

Guest Reservation Agreement, UK

Agreement with Lifealike Limited ("Lifealike", "we" or "us") to supply reservations services to Guests.

1. Contract Status

1.1 This agreement is between the Guest named on the Booking Summary ("you") and us in relation to the provision of reservation and payment services ("Guest Reservation Services") relating to the booking of accommodation (the "Accommodation") listed by users ("Homeowners") on the website: www.book-smarter.com (the "Website").

1.2 We provide you with access to the Website to make a booking with Homeowners ("Booking") and we arrange for payment to be made between you and the Homeowner.

1.3 When making a Booking you will contract directly with a Homeowner for accommodation of the Property by agreeing to the Accommodation Agreement. The Homeowner is giving you a licence to occupy the Accommodation during the agreed period as set out in the Booking Summary or agreed with your Agent ("Licence Period"). You are not a tenant of the Accommodation and you have not been granted exclusive possession of the Accommodation. The Homeowner is granting you a limited licence to use the Accommodation pursuant to the Accommodation Agreement, your Confirmation of Booking and Home Rules.

1.4 The managing agent will be your first point of contact for arranging the provision of services to be provided to you during your stay at an Accommodation in accordance with a form Guest Services Agreement provided at the time of your Booking. The provision of services will be an arrangement directly between yourself and the third party company providing the services.

1.5 In this agreement you authorise us to confirm the booking on your behalf with the Homeowner (and/or any representative of the Homeowner as the case may be) and to hold payment on your behalf in accordance with your agreement with the Homeowner.

1.6 We are not a party to any agreement or transaction between Homeowners and Guests and we are not liable in respect of any matter arising which relates to a Booking.

1.7 We are not a travel agent, travel seller or reseller nor are we a travel promoter. We are not selling or promoting timeshares nor are we recommending any particular properties or ensuring that such property will meet the specific needs or criteria of any person and we will not be letting, sub-licensing or otherwise creating any interest in the Accommodation to you.

2. These Terms

2.1 We agree to provide the services set out below to you, the Guest, in accordance with these terms and conditions. We may need to vary these terms from time to time and, in the event that we do vary these terms we will email a copy of the revised terms to you. If you do not accept the revised terms you will be entitled to terminate your agreement with us. However, any bookings that you have made prior to such termination will continue to be binding on you.

3. Our Duties

3.1 In this agreement, we will:

- provide access to an online booking platform for Homeowner's Accommodation available through the Website;
- subject to clause 3.2, provide a standard form of an accommodation agreement applicable to the Homeowner's Property ("Accommodation Agreement");
- collect and hold on your behalf the applicable funds for a Booking;
- liaise with other companies who provide services to you and to the Homeowner to ensure that the booking can proceed smoothly;
- assist with introducing you to a local guest services provider to provide any services relating to your stay at the Accommodation and providing a standard form of guest services agreement applicable to the Homeowner's Property (the "Guest Services Agreement"); and
- assist with finding suitable alternative accommodation for a Booking in the event that a booking cannot proceed to the extent provided for in the Accommodation Agreement (see below for more information).

3.2 Please note that the Accommodation Agreement is between you and the Homeowner and we shall not accept any liability as to the terms and conditions of the Accommodation Agreement to be entered into between you and the Homeowner.

3.3 We agree to provide our services with the skill and care to be expected of an online booking facility. Other than statutory warranties which we are required to provide, we do not give any further warranty and your agreement for the provision of the Accommodation is with the Homeowner.

4. Making a Booking with a Homeowner

4.1 A request for a booking can be made by you on the website on which the Homeowner's property is listed or by phone and email.

4.2 Once you have confirmed your acceptance of a Booking and we have received payment from you of the applicable funds for your Booking, we will notify you and the Homeowner that both you and the Homeowner have confirmed the Booking. You will have made a binding Booking for the Property in accordance with the

Accommodation Agreement. No Booking will be confirmed unless and until you have received a Confirmation of Booking as described in the Accommodation Agreement.

4.3 Subject to clause 4.6 below, you irrevocably instruct us to hold the funds for a Booking in accordance with these terms and the terms of the Accommodation Agreement.

4.4 Please note that in the event that you cancel a Booking you irrevocably authorise us to deduct from the amount we are holding (or charge to any debit or credit card you provided at the time of your booking) any agreed cancellation charge and to remit the cancellation charge to the Homeowner.

4.5 Each Accommodation Agreement represents a licence to occupy a given property on given dates and any variation of the dates or Accommodation, including without limitation, any reduction in the number of days of your Booking or the dates of your Booking will amount to a cancellation of a Booking, unless the Homeowner agrees otherwise.

4.6 Once a booking is confirmed we are irrevocably authorised to deduct our costs and charges and to make payment of the funds paid by you:

- to any supplier of Guest services to you in accordance with the Guest Services Agreement;
- to any relevant tax authorities (in respect of any taxes due for the booking); and to pay the Homeowner or, as the case may be, any representative appointed by the Homeowner.

