

BREAKAWAY LODGES LIMITED

TERMS AND CONDITIONS FOR PROPERTY OWNERS AND GUESTS

1. Introduction

- 1.1. In these terms and conditions, "Breakaway" or "us/we/our" means, Breakaway Lodges Limited, a company incorporate under the Companies Acts, registered in England and Wales and having its registered office at Warwick Mill Business Centre, Warwick Bridge, Carlisle CA4 8ER. Its registered number is 10612623.
- 1.2. These Terms and Conditions ("Conditions") apply to the services provided by Breakaway to holiday makers or business travellers and property owners in proving an on-line platform for property listings and rental bookings. Breakaway provides these services through its website, www.breakawaylodges.com ("Breakaway Website") These Conditions and the Breakaway Privacy Policy (<https://www.breakawaylodges.com/privacy-policy>) form a legal contract between Breakaway and "You", the guest (which includes anyone travelling with you) or property owner. In using the Breakaway Website You agree that you are bound by the Conditions. Since this is a legal contract, only guests and property owners who are old enough or capable of entering into legal contracts may use our services. The services are only provided to UK residents.
- 1.3. Breakaway reserves the right to change the Conditions from time to time or bring them to an end and cease trading. We will notify subscribers to our services of changes or if we bring the Conditions to an end. However, you must check the Breakaway Website from time to time to make sure that You keep up to date with any changes. You will be legally bound by the Conditions which apply at the time you interact with the Breakaway Website.

2. Breakaway Services

- 2.1. The Breakaway Website connects guests and property owners by providing lists of properties available for let. Breakaway only provides the means by which property owners and guests connect. Breakaway has no liability for any losses of owners or damage caused to properties by guests nor for any other loss sustained by either guests or owners. Responsibility for cleaning and maintaining properties falls to the owners of those properties. We do not have any involvement in the relationship between those owners and guests and nor can we be involved in any disputes that arise. This exclusion applies even where we provide documentation such as rental agreements as a template for owners and guests to use.
- 2.2. Guests agree to comply with any relevant laws, rules and regulations which apply when they use the Breakaway Website or any rental documentation we provide. Property owners also agree to comply with any relevant laws, rules and regulations which apply to the rental of their property and the rental business they carry on. Breakaway can be under certain legal obligations where it provides documentation to owners and guests. However, it is not liable to the owners or guests for that compliance and such compliance is at its own discretion.
- 2.3. Breakaway accepts no responsibility for the content of the listings of properties available for guests as it does not control that content. We cannot guarantee accuracy of that content. We facilitate the relationship between property owners and guests and communications between them. Bookings made by a guest result in a contract between him/her and the property owner. We will provide a means on the Breakaway Website for guests and property owners to make contact but that is the extent of our involvement and we have no responsibility for and accept no liability for the content of those communications.

3. Guest Bookings – How Does it Work?

- 3.1. Property owners are responsible for all information in the property listings on the Breakaway Website. This includes any text or pictures. The owners are responsible for and must update the content of the listings where any changes occur in the property available for let.

Although property owners may manage bookings through the Breakaway Website, listing changes can only be made by us. If changes are to be made to listings, property owners must provide reasonable notice to allow those changes to be made.

- 3.2. A guest can register an interest in letting a property found using the facility on the Breakaway Website. We will then pass that interest to the property owner and let the guest know that the interest has been registered.
- 3.3. The Breakaway Website provides a facility for property owners and guests to communicate with each other but it is open to guests and property owners to communicate in the way that best suits them. In general, we will take telephone enquiries from guests and pass them to property owners. Online bookings are made through the Breakaway Website which links to an online booking platforms subscribed to by us. Although we provide that service and will use reasonable endeavours to provide that service efficiently at all times, we do not accept liability for this platform. Where a booking is accepted, guests will pay using the payment facilities on the Breakaway Website. These payments are subject to the terms of the provider of our payment services. At the date of publication of these terms, that provider is Worldpay. More information can be found at www.worldpay.com/uk
- 3.4. Upon the confirmation of a booking of a guest being issued, a % deposit (determined by the property owner) must be paid to us by the guest within 4 days to secure the booking, a booking fee is also payable by the guest of £15. The deposit is refundable up to a period prior to arrival date (set by property owner) and booking fee is **non-refundable**. The balance of the charge must be paid no later than 8 weeks before the date of arrival of the guest. Guests cancelling a booking after payment of the balance of the fee but prior to 8 weeks before the arrival date will receive a refund (% set by owner) of the balance. It will be at the discretion of the property owner whether to provide guests with any refund for bookings cancelled less the 8 weeks before the booking date.
- 3.5. Some property owners will require a damage deposit to be provided in addition to the booking deposit. Further details are provided in the individual property listings. We will hold the damage deposit to the order of the property owner. Provided that no damage has occurred during the guest's stay, we will refund the deposit in full. Where damage has been sustained, we will use reasonable efforts to facilitate an agreement between the property owner and the guest as to the amount of the damage deposit which must be paid over to the property owner. However, the extent to which we continue to remain involved in such negotiations between property owners and guests is entirely within our discretion.
- 3.6. Once payment has been made by guests, we will account to the property owners for the charges on a monthly basis and make a deduction of our commission which will be subject to VAT. VAT is not levied by us on any other charges we collect for property owners.
- 3.7. Payments made by credit card may attract a processing charge which we reserve the right to pass on to property owners in addition to our commission.
- 3.8. Breakaway cannot guarantee the security of communications between property owners and guests through the Breakaway Website and accordingly guests **must not** include any personal or sensitive data in such communications such as phone numbers or email addresses. We reserve the right to remove such information and any other information we consider inappropriate (in our sole discretion). All personal data we hold will be processed in accordance with our Privacy Policy (<https://www.breakawaylodges.com/privacy-policy>).
- 3.9. We require property owners to respond to all enquiries as soon as reasonably possible, and in any event within 24 hours in the absence of exceptional circumstances. Property owners may only refuse bookings made through the Breakaway Website in exceptional circumstances and we reserve the right to remove properties from the Breakaway Website where such a refusal is made without valid reason. We accept no liability to guests where bookings are refused unless we are at fault. Any bookings finalised and accepted through the Breakaway Website must be honoured by property owners even in the event of a

