

November 2020

1. These Terms

- 1.1 The website [www.sharesy.com] (the “Platform”) is an online platform that connects the owners of community spaces (“Venue Hosts”) with individuals seeking to hire a community spaces (each a “Space”) on a temporary, short-term basis.
- 1.2 The Platform is owned and operated by **Sharesy Ltd** (“Sharesy”, “we”, “us”, or “our”), a limited company registered in England under company number 12695856. Our registered office address is **Upper Deck, Admirals Quarters, Portsmouth Road, Thames Ditton, Surrey, United Kingdom, KT7 0XA**. If you have a query or would like to speak to us about these terms, please contact us by email at [hello@sharesy.com].
- 1.3 These terms and conditions apply to all booking services (“Services”) provided or arranged by us to or for individuals seeking to hire a Space (“Client or “you”). These terms do not apply to services we provide to Venue Hosts or to the hire by Clients of the Space itself.
- 1.4 The hire of Space from a Venue Host is dealt with under the Venue Hire Terms together with the House Rules and our Confirmation Email which will form the agreement between you and the Venue Host for the hire of the Space (the “Hire Agreement”).
- 1.5 We will not be a party to any agreement for the hire of the Space. We do not own, control or manage any spaces listed on the Platform.
- 1.6 These terms and conditions will apply at any time when you use this website or any of our mobile applications (“Platform”) or our services (“Services”) and by continuing to use the Platform or the Services you accept these terms and conditions (“Terms”) and they will apply to the agreement between you and us (the “Agreement”).
- 1.7 These Terms may be amended from time to time. Any amendments or new terms and conditions will be available on our Platform and the terms and conditions on the Platform at the time you enter into a booking will be the terms which apply. You may terminate this Agreement if you do not wish to

be bound by any such amendments but by continuing to use our Platform or Services you will be deemed to have accepted the new terms.

- 1.8 This Agreement is with you, the person using the Services and you will be responsible for ensuring that any person who uses a Space with you or who you have made a booking for (an “**Authorised Person**”) complies with the terms of this Agreement and the terms you agree to with the Venue Host. You agree that you are responsible for the conduct of any such Authorised Person.

2. Creating your account

- 2.1 Registration is not necessary to be able to access the Platform but you will not be able to hire a Space through us if you have not registered and do not have an account with us (“Account”) you may be able to create your account when you request a booking.

- 2.2 To register with us or make a booking we will require that you provide us with your name, address, valid email address and credit or debit card details. We may also require additional information from time to time. Please note that any personal information that you provide to us will be subject to our data protection obligations which are set out in our privacy notice (“**Privacy Notice**”) which can be seen here <https://www.sharesy.com/privacy-policy>. The Privacy Notice forms part of this Agreement.

- 2.3 You will be asked to create a password when registering. We recommend that you keep your password confidential and do not disclose it to any third party. If you do so reveal your password to a third party and they then access the Platform or use our Services they will be deemed to be acting as agent for you. We will not be held responsible for any action taken by any third party to whom you have disclosed your password. If you believe a third party has become aware of your password and is using your Account without authorisation from you, please notify us immediately and we will suspend or close the Account at our discretion.

- 2.4 You must supply a valid email address when registering so that we can email booking confirmations and other information relating to your use of our Services. We will not be held responsible if you fail to provide a valid email address and you do not receive a booking confirmation or other information from us that you might be expecting. If you become aware that you have

supplied an invalid email address please contact us immediately to correct the information we hold about you.

- 2.5 We may suspend or close your account at any time if you are in breach of any term of this Agreement or any of the Hire Terms. If we suspend or close your Account you will not be able to use our Services any longer and may not be able to access all areas of the Platform.

