at the address that is specified in the Listing and Guest Confirmation of Booking.

Property Owner: the Member that holds the freehold or leasehold title to a Property, or that operates or manages the Property, and that in either case is duly authorised to enter into the Occupancy Agreement (and the Agreement), and who is named on the Property Particulars as the Customer.

Property Owner Terms: our standard terms and conditions which apply to all Property Owners and which govern the relationship between us, as amended from time to time.

Property Owner Confirmation: a Confirmation of Booking notified to the Property Owner

through the Property Owner portal or by e-mail or via the Third-Party Platform as soon as a Booking has been made and payment confirmed.

Property Particulars: the document (including any existing listing agreement) outlining the commercial terms agreed between us and the Property Owner, including rates, fees and any other financial arrangements applicable to the Property.

Representative: an authorised representative of a party with authority to act on their behalf and who shall include employees, agents, contractors or advisers.

Shared Facilities: any kitchen, dining, living, laundry, study, gym or other amenity space within or serving a Property, of any type, which the Listing states the Guest may use, whether for the exclusive use of the Guest Party or in common with other occupants of the building.

Standard Property: a Property that is a self-contained apartment or house let to the Guest as a whole. A Standard Property may be situated in a building that has Shared Facilities.

Student Property: a Property situated in a purpose-built student accommodation building, being either (a) a bedroom let individually, with or without access to Shared Facilities; (b) a group of bedrooms together with the associated Shared Facilities let as a single unit; or (c) a self-contained studio.

Student Only Period: any period stated in the Listing during which a Student Property is available only to Guests who satisfy the student status requirements in paragraph 5 of Schedule 1.

Services: any and all services that we provide, including (but not limited to) the Additional Guest Services.

Start Date: the agreed check-in time on the start date of the Licence Period specified in the Booking Details.

Stay: the stay of a Guest at a Property following a Confirmed Booking.

UnderTheDoormat Group: shall include Hospiria Ltd, Trusted Stays Ltd, Under The Doormat Managed Ltd and Unique Ventures Ltd (trading as Veeve).

Third-Party Booking Platform: a third-party listing platform for example, Booking.com, Airbnb or Vrbo, etc.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax (example: Tour Operators Margin Scheme (TOMS)).

Website: our websites located at www.basecityrentals.com (whether accessed via the web or other application).

Website Terms of Use: the terms governing the use of our website as updated from time to time and located at www.basecityrentals.com/website-terms.

2. Background

- 2.1. We are Under The Doormat Managed Ltd (trading as Base City Rentals) a company registered in England and Wales with registered number 13623627 and registered address at 210 New King's Road, London SW6 4NZ.
- 2.2. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 2.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.4. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 2.5. You may make a Booking via our Website, via a Third-Party Booking Platform or via email or telephone. On making a Booking, you will become a Guest, and the following terms will apply to you:
 - (a) these Terms of Service;
 - (b) the Occupancy Agreement;
 - (c) the House Rules;
 - (d) where you access our Website, the Website Terms of Use;
 - (e) where you make your Booking via a Third-Party Platform, the terms applicable to that Third-Party Platform; and
 - (f) where the Property is a Student Property, Schedule 1 (Additional Terms for Student Properties).
- 2.6. If there is any conflict between the terms relating to an applicable Third-Party Booking Platform or the Agreement, the Agreement shall take precedence except in relation to the payment of your Booking Fees.
- 2.7. If you wish to make your Property available to Guests on our Website, you should contact us and should you accept the Property Particulars, you will be a Property Owner and the following terms will apply to you:
 - (a) These Terms of Service;
 - (b) the Occupancy Agreement;
 - (c) the Property Owner Terms; and
 - (d) where you access our Website, the Website Terms of Use.
- 2.8. The Occupancy Agreement is binding on all Members and sets out the terms under which the Property Owner (and not us) grants to the Guest a licence to occupy the Property for the Licence Period. In no event shall a tenancy be formed, or shall a Guest

be entitled to become a tenant of a Property under this Agreement. Members acknowledge and agree that we provide a holiday let platform based on these Terms of Service only.