removal of a property from the Breakaway Website after the finalisation of the booking. Unless we are at fault or have acted contrary to these Conditions, we will have no liability to guests where such bookings are not honoured.

- 3.10. On occasion, property owners and guests do have dis-agreements and, at our entire discretion, we may use reasonable efforts to facilitate an agreement being reached between them. This is a gesture of goodwill to our customers and where agreement cannot be reached within a reasonable period, we will cease to be involved.
- 3.11. We strongly advise all users of the Breakaway Website to print copies of important messages.

4. Searches

Breakaway cannot guarantee the accuracy of search results and ranking of properties depends on a variety of factors including the criteria entered by the guest and the features of the property supplied by the property owner. Guests accept that searches may not yield results which provide information on all suitable properties.

5. Breakaway Duties and Rights

- 5.1. Breakaway is not responsible for the reproduction of images provided by property owners but will endeavour to reproduce them as best we can on the Breakaway Website. Guests accept that images may deviate from the real situation.
- 5.2. Breakaway must sometimes upgrade and maintain the Breakaway Website and its platforms and systems. While we will endeavour to carry out these changes at convenient times, it may be that there will be interruptions to services. Breakaway does not accept any liability for these interruptions.
- 5.3. Breakaway cannot unfortunately guarantee that purported guests and property owners interacting with the Breakaway Website are genuine and we are not able to carry out checks for identity. We strongly recommend independent checks to be carried out both by property owners and guests in addition to using the communication tools we provide as these are not a guarantee of identity.
- 5.4. Registered users of the Breakaway Website agree to keep all of their personal information such as passwords and email address secure and confidential and only to pass details onto trusted third parties. If you have a new registered email address, please notify us immediately. If you believe that your information has been compromised in any way, you agree to change it and notify us. You are responsible for your personal information and Breakaway cannot be liable for any loss incurred through unauthorised use of your information on the Breakaway Website.
- 5.5. Breakaway may at any time, assign these Conditions to another party and enter into sub-contracts. This will not affect your statutory rights or any other claims you may have against Breakaway under the Conditions.
- 5.6. Breakaway will not tolerate discrimination or any form of harassment or intimidation in any form from guests or property owners and we will deny the use of the Breakaway Website to any users who exhibit or promote such behaviour.

6. Our Intellectual Property

- 6.1. The Breakaway Website and all of its content is protected by copyright and database rights. Other than as set out in 7.2, no one may reproduce the Breakaway Website or any part of it and may not copy text, graphics or designs.

- 6.2. Breakaway does permit users of the Breakaway Website to print material for their records or as evidence of bookings or communications provided that appropriate attribution is given to Breakaway and that it is clear that copyright rest with us.
- 6.3. Any material posted on the Breakaway Website either by a guest or property owner must not contain work protected by third party intellectual property rights unless the third party's permission has been granted. Property owners and guests indemnify Breakaway against any losses it incurs arising from a breach of this undertaking.
- 6.4. Breakaway may use any material introduced into the Breakaway Website and accordingly, guests and property owners grant or shall procure the grant to us of a non-exclusive, royalty-free and perpetual right to use, reproduce, modify, adapt, distribute, publish, create derivative works from and publicly display any such material.

7. **Accuracy of Communications**

- 7.1. Any communications from guests or property owners with the Breakaway Website must be true and accurate as regards identity, legal capacity and residence. Guests will have the facility to post reviews of properties which must comply with condition 10 of these Conditions. Breakaway accepts no liability for these reviews. We will use our right to review and remove content under condition 11 where we deem it desirable to do so in our sole discretion.
- 7.2. Breakaway Website must not be used for the purposes of sending any spam or other unsolicited communications and users must not disclose personal information to or of a third party through the Breakaway Website. We cannot be responsible for any such disclosures and you will indemnify us against any losses we incur arising for a breach of this Condition.
- 7.3. Breakaway's Privacy Policy can be accessed by following the link [<https://breakawaylodges.com/privacy-policy>]. Guests and property owners consent to the use of their data in accordance with the Privacy Policy. This consent includes the disclosure by us of property owners' information to prospective guests.

8. **Indemnity**

You agree to indemnify Breakaway and its officers and employees and hold them harmless against any claims, actions, demands, losses, damages, fines, