

TERMS AND CONDITIONS OF USE

Effective from 1 September 2023

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY.

This terms of use agreement (this “**agreement**”) (together with the documents referred to in it) is a legal agreement between you and Under The Doormat Managed Ltd. incorporated and registered in England and Wales with company number 13623627 and whose registered office is at 1.15 The Light Bulb, 1 Filament Walk, London SW18 4GQ, United Kingdom (“**UnderTheDoormat**”, “**we**”, “**us**” or “**our**”).

By registering as a Member, you must read, agree with and accept all of the terms and conditions contained in this agreement. This agreement is provided to you and concluded in English. We recommend that you store or print-off a copy of this agreement (including all policies) for your records.

If you do not agree to the terms of this agreement (or to the documents referred to in it), please refrain from registering as a Member, making a Booking or requesting any Service.

1. INTERPRETATION

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

Additional Guest Services: additional services that UnderTheDoormat may make available to the Guest (for example, taxi booking services, theatre ticket booking or sourcing, babysitting services, laundry services, tour guide services, personal chefs, parking, restaurant bookings, additional cleaning and rubbish removal during the stay, etc.).

Blueprint: the plans and documents showing the layout of the Property and the operating procedures for the services and utilities which form part of the Property together with any special instructions relating to the use of the Property by a Guest.

Booking: a request by a Member to book a stay at a Property. “**Book**” and “**Booked**” shall be interpreted accordingly.

Booking Details: the booking details for a Property agreed to by the Guest on the Website, via a platform or by email.

Confirmation of Booking: UnderTheDoormat’s acceptance of the Guest’s Booking Details which has been delivered to the Guest by e-mail or confirmed via a booking platform following receipt of payment by UnderTheDoormat or the relevant platform.

Controller and Personal Data: as defined in the Data Protection Legislation.

Commission: the fee that UnderTheDoormat charges to the Property Owner for the management of the property as per the Proposal.

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 as designated from time to time by UnderTheDoormat.

Consents: all consents, licences, permissions, certificates, authorisations and approvals of any kind whether of a public or private nature which shall be required for the performance of this Licence.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deposit: the security deposit, typically £500 or as specified by UnderTheDoormat.

End Date: the end date of a Booking specified in the Confirmation of Booking.

Fee: the fee described in the Confirmation of Booking payable by the Guest for a Booking.

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 (as set out in the Inventory).

Guest: a Member who requests a Booking of a Property via the Website (or its partner listing portals (for example, Homes and Villas by Marriott, Booking.com, VRBO, HomeAway or Airbnb)), or a Member who stays at a Property and is not the Property Owner of such Property.

Inventory: the detailed inventory created and maintained by the Property Owner or by a third-party provider for the Property Owner that details all of the Furnishings and items located at the Property and the condition of such Furnishings and items.

Licence Period: the period from and including the Start Date specified in the Booking Details until the End Date or the date on which this Occupancy Agreement is terminated in accordance with paragraph 9 of Occupancy Agreement.

Member: a person who completes UnderTheDoormat's account registration process by agreeing to the Proposal as a Property Owner or by making a Booking as a Guest.

Occupancy Agreement: the occupancy agreement set out in Schedule 1 of this agreement.

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

Photo inventory: the basic photo inventory conducted at check-in and check-out of a Guest Stay.

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

Property: the premises belonging to a Property Owner located at the address that is specified in the Property Owner Proposal and Guest Confirmation of Booking.

Property Owner: the Member (which may be an individual or a company) that holds the freehold or leasehold title to a Property or the person who is duly authorised to enter into the Occupancy Agreement.

Property Owner Confirmation: a Confirmation of Booking notified to the Property Owner through the UnderTheDoormat Property Owner portal or by e-mail or via a booking platform as soon as a Booking has been made and payment confirmed.

Proposal: the written proposal to a Property Owner which sets out any special terms agreed between UnderTheDoormat and the Property Owner including the Commission payable by the Property Owner and the key details of the Property that pertain to this and which can be amended from time to time by UnderTheDoormat in writing.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, internet and Wi-Fi, television, telecommunications, data and all other relevant services and utilities and all structures, machinery and equipment ancillary to those media.

Services: any and all services that UnderTheDoormat provides, including the Additional Guest Services.

Start Date: the start date of a Booking specified in the Confirmation of Booking.

Terms of Use: UnderTheDoormat's terms of use agreement (<http://underthedoormat.com/terms-conditions/>);

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Website: UnderTheDoormat's website located at www.underthedoormat.com.

- 1.2. Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. If there is an inconsistency between any of the provisions of this agreement and the provisions of the Occupancy Agreement, the provisions of the Occupancy Agreement shall prevail.
- 1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5. A reference to **writing** or **written** includes e-mail.
- 1.6. 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.
- 1.7. 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.
- 1.8. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. APPLICABLE TERMS

- 2.1. By accepting this agreement, you agree to become a Member and may use the Website as a Property Owner and/or as a Guest.
- 2.2. If you are a Property Owner (or at any point become a Property Owner) the 'Additional Terms for Property Owners' in Schedule 2 shall also apply to you.
- 2.3. If you are a Guest (or at any point become a Guest) the 'Additional Terms for Guests' section below shall also apply to you.

- 2.4. This agreement refers to the following additional terms, which shall also apply to you:
- (a) the Occupancy Agreement;
 - (b) the Terms of Use which sets out the terms on which you may use the Website;
 - (c) our Privacy Policy (<https://underthedoormat.com/pdfs/underthedoormat-ltd-website-privacy-policy.pdf>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us; and
 - (d) our Cookie Policy (<https://underthedoormat.com/storage/pdfs/under-the-doormat-ltd-cookie-policy.pdf>), which sets out information about the cookies on the Website.
- 2.5. If you subscribe for any other services that are not covered by this agreement, you will also have to agree to the terms that govern the service you have subscribed for.

ADDITIONAL TERMS FOR GUESTS

3. BOOKING A PROPERTY

- 3.1. All Bookings shall take place through the Website, other listing platforms or via email or telephone and are subject to availability.
- 3.2. To be eligible to make a Booking, you must be:
- (a) at least 21 years old; and
 - (b) agree to the terms of this agreement (together with the documents referred to in it).
- 3.3. You acknowledge that the Property Owner – and not UnderTheDoormat – is responsible for the accuracy with which the description, text, videos or photos depict the Property and UnderTheDoormat shall not be responsible.
- 3.4. Booking Details do not constitute a booking confirmation. UnderTheDoormat will confirm acceptance of the Booking by sending a Confirmation of Booking to the Guest and the Property Owner by e-mail or via a booking platform.
- 3.5. Property Owner Confirmation will be provided through the UnderTheDoormat Property Owner portal or by e-mail or via a booking platform as soon as a Booking has been made and payment confirmed. For the avoidance of doubt a Booking is confirmed as soon as it is made on the Website or via a booking platform for any available dates provided by the Property Owner and payment has been received. Subject to the Additional Terms for Property Owners the Property Owner cannot cancel a Booking once it has been made.
- 3.6. UnderTheDoormat shall dispatch the Confirmation of Booking to the Guest upon receipt of the respective fees as set out in the Booking Details. On dispatch of the Confirmation of Booking you will be liable to pay the Fee in full and UnderTheDoormat will collect a prepayment for an amount as set out in the Booking Details (which may be the entire amount of the fees due).
- 3.7. The Deposit is required 5 days prior to the start of the Booking or as soon as possible for Bookings made less than 5 days prior to check-in. Failure to pay the Deposit 72 hours prior to the Start Date of the Booking may result in the Booking being cancelled with no refund at UnderTheDoormat's complete discretion.

4. CHECK-IN AND CHECK OUT

- 4.1. The Guest must complete a Pre-Check-In Form a minimum of 72 hours before arrival or prior to the Start Date if the Booking is taken less than 72 hours prior to check-in. The address of the Property and arrival details will only be shared with a Guest following the completion of the Pre-Check-In Form and acceptance by UnderTheDoormat that it is complete. 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, UnderTheDoormat may at its sole discretion require the Guest to cancel their Booking for a full refund minus a £50 administration fee.
- 4.2. Where possible, a representative of UnderTheDoormat shall meet the Guest at the Property to check the Guest into the Property. UnderTheDoormat will provide the keys and access to the Property when all payments, including the Deposit, and a fully completed and approved Pre-Check-In Form have been received in advance. If agreed with UnderTheDoormat in advance and following receipt of all details reasonably required by UnderTheDoormat including the Pre-Check-In Form or equivalent with all Guest IDs, UnderTheDoormat may provide the keys to the Property in advance or via a remote check-in. In all cases the terms of the Occupancy Agreement shall apply from receipt of the keys or access code by the Guest.
- 4.3. UnderTheDoormat (or persons authorised by UnderTheDoormat) may both before check-in and after check-out conduct a photo or video inventory to document the condition of the Property and Furnishings.
- 4.4. A representative of UnderTheDoormat may meet the Guest at the Property to check-out and obtain the keys to the Property. If agreed with UnderTheDoormat in advance, the Guest may check-out virtually or by telephone by leaving the Property secure and locked and by depositing the keys in an agreed place, but the terms of the Occupancy Agreement shall apply until the check-out time stated in the original Booking.
- 4.5. To the extent that the Deposit is not sufficient, the Guest shall reimburse UnderTheDoormat and/or the Property Owner for any losses, expenses and costs (including the cost of replacing the locks) incurred by UnderTheDoormat and/or the Property Owner in connection with the damage, loss or theft of the keys to a Property.
- 4.6. Check-in and check-out times shall be agreed with UnderTheDoormat prior to the Start Date and confirmed to the Guest by e-mail following receipt of the completed Pre-Check-In Form from the Guest. We cannot guarantee all requests for check-in times and, unless otherwise agreed in advance, our standard check-in times are between 16:00 and 20:00 and our standard check-out times are between 09:00 and 11:00 or prior to 11:00 for self-check-out. If no check-out time has been agreed between UnderTheDoormat and the Guest then the Guest will check-out by 11:00 on the End Date.
- 4.7. Where UnderTheDoormat agrees in advance to a check-in between 13:00 and 16:00 a £30 fee will be payable and before 13:00 on any day an additional fee of one extra night will be payable by the Guest and this will be added to the Fee or, if the Fee has already been paid this will be paid by the Guest immediately. Early check-in will only be confirmed on receipt of the additional fee and until we have received the additional fee, we are free to accept another Booking for the Property which may result in us being unable to provide the requested early check-in.
- 4.8. Where UnderTheDoormat agrees in advance to a check-out between 11:00 and 13:00 a £30 fee will be payable and after 13.00 on any day any additional fee of one extra night will be payable by the Guest and will be added to the Fee or if the Fee has already been paid this will be paid by the Guest immediately. Late check-out will only be confirmed on receipt of the additional fee and until we have received the additional fee, we are free to accept another Booking for the Property which may result in us being unable to provide the requested late check-out.
- 4.9. In addition to the fees mentioned in clauses 4.7 and 4.8 above:

- (a) if UnderTheDoormat agrees in advance to an out of hours check-in between 20:00 and 22:00 or an in person check-out between 07:00 and 09:00 on any day, an additional fee of £30 will be payable by the Guest and will be added to the Fee or, if the Fee has already been paid this will be paid by the Guest immediately; and
- (b) if UnderTheDoormat agrees in advance to an out of hours nighttime check-in or check-out between 22:00 on one day and 07:00 the following day an additional fee of £50 will be payable by the Guest and will be added to the Fee or, if the Fee has already been paid this will be paid by the Guest immediately.

4.10. If the guest does not check-out by the agreed check-out time, they shall pay to UnderTheDoormat: (a) a fee of £500; and (b) any and all other additional costs incurred by UnderTheDoormat for preparing the Property for the next Guest or the Property Owner's return. They shall also pay to UnderTheDoormat an additional fee of two times the advertised nightly rate for the Property. This is a penalty fee for an unauthorised extension that UnderTheDoormat charges for occupation of the Property beyond the check-out date and time.

4.11. In addition to the penalty payable pursuant to clause 4.10, in the event of an unauthorised occupation of the Property, including continued unauthorised occupation of the Property after the End Date, UnderTheDoormat reserves the right to enter the Property, remove the Guest belongings, change the locks and take any further action as may be necessary to recover possession of the Property and all additional costs and expenses incurred by UnderTheDoormat in doing so shall be payable by the Guest on demand.

5. ADDITIONAL GUEST SERVICES

5.1. UnderTheDoormat may make available to Guests certain Additional Guest Services.

5.2. You agree and acknowledge that you will be responsible to UnderTheDoormat and/or the relevant service providers for the costs (including UnderTheDoormat's fees, if any) of any Additional Guest Services that you request. You acknowledge that UnderTheDoormat is a booking agent only and shall not be liable for the quality or the provision of the Additional Guest Services.

5.3. UnderTheDoormat provides wireless internet access as standard in all our homes. This service is provided by the Property Owner's internet service provider or a wireless dongle and UnderTheDoormat 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. UnderTheDoormat 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. FEES AND CHARGES

6.1. You agree and undertake to pay to UnderTheDoormat (without any deduction):

- (a) the Fee in full (in GBP) and authorise UnderTheDoormat to collect the full amount of the Fee immediately upon Booking;
- (b) the Deposit a minimum of 72 hours before the Start Date;
- (c) the cost of any damage to the Property or contents and to pay any fees in relation to overstaying. The Deposit shall be retained by UnderTheDoormat in the event of any damage to the Furnishings, the Property or its contents (other than fair wear and tear), the Common Parts or in the event of late check-out or any unauthorised occupation of the Property after the End Date.

- 6.2. All fees and charges will (unless stated otherwise) be exclusive of VAT and shall be payable to UnderTheDoormat 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. UnderTheDoormat 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 UnderTheDoormat.
- 6.3. Unless UnderTheDoormat has reason to retain the Deposit or the fees described in clause 6.1(c) (in its sole discretion, acting reasonably), UnderTheDoormat (or its third party agents or representatives) shall within ten (10) working days of the End Date authorise the release or return of the Deposit and/or the fees described in clause 6.1(c), but UnderTheDoormat shall not be responsible for any delay in the return of the Deposit and/or the fees described in clause 6.1 as a result of the actions of any third party processing such payment.

7. GUEST CANCELLATION OF A BOOKING

- 7.1. If the Confirmation of Booking or the platform where the Booking was made specifies a cancellation policy at the time of the Booking, then that cancellation policy will apply.
- 7.2. Unless otherwise specified in the Confirmation of Booking or on the platform where the Booking was made, the following cancellation policy will apply. Where specified in the Confirmation of Booking or on the platform where the booking was made, those cancellation terms will prevail. If the Guest provides UnderTheDoormat with written notice that he/she wishes to cancel a Booking and UnderTheDoormat confirms receipt by email:
- (a) more than 30 days prior to the Start Date, the Guest shall be entitled to a full refund of the Fee minus a £50 cancellation charge and any relevant platform fees or charges;
 - (b) more than 1 calendar week 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 Fee minus any relevant platform fees or charges; and
 - (c) 1 calendar week or less prior to the Start Date, the Guest shall not be entitled to any refund whatsoever.
- 7.3. UnderTheDoormat 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 relevant sums due under the terms of this agreement.
- 7.4. Unless UnderTheDoormat agrees otherwise in writing, any variation of the Start Date or End Date by the Guest will be treated by UnderTheDoormat as a cancellation of a Booking and the provisions of clause 7.2 shall apply.
- 7.5. Notwithstanding clause 7.1, UnderTheDoormat shall provide the Guest with a full refund of the Fee if UnderTheDoormat cancels a Booking prior to the Start Date because a Force Majeure Event prevents the safe or reasonable occupation of the Property.
- 7.6. If there is any complaint from the Guest, the Guest must notify UnderTheDoormat within 24 hours of check-in via written notice to bookings@underthedoormat.com or the platform on which the Booking was confirmed. UnderTheDoormat will use reasonable endeavors to address any issues which are materially prejudicial to the Guest's ability to occupy the Property.
- 7.7. If the Guest cancels a Booking in accordance with the terms of this clause 7, the cancellation will show in the Property Owner's account in the UnderTheDoormat Property Owner portal and UnderTheDoormat will use

reasonable endeavours to send a courtesy notification in writing to the Property Owner of the cancellation as soon as reasonably possible after the cancellation.

- 7.8. If a Guest cancels a Booking and is not entitled to a refund under the terms of this clause 7, UnderTheDoormat 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.

8. GUEST INDEMNITY

- 8.1. You the Guest hereby agree to indemnify, defend and hold harmless UnderTheDoormat, its subsidiaries, successors, assignees, affiliates, agents, directors, officers, employees and shareholders from and against any and 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 (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by UnderTheDoormat arising out of or in connection with:

- (a) the Guest's breach, negligent performance or non-performance of agreement;
- (b) loss or damage to the Property or common parts of the building by the Guest;
- (c) theft, damage to, or duplication of the key(s) or lock(s) to the Property;
- (d) the enforcement of this agreement.

- 8.2. We recommend that you take out travel insurance to cover your potential losses including cancellation due to illness, death in the family or any disruption to travel howsoever caused.

9. DATA PRIVACY

- 9.1. The parties acknowledge that for the purposes of the Data Protection Legislation, we are the Controller both of the Guests' and Property Owners' Personal Data. The basis on which we collect this Personal Data is set out in the Privacy Policy

10. TERMINATION

- 10.1. Provided that a Guest owes no further obligations to UnderTheDoormat (whether under this agreement or otherwise), a Guest (but not a Property Owner) may terminate this agreement at any time, immediately and without notice to us by deleting your account and refraining from using the Website.

OTHER TERMS APPLICABLE TO ALL MEMBERS

11. INSURANCE

- 11.1. UnderTheDoormat (and/or its partner listing portals (for example, Homes and Villas by Marriott International, Booking.com, HomeAway or Airbnb, etc.)) may provide certain insurance cover to the Property Owner to cover the additional risk to your home's contents caused by any acts or omissions of a Guest. To find out more about insurance, please email homeowners@underthedoormat.com.

12. HOLIDAY LET

You acknowledge and agree that UnderTheDoormat provides a holiday let platform and that nothing in this agreement shall entitle the Guest to be a tenant of a Property. You acknowledge and agree that the Property Owner shall grant to the Guest a licence to occupy the Property and not a tenancy.

13. INTEREST

If you fail to make any payment due to UnderTheDoormat under this agreement by the due date for payment, then, without limiting UnderTheDoormat's remedies, you shall pay interest on the overdue amount at the rate of 4% per annum above Barclay Bank plc's base rate from time to time. 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.

14. REVISIONS

- 14.1. UnderTheDoormat reserves the right to change the UnderTheDoormat terms and conditions published on its website from time to time at its sole discretion. Your continued use of UnderTheDoormat platform after such revision constitutes your acceptance of the changes. Your use of UnderTheDoormat will be subject to the most current version of the UnderTheDoormat terms and conditions posted at the time of such use. You should periodically check the most recent UnderTheDoormat terms and conditions to view the current terms. <http://underthedoormat.com/terms-conditions/>

15. DUPLICATE ACCOUNTS

UnderTheDoormat reserves the right to refuse the creation of duplicate accounts for the same user. In a case where duplicate accounts are detected, UnderTheDoormat reserves the right to close or merge these duplicate accounts without notification.

16. UNDER THE DOORMAT'S LIABILITY

- 16.1. Nothing in this agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 16.2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.
- 16.3. Subject to clause 15.1, Under The Doormat's 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 fees, payments and charges paid to Under The Doormat by the Property Owner in the previous 3 calendar months, if you are a Property Owner; (b) the total fees, payments and charges paid by a Guest to Under The Doormat for the relevant Booking, if you are a Guest; or (c) £500 in all other circumstances.

17. CONSEQUENCES OF TERMINATION

- 17.1. Upon termination for any reason:
- (a) all rights granted to you under this agreement shall cease;
 - (b) you must cease all activities authorised by this agreement; and
 - (c) you must immediately cease using your account and the Website.
- 17.2. 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.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

- 18.1. This agreement is binding on you and us and on our respective successors and assignees.
- 18.2. You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations arising under it, without our prior written consent. This clause applies to all Members, whether you are a Property Owner, a Guest or otherwise.
- 18.3. UnderTheDoormat may assign, charge, novate or otherwise dispose of this agreement without your prior written consent.

19. COMPLAINTS AND DISPUTE RESOLUTION

- 19.1. If you have cause for complaint you should immediately contact UnderTheDoormat by e-mail at bookings@underthedoormat.com if you are a Guest and at homeowners@underthedoormat.com if you are a Property Owner.
- 19.2. If any dispute arises in connection with this agreement, a representative of UnderTheDoormat with authority to settle the dispute will, within ten (10) working days of a request from a Member (whether a Guest or a Property Owner) meet (either in person or by telephone or video conference) in a good faith effort to resolve the dispute.
- 19.3. 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.
- 19.4. 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).
- 19.5. 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:
 - i. any such hearing shall be held via video or telephone conference upon the order of the tribunal;
 - ii. 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
 - iii. 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.
- 19.6. Notwithstanding anything else in this agreement, UnderTheDoormat 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.

20. GENERAL TERMS

Communications

- 20.1. 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.

Entire Agreement

- 20.2. 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.
- 20.3. Where a Member is also a client of another UnderTheDoormat Group service which may include Hospiria, TrustedStays or UnderTheDoormat Long Let services, the terms and conditions related to those activities will apply when those activities or services are requested.

Law and Jurisdiction

- 20.4. 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.
- 20.5. 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.

21. CONTACT US

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

Schedule 1

OCCUPANCY AGREEMENT

This licence to occupy agreement (together with the documents referred to in it) (this “**Licence**”) is a legal agreement between the Property Owner, the Guest and UnderTheDoormat for the licence and occupation of the Property.

AGREED TERMS

1. CONFIRMATION OF BOOKING

1.1. The Confirmation of Booking forms part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Confirmation of Booking.

2. FRAMEWORK

2.1. Each Party acknowledges and agrees that:

- (a) subject to paragraph 2.4, the terms and conditions contained in this Licence (as updated from time-to-time in accordance with the Terms of Use) shall apply to any and all bookings of the Property made by a Member (whether as a Property Owner or a Guest) via the Website, any platform, email or otherwise;
- (b) under an agreement between the Property Owner and UnderTheDoormat, the Property Owner has appointed UnderTheDoormat to be its agent to, amongst other things, promote and manage the Property;
- (c) UnderTheDoormat agrees to perform, on behalf of the Property Owner, the services specified in the Confirmation of Booking on the terms and conditions set out in this Licence;
- (d) it has the power to enter into this Licence and to perform the obligations contained in this Licence;
- (e) the Property Owner’s acceptance of the terms of this Licence shall constitute its irrevocable agreement for UnderTheDoormat to conclude the booking of the Property between the Guest and the Property Owner, irrespective of the date on which it commences in accordance with clause 2.4;
- (f) notwithstanding clause 2.1(b) the Property Owner (and not UnderTheDoormat) grants to the Guest the licence to occupy the Property on the terms and conditions of this Licence;
- (g) the Guest is not a tenant of the Property and nor is the Guest granted exclusive possession of the Property; and
- (h) the Property Owner has, by way of separate agreement between the Property Owner and UnderTheDoormat, granted UnderTheDoormat a licence to occupy the Property and accordingly UnderTheDoormat (and any persons authorised by UnderTheDoormat) shall be entitled to enter the Property during the Licence Period at any time and for any reason.

- 2.2. This Licence applies to the exclusion of any other terms that the Guest or Property Owner seeks to impose or incorporate, or which would otherwise be implied by trade, custom, practice or course of dealing.
- 2.3. Booking Details do not constitute a booking confirmation. UnderTheDoormat will confirm acceptance of the booking by sending the Confirmation of Booking to the Guest by e-mail.
- 2.4. This Licence shall commence (and shall bind each of the Parties) at the date the Confirmation of Booking has been sent to the Guest. The licence to occupy the Property granted in paragraph 3.1 shall commence on the Start Date.

3. LICENCE TO OCCUPY

- 3.1. Subject to paragraph 4 and paragraph 9, the Property Owner permits the Guest and the members of the Guest's party as listed on the Pre-Check-In Form or equivalent provided by the Guest to occupy the Property for the Licence Period in common with UnderTheDoormat (and all others authorised by UnderTheDoormat (so far as is not inconsistent with the rights given to the Guest to use the Property)) together with the right for the Guest to use:

- (a) such parts of the Common Parts as is necessary for the purpose of access to and egress from the Property;
- (b) the Furnishings;
- (c) the Service Media serving the Property.

- 3.2. The Guest acknowledges that:

- (a) the Guest shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Property Owner and the Guest by this Licence;
- (b) UnderTheDoormat shall undertake the sole management of the Property during the Licence Period, including (but not limited to) the cleaning of the Property;
- (c) the Property Owner retains control and possession of the Property, and the Guest has no right to exclude the Property Owner or UnderTheDoormat (and any persons authorised by UnderTheDoormat) from the Property;
- (d) the licence to occupy granted by this Licence is personal to the Guest and is not assignable. The rights given in paragraph 3 may only be exercised by the Guest;
- (e) the Property Owner and UnderTheDoormat shall retain keys to the Property during the Licence Period, and the Property Owner and UnderTheDoormat (and any persons authorised by UnderTheDoormat) reserve their right (acting reasonably) to use these keys and enter the Property at any time during the Licence Period; and
- (f) the Guest must provide electronic copies of passport details or such other form of identification as UnderTheDoormat reasonably requires for all members of the Guest's party prior to check-in and must provide the same original identity documents for inspection on check-in if required to do so.
- (g) the Guest is responsible for the actions of all members of the Guest's party during the Licence Period.
- (h) The Guest must provide the credit, debit or other payment card used to pay for the Booking at check-in. If the Booking was made on a card belonging to another person, the Guest must ensure that the cardholder who paid for the Booking provides signed written confirmation of their

agreement to pay for the Booking to UnderTheDoormat prior to check-in. UnderTheDoormat reserves the right not to proceed with the Booking if this confirmation from the cardholder is not provided and no refund will be granted in these circumstances.

4. GUEST'S OBLIGATIONS AND INDEMNITY

4.1. The Guest agrees, warrants and undertakes:

- (a) to keep and leave the Property clean, tidy and clear of rubbish and to follow any relevant recycling rules where applicable. The Guest will pay for additional rubbish removal if more than two large refuse bags are left per week or part thereof;
- (b) to keep the Property and the Furnishings in the same decorative condition throughout the Licence Period as they were in at the start of the Licence Period;
- (c) not to use the Property other than as personal residential accommodation;
- (d) to notify UnderTheDoormat immediately (and in any event within 24 hours) of any: (i) damage to the Property or Furnishings, whether caused by the Guest, the Guest's visitors or otherwise; (ii) issues or complaints of any nature;
- (e) not to sublicense, share possession or to allow any person other than the person named in the Booking Details (together with the named additional guests whose identity details were provided prior to check-in) to occupy the Property at any time;
- (f) not to use the Property for business purposes;
- (g) not to access or open any cupboard, drawers or other storage which has been marked as private. These may be identified by the application of blue ribbons, tamper proof tape, and/or other locks or markings;
- (h) not to make any alteration or addition whatsoever to the Property;
- (i) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property;
- (j) not to make a copy of the set of keys provided by the Property Owner or UnderTheDoormat or change any of the locks on the property;
- (k) if the Guest loses the keys provided, to notify UnderTheDoormat without delay, and bear the cost of replacement keys and locks (as appropriate at UnderTheDoormat's absolute discretion) to a similar standard for the Property. Guests acknowledge that the replacement of keys and/or locks can be expensive. If UnderTheDoormat have to attend the Property to give the Guest access to the Property during the Licence Period the Guest will pay an additional fee of £50 to be granted access between the hours of 09:00 and 21:00 and £150 to be granted access between the hours of 21:00 and 09:00 and such fee will be payable on demand and must be paid before access is granted.
- (l) not to smoke inside the Property. If UnderTheDoormat has reasonable cause to believe that a Guest has been smoking at the Property the Guest will pay an additional fee of £200 which will be payable on demand together with any additional costs incurred by UnderTheDoormat for extra cleaning to the Property. Guests may smoke outside the Property if expressly authorised and provided that cigarettes (or similar) are properly disposed of;

- (m) not to cook any pungent or odorous food which may cause a nuisance to the Property Owner or the occupiers of any adjoining or neighbouring properties;
- (n) not to request any services from any porter within the building of which the Property forms part nor to make any requests of any neighbours;
- (o) not to allow any pets or animals in the Property, unless expressly authorized in the Confirmation of Booking;
- (p) not to play any musical instrument or loud music between the hours of 22:00 and 08:00 ;
- (q) not take or remove any Furnishings, property, belongings or personal effects from the Property;
- (r) not to move any Furnishings from the original position and/or room within the Property;
- (s) to keep the Property secure at all times, including by properly managing all utilities and appliances;
- (t) to notify the appropriate emergency services in the event of an emergency. An HSSE form together with instructions for its completion will be provided by UnderTheDoormat at check-in together with a list of relevant telephone numbers;
- (u) not to do or permit to be done on the Property anything which is illegal, immoral or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Property Owner, UnderTheDoormat or to any tenants or occupiers of the building in which the Property is located (if applicable) or any owner or occupier of neighbouring property (this includes nuisance caused by noise);
- (v) not to cause or permit to be caused any damage to:
 - (i) the Furnishings;
 - (ii) the Property, the building in which the Property is located (if applicable) or any neighbouring property;
 - (iii) any property, belongings or personal effects at the Property, or any neighbouring property; or
 - (iv) the Service Media;
- (w) not to obstruct the Common Parts, make them dirty or untidy or cause any damage to leave any rubbish on them;
- (x) not to do anything that will or might constitute a breach of any Consents affecting the Property or which will or might vitiate or invalidate in whole or in part any insurance effected by the Property Owner or UnderTheDoormat in respect of the Property and/or the building in which the Property is located (if applicable), or increase the insurance premium(s);
- (y) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (z) to observe all rules and regulations the Property Owner or UnderTheDoormat makes and notifies to the Guest from time to time governing the Guest's use of the Property and the Common Parts;
- (aa) to leave the Property in a clean and tidy condition and to remove the Guest's possessions from the Property at the end of the Licence Period including any rubbish as instructed in the Guest guide;

- (bb) to comply with the terms of this Licence;
- (cc) if applicable, not to do anything on or in relation to the Property that would or might cause the Property Owner to be in breach of its covenants as a tenant; and
- (dd) to vacate the Property on the End Date at the agreed check-out time and to leave the Property in the same condition as it was in at the start of the Licence Period.

4.2. The Guest shall indemnify UnderTheDoormat and the Property Owner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by UnderTheDoormat and/or the Property Owner arising out of or in connection with:

- (a) the Guest's breach or negligent performance or non-performance of this Licence;
- (b) loss or damage to the Property or Common Parts by the Guest;
- (c) theft, damage to, or duplication of the key(s) or lock(s) to the Property; and
- (d) the enforcement of this Licence.

5. PROPERTY OWNERS OBLIGATIONS AND INDEMNITY

5.1. The Property Owner confirms, warrants and undertakes:

- (a) the Property Owner has obtained (and shall maintain at all times) the necessary Consents and has notified all relevant parties of the existence of this Licence, including (but not limited to) the Property Owner's mortgage company (if applicable) insurance provider and the Property Owner's council or local authority (if required);
- (b) the Furnishings are fire resistant and comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
- (c) the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451) have been satisfied and where applicable an electronic copy of the gas safety certificate is available upon request for inspection by the Guest;
- (d) the electrical appliances provided by the Property Owner are safe and comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets, etc. (Safety) Regulations 1994 and all appliances manufactured after 19 January 1997 are marked with the relevant CE symbol;
- (e) the Property Owner shall be responsible for any and all taxes (whether of the UK or elsewhere) for which the Property Owner is liable in connection with this Licence;
- (f) that (i) the Property shall be vacant during the Licence Period; (ii) the Property has been left by the Property Owner in excellent condition; and (iii) the Property Owner shall bear the costs of bringing the condition of the Property to the required standard if the Property is not left by the Property Owner in excellent condition;
- (g) to provide UnderTheDoormat with, and to maintain, the Inventory and the Blueprint. The Property Owner shall promptly notify UnderTheDoormat of any changes to the Inventory and/or the Blueprint; and

- (h) to comply with the terms of this Licence;
- (i) to vacate the Property by 10:00 on the Start Date and not to return unless agreed in advance with UnderTheDoormat earlier than 18:00 on the End Date. If the Property Owner is in breach of this paragraph 5.1(i) they shall pay a £50 fee plus any other costs incurred by UnderTheDoormat as a result of such breach.

5.2. Unless otherwise agreed with UnderTheDoormat, the Property Owner shall be responsible for, and shall promptly arrange and pay for, any and all maintenance (except basic cleaning, which shall be arranged by UnderTheDoormat and paid for by the Guest) required at the Property (whether before, during or after the Licence Period) and all Service Media. UnderTheDoormat reserves the right to deduct any maintenance or additional cleaning costs it incurs in relation to the Property from the Accommodation Fee (as defined in Schedule 2) if such sums have not already been paid for or reimbursed by the Property Owner.

5.3. The Property Owner shall indemnify UnderTheDoormat and the Guest against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by UnderTheDoormat and/or the Guest arising out of or in connection with:

- (a) the Property Owner's breach or negligent performance or non-performance of this Licence;
- (b) the unavailability of the Property;
- (c) the enforcement of this Licence.

6. FEES AND CHARGES

6.1. The Guest agrees and undertakes:

- (a) to pay to UnderTheDoormat (without any deduction):
 - (i) the Fee, together with any additional cleaning or booking charges or other charges payable under the terms of this agreement, in full (in GBP) and hereby authorises UnderTheDoormat to collect the full amount of the Fee immediately upon booking;
 - (ii) the fees for any Additional Guest Services that UnderTheDoormat agrees to provide to the Guest pursuant to the terms of this agreement immediately following written confirmation from UnderTheDoormat of their agreement to provide those services.
 - (iii) the Deposit and hereby authorises UnderTheDoormat to deduct an amount from a credit or debit card by way of security deposit;
 - (iv) the cost of any damage to the Property or contents and to pay any fees in relation to any unauthorised overstay in accordance with the terms of this agreement. The Guest authorises UnderTheDoormat to deduct from the deposit or credit or debit card in the event of any damage to the Furnishings, the Property or its contents or in the event of any requested and unpaid additional services, late check-out or overstay;

6.2. Except as expressly set out in this Licence, the Guest shall not have any obligations or liability to make any payment to the Property Owner.

6.3. All fees and charges will be exclusive of VAT (unless otherwise stated) and shall be payable to UnderTheDoormat 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.

7. CANCELLATION

- 7.1. The provisions of clause 7 of this agreement shall also apply in relation to this Licence.
- 7.2. Once a Confirmation of Booking has been sent to the Guest the Property Owner is not entitled to cancel or terminate the Guest's or UnderTheDoormat's right to occupy the Property pursuant to paragraph 3.1.
- 7.3. If an owner requests to cancel a booking greater than 14 days ahead of check-in cancellation fees are:
- (a) Relocation charges (difference in value of the new property) if applicable
 - (b) £500 cancellation penalty
- 7.4. If an owner requests to cancel a booking between 14 and 7 days ahead of check-in, cancellation fees are:
- (a) Relocation charges (difference in value of the new property) if applicable
 - (b) £500 cancellation penalty
 - (c) 50% of the cost of the original gross booking value less 50% of the owners' original earnings
- 7.5. If an owner requests to cancel a booking less than 7 days ahead of check-in, cancellation fees are:
- (a) Relocation charges (difference in value of the new property) if applicable
 - (b) £500 cancellation penalty
 - (c) 100% of the cost of the original gross booking value less 100% the owners' original earnings
 - (d) Cleaning fees.
- 7.6. There may be circumstances beyond the reasonable control of the Property Owner and UnderTheDoormat, or emergencies in which the Property is unavailable for all or part of a Licence Period. In such exceptional circumstances UnderTheDoormat 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, UnderTheDoormat 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, UnderTheDoormat will issue a full refund to the Guest within 5 working days.
- 7.7. UnderTheDoormat reserves the right to cancel any Booking without penalty if the Deposit is not paid and a fully completed Pre-Check-In or the information contained in the Pre-Check-In 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 hours prior to the Start Date or within twenty four hours of a Booking being made if it is made less than seventy-two hours prior to the Start Date.
- 7.8. Unless UnderTheDoormat agrees otherwise in writing, any variation of the Licence Period or the Property will amount to a cancellation of a booking.

8. INSURANCE

- 8.1. UnderTheDoormat recommends that the Guest and the Property Owner shall each take out appropriate insurance cover. In particular:
- (a) UnderTheDoormat recommends that the Property Owner takes out contents insurance to cover, amongst other things, any belongings in the Property during periods where the Property is not occupied by Guests or for any claim which is not the result of any act or omission of a Guest or which is not the direct result of the occupation of the Property by a Guest;

- (b) UnderTheDoormat recommends that the Property Owner has in place at all times buildings insurance for the Property where it is freehold or procures that the landlord has buildings insurance including the Property where the Property is leasehold;
- (c) UnderTheDoormat recommends that the Property Owner take out insurance for the Property which includes public liability cover;
- (d) UnderTheDoormat recommends that the Property Owner has in place business interruption insurance to cover any lost earnings related to the Property not being available for occupation by a Guest and any associated costs of relocation and any loss of income from cancellation due to a Force Majeure event; and
- (e) the Guest acknowledges that the Property Owner's insurance policy (if any) will not cover the Guest's possessions or any matters relating to the Guest's travel arrangements. The Guest is strongly advised to insure his or her belongings and travel arrangements with a reputable insurer through a relevant travel insurance policy.

8.2. UnderTheDoormat (or its partner listing portals (for example, Homes and Villas by Marriott International, Booking.com, Expedia, HomeAway or Airbnb)) may provide certain contents insurance cover to the Property Owner for additional risks to the contents of the Property due to the acts or omissions of a Guest during a Booking.

9. TERMINATION

9.1. This Licence shall end on the earliest of:

- (a) the End Date; or
- (b) the expiry of any notice given by UnderTheDoormat to the Guest at any time of breach of any of the Guest's obligations contained in paragraph 4. For the avoidance of any doubt, UnderTheDoormat may exercise its right to terminate this Licence (in UnderTheDoormat's sole discretion), pursuant to this paragraph 9.1(b), immediately.

9.2. Termination of this Licence shall not affect the rights of any Party in connection with any breach of any obligation under this Licence which existed at or before the date of termination. The clauses in this Licence which by the context are intended to survive termination, shall survive termination or expiration of this Licence for any reason.

10. NOTICES

10.1. Any notice or other communication given under this Licence shall be in writing and shall be delivered by e-mail or by pre-paid first-class post or other internationally recognised delivery services to the relevant e-mail or postal address stated in the Booking Details or as otherwise specified by the relevant Party by notice in writing to each other Party.

10.2. Any notice or other communication given in accordance with paragraph 10.1 will be deemed to have been received:

- (a) if delivered by e-mail, on the date and time of a delivery receipt or, if none, at the time the notice is sent to the proper e-mail address;
- (b) if delivered by pre-paid first-class post or other next working day delivery service, at 09.00 on the second working day after posting; or

- (c) if delivered by an internationally recognised delivery service, at 09.00 on the fourth working day after posting

10.3. This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. LIMITATION OF LIABILITY

11.1. Subject to paragraph 11.2, neither the Property Owner nor Under The Doormat shall be liable for:

- (a) the death of, or injury to the Guest or visitors to the Property; or
- (b) damage to, or theft of, any possessions of the Guest or the Guest's invitees to the Property;
- (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's invitees to the Property in the exercise or purported exercise of the rights granted by paragraph 3.

11.2. Nothing in this paragraph 11 shall limit or exclude the Property Owner's or Under The Doormat's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Property Owner (or its agents) or Under The Doormat (or its employees or agents); or
- (b) any matter in respect of which it would be unlawful for the Property Owner or Under The Doormat to exclude or restrict liability.

11.3. Subject to this paragraph 11, the Property Owner's and/or Under The Doormat's liability to the Guest for the non-availability of the Property during the Licence Period shall be limited to the Fee for the relevant Booking.

11.4. Nothing in this agreement shall limit:

- (a) the Property Owner's and/or the Guest's liability to Under The Doormat; or
- (b) the Guest's liability to the Property Owner.

11.5. Subject to this paragraph 11, Under The Doormat's liability to each of the Property Owner and the Guest shall be limited to: (a) the total Commission, fees, payments and charges paid to Under The Doormat by the Property Owner in the previous 3 calendar months, if you are a Property Owner; (b) the total fees, payments and charges paid by a Guest to Under The Doormat for the relevant Booking, if you are a Guest; or (c) £500 in all other circumstances.

11.6. Subject to this paragraph 11, the Property Owner's liability to the Guest shall be limited to the higher of: (a) the total fees, payments and charges paid by a Guest to Under The Doormat for the relevant Booking; or (b) £500 in all other circumstances.

11.7. Subject to paragraph 11.2, the limitation of liability at paragraphs 11.5 and 11.6 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. ASSIGNMENT AND OTHER DEALINGS

- 12.1. Neither the Property Owner nor the Guest shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence.
- 12.2. UnderTheDoormat may at any time and without notice:
- (a) assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Licence;
 - (b) disclose to a proposed assignee any information in its possession that relates to this Licence or its subject matter, the negotiations relating to it and the other Party which it is reasonably necessary to disclose for the purposes of the proposed assignment; and
 - (c) subcontract or delegate in any manner any or all of its obligations under this Licence to any third party.

13. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. ENTIRE AGREEMENT

- 14.1. This Licence (together with the documents referred to in it) constitutes the entire agreement between the Parties in respect of the occupation of the Property by the Guest and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Licence.

15. FORCE MAJEURE

Neither the Property Owner nor UnderTheDoormat shall be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control defined as a Force Majeure Event.

16. SEVERANCE

If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

17. THIRD PARTY RIGHTS

A person who is not a Party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

18. COMPLAINTS AND DISPUTE RESOLUTION

- 18.1. Should the Guest find that there is a problem, or has cause for complaint, the Guest should immediately contact UnderTheDoormat and in any case within 24 hours of becoming aware of the problem or cause for complaint. All relevant contact details can be found on the website for reference.
- 18.2. In the event of any major maintenance problems (meaning a problem which renders the Property unfit for occupation and use) UnderTheDoormat will use reasonable endeavours to ensure that a suitably qualified engineer or contractor inspects the Property within 24 hours of the Guest making UnderTheDoormat aware of the problem and UnderTheDoormat will use reasonable endeavours to have any such problem repaired as soon as reasonably practicable. UnderTheDoormat is not liable for any damage related to works undertaken by any third party contractors to resolve any maintenance problems.
- 18.3. In the event of any minor maintenance problems (meaning a problem which does not render the Property unfit for occupation and use) UnderTheDoormat will use reasonable endeavours to ensure that a suitably qualified engineer or contractor inspects the Property within 72 hours of the Guest making UnderTheDoormat aware of the problem and UnderTheDoormat will use reasonable endeavours to have any such problem repaired as soon as reasonably practicable. UnderTheDoormat is not liable for any damage related to works undertaken by any third party contractors to resolve any maintenance problems.
- 18.4. If any dispute arises in connection with this Licence, a representative of UnderTheDoormat with authority to settle the dispute will, within ten (10) days of a request from a Member (whether a Guest or a Property Owner) meet (either in person or by telephone conference) in a good faith effort to resolve the dispute.
- 18.5. 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.
- 18.6. 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).
- 18.7. 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:
- i. any such hearing shall be held via video or telephone conference upon the order of the tribunal;
 - ii. 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
 - iii. 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.
- 18.8. Notwithstanding anything else in this Licence, a Party 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 Licence.

This Licence has been entered into on the date of booking as stated in the Booking Confirmation.

Schedule 2

ADDITIONAL TERMS FOR PROPERTY OWNERS

1. INTERPRETATION

- 1.1. These additional terms for Property Owners form part of the terms and conditions of use agreement ("**Terms and Conditions of Use**") and shall have effect as if set out in full in the body of the Terms and Conditions of Use (these additional terms for Property Owners and the Terms and Conditions of Use together "**this agreement**").
- 1.2. Terms defined in the Terms and Conditions of Use shall have the same meaning when used in these additional terms for Property Owners. In addition, the definitions below apply in these additional terms for Property Owners:

Accommodation Fee: the fee agreed between UnderTheDoormat and the Property Owner in the Proposal that is payable to the Property Owner by UnderTheDoormat for Guest Bookings in the Property during the Availability Period, where a Booking is confirmed.

Availability Period: the period of time in which the Property Owner has guaranteed to make available a Property for a Booking.

Commission: the fee that UnderTheDoormat charges to the Property Owner as per the Proposal.

Maintenance Fees: the fees required for any Maintenance Services that are needed to ensure the property meets the Property Standards Requirements.

Maintenance Services: any maintenance services supplied by or arranged by UnderTheDoormat.

Management Services: the management services that UnderTheDoormat (and/or any persons authorised by UnderTheDoormat) shall perform, including (but not limited to), the cleaning of the Property, linen provision, maintenance, managing check-in and check-out.

Property Standards Requirements: the minimum standards for a Property to be listed on the Website as notified to the Property Owner from time to time in writing.

2. PROPERTY OWNER ELIGIBILITY

To be eligible as a Property Owner you must:

- (a) be at least 18 years old;
- (b) be (and at all times remain) the freehold or leasehold owner of the Property, or be duly authorised to enter into this agreement for the licence of the Property;
- (c) agree to the terms of the Occupancy Agreement;
- (d) at all times be and remain a Member.

3. APPOINTMENT OF UNDERTHEDOORMAT AS AGENT

- 3.1. For the duration of the Availability Period (and any subsequent or additional Availability Period), each Property Owner appoints UnderTheDoormat to be its sole agent (save for the sale or long-term tenancy of

six or more months of the Property unless otherwise agreed), and UnderTheDoormat accepts the appointment on the terms of this agreement, to:

- (a) promote the Property and list it on the Website (or any other website or listing service) as available for Booking;
- (b) procure the Booking of the Property by Guests;
- (c) manage the Booking of the Property;
- (d) perform the Management Services;
- (e) perform any other services agreed between UnderTheDoormat and the Property Owner from time-to-time.

3.2. In accordance with paragraph 3.1, you shall:

- (a) not, directly or indirectly (or appoint any other person, firm or company to) enter into, re-start, solicit, initiate or otherwise participate in any agreement, arrangement or understanding with a third party for the marketing or Booking of the Property; and
- (b) refer all possible Bookings of the Property to the Website or UnderTheDoormat.

3.3. Where UnderTheDoormat finds evidence of a duplicate listing for a Property in breach of paragraph 3.2 above we reserve the right to terminate this agreement on notice with no obligation to honour any future Booking.

3.4. You hereby grant to UnderTheDoormat (and any persons authorised by UnderTheDoormat) a licence to occupy the Property for the duration of the Availability Period in connection with the management of the Property, together with the right for UnderTheDoormat to access and egress from the Property.

3.5. You permit UnderTheDoormat to disclose to the local council and any other relevant authorities details of any Bookings in response to any request from such authorities or where UnderTheDoormat is legally obliged to disclose such information.

4. PROPERTY OWNER'S OBLIGATIONS, WARRANTIES AND UNDERTAKINGS

4.1. If you are a Property Owner (or at any point become a Property Owner) you agree, acknowledge, warrant and undertake:

- (a) that your acceptance of this agreement shall constitute your irrevocable agreement to the terms of the Occupancy Agreement;
- (b) that you are responsible for keeping the Availability Period updated at all times;
- (c) that UnderTheDoormat shall be entitled to conclude Booking(s) of the Property for all or any part of the Availability Period without further notice or consent from you;
- (d) that once you have agreed that the Property is available for a Booking during the Availability Period, you guarantee the Property will be available;
- (e) to raise any issues, damage or other complaints of any nature about a Booking to UnderTheDoormat within 48 hours of the End Date.

- (f) that the Property is in the same state and condition as it is described on the Website and in the Proposal. If, in UnderTheDoormat's sole discretion (acting reasonably), the Property is not in the same state and condition described on the Website or in the Proposal (or is otherwise unsatisfactory) you agree to pay UnderTheDoormat's costs of having to make good the Property. UnderTheDoormat may deduct from the Accommodation Fee (and any other sums due to you) UnderTheDoormat's direct and indirect costs of having to make good the Property;
 - (g) that the Property complies with the Property Standards Requirements;
 - (h) that the Property is regularly cleaned to a professional standard and that if any additional cleaning over and above the standard UnderTheDoormat pre check-in cleaning service is required to ensure the Property is in the condition required for a Booking to proceed, the Property Owner will request and pay for such additional cleaning in advance. Our cleaning standards are available upon request from homeowners@underthedoormat.com. A deep clean is recommended once per quarter and can be arranged by UnderTheDoormat for Property Owners upon request. UnderTheDoormat will not be liable for quality issues that are flagged and reported as falling under 'deep clean' but not acted upon. Where additional cleaning is required but is not requested in advance it will be provided by UnderTheDoormat and the Property Owner will pay UnderTheDoormat the additional cost of such cleaning together with an administration fee of £50; and
 - (i) to provide UnderTheDoormat with, and to maintain, the Inventory.
- 4.2. Each Property Owner authorises UnderTheDoormat (or persons authorised by UnderTheDoormat) to: (i) perform photo or video inventories in order to document the condition of the Property and Furnishings; and (ii) take photographs of the Property to display on the Website.

5. PROPERTY OWNER TERMINATION

- 5.1. Subject to paragraph 5.2 and 5.3, Property Owners may terminate this agreement by providing ninety (90) days written notice to us.
- 5.2. If you cancel any of your obligations under this agreement and UnderTheDoormat has already confirmed a Booking of the Property, you shall be liable to UnderTheDoormat for: (a) the costs of relocating the Guest to a similar or higher standard property; and (b) a fee of £500 per Booking.
- 5.3. You may not terminate this agreement if you have agreed with UnderTheDoormat a period of exclusivity for the listing of a Property and the period of exclusivity has not yet expired unless you pay to the UnderTheDoormat a cancellation fee of £500 to cover your onboarding costs.
- 5.4. Unless otherwise agreed in writing, the Availability Period shall not be less than eight (8) weeks per calendar year and if you terminate this agreement within 12 months of the date of this agreement and on termination have not made the Property available for eight (8) weeks or more you will pay UnderTheDoormat a fee of £500 to reimburse their costs.

6. UNDERTHEDOORMAT TERMINATION

- 6.1. Subject to paragraph 6.2 and 6.3, UnderTheDoormat may terminate this agreement by providing ninety (90) days written notice to the Property Owner.
- 6.2. If UnderTheDoormat cancels any of our obligations under this agreement and UnderTheDoormat has already confirmed a Booking of the Property, that Booking will still be honoured unless, at UnderTheDoormat's sole discretion, we deem a cancellation or relocation to be required.

- 6.3. UnderTheDoormat may stop further marketing of the Property pursuant to paragraph 7 if the Property Owner does not comply with their obligations under this agreement including but not limited to meeting the Property Standards Requirements.

7. MARKETING OF THE PROPERTY

- 7.1. You agree and acknowledge that you (as the Property Owner) are responsible for confirming all of the information, including images, videos, text and other content ("**Content**"), relating to the Property is materially accurate and you shall inform us as soon as reasonably practicable if any Content is untrue, inaccurate or incorrect.
- 7.2. If you make any material changes to the design, layout or content of the Property which would render the Content inaccurate or incorrect you will notify UnderTheDoormat within seven (7) days of the relevant change and they will amend the Content as necessary.
- 7.3. You agree and acknowledge that UnderTheDoormat may market or list the Property on any other suitable platforms or listing service at UnderTheDoormat's discretion and any fees payable to those platforms for the listing of the Property and any confirmed booking will be paid by you and this may include specific subscription requirements or platform-related commissions on a Booking. Any reference in this agreement to a listing of the Property on the Website shall be deemed to include any other website, platform or listing service.

8. PROPERTY OWNER INDEMNITY

You hereby agree to indemnify, defend and hold harmless UnderTheDoormat, its subsidiaries, successors, assignees, affiliates, agents, directors, officers, employees and shareholders from and against any and 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 (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by UnderTheDoormat arising out of or in connection with:

- (a) the Property Owner's breach, negligent performance or non-performance of this agreement;
- (b) the unavailability of the Property as described in paragraph 5.2 of this schedule;
- (c) the relocation of a Guest as described in paragraph 8.3 of this schedule;
- (d) the enforcement of this agreement.

MAINTENANCE

- 8.1. Property Owners shall be responsible for the maintenance of their Property to ensure that the Property meets the Property Standards Requirements. As such, UnderTheDoormat recommends that the Property Owner takes out:
- (a) the insurance cover described in paragraph 11.1 of this Schedule; and
 - (b) suitable maintenance insurance policies / cover (for example, boiler & heating cover; plumbing & drains cover; home electrical cover; etc.).
- 8.2. In the event that the Property becomes unsafe for continued Guest occupation during a Booking you authorise UnderTheDoormat to carry out such emergency Maintenance Services as are reasonably required to render the Property safe and to prevent further damage being caused to the Property and the cost of such Maintenance Services shall be deducted from the Accommodation Fee. If the cost of such Maintenance

Services exceeds the Accommodation Fee for the Booking any excess will be invoiced to the Property Owner or deducted from the Accommodation Fee payable for other Bookings at UnderTheDoormat's sole discretion.

- 8.3. If, in UnderTheDoormat's reasonable opinion, a Guest cannot occupy the Property (because, for example, the Property becomes unsafe or the condition of a Property requires the relocation of a Guest), you shall indemnify UnderTheDoormat in respect of its loss.
- 8.4. UnderTheDoormat will provide a 24 hour emergency and non-emergency maintenance response service to deal with any maintenance issues arising during a Booking.
- 8.5. If you do not wish to use the service provided pursuant to paragraph 8.4 and wish to appoint your own third party maintenance provider you must notify UnderTheDoormat either prior to signing this agreement or before 1 December in any year for such arrangement to take effect from the following 1 January and provide details of the relevant third party contractor, including 24 hour phone numbers, in writing to homeowners@underthedoormat.com. You will be responsible for meeting the Service Levels that we require of our own maintenance providers including call out times and issue resolution where you elect to use your own providers. UnderTheDoormat will not be responsible for any works carried out to the Property by any such contractor and will not be liable for any damage caused to the Property by any such contractor.
- 8.6. UnderTheDoormat may carry out any other Maintenance Services to the Property during a Booking up to a maximum cost of £500 plus VAT without having to obtain your prior authority where such works are required to:
- (i) prevent the Property from becoming unsafe, unsanitary or insecure for occupation by the Guest;
 - (ii) prevent further damage being caused to the Property or its contents;
 - (iii) ensure that the Property is fit for habitation and has sufficient heating, lighting and running hot and cold water.
 - (iv) That all appliances and other facilities in the property are in good working order.
- 8.7. Where the cost of any non-emergency Maintenance Service required during a Booking is likely to exceed £500 plus VAT then UnderTheDoormat will use reasonable endeavours to contact you to discuss the most expedient and cost-effective solution and to obtain your approval prior to arranging for the relevant Maintenance Services to be carried out.
- 8.8. The cost of any Maintenance Services provided pursuant to paragraphs 8.6 and 8.7 shall be deducted from the Accommodation Fee and in the event that the cost of such Maintenance Services exceeds the Accommodation Fee for the Booking, any excess will be invoiced to the Property Owner or deducted from the Accommodation Fee payable for other Bookings.
- 8.9. Where any maintenance issues in the Property lead to a reduction of the Fee by the Guest, the full deduction will be covered by the Property Owner as a reduction in the Accommodation Fee and any excess will be invoiced to the Property Owner or deducted from other Bookings.

9. KEYS

UnderTheDoormat requires owners to provide a minimum of four (4) full sets of working keys, (or fobs or codes as applicable) including all access doors, windows, internal lockable cupboards with service media access. UnderTheDoormat strongly recommends that Property Owners only provide keys that cannot be cut or duplicated for security purposes.

10. FEES AND CHARGES

- 10.1. Subject to clause 10.3, UnderTheDoormat shall pay to the Property Owner the Accommodation Fee minus Commission (in GBP) within 10 days of the End Date or as agreed in the Proposal. For the avoidance of any doubt, no fees shall be payable: (a) for any period in which the Property is not Booked; (b) if a Booking is cancelled with more than 30 days' notice; or (c) if a Booking is cancelled via a booking platform where the platform's terms of cancellation supersede the terms of this agreement and provided a refund is due to the Guest; and (d) if the Property Owner cancels the Booking for any reason.
- 10.2. Unless agreed in writing with the Property Owner, the Accommodation Fee minus the Commission will only be paid into an account in the name of the Property Owner at a UK clearing bank. The Property Owner shall be responsible for, and shall pay, any fees deducted from the Accommodation Fee by the Property Owner's bank.
- 10.3. Subject to clause 10.1 and 10.4, in the event a Booking is cancelled by the Guest for convenience, and provided any relevant platform cancellation policy does not override this clause, UnderTheDoormat shall pay to the Property Owner, within 10 days of the End Date, the Accommodation Fee minus Commission that has been received from a Booking.
- 10.4. If at any time for any reason there is fraud, suspected fraud or suspicious Guest activity which could put the Property or the Property Owner at risk, UnderTheDoormat reserves the right to cancel any Booking at any time. In this scenario neither the Property Owner nor UnderTheDoormat will receive funds for the Booking and any funds which have been paid by the Guest may at UnderTheDoormat's sole discretion be refunded in full to them.
- 10.5. If any payment by a Guest is disputed via their bank, credit card company, booking platform or any other intermediary, the Commission, UnderTheDoormat's fees and the Accommodation Fee will be at risk. If the payment to the Property Owner has already been made by UnderTheDoormat before a dispute is raised by the Guest or the relevant platform, and monies are reclaimed in any circumstances from UnderTheDoormat by the Guest's bank, credit card company, booking platform or intermediary, UnderTheDoormat reserves the right to reclaim the relevant part of Accommodation Fee paid to the Property Owner. UnderTheDoormat will manage any dispute that may arise and may request information from the Property Owner which is reasonably required to support the case.
- 10.6. In the event a Guest overstays, and such overstay results in the Property not being ready for re-occupancy by 18:00 on the End Date (or if such overstay results in the Property Owner not being able to reoccupy the property at the end of an Availability Period), a one-off fee of £50 shall be payable to the Property Owner unless otherwise agreed in writing.
- 10.7. Each Property Owner agrees and undertakes to pay to UnderTheDoormat (without any deduction) the Maintenance Fees in full (in GBP), should any such fees arise.
- 10.8. UnderTheDoormat will charge a 20% fee for the administration and supervision of any 3rd party maintenance or other requested services at the Property.
- 10.9. UnderTheDoormat may deduct from the Accommodation Fee (and any other sums due to the Property Owner) the Commission and any sums that you owe to UnderTheDoormat at any time. If such fees exceed the Accommodation Fee, UnderTheDoormat shall submit an invoice which gives details of the services provided and the amount payable for such services. The Property Owner shall pay each invoice submitted by UnderTheDoormat within fourteen (14) days of receipt.
- 10.10. The Property Owner shall be responsible for any and all taxes (whether of the UK or elsewhere) for which the Property Owner is liable in connection with this agreement.
- 10.11. In the event of the Property Owner entering into a tenancy of the Property for more than six months with a Member introduced to the Property or any other property belonging to the Property Owner by UnderTheDoormat or to any other party introduced to the Property Owner at any time by UnderTheDoormat,

the Property Owner hereby agrees to pay UnderTheDoormat 10% plus VAT of the total rent payable under the tenancy upon the commencement of such tenancy.

- 10.12. In the event of the Property Owner agreeing to sell the Property to a Member introduced to the Property by UnderTheDoormat or to any other party introduced to the Property Owner at any time by UnderTheDoormat, the Property Owner hereby agrees to pay UnderTheDoormat 1% of the total sale price plus VAT upon completion of such sale.

11. PROPERTY OWNER INSURANCE

- 11.1. UnderTheDoormat requires that the Property Owner takes out buildings and contents insurance to cover, amongst other things, damage caused to the Property and the Furnishings or losses in relation to the maintenance of the utilities and/or the Property unless a third party is responsible for effecting insurance for the building of which the Property forms part, in which case the Property Owner will procure that such insurance is in place.
- 11.2. In the event of any damage to the Property or the Furnishings or theft from the Property during a Booking which is covered by any insurance cover taken out by the Property Owner, or by an insurance policy covering the building of which the Property forms part of, UnderTheDoormat shall, in consideration of any applicable fees which shall be payable by the Property Owner, use commercially reasonable endeavours to provide any information reasonably required by the Property Owner to make a claim(s) to the insurance company for losses covered by the relevant insurance policy, provided that the Property Owner reports any loss or damage to the Property, the Furnishings or the Property Owner's possessions within 48 hours of the relevant End Date.
- 11.3. In the event of any damage to the Property or the Furnishings or theft from the Property during a Booking which is covered by insurance cover taken out by UnderTheDoormat or the platform through which the Booking was made, UnderTheDoormat shall use commercially reasonable endeavours to make a claim on behalf of the Property Owner provided that:
- (a) the Property Owner reports any loss or damage to the Property or the Furnishings or any theft within 48 hours of the relevant End Date;
 - (b) provides all other information which may reasonably be required by UnderTheDoormat to submit an insurance claim on behalf of the Property Owner within 48 hours of a written request;
 - (c) provides any information required by the insurer within 48 hours of a written request.
- 11.4. You acknowledge and agree that UnderTheDoormat shall only perform the insurance management services that have been agreed in advance of submitting a claim, in writing.
- 11.5. For the purposes of paragraph 11.3 of this Schedule 2, the Property Owner party shall use all reasonable endeavours to promptly execute and deliver such documents and perform such acts as may reasonably be required to support any such claim.