

**GUEST AGREEMENT**

## This agreement governs the relationship between you (“Guest”), Truvi Technologies Ltd (“Truvi”) and your Host in any Booking. You should read this agreement carefully and only continue if you wish to be bound by the agreement in its entirety.

##

## BOOKING VALIDATION

## To protect the Host’s interest in the Property, the Guest agrees to complete a Booking Verification. As part of this process, the Guest may be required to verify their identity in advance of the Booking, including providing accepted photographic ID (if applicable).

## The Host or Truvi, acting as the Host’s Agent, may pass the Guest’s details to a third-party provider to carry out ID verification and other checks.

## GUEST OBLIGATIONS AND ACKNOWLEDGEMENTS

## The Guest acknowledges they are liable for all Property Damage above the limit of their chosen Deposit Management Service (if applicable) to, at or in the Property during the Booking which was directly or indirectly caused by their own action or inaction.

## The Guest is liable for the full reservation amount owed to the Host, and any cancellation or refund is subject to the Host’s cancellation terms.

## PROPERTY USE AND CARE

## With regard to their Booking, the Guest agrees to the following conditions:

## to use the Property only as permitted by the Host and always in a reasonable and responsible manner. Parties are strictly prohibited unless pre-authorised by the Host;

## to operate any appliance(s), fixtures and fittings in accordance with provided instructions and in a reasonable and careful manner;

## to take full responsibility for the conduct and behaviour of any person(s) they have permitted to enter the Property;

## to ensure the Property is adequately secured at all times and in accordance with the Property’s house rules;

## to take care to avoid blocking or causing damage to drains or sanitary appliances; and

## to keep the Property appropriately and safely ventilated to ensure there is no build-up of damp, moisture, cooking smells, smoke, grease or similar.

## For the avoidance of doubt, all obligations in respect of the Property apply equally to any building of which the Property forms part and in relation to any access, parking, or right of way associated with the Property.

## PROPERTY DAMAGE

## Wherever possible, the Guest shall take a photographic record of the Property at the start and the end of the Booking. In the event the Guest does not do so, the Guest acknowledges that it may be difficult for them to prove that any Property Damage was not caused by them.

## On becoming aware of any Property Damage or similar, the Guest shall act without delay and take all reasonable steps to minimise its effects, including but not limited to, steps to prevent it from worsening and/or causing nuisance to the occupier of any neighbouring premises. The Guest shall report any such Property Damage to the Host as soon as reasonably practicable.

## In accordance with Clause 2.1, the Guest is liable for all Property Damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction. In addition to any liability for Property Damage, the Guest agrees to compensate the Host for any fees or charges payable that were stated within the Host’s terms or Listing, including compensation to occupiers of neighbouring premises caused by the Guest's actions, inactions or their failure to fulfil any of the obligations in this agreement.

## The Guest acknowledges that the cost of Property Damage will be determined at Truvi’s sole discretion after considering all evidence and the above factors.

## TRUVI ADJUDICATION SERVICE

* 1. The Guest will be given an opportunity to submit relevant evidence to the Truvi Adjudication Service before a finding is made.

## To quantify the Guest’s liability, Truvi may take into account certain factors including but not limited to the following:

* + 1. the cost of rebuilding or repairing the Property Damage to a condition equal to but not better or more extensive than the condition at the start of the Booking;
		2. depreciation based on the expected lifetime of the item(s) within a rental environment, that has suffered Property Damage; and/or
		3. any financial contribution which has been made towards the Property Damage by the Guest and/or any third party, including from the sale of any item which has suffered Property Damage and any relevant Deposit Management Service.
	1. The Guest acknowledges and agree that the decision of the Truvi Adjudication Service is final and binding upon them and constitutes final determination of any Charges due and payable by the Guest in respect of the Booking.
	2. This does not impact the right of the Guest to bring independent legal proceedings in respect of a Booking should they wish to challenge the final decision of the Truvi Adjudication Service.

## GUEST WARRANTY AND LIABILITY

* 1. The Guest understands and agrees that they remain liable to pay any sums owed to the Host under this Agreement on a joint and several basis with any other Guests.

## AGREEMENT

## This agreement sets out the terms on which Truvi provides Services in respect of a Booking. By entering into this agreement, you also agree to our Website Terms and Privacy Policy which you can find at www.Truvi.com. It is important that you read this agreement carefully as your continuation through the Booking Verification process constitutes acceptance of these terms and the associated obligations.

## To the extent this agreement is signed by an Agent or representative of a Guest, it is deemed to also bind the Guest and confirms their acceptance to the terms of this agreement.

## You agree that Truvi may pass on certain information from the original Booking or evidence submitted in relation to Property damage via Truvi’s Adjudication Service to the Host in connection with the Booking (if relevant).

##  In the event that you default on payments related to Property Damage you are liable for, we maintain an internal watchlist. You may be added to this watchlist until any outstanding balance after the due date is settled. Once the payment is received and the balance is cleared, you will be promptly removed from the watchlist. You can find more information regarding the watchlist via our FAQs at [www.truvi.com.](https://www.truvi.com)

## GENERAL

## Notices under this agreement will be in writing and delivered by email. Any notice sent to the Guest by email will be deemed received eight hours after the email is sent, unless or in the event notification of non-delivery is received. This clause 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.