5. Booking Cancellation Policy

5.1 The cancellation policy for each booking will be set out in the Cancellation Policy and the Accommodation Agreement. At all times we are authorised to collect any funds in accordance with the payment schedule in your Booking

5.2 The Homeowner is not entitled to cancel a booking once a Confirmation of Booking has been sent by us to you. However there may be circumstances beyond the reasonable control of the Homeowner or emergencies in which the Property is unavailable for all or part of a booking and in those exceptional circumstances we will assist the Homeowner to arrange suitable alternative accommodation for you during the term of the booking. You agree that if alternative accommodation with another homeowner registered with us is available then your contract with the Homeowner may be terminated and you authorise us to arrange for a new Accommodation Agreement to be entered into with a new Homeowner.

5.3 In the event that any booking is varied or revised then the cancellation terms will continue to apply to the revised booking.

5.4 You agree that in the event of a cancellation by the Homeowner of a Booking, the Homeowner (and only the Homeowner) will be liable to you as set out in the Accommodation Agreement.

6. Guest Obligations and Homeowner Responsibilities

6.1 In order to allow us to provide the services set out in these terms you agree that you will:

- provide us with complete, accurate and timely information;
- be bound by the terms of the Accommodation Agreement entered into between you and the Homeowner (or any alternative agreement made in connection with a Booking) and the Guest Services Agreement between you and the services provider.
- cooperate fully with us in the provision of the services;
- respond to any requests for confirmations, bookings etc which may be made by us; and
- irrevocably instruct us to hold the payment for a booking under completion of the booking and instruct us to release those funds to you or the Homeowner and/or any representative of the Homeowner in accordance with these terms, the Accommodation Agreement and the Homeowners Agreement.

6.2 In the event a dispute arises between you and the Homeowner you shall use your best endeavours to resolve such dispute with the Homeowner and you will appoint us (or such other company as we may nominate) to mediate any dispute that arises between you and the Homeowner and you agree to cooperate with such mediation.

6.3 Any mediation undertaken by us (or our nominee) shall be non-binding and you hereby release us from any and all liability in connection with such dispute and agree that we will not be liable or responsible in any way in respect of that dispute.

7. Charges and Payments

7.1 You agree to pay the fees applicable to your Booking, as indicated in the Confirmation of Booking you have accepted and which shall include in addition to the funds to be remitted to the Homeowner, all charges and expenses for any additional services.

7.2 If you request services from third party suppliers, invoices will be issued to you in respect of any services provided by third party suppliers which we have paid on your behalf.

8. Liability

8.1 You agree that our liability in respect of any loss under this agreement will be limited in accordance with the terms of this Agreement.

8.2 We will not be liable to you for any indirect or consequential loss or damage such as lost profit, loss of anticipated savings, data loss, lost opportunity, lost bargain, lost reputation or otherwise and whether caused by our negligence, the negligence of our employees or agents or otherwise.

8.3 Our aggregate liability including the liability of our partners, agents, subcontractors and employees under any agreement with you will be limited to the greater of £5,000 or the total amount you have paid to us in respect of the relevant booking.

8.4 No claim may be brought against us more than twelve months following the date of completion of a booking.

8.5 You accept that the limitations of our liability set out above are reasonable in all the circumstances given the limited nature of our duties under this agreement.

9. General

9.1 By entering into this Agreement you also agree to our website terms of use and our privacy policy both of which are available on our website.

9.2 You will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which you owe to us against any amounts that we may owe to you.

9.3 We may use employees or self-employed contractors and we shall have discretion as to which of our employees or subcontractors are assigned to perform any services we provide to you.

9.4 This Agreement is personal to you and may not be assigned.

9.5 If you breach these Terms and Conditions and we decide to take no action or are delayed in taking action, no such failure to take action or delay shall limit our rights to take action and enforce our rights and remedies for that or any other breach.

9.6 We may be required to undertake reporting, record-keeping and identification procedures. We may also seek to verify your details electronically. We may undertake credit reference or other similar searches. On occasions we may need to ask you for ID documents. Where such information is requested, you agree to provide such information promptly.

9.7 We will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control such as acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of utility service, transportation or communications outages, strikes, governmental action, and civil unrest.

9.8 We agree to comply with our obligations under all applicable laws and regulations relating to the data protection and privacy as may be applicable from

time to time, which at the date of these terms means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation (“Data Protection Legislation”). For further details on how we comply with the Data Protection Legislation please refer to our Privacy Policy.

9.9 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

9.10 Each party acknowledges that this agreement (as varied) and the conditions contain 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.

9.11 The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by an English court but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.

9.12 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.

9.13 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England or Wales.

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