- 2.9. If you subscribe for any other services that are not covered by these Terms of Service, you will also have to agree to the terms that govern the service you have subscribed for.
- 2.10. We reserve the right to change these Terms of Service from time to time at our sole discretion. Your continued use of the Website or our Services after such revision constitutes your acceptance of the changes. Your use of the Website and our Services will be subject to the most current version of the terms and conditions posted at the time of such use. You should periodically check the most recent terms and conditions on our Website.

3. Bookings

- 3.1. To be eligible to make a Booking, you must agree to the terms of the Agreement and be at least 18 years old at the time of Stay (or such higher minimum age at the time of stay as is specified on the Listing or as otherwise notified). Children are permitted at Standard Properties unless the Listing states otherwise. No member of the Guest Party may be under 18 at a Student Property, and paragraph 3 of Schedule 1 applies.
- 3.2. Guests should ensure that the Property as described in the Listing meets the requirements for their stay.
- 3.3. Making a Booking does not guarantee that the Booking will be accepted. Until you receive a Confirmation of Booking or Property Owner Confirmation, the Booking is not accepted.
- 3.4. Following the Confirmation of Booking, the Guest will be liable to pay the Booking Fee in full in accordance with the Booking Details.

4. Fees and Payment

- 4.1. The Guest must provide a valid payment card and authorise the Deposit as a pre-authorisation hold on that card 72 hours prior to the Start Date, or as soon as possible for Bookings made less than 72 hours prior to check-in. If the Deposit has not been successfully pre-authorised by the time of check-in, we may cancel the Booking with no refund of any Booking Fee at our discretion.
- 4.2. You agree to pay to us (without any deduction) the Fees in full or at the agreed scheduled period and authorise us to collect the full amount of the Booking Fee immediately upon Booking (for non-flexible payments) and immediately (unless otherwise agreed in writing) on confirmation of any Additional Guest Services that we agree to provide to you.
- 4.3. Where the Booking Fee is not paid in full at the time of Booking, the remaining balance(s) will be automatically charged to your original payment method on the date(s) detailed on the Booking Details and/or according to your Booking Confirmation email. Reminder emails will be sent to the email address used for the Booking prior to the due instalment(s). It is the responsibility of the Guest to ensure valid payment methods and sufficient funds are available when the automatic charges are due. Failure to do so may

result in the cancellation of your Booking with no refund for prepaid amounts already collected. Guests also have the option to settle their remaining balance earlier by contacting us.

- 4.4. The Fee will include any charges for damage to the Property in accordance with clause 8 (Guest Responsibility and Liability) and for any early or late check-in in accordance with clause 5 (Check-In / Check-Out).
- 4.5. All Fees will (unless stated otherwise) be exclusive of VAT (or other applicable sales or tourist taxes) and shall be payable to us in the currency specified in the Booking Details. Where no currency is specified, the Fees are payable in GBP. The Guest shall be responsible for, and shall pay, any fees charged by the Guest's bank or credit or debit card provider. We will not be responsible for any loss suffered by a Guest as a result of any currency fluctuation during the time that any funds, including a refundable Fee or the Deposit, are held by us.
- 4.6. Unless we are entitled to capture all or part of the Deposit in accordance with clause 8, we shall within ten (10) working days of the End Date release the pre-authorisation hold (or, where a cash security deposit was taken, authorise its return). The time taken for a released hold to become available to the Guest is determined by the Guest's card issuer, and we shall not be responsible for any delay in the release or return of the Deposit and/or any other fees as a result of the actions of any third party processing such payment.
- 4.7. If you fail to make any payment due to us under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate, being the statutory rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time as well as any administrative charges associated with recovering any late payments. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 4.8. You will not be entitled to withhold, by way of set-off, deduction or counterclaim, any amounts which you owe to the Property Owner or to us against any amounts that may be alleged to be owed to you.

5. Check In / Check Out

- 5.1. The Guest must complete a Pre-Check-In Form a minimum of 72 hours before arrival or as soon as possible prior to the Start Date if the Booking is taken less than 72 hours prior to check-in.
- 5.2. By submitting the Pre-Check-In Form, the Guest and each member of the Guest Party agree to:
 - (a) these Terms of Service;
 - (b) the Occupancy Agreement; and
 - (c) the House Rules.
- 5.3. Under no circumstances should a Guest or any member of the Guest Party visit or stay at the Property if they do not agree to the above terms at 5.2.

- 5.4. The Listing may stipulate a maximum number of guests permitted to stay at the Property. Under no circumstances shall any additional number of guests other than those included in the Booking be permitted to stay at the Property. If you wish to amend your Booking to include additional guests, please contact us prior to your stay to amend your Booking.
- 5.5. The address of the Property and arrival details will only be shared with a Guest following the completion and our acceptance of the Pre-Check-In Form. If the information provided on the Pre-Check-In Form is incomplete, inaccurate, misleading, or indicates the Guest is unsuitable for staying at the Property, we may at our sole discretion require the Guest to cancel their Booking for a full refund minus an administration fee of 5% of the Booking Fee.
- 5.6. We will provide details of Property access once the Booking Fee has been paid, the Deposit has been successfully pre-authorized, and a fully completed and approved Pre-Check-In Form and ID for each member of the Guest Party have been received.
- 5.7. The Occupancy Agreement shall apply from receipt of the keys or access code by the Guest.
- 5.8. We may, both before check-in and after check-out, conduct a Photo Inventory.
- 5.9. Unless otherwise specified in your booking confirmation, check-in and check-out are self-service. Access details will be provided to the Guest in advance of check-in. On check-out the Guest must leave the Property secure and locked and must return all Access Devices to the place specified in the check-out instructions. Where self-service check-ins are not available, we will provide a greeter who will meet the guest at the Property.
- 5.10. Our standard check-in time is between 3-9pm on the Start Date or as otherwise set out in the Booking Details.
- 5.11. Our standard check-out time is by 10am on the End Date or as otherwise set out in the Booking Details.
- 5.12. You may request different check-in and check-out times, and we will endeavour to meet your request subject to the following charges which shall apply unless otherwise set out in the Listing. Early check-in and late check-out are subject to availability and may not be available at Student Properties:
 - (a) Check in between 12pm – 3pm: £20-£40
 - (b) Check in before 12pm: One additional night
 - (c) Check out between 10am and 1pm: £20-£40
 - (d) Check out after 1pm: One additional night
- 5.13. Additional charges as set out above will be included in the Fee or, if the Fee has already been paid this will be payable by the Guest immediately. Early check-in or late check-out will only be confirmed on receipt of the additional Fee and until we have received the additional Fee, we may accept another Booking for the Property which may result in us being unable to provide the requested change.
- 5.14. If the Guest Party does not check-out by the agreed check-out time on the End Date, they shall no longer have a licence to stay at the Property and shall pay to us a Fee of: (a) a sum of two times the advertised nightly rate for the Property; and (b) any and all other additional costs we reasonably incur for preparing the Property for the next Guest or the

Property Owner's return. This is a charge for unauthorised occupation of the Property beyond the Licence Period to cover us for our potential losses and the impact this has on us.

- 5.15. In addition to the charge payable pursuant to clause 5.14, in the event of an unauthorised occupation of the Property, including continued unauthorised occupation of the Property after the End Date, we and the Property Owner reserve the right to enter the Property, remove your belongings, change the locks and take any further action consistent with applicable law as may be necessary to recover possession of the Property and all additional costs and expenses we incur in doing so shall be payable by the Guest on demand.

6. Additional Guest Services

- 6.1. We may make available to Guests certain Additional Guest Services.
- 6.2. You agree and acknowledge that you will be responsible to us and/or the relevant service providers for the costs (including our fees, if any) of any Additional Guest Services that you request. You acknowledge that we are a booking agent only and shall not be liable for the quality or the provision of the Additional Guest Services.
- 6.3. We provide wireless internet access as standard at our Properties unless the Listing states otherwise. This service is provided by the Property Owner's internet service provider or a wireless dongle and we cannot guarantee the quality or reliability of the service. Internet access is provided as an extra service at no additional cost to Guests, but Guests must use it responsibly and Guests will be liable for any charges incurred by a Property Owner as a result of any limit on the amount of data available being exceeded. We will not be liable for any interruption to the service or quality of the internet service provision and will not be liable to refund any part of the Fee if the internet is unreliable or unavailable.
- 6.4. Fees are inclusive of the reasonable consumption of electricity, gas, water, and internet during a stay, based on the size of the home, number of guests, and duration of the Guest stay, without excessive or wasteful behaviour. Additional use beyond this fair and reasonable usage will be charged to the Guest.

7. Cancellation

By the Guest

- 7.1. If the Listing or Booking Details or the Third-Party Platform specifies a cancellation policy at the time of the Booking, then that cancellation policy will apply. Where there is any conflict, our policy will prevail.
- 7.2. Unless otherwise specified in the Listing, in the Booking Details or on the Third-Party Platform, if the Guest provides us with written notice that they wish to cancel a Booking:
- (a) more than 30 days prior to the Start Date, the Guest shall be entitled to a full refund of the Booking Fee minus 5% processing fee and any relevant platform fees or charges;
 - (b) more than 7 days prior to the Start Date but less than 30 days prior to the Start Date, the Guest shall be entitled to a 50% refund of the Booking Fee minus 5% processing fee and any relevant platform fees or charges; and

- (c) 7 days or less prior to the Start Date, the Guest shall not be entitled to any refund whatsoever.
- 7.3. A Booking will not be deemed cancelled unless and until you receive confirmation in writing from us that the Booking has been cancelled and until such time you will be liable for the Booking Fee and any other Fees due under the Agreement. You should contact us if you have not received a confirmation of your requested cancellation.
- 7.4. We can only guarantee the availability of the Property for the period between the Start Date and the End Date unless a variation to the Booking has been agreed in advance in writing and a revised Confirmation of Booking has been sent to the Guest following payment of all applicable Fees due under the terms of this agreement.
- 7.5. Unless we agree otherwise in writing, any variation of the Licence Period by the Guest will be treated as a cancellation of a Booking and the provisions of clause 7.2 shall apply.
- 7.6. If a Guest cancels a Booking and is not entitled to a refund under the terms of this clause 7, we will use reasonable endeavours to provide the Guest with supporting documentation to help them with any travel insurance claims for travel disruption or inability to travel.
- 7.7. You acknowledge that, by confirming your Booking, you are entering into a contract for accommodation services for a specific date; accordingly, the right to cancel within 14 days that applies to certain consumer contracts under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to your Booking. Your cancellation rights are as set out in this Clause.

By the Property Owner

- 7.8. Subject to clause 7.9, the Property Owner cannot cancel a Booking once it has been made.
- 7.9. There may be circumstances due to a Force Majeure Event in which the Property is unavailable for all or part of a Licence Period. In such exceptional circumstances we will use reasonable endeavours to locate alternative accommodation for the Guest (which will be of comparable quality and location to the Property). If that is not possible, we shall use reasonable endeavours to provide the Guest with alternative accommodation elsewhere. If relocation is not possible or the Guest would prefer to cancel the booking instead of relocating in these circumstances, we will issue a full refund for any remaining nights where the Guest is not staying in the home, to the Guest.

By us

- 7.10. We reserve the right to cancel any Confirmed Booking without penalty and in line with the cancellation policy if the Deposit is not successfully pre-authorised and a fully completed Pre-Check-In Form, or the information contained in the Pre-Check-In Form including valid identity documents for the Guest and all persons who will be staying at the Property with the Guest, is not received at least seventy-two (72) hours prior to the Start Date or within twenty four (24) hours of a Booking being made if it is made less than seventy-two (72) hours prior to the Start Date. Where we are unable to successfully pre-authorise a deposit and / or the Pre-Check-In Form is not fully completed, the Guest will be liable for the full cost of the stay, in line with the cancellation policy outlined in the

booking confirmation.

- 7.11. The Guest acknowledges and understands that we operate as a management company only and we are dependent on the Property Owner making the Property available in accordance with the Agreement.
- 7.12. Any cancellation of a Booking under this clause 7 shall operate as a termination of the Licence granted to the Guest under the Occupancy Agreement.

