

# TrustedStays Terms and Conditions

Effective Date: 20/06/2022

**Please read this Terms and Conditions Agreement carefully as it contains important and binding information about your legal rights, remedies and obligations.**

These TrustedStays Terms of Service (“**Terms**”) are a legally binding contract between you and TrustedStays Ltd incorporated, registered in England and Wales with company number 13640195 and whose registered office is at 1.13 The Light Bulb, 1 Filament Walk, London, SW18 4GQ, United Kingdom (“**TrustedStays**”, “**we**”, “**us**” or “**our**”).

These Terms govern your use of the TrustedStays website (the “**Platform**”) in order to book a short-term rental of a property that is provided through the Platform (the “**Services**”). This agreement is provided to you and concluded in English. The Platform is controlled and operated from the United Kingdom and is subject to English law.

## INTERPRETATION

The following definitions shall apply in this agreement:

**Access Codes:** usernames, passwords, or other codes or devices to gain access to certain portions of the Platform.

**Booking:** a confirmed booking of a Property following a Booking request made by a Buyer to book a stay at a Property. “**Book**” and “**Booked**” shall be interpreted accordingly.

**Booking Confirmation:** the acceptance of a Booking Request sent by email by TrustedStays to the Buyer following receipt of payment.

**Booking Fee:** all applicable fees, including the rental fee, guest fees (this may include cleaning fees, cancellation fees, or other fees as described at the time of booking) and any applicable taxes unless otherwise specified.

**Booking Process:** the steps and information required to complete a Booking Request such as Buyer verification requirements.

**Booking Request:** a request sent by a Buyer to the Platform to make an enquiry to book a Property.

**Booking Time:** the date and time when a Booking Confirmation is sent to the Guest.

**Buyer:** a Commercial Buyer or an Individual Professional Buyer.

**Cancellation Policy:** the PMC’s cancellation/no-show policy.

**Commercial Buyer:** a commercial organisation making a Booking Request.

**Content:** all communications you make to us regarding TrustedStays information including but not limited to feedback, questions, comments, suggestions and the like.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**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).

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

**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.

**Guest:** the staff member who stays in the Property booked by the Commercial or Individual Professional Buyer.

**Industry Accreditation:** the STAA/Quality in Tourism or ISAAP Accreditation or other TrustedStays approved accreditation.

**Individual Professional Buyer:** a professional independent buyer either booking on behalf of their staff or booking for themselves for work purposes who have created an account on the Platform.

**PMC:** a property management company which completes the TrustedStays account registration process and who agrees to the terms of the Partner Terms and Conditions.

**Pandemic:** a pandemic or epidemic disease where local, regional or central government has imposed any mandatory legal measure for the prevention of the spread of that disease which at the Start Date prohibits the Property from being used for the purposes of the Booking.

**Partner Terms and Conditions:** the terms and conditions for PMCs.

**Platform:** the TrustedStays booking platform that is accessible by PMC and TrustedStays customers through web-based, mobile and customer centric platforms.

**Privacy Policy Statement:** TrustedStays privacy policy statement available at:

<https://www.trustedstays.co.uk/privacy-policy.pdf>

**Properties:** means all active Properties in PMC's portfolio which TrustedStays will market to prospective Buyers on behalf of the PMC and "**Property**" means any one of the Properties.

**Property Listing:** the property listing including the property details on the TrustedStays Platform of which the content is owned by the PMC.

**Security Deposit:** the Security Deposit, as specified by the PMC.

**Service(s):** means the additional support and business service provided by us, including support on the Platform and reservations management in line with the roles and responsibilities as outlined in our policies and procedures.

**Short-Term Rental:** a rental of up to 6 months (or equivalent in other countries and jurisdictions).

**Short-Term Rental Licence:** any registration or licence or other consent that is required to use a Property for a short-term rental use and necessary to comply with all applicable Short-Term Rental Regulations.

**Short-Term Rental Regulations:** all laws, statutes, statutory instruments and regulations that apply to short-term rentals of Properties for vacation, business and home rentals to guests, hotels, or hospitality services.

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

**Terms:** the terms and conditions set out in this agreement.

**TrustedStays:** comprises the TrustedStays Platform and TrustedStays Services.

**TrustedStays Customers:** means, individually and collectively, guests or buyers who make a reservation via the TrustedStays Platform, or potential guests and buyers who enquire about any property that is advertised by or offered on the TrustedStays Platform.

**TrustedStays Information:** the content and information displayed on the Platform.

**TrustedStays Trademarks:** all trademarks, trade names, website domain names, social media names and images, service marks and logos, all whether or not registered, that are owned by or licensed to TrustedStays, including without limitation any relating to the Platform.

**UK GDPR:** means the General Data Protection Regulation (EU) (2016/679) as it forms part of United Kingdom domestic law.

## AGREEMENT TO TERMS

By using the Platform, you are accepting all the terms and conditions set forth in these Terms and any other terms that you are provided with during the Booking Process. If you do not agree to each and all of these terms and conditions, please do not use the Platform or our Services. We reserve the right, at our discretion, to change and or modify these Terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately upon posting; therefore, please check these Terms periodically for changes. We will display the effective date of these Terms at the top of this page. If anything in these Terms is (or becomes) invalid or, unenforceable: (i) it will still be enforced to the fullest extent permitted by law; and (ii) you will still be bound by everything else in these Terms.

## THE PLATFORM AND THE SERVICES

The Platform and Services provide a Property rental offering by TrustedStays whereby you may browse listings for Properties and book Short Term Rentals of such Properties through the Platform. These Terms apply to Short Term Rentals; for longer bookings different terms may apply and you should speak to TrustedStays. TrustedStays has relationships with local PMCs who manage your Booking and the Property, and provide support to you during your stay at a Property. TrustedStays does not own, lease or manage the Properties.

## PROPERTY LISTINGS

As the provider of the Platform, TrustedStays does not own, create, control, or manage any Property or Property Listings. We are not responsible for, and make no warranties or representations in relation to, any inaccuracy of Property Listings or the lack of suitability or safety of the Property for the Guest's proposed use. PMCs are responsible for the Properties and the accuracy of their Property Listings.

## ACCREDITATION

It is the PMC's responsibility to maintain and update the independent Industry Accreditation. The accreditation body is responsible for inspections and any accreditation certificate. TrustedStays accepts no responsibility or liability in relation to accreditation certificates, inspections, updates or maintenance.

## BOOKING PROCESS

You may book a Property through the Platform by following the Booking Process. All information regarding the Booking Fees and the Security Deposit (if any), will be provided to you prior to booking a Property. You agree to pay the Booking Fees, subject to your rights to cancellation, which shall be outlined on the Property Listing page.

The Property Listing page will indicate if the PMC has selected the "instant book" service or "enquiry to book" service. If "instant book" has been selected, the Guest will receive a Booking Confirmation promptly after booking. If "enquire to book" has been selected, then the PMC is obliged to confirm availability within 48 hours of the booking request, and the Guest will receive a notification informing them that the Property is either (i) available to be booked or (ii) that their Booking request has been rejected. In the event of scenario (i) above, the Guest must access their account to complete the Booking, and a Booking Confirmation will be sent promptly following completion of the Booking.

A Booking is confirmed at the date and time when a Booking Confirmation is sent to the Guest, and this is the Booking Time for the purposes of applying and interpreting the applicable Cancellation Policy.

If you cancel or fail to show up to a Booking, any cancellation/no-show fee and any refund will depend on the PMC's cancellation/no-show policy. Some Bookings cannot be cancelled for free, while others can only be cancelled for free before a deadline.