3. Booking Process

- 3.1 A booking for hire of a Venue for your event (“**Booking**”) will be dealt with in accordance with these terms.
- 3.2 You can make a booking through the Platform at any time (“**Booking**”). We will confirm the Booking by sending you and the Venue Host a confirmation email (“**Confirmation Email**”). Please note that when our Confirmation Email is issued a binding agreement for hire of the Venue will be in existence between you and the Venue Host. The Hire Terms (incorporating the Venue Hire Terms, the House Rules and the Confirmation Email) will constitute the entire agreement between you and the Venue Host.
- 3.3 Before we issue the Confirmation Email, Sharesy will collect payment in full of the applicable hire charges for the Space (“**Hire Charges**”) from the credit and debit card details supplied, if your card is declined we will ask you to supply alternative details but we will not confirm your Booking until we have received payment in full.
- 3.4 The Hire Agreement applies between the Venue Host and you. We are not a party to that agreement and we will not be liable to you, the Venue Host or any third party for any breach of the Hire Agreement by either party or otherwise in relation to the Space or its use by you.
- 3.5 If specified in the Confirmation Email, you will be required to pay a security deposit to Sharesy or allow Sharesy to pre-authorise or deduct an amount from a credit or debit card by way of security deposit. Sharesy will be entitled to make deductions from the amount paid or from such credit or debit card in the event of any damage to the Space, the contents of the Space or any part of the Property. Sharesy will notify you in advance of making any deductions from your security deposit and will, when possible, provide you with photographic or other documentary evidence of the damage.

4. Spaces

- 4.1 You agree that the Platform is a platform for marketing Spaces hosted by our Venue Hosts and we have no responsibility for the Space other than to provide the Services under this Agreement which includes administering and confirming Bookings and collecting payment on behalf of the Venue Host.
- 4.2 Whilst we endeavour to ensure the Spaces marketed on the Platform are of a satisfactory quality, we offer no warranty as to a Space's suitability for your requirements. Similarly, we will have relied on the Venue Host for details about a Space provided on the Platform and we offer no warranty in relation to these details.
- 4.3 Unless stated otherwise in these Terms, once we have confirmed your Booking we have no further obligation to you in relation to the Space, and all responsibility lies with the Venue Host.

5. Complaints and Disputes

- 5.1 You agree that if you have any dispute with a Venue Host concerning them or their Space you will attempt to resolve it in the first instance by directly communicating with the Venue Host.
- 5.2 Please note that we release Hire Charges to our Venue Hosts at the end of the month during which the hire occurs (or earlier at our discretion). If you have a genuine complaint and wish us to withhold the Hire Charges from the Venue Host you must inform us within 24 hours from the end of the relevant hire period.
- 5.3 In the event that we determine that a Venue Host should make a refund or other payment to you and if we are holding funds on behalf of the Venue Host we may make the refund on the Venue Host's behalf (but we are not under any obligation to do so). We have authority from the Venue Host to utilise withheld funds to satisfy genuine complaints but we will not ourselves pay any compensation or refund in relation to a Space. If you make a complaint after we have paid the Venue Fee to the Venue Host then we will not be able to offer any financial compensation or refund.
- 5.4 If you are unable to substantiate your complaint or if you fail to cooperate with us then we will release the relevant fees to the Venue Host.

5.5 A Venue Host may raise a dispute in relation to a Client. We will seek to resolve the dispute and we may request that you make a further payment to the Venue Host.

6. Cancellation Process

6.1 The cancellation policy that applies to a Booking will be, unless specified otherwise in the Venue's Listing, our standard cancellation policy. Any applicable refund or cancellation fee will be calculated in accordance with the terms of the cancellation policy agreed in the Hire Agreement.

6.2 Our standard cancellation policy is set out below.

6.3 If you have made a Booking more than six weeks in advance of the hire period, the following cancellation policy will apply (unless another policy is specified in the listing for the Space):

Cancellation Date	Refund
More than six weeks in advance of the hire period	Full refund
Up to 7 days in advance of the hire period	50% refund
Less than 7 days in advance of the hire period	No refund

6.4 If you have made a Booking less than six weeks in advance of the hire period, the following cancellation policy will apply (unless another policy is specified in the listing for the Space):

Cancellation Date	Refund
Within 48 hours of making the Booking	Full refund
Up to 7 days in advance of the hire period	50% refund
Less than 7 days in advance of the hire period	No refund

6.5 A Booking can be rescheduled at no cost up to two weeks before the start of a hire period, or for a fee of £25 less than two weeks in advance of the start of a hire period.

6.6 We do not accept any responsibility for any cancelled bookings and will not be liable for any fees, costs, expenses, or losses incurred by either a Client or a Venue Host as a result of a cancelled booking.

6.7 If a Venue Host needs to cancel a booking due to exceptional circumstances beyond their reasonable control, they (through us) will attempt to arrange for a suitable alternative Space to be booked through us. If a suitable alternative cannot be arranged, we will refund all fees paid in respect of the booking but neither we nor the Venue Host will be obliged to pay any further compensation or damages.

7. Your obligations

7.1 You must:

7.1.1 agree to observe and act in accordance with the relevant Hire Agreement;

- 7.1.2 act with suitable consideration for the Space and the Venue Host's property;
- 7.1.3 while attending a Space, not act in any way which is offensive, rude, illegal or which might cause distress to others;
- 7.1.4 provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;
- 7.1.5 not deal with the Venue Host in any way which could be deemed to be harmful to the business or reputation of Sharesy or do anything which might adversely affect our relationship with a Venue Host;
- 7.1.6 use the Platform in accordance with these Terms and not in any way which may affect the reputation of Sharesy or the use and enjoyment of the Platform or our Services by any other users or third parties; and
- 7.1.7 where applicable, only provide us with credit or debit card details for which you are the sole account holder.

8. Termination and suspension

- 8.1 We may suspend your Account at any time should you be in breach of this Agreement. Furthermore if you have not registered with us we may suspend your access to the Platform or the Services if we believe you to be in breach of this Agreement.
- 8.2 If we suspend your Account or access to the Platform for any reason we may refuse to provide you with any Services including the right to make any further Bookings. If you attempt to circumvent this clause by attempting to create a new account we reserve the right to terminate this Agreement and any existing Account you may have.
- 8.3 We may terminate this Agreement and your Account at any time if:
 - 8.3.1 you are in breach of any term of this Agreement;
 - 8.3.2 we suspect that you are about to commit a breach of this Agreement;
 - 8.3.3 you become or we suspect that you are about to become insolvent.
- 8.4 Upon termination you will no longer be able to use our Services or make Bookings through us. If when we terminate this agreement you have any

outstanding Bookings for which you have made pre-payment we may refund you accordingly. Any such refund is at our absolute discretion.

9. Your liability and indemnity

9.1 You agree to indemnify us for any claims or legal proceedings that may be brought against us and for any loss or damage we may suffer or incur as a result of :

9.1.1 your breach of the terms of this Agreement; or

9.1.2 your breach of the Hire Agreement ; or

9.1.3 your actions in relation to the Services, the Platform, the Space or the Booking.

10. Our liability

10.1 We will not be liable to you for any business, financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any services we provide to you under, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud, wilful concealment or theft.

10.2 For the avoidance of doubt, the liability excluded under clause 10.1 includes any loss arising from your dealings with any Venue Host or arising from the Space and we shall have no liability to you whatsoever for any act or omission of the Venue Host in connection with the Space or your Booking.

10.3 Our liability to you for all losses under this Agreement (subject to any liability in accordance with clause 10.5 below) is limited to Booking Fee paid by you to us.

10.4 No claim may be brought against us in relation to this Agreement more than 12 months following the hire of a Space to which the claim relates.

10.5 Nothing in this agreement limits or excludes our liability for death or personal injury arising as a result of our negligence or the negligence of our employees, agents or self-employed contractors or for fraud or fraudulent misrepresentation.

10.6 You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Platform and Services and responsibility for the Space and fulfilment of a Booking lies solely with the Venue Host for whom we act only as an agent in a limited capacity.

11. Data Protection

11.1 We agree to comply with our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these terms means the Data Protection Act 1998 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation (“Data Protection Legislation”).

11.2 For further details on how we comply with Data Protection Legislation please refer to our Privacy Notice.

12. Confidentiality

12.1 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other’s business or affairs other than to its employees, associates or contractors (if any) who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. Either party may upon termination of this agreement require by notice in writing to the other party the destruction or return of any confidential material in that party’s possession or control. The confidentiality obligation set out here shall expire 3 years after the expiry or termination of the agreement.

13. General

13.1 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

13.2 By entering into this Agreement you also agree to our Privacy Notice which is available via the Platform.

13.3 Any notice to be served on us shall be sent by pre-paid recorded delivery, registered post or email via the contact details provided at the beginning of

- these terms or such other physical or electronic address as may be notified by one party to the other.
- 13.4 Any notice to be served on a Client shall be sent by pre-paid recorded delivery, registered post or email to the address of the relevant party shown in the relevant party's profile or such other physical or electronic address as may be notified by one party to the other.
- 13.5 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.6 We will be entitled to assign or sub-contract our obligations under this Agreement.
- 13.7 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.
- 13.8 Each party acknowledges that the Agreement, including the Privacy Notice, contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.
- 13.9 You agree that these terms are fair and reasonable in all the circumstances. However, if any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 13.10 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement

conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

- 13.11 Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 13.12 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. You agree to submit to the exclusive jurisdiction of the English courts.