8. Guest responsibility and liability

- 8.1. The Guest is responsible for the Guest Party and for all liability under the Agreement including compliance with the House Rules and the obligations under the Occupancy Agreement. You will be liable for any breach of those requirements whether by you or your Guest Party.
- 8.2. The Guest must ensure that the Pre-Check-In Form is completed accurately and completely including providing details and ID for the Guest Party.
- 8.3. The Guest shall reimburse us and/or the Property Owner for any losses, expenses and costs (including the cost of replacing the locks) incurred in connection with any damage, loss or theft of, or any sharing or disclosure of, any Access Device for a Property.
- 8.4. The Guest will be liable for any damage caused to the Property, its contents or Furnishings other than for Fair Wear and Tear. The Guest agrees and undertakes to pay to us the cost of any such damage which shall not be limited to the amount of the Deposit. We may capture all or part of the Deposit against the Guest's payment card in the event of any damage to the Furnishings, the Property or its contents (other than Fair Wear and Tear), the Common Parts, Shared Facilities, or in the event of late check-out or any unauthorised occupation of the Property after the End Date.
- 8.5. Any such Fee payable in accordance with this clause shall be determined at our sole discretion (acting reasonably).

9. Insurance

- 9.1. Guests acknowledge that our insurance policy will not cover the Guest's (or its Guest Party) possessions or any matters relating to the Guest's travel arrangements. The Guest is strongly advised to insure their belongings and travel arrangements with a reputable insurer through a relevant travel insurance policy.
- 9.2. We will, upon request, provide relevant receipts and proof of payment to support Guests with relevant travel insurance claim. For avoidance of doubt, if a Guest needs to cancel a Booking, the provisions of clause 7 will apply and we are unable to make any further refund of any applicable Fees but we will endeavour to provide supporting documentation for your relevant travel insurance policy.

10. Data Privacy

- 10.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at www.basecityrentals.com/privacy-policy which explains what personal information we collect from you, how and why we collect, store, use and share such information, your

rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

11. Agreement Termination

- 11.1. Provided that a Guest owes no further obligations to us (whether under this Agreement or otherwise), a Guest may terminate this Agreement at any time, immediately and without notice to us by refraining from using the Website or making a Booking.
- 11.2. A Property Owner may only terminate this Agreement in accordance with the Property Owner Terms and Conditions.
- 11.3. Upon termination of the Agreement or Occupancy Agreement for any reason:
 - (a) all rights granted under this Agreement shall cease;
 - (b) Members must cease all activities authorised by this Agreement; and
 - (c) Members must immediately cease using their account and the Website.
- 11.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 11.5. Termination of this Agreement shall in no way affect the Member's obligation to pay any outstanding Fees under the Agreement.

12. Liability

- 12.1. Nothing in the Agreement excludes or limits a Party's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 12.2. Subject to paragraph 12.1, neither we nor the Property Owner shall be liable for:
 - 12.2. a. the death of, or injury to the Guest or visitors to the Property; or
 - 12.2. b. damage to, or theft of, any possessions of the Guest or the Guest Party;
 - 12.2. c. any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill claims, any indirect or consequential loss incurred by the Guest or the Guest Party in the exercise or purported exercise of the rights granted under the Occupancy Agreement.
- 12.3. Nothing in this Agreement shall limit the Guest's liability to us or the Property Owner.
- 12.4. Subject to clause 12.1 our maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to: (a) the total Commission, fees, payments and charges paid to us by the Property Owner in the previous 3 calendar months, if you are a Property Owner; (b) the total Booking Fee paid by a Guest to us for the relevant Booking, if you are a Guest; or (c) £500 in all other circumstances.
- 12.5. Subject to clause 12.1, the Property Owner's liability to the Guest shall be limited to the Booking Fee.
- 12.6. Neither we or the Property Owner shall be liable to the Guest for any damage or losses caused by any third-party or be responsible for any minor changes to a Property, its surroundings or condition, noise or inconvenience caused by nearby construction, third

parties or any temporary failure or stoppage of the Property's equipment or supply of electricity, gas, water, plumbing or any other service.

- 12.7. We shall in no way be liable to the Property Owner for any damage or losses caused by the Guest or the Guest Party whether under the Terms of Service, the Occupancy Agreement or any other agreement and the Guest shall be liable directly to the Property Owner.
- 12.8. The Guest shall be responsible to us and the Property Owner for all claims, liabilities, obligations, damages, losses, expenses, and costs, (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- (a) the Guest or Guest Party's breach, negligent performance or non-performance of the Agreement;
 - (b) loss or damage to the Property, Furniture or Common Parts by the Guest or Guest Party;
 - (c) theft, damage to, or duplication of the key(s) or lock(s) to the Property;
 - (d) the enforcement of this Agreement.
- 12.9. Subject to clause 12.1, we shall in no way be liable to the Guest or Guest Party for any damage or losses caused in relation to the Booking and whether caused by the Property Owner or the Property and whether under the Terms of Service, the Occupancy or any other agreement.
- 12.10. The Guest and Guest Party should ensure they have adequate and all applicable insurances including travel insurance to cover their potential losses including cancellation due to illness, death in the family or any disruption to travel howsoever caused.
- 12.11. The extent of each parties' liability (however arising) shall be as set out in the Agreement.
- 12.12. The limitation of liability at clauses 12.4 and 12.5 shall apply for each and every claim arising out of the same originating cause or source. In addition, the limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty.
- 12.13. Nothing in this Agreement affects your statutory rights as a consumer.

13. Complaints and Disputes

- 13.1. If there is any complaint from the Guest regarding the Property, the Guest must notify us immediately following check-in. We will use reasonable endeavours to address any issues which are materially prejudicial to the Guest's ability to occupy the Property. Any damage not reported to us will be deemed to have been caused by the Guest.
- 13.2. If you have cause for complaint during your stay you should immediately contact us.
- 13.3. If any dispute arises in connection with this Agreement, we will, within ten (10) working days of a request from a Member, meet (either in person or by telephone or video conference) in a good faith effort to resolve the dispute.
- 13.4. Should such dispute not be resolved within 30 days, the parties agree to refer to

mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution, London ("CEDR"), such mediation to be completed within 30 days of signature of the CEDR Mediation Agreement.

- 13.5. If the parties cannot agree on mediation, then the dispute shall be resolved by arbitration with seat (or legal place) in London, England conducted in the English language by a single arbitrator pursuant to the rules of the London Court of International Arbitration ("LCIA") (such arbitration to also be administered by the LCIA in accordance with those rules).
- 13.6. In any such arbitration, in the event of a declared public health emergency by either the World Health Organisation (the "WHO") or a national Government, as a consequence of which it is inadvisable or prohibited for the parties and/or their legal representatives to travel to, or attend any hearing ordered by the tribunal, the following shall apply:
- (a) any such hearing shall be held via video or telephone conference upon the order of the tribunal;
 - (b) the parties agree that no objection shall be taken to the decision, order or award of the tribunal following any such hearing on the basis that the hearing was held by video or telephone conference; and
 - (c) in exceptional circumstances only the tribunal shall have the discretion to order that a hearing shall be held in person, but only after full and thorough consideration of the prevailing guidance of the WHO and any relevant travel or social distancing restrictions or guidelines affecting the parties and/or their legal representatives and the implementation of appropriate mitigation.
- 13.7. Notwithstanding anything else in this Agreement, we shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

14. Prohibition of Fraudulent Claims:

The Member agrees not to submit any complaint, claim or review that is false, misleading, or made in bad faith with the intent to obtain compensation, a refund, or any other benefit. All complaints and reviews must be based on genuine experiences and supported by substantiated facts.

15. Investigation and Verification:

We reserve the right to investigate any complaint, claim, or review submitted by the Member. Where we, in our sole discretion, determine that such submission is materially false, misleading, or submitted in bad faith, this shall constitute a material breach of the Agreement.

16. Consequences of Breach:

- 16.1. In the event of a breach under clauses 14-16 we may, at our sole discretion:
- (a) Reject or deny the relevant complaint, claim or request for compensation;
 - (b) Suspend or permanently terminate the Member's account and access to services;
 - (c) Recover any amounts improperly received by the Member; and/or;
 - (d) Pursue all other legal remedies available, including damages and reimbursement of legal

costs.

17. Indemnification:

- 17.1. The Member agrees to indemnify and hold harmless us and our Representatives and affiliates from and against any losses, liabilities, costs, or expenses (including reasonable legal fees) arising from any breach of clauses 14-16, including the submission of any spurious or fraudulent claim or review.

18. General

- 18.1. The documents comprising the Agreement are to be read together. If there is any inconsistency between them, the following order of precedence applies, each document prevailing over those listed after it: (a) the Occupancy Agreement; (b) where the Property is a Student Property, Schedule 1 (Additional Terms for Student Properties); (c) these Terms of Service; (d) the House Rules; and (e) the Website Terms of Use. This clause does not affect clause 2.6, which governs the relationship between the Agreement and the terms of any Third-Party Booking Platform.
- 18.2. No one other than a party to this Agreement has any right to enforce any term of the Agreement.
- 18.3. We (or our third-party licensor) shall retain and own all intellectual property rights in the Services and no such rights are transferred as a result of the Agreement.

19. Assignment

- 19.1. This Agreement is binding on you and us and on our respective successors and assignees.
- 19.2. Guests may not transfer, assign, charge or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, without our prior written consent.
- 19.3. We may assign, charge, novate or otherwise dispose of this Agreement without a Guest's prior written consent.

20. Communications / Notices

- 20.1. A reference to writing or written includes e-mail.
- 20.2. We are required to provide certain information to you in writing. By accepting this Agreement, you agree that we can communicate in English with you electronically by email.

21. Entire Agreement

- 21.1. This Agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.
- 21.2. Where a Member requests or uses services from another UnderTheDoormat Group company, the terms and conditions related to those activities will apply accordingly.

22. Jurisdiction

- 22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2. Any dispute or claim arising out of or in connection with this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

23. Contact Us

To contact us, please email reservations@hospiria.com for any Guest related enquiries and partners@hospiria.com for any Property Owner related enquiries and/or through written communication through the relevant booking platform.

Schedule 1 — Additional Terms for Student Properties

These additional terms apply where, and only where, the Property is a Student Property. Where this Schedule 1 and any other document forming part of the Agreement are inconsistent, the order of precedence in clause 18.1 applies.

1. Nature of the accommodation

1.1 A Student Property is situated in a building that is operated as purpose-built student accommodation. The Guest acknowledges that the building is in multiple occupation, that other parts of the building will be occupied by other guests and may be occupied by resident students under separate agreements, and that the Guest has no right of exclusive possession of the building or of any part of it other than the Property.

1.2 The Guest acknowledges that a building of this kind is not a hotel and does not offer hotel services, that levels of noise and activity may be higher than in a self-contained dwelling, and that access to parts of the building may be controlled or restricted.

1.3 The Listing states what is included in the Property. Where the Listing states that no kitchen or cooking facilities are provided, none will be available to the Guest, and the Guest must not cook or use cooking appliances in the Common Parts.

2. Shared Facilities

2.1 Where the Listing states that the Guest may use Shared Facilities in common with other occupants, the Guest has no right of exclusive possession of those Shared Facilities and must use them with reasonable consideration for other users, in accordance with the House Rules.

2.2 The Guest must remove personal belongings and food from Shared Facilities at the end of the Stay. We are not responsible for any belongings left in Shared Facilities.

3. Age restriction

3.1 No member of the Guest Party may be under the age of 18 at a Student Property. This applies without exception and irrespective of whether that person is accompanied by an adult.

3.2 If we become aware that any member of the Guest Party is under 18, we may refuse access to the Property, cancel the Booking, or require the Guest Party to leave the Property

immediately, in each case without refund.

4. Availability

4.1 Student Properties are available only during the periods stated in the Listing. We are not obliged to accept a Booking for any other period.

5. Student Only Periods

5.1 Where the Listing states that a period is a Student Only Period, every member of the Guest Party must be enrolled as a student at a recognised educational institution for the duration of the Stay, and must provide evidence of that enrolment with the Pre-Check-In Form.

5.2 Evidence of enrolment forms part of the information required by the Pre-Check-In Form. If satisfactory evidence is not provided for every member of the Guest Party, clause 5.5 shall apply and we may require the Guest to cancel the Booking for a refund of the Booking Fee less an administration fee of 5% of the Booking Fee. Until satisfactory evidence is provided we may refuse access to the Property and the Stay will not proceed.

6. Building access, safety and monitoring

6.1 Access to the building and to the Property is controlled. The Guest must not share, transfer, disclose or duplicate any Access Device issued for the building or the Property, and must return all Access Devices on check-out. Charges for lost or unreturned Access Devices are dealt with under clause 8.3.

6.2 The building may be monitored by CCTV in its common parts. Any personal data collected in this way is processed in accordance with our Privacy Policy.