To cancel you must send an email to [reservationsdesk@trustedstays.co.uk](mailto:reservationsdesk@trustedstays.co.uk) which must clearly state that you are cancelling your Booking. The time that we receive your email will be the time taken to be the cancellation date and time for the purpose of applying the applicable Cancellation Policy.

If you are due a refund, then, provided that the Booking was fully paid for and that you have not made (and have confirmed to us that you will not make) any chargeback request, we will pay the refund amount due to you within 14 days after we receive notice of cancellation, provided that we have retained or are able to collect the relevant monies from the PMC. Please note that neither we, nor any PMC, will be responsible for any fees, costs or expenses that you have incurred in relation to a cancelled Booking (including travel costs or event tickets). You are therefore strongly advised to take out adequate travel insurance to cover any booking you make via the Platform.

For Bookings that require a Security Deposit, the PMC is responsible for collecting and refunding the Security Deposit at its sole discretion. TrustedStays assumes no responsibility or liability should a dispute arise between you and the PMC regarding the collection or refund of a Security Deposit.

You agree that TrustedStays may utilise third party service providers to facilitate the Booking Process including without limitation the processing of any payments. Payment processing shall be subject to such third party's terms of service, user agreement, and other policies, and TrustedStays is not responsible or liable for such payment processing services.

## BOOKING AS A COMMERCIAL BUYER

In order to become a Commercial Buyer on the TrustedStays Platform and therefore be able to book on behalf of your organisation for one or more members of staff you will need to create an account with us by visiting our Buyer Registration page at <https://www.trustedstays.co.uk/register/buyer>. You will be asked to provide us with certain registration information; this information must be true and accurate. We will review your registration form and at our complete discretion, verify your account. You authorise us to carry out any necessary checks to verify your identity and request for an account.

As a Commercial Buyer, booking for your staff, your initial bookings will need to be made via credit or debit card payment. To start paying via invoice, TrustedStays need to confirm required details with your organisation and perform a credit check. By requesting invoice payments, you authorise us to carry out relevant credit checks for the purposes of approving you for this service and you take full responsibility for all sums due under your account.

For invoice payments we would need the following:

1. Agreement to the TrustedStays terms and conditions when creating the Commercial Buyer account.
2. Confirmation that you agree to the payment terms. For initial stays we will require payment in advance, companies can register for invoicing and once approved, future stays would be based on standard invoicing and payment terms.
3. To let us know what, if any, details need to be included on an invoice by your organisation to confirm a Booking Request. This will help us to ensure invoices can be paid without any issues.

If you are booking a Property as a Commercial Buyer, you agree that each Guest you are booking a Property on behalf of is aware of these Terms and the terms of any rental agreement, contract or other agreements that you enter into in order to book the Property. If any of your Guests are minors, you agree that you have the authority to act on behalf of the minor(s).

## BOOKING AS AN INDIVIDUAL PROFESSIONAL BUYER

In order to book a stay as an Individual Professional Buyer on the TrustedStays Platform, you will need to create an account with us by visiting our Professionals Registration page at <https://www.trustedstays.co.uk/register/professional>. You will be asked to provide us with certain registration information; this information must be true and accurate. Your registration form will be automatically approved, and your account will be automatically accessible. The only payment option available for Booking Requests made via your individual professional account is via credit or debit card.

## PROPERTY MANAGEMENT COMPANIES (PMCs)

When you book a Property through the Platform, a PMC will manage your Booking and provide additional support to you during your stay at the Property. In order to provide those Services, your information (and that of your Guests) will be shared with the relevant PMC and, if necessary, with third parties who perform Services for them, such as cleaning, maintenance, transportation and similar services. Each PMC is independent from and not affiliated with TrustedStays. The collection, use and sharing of your information by the PMC will be governed by their privacy policies. To the extent that you enter into a rental agreement, contract or other agreement with a PMC, you understand and acknowledge that TrustedStays is not (and will not become) a party to any of those

agreements. You agree that you may be required to enter into separate terms, waivers, or other agreements in connection with your booking of a Property through the Platform.

## **FORCE MAJEURE**

All parties expressly disclaim liability for any actual or deemed breach of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to a Force Majeure Event.

A TrustedStays Guest, acting reasonably, who is prevented from the safe and reasonable occupation of the Property due to Force Majeure or because of a Pandemic, shall be responsible for notifying the PMC of the same. The PMC will be required to refund all payments which have been made to the PMC for any unused portion of the Guest's booking to us and we will subsequently refund such unused payments received by us from the PMC to the Guest.

TrustedStays recommends the Guest has appropriate insurance policies in place to cover any losses in the event that the Property cannot be occupied.

## **PRIVACY**

The collection, use, sharing and other actions we take with respect to your information is described in our Privacy Policy Statement, which may be updated from time to time. When you agree to these Terms, you are also acknowledging the provisions in that [Privacy Policy Statement](#).

## **DATA PROTECTION**

All parties will comply with all requirements and obligations applicable to them under the Data Protection Legislation in respect of the client personal data.

The parties acknowledge that for the purposes of the Data Protection Legislation, we are the Controller of the PMC and the Buyer's Personal Data. Please see the Privacy Policy Statement for further details of how we use and collect that data.

Insofar as Buyers make Bookings through the TrustedStays website, the parties acknowledge that for the purposes of the Data Protection Legislation, the PMC is the Controller and we may be the Processor of the Guest's Personal Data which is collected and processed in relation to those bookings. In circumstances where we are the Processor, Schedule 1 to this agreement sets out the scope, nature and purpose of processing by us in relation to such Personal Data, the duration of the processing and the types of Personal Data and categories of Data Subject.

Without prejudice to the generality of the above, it is the PMC's responsibility to have all necessary appropriate consents and notices in place to enable lawful transfer of the Guest's Personal Data to us for the duration and purposes of this agreement.

Without prejudice to the generality of the above, we shall, in relation to any of the Guest's and Buyer's Personal Data processed in connection with the performance by us of our obligations under this agreement:

- a. process that Personal Data only on the documented written instructions of the PMC unless we are required by Domestic Law to otherwise process that Personal Data. Where we are relying on Domestic

Law as the basis for processing Personal Data, we shall promptly notify the PMC of this before performing the processing required by Domestic Law unless Domestic Law prohibits us from so notifying the PMC;

- b. ensure that we have in place appropriate technical and organisational measures, reviewed and approved by the PMC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data outside of the UK unless the prior written consent of the PMC has been obtained and the following conditions are fulfilled:
  - i. we or the PMC has provided appropriate safeguards in relation to the transfer;
  - ii. the data subject has enforceable rights and effective legal remedies;
  - iii. we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. we comply with reasonable instructions notified to us in advance by the PMC with respect to the processing of the Personal Data;
- e. assist the PMC, at the PMC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the PMC without undue delay on becoming aware of a Personal Data Breach;
- g. at the written direction of the PMC, delete or return Personal Data and copies thereof to the PMC on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- h. maintain complete and accurate records and information to demonstrate its compliance with this clause.

The PMC consents to us appointing the third party processors set out in Schedule 1 to this agreement as third-party processors of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause and in either case which we confirm reflect and will continue to reflect the requirements of the Data Protection Legislation. As between us and the PMC, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause.

## **ELIGIBILITY**

In order to use the Platform, you must be an individual who is at least 18 years old or a duly organised, validly

existing business or other legal entity in good standing under the laws of the country in which you are established and able to enter into legally binding contracts. Some PMCs may have additional requirements on the minimum age of the primary occupant (as noted on the Property Listing page).

## **VERIFICATION OF GUESTS**

To ensure the security of the Platform and the Properties, for fraud prevention purposes and compliance with applicable laws, the PMC may in its sole discretion and consistent with applicable laws request that you provide information to verify your identity such as a driver's license or passport. In some jurisdictions the PMC is required by applicable law to collect such identity verification information and provide it to government authorities. PMCs may perform additional background checks or obtain reports from public databases in order to verify Guests' identities.

## **TRUSTEDSTAYS INFORMATION**

TrustedStays Information is the property of TrustedStays. The downloading, reproduction, or retransmission of TrustedStays Information, other than for non-commercial individual use, is strictly prohibited.

## **AVAILABILITY OF THE PLATFORM AND SERVICE**

The Platform is provided via the internet and TrustedStays does not guarantee the continuous and uninterrupted availability of the Platform or the Services. The Platform may not be available as a result of maintenance, capacity limits or for any other reasons in TrustedStays' sole discretion.

## **INTELLECTUAL PROPERTY**

The Platform may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of TrustedStays, our affiliates, and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of TrustedStays, our affiliates, and/or other parties is granted to or conferred upon you.

## **ACCEPTABLE USE**

You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Platform and/or the Services, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you are not authorised to use any robot, spider, other automatic device, or manual process to monitor, scrape, or copy the Platform, the Services, or the TrustedStays Information contained therein, or any aspect of the Platform, the Services or the TrustedStays Information, without the prior express consent from an authorised TrustedStays representative (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to the Platform). You further agree not to claim that such access is authorised. Furthermore, you agree that you will not use the Platform and/or the Services for any purpose that is illegal, unlawful, or prohibited by these Terms. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict tamper, or otherwise affect the proper operation of the Platform and/or the Services in any way, including, without limitation, through the use of any malicious or unauthorised code, virus, worm, Trojan horse, malware, or program. You may not use the Platform and/or the Services in any threatening, libelous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner. We reserve the right in our sole discretion to revoke or deny your access to the Platform or use of the Services without



limitation if you violate any of the provisions of these Terms. You agree that you will make only legitimate reservations in good faith for use by you and your authorised Guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

## ACCESS CODES

The Platform may provide you with Access Codes. You are entirely responsible for maintaining the confidentiality of your Access Codes and for all activities that occur under your account. We reserve the right to immediately terminate your account at our sole discretion and without prior notice to you wherever there is a reason including, for example, if you violate any part of these Terms.

## LIABILITY

Our website and the digital content are provided "as is" and to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or our digital content, whether express or implied. In particular (but without limitation) we exclude any warranty as to the reliability or accuracy of any of the digital content.

Nothing in these Terms of Service shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) our fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.

However, to the extent permitted by law our maximum liability to you as a Buyer (whether in contract, tort, negligence, misrepresentation or under any other legal head of liability) in relation to your use or inability to use or delay in use of any element of our website or any digital content shall be limited to:

- a) the total monies paid by the Buyer in respect of the relevant Property via our Service (where the Buyer is, notwithstanding the exclusions set out in these Terms or any rental agreement, contract or other agreement entered into with a PMC, bringing a claim against us in relation to the provision or non-provision of specific Property); or
- b) 1 GBP / 1 EUR / 1.50 USD (in relation to all other claims which may be made against us by a Buyer or any other visitor to our website or digital content); and we shall not have any liability to you (whether in contract, tort, negligence, misrepresentation or under any other legal head of liability) for any:
  - i. indirect or consequential losses, damages, costs or expenses;
  - ii. loss of profits (whether direct or indirect);
  - iii. loss of reputation;
  - iv. loss of, damage to or corruption of data;
  - v. conduct or misconduct of any Buyer or PMC; or
  - vi. losses caused to a Buyer or PMC, including any damage or injury suffered by any PMC, Buyer or any member of a Buyer's party;

in each case whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses.

PMCs are independent contractors and not agents of TrustedStays. TrustedStays is not liable for the acts, errors, or omissions, representations, breaches or negligence of any PMC.

Parties shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of their obligations in these Terms if such delay or failure results from a terrorist attack, government or other relevant authority imposed travel ban or damage to the Property caused by fire, flood or explosion.

The Buyer expressly agrees that (except as set out in the second paragraph under “Liability” above) neither TrustedStays nor our employees or agents are responsible or liable in any way for any damage or injury which the Buyer or any member of its party may suffer in connection with any Property.

The Buyer agrees to pay TrustedStays in full for the reasonable costs, claims, liabilities or expenses (including but not limited to legal costs and expenses) suffered by TrustedStays as a result of or in connection with any breach by the Buyer of these Terms (or the breach by any person in the Property during their stay).

## **YOUR CONTENT**

With respect to all communications you make to us regarding TrustedStays Information including but not limited to feedback, questions, comments, suggestions and the like (“**Your Content**”), you grant us the royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable and sublicensable right to use, copy, display, reproduce, process, adapt, modify, publish, transmit, perform, display, distribute, and otherwise exploit Your Content, or any part thereof, for any purpose, in any format or medium now known or developed in the future in perpetuity. You agree that: (a) you shall have no right of confidentiality in Your Content and we shall have no obligation to protect Your Content from disclosure; and (b) we shall be free to use any ideas, concepts, know-how, content or techniques contained in Your Content for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information. The above is limited only by our commitment and obligations pertaining to your personal information (for more information, please see our Privacy Policy Statement).

## **TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS**

TrustedStays Information may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. TrustedStays assumes no responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honour reservations or information affected by such inaccuracies. TrustedStays reserves the right to make changes, corrections, cancellations and/or improvements to TrustedStays Information, and to the products described in such information, at any time without notice, including after confirmation of a transaction.

## **THIRD PARTY SITES**

If you choose to leave the Platform via links to other third-party websites, including those of advertisers, these Terms and our Privacy Policy Statement will no longer apply. We are not responsible for the terms of service or privacy policies of those third-party websites or the cookies or other tracking technologies they use. In addition, because we have no control over such third-party sites and resources, you acknowledge and agree that we are not responsible for the availability of such third-party sites or resources, and that we do not endorse or are responsible or liable for any content, advertising, products, or other materials on or available from such third-party sites or resources. Sometimes TrustedStays provides referrals to third-party websites solely for the convenience of its Guests. TrustedStays makes no representations or endorsements concerning the safety, accuracy, quality, standards or fitness of the services provided by these third-parties. TrustedStays is not responsible or liable, either directly or indirectly, for any loss or damage that is sustained from your use of these third-party services. Please refer to the terms and conditions and privacy provisions of the third-party, which govern your transaction. TrustedStays is not responsible for any aspect of these third-party services, and you

assume all risks associated with the services.

## GOVERNING LAW

These Terms and the Services will be governed by English law.

## MEDIATION AND ARBITRATION

Any dispute arising out of or in connection with these Terms (including a dispute regarding the existence, or validity of these Terms) shall be referred first 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.

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).

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.

## CUSTOMER REVIEWS TERMS OF USE

When we make available functionality which allows you to provide a rating and review of TrustedStays-curated Properties, these "Terms of Use" govern your provision and posting of reviews, including your submission of stories, photographs, videos or other information (collectively, "**Content**"). By submitting any Content, you are entering into an agreement with TrustedStays Ltd. ("**TrustedStays**") to accept all of these Terms of Use as they may be updated by TrustedStays without notice. TrustedStays recommends that you review these Terms of Use from time to time to ensure that you are familiar with the most recent version. TrustedStays' website may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and/or other proprietary rights of TrustedStays and other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights is granted to or conferred upon you. With respect to any Content you submit, you grant TrustedStays and its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees (collectively, "**Affiliates**") a perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable right and license to: (a) use, copy, modify, delete in its entirety, adapt, publish, translate, alter, create derivative works of, sell and/or distribute such Content and/or incorporate such Content into any form, medium, materials or technology without notice, compensation or other obligation to you; and (b) sublicense the foregoing rights to others. You may not have the ability to edit or delete the Content that you

submit. TrustedStays has the right, but not the obligation, to evaluate all Content before posting it and to alter, remove or refuse to post any Content. You release and discharge TrustedStays from any and all liability arising out of or relating to the Content and TrustedStays' use of the Content, including without limitation, claims for defamation or claims based on the rights of privacy or publicity or on any blurring or visual distortion or alteration, whether intentional or otherwise, that may occur or be produced in the use of the Content. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each item of Content that you may have under any applicable law. For all Content you submit, you represent and warrant that:

1. you have all rights necessary for you to grant the foregoing license of the Content to TrustedStays (including without limitation rights in any musical compositions and/or sound recordings embodied or embedded in the Content);
2. all individuals appearing in the Content have given their consent to TrustedStays' use of the Content for any lawful purpose;
3. you recently stayed at the TrustedStays curated Property for which you are providing a review, are the sole author of and owner of the intellectual property rights in the Content and shall be fully responsible for such Content;
4. you are at least the age of majority in the jurisdiction in which you reside;
5. the Content does not contain any confidential information
6. the Content is not false, inaccurate or misleading;
7. the Content does not contain personally identifiable information of any person other than yourself (including any TrustedStays representative), including first and last name, username containing first and last name, email address, physical address, or phone number;
8. the Content does not criticise other posted stories or their authors;
9. the Content, and TrustedStays' use of the Content, does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or otherwise violate the rights of any third party;
10. the Content, and TrustedStays' use of the Content, does not violate any law, statute, ordinance or regulation;
11. the Content, and TrustedStays' use of the Content, is not, and may not reasonably be considered to be, obscene, abusive, threatening, indecent, defamatory, libellous, hateful, racially or religiously biased or otherwise offensive;
12. the Content does not contains advertisements, "SPAM" or references to other services, products, offers or websites; and
13. the Content does not contain any computer viruses, worms or other potentially damaging computer programs or files.

You agree to pay TrustedStays in full for all costs, claims, liabilities or expenses (including but not limited to legal costs and expenses) suffered by TrustedStays as a result or in connection with your breach of the representations and warranties set forth above, your violation of any law or the rights of a third party, or your submission of Content that violates these Terms of Use.

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## HOW TO CONTACT US

If you have any questions about our Terms and Conditions, please contact us at [hello@trustedstays.co.uk](mailto:hello@trustedstays.co.uk).

## SCHEDULE 1

### PART I – AUTHORISED SUB-PROCESSORS

- Google Analytics
- HotJar
- Leadfeeder
- LeadForensics
- Meta
- Sojern
- Secura
- Mailchimp
- Google Maps
- Stripe
- Zoho
- Hubspot
- Google Adwords

### PART II - PROCESSING OF PERSONAL DATA

Part II of this schedule includes certain details of the processing of Personal Data, required by Article 28(3) UK GDPR.

#### *Subject matter and duration of the processing of Personal Data*

Personal Data related to Data Subjects who make bookings through the website.

The Personal Data shall only be held for the length of time required to process and manage the booking except as otherwise required by the Data Protection Legislation.

#### *The nature and purpose of the processing of Personal Data*

Processing of Data Subjects' Personal Data for the purpose of customers making and managing bookings through the website.

#### *The types of Personal Data to be processed*

The types of personal information that we might collect in order to process and manage bookings through the website include, but are not limited to:

- Name;
- Email address;
- Postal address, including postcode;
- Telephone number;
- Mobile number;
- Date of birth;
- Payment information;
- IP address and other device information;
- Activity on the website, including information about use of our website, products and services;
- Operating system information, the browser type, and the address of a referring website;

- Username and password; and
- Preferences in receiving marketing from us and our third parties and communications preferences.

*The categories of data subject to whom the Personal Data relates*

People who make bookings through the website.

*Our obligations and rights additional to the obligations and rights set out in the Agreement*

Any rights provided for by Data Protection Legislation.