## The unenforceability or invalidity of any clause in this agreement shall not have an impact on the enforceability or validity of any other clause.

## This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The Host and Guest agree to submit to the exclusive jurisdiction of the English courts.

**APPENDIX**

**INTERPRETATION**

1. The definitions and rules of interpretation which apply in this agreement:

“**Accidental Damage**” means unforeseen and unintentional damage to any Property, its fixtures and/or fittings, or its Contents caused by a Guest during a Booking. For the avoidance of doubt, this does not include wilful or deliberate action or inaction, Cosmetic Damage, Wear and Tear or Acts of Nature;

“**Acts of Nature**” means (but is not limited to) earthquakes and weather-related events such as hurricanes and tornadoes;

“**Agent**” means any party providing services on behalf of a third party, for example Truvi undertakes Verifications as an agent of a Host;

 “**Approved**” means a status allocated to a Booking with no significant risks identified following Verification;

“**Booking”** means a confirmed stay that has been submitted to Truvi;

“**Charges**” means any lawful charges levied against the Guest in respect of their use of the Property during the Booking;

“**Contents**” means household goods and other personal property contained within a Listing, including art, antiques and collectable items. For the avoidance of doubt, this does not include:

1. animals including pets and livestock;
2. currency, cheques, credit cards, postal orders, travellers’ cheques, money orders, crossed bankers’ drafts, current postage stamps, gift vouchers or tokens, customer redemption vouchers, travel tickets precious metal in bullion form, notes or securities
3. jewellery, watches, gemstones, handbags, furs,

unless in the case of b) and c) above, the items are stored in a locked safe inaccessible to Guests;

“**Cosmetic Damage**” means damage that does not impact the likelihood of a Property receiving a Booking, or adversely impact the functionality of the Property’s fixtures and/or fittings, or its Contents. By way of example (but not limited to) damage that consists solely of scratches, scuffs, marks or dents;

“**Deposit Management Services**” means deposit or waiver Services provided by Truvi, which can be purchased either by the Host or the Guest to protect a Booking;

“**Group Company**” means a parent, subsidiary or related company of Truvi;

“**Guest**” means both the lead guest who makes a Booking and any accompanying occupants;

“**Guest Agreement**” means the governing terms in place between the Guest, the Host and Truvi;

“**Home Standards**” refers to a set of standards and best practices that ensures a Listing is safe, fully functional and as advertised, including but not limited to:

1. appropriate sleeping areas, hot and cold running water, and a functional sewage system;
2. adequate protection of the property, including locks and/or other security devices (as appropriate); and
3. functioning utilities, such as wifi, air conditioning and heating (as advertised);

“**Host**” means an approved accommodation property advertiser who is advertising approved Listings on a recognised STR Platform;

“**Listing**” (also “**Property**”) means any residential property (including but not limited to campervans, boats, mobile homes, and any other impermanent structures), which a Host has the legal and/or contractual right to offer to Guests and which complies with Home Standards;

**“Malicious Damage”** means damage that is not Accidental Damage;

“**Partner**” (also “**Client**”) means any third party who has an ongoing commercial relationship with Truvi bound by agreed contractual terms;

“**Platform”** (or “**STR Marketplace**”) means any digital interface through which Truvi provides its Services;

“**Property**” see “**Listing**” definition;

“**Property Damage**” means the damage caused to any Property, its fixtures and/or fittings, or its Contents, caused by the actions or inactions, whether accidental, deliberate or otherwise, of a Guest (or any accompanying occupants) during a Booking. For the avoidance of doubt, this does not include Cosmetic Damage and/or Wear and Tear;

“**Services**” means the Services provided by Truvi to the Host;

**“Theft”** means intentional stealing by a Guest from the Property during a Booking, as well as stealing that has occurred due to the actions and/or inactions of a Guest. For an incident of Theft to be raised under these terms, the Host must submit to Truvi proof of the existence of the Content in the Property before the Booking (such as timestamped pictures or invoices) and proof of the absence of the Content during or after the Booking (such as videos or timestamped pictures). Truvi also requires the Host to file a police report and submit that as evidence to Truvi. In cases where the Guest is not the alleged thief but is presumably at fault due to negligence, the same evidence mentioned above is required, along with proof that the Guest agreed to take preventive measures.

“**Truvi**” (also the “**Company**”) means Truvi Technologies Limited and/or any Group Company. Truvi shall also mean Truvi.com and any other Truvi branded websites, web pages, mobile websites (collectively, the “**Site**”), and any mobile applications (the “**App**”) owned and or operated by Truvi;

“**Truvi Adjudication Service**” means a mechanism used by Truvi to resolve Property Damage related disputes between Hosts and Guests;

“**Verification**” (also “**Verify**”,” **Verified”**) means the protocols and processes performed by Truvi in order to allocate a status to any Booking, can also be referred to as “Screening”.

“**Watchlist**” means an internal Truvi-owned database of third parties that will not be given Approved status by Truvi based on the outcome of a Verification, intelligence and/or previous experience; and

“**Wear and Tear**” means the type of gradual deterioration to a Property’s fixtures and/or fittings, or its Contents which could reasonably be expected through normal usage over time.

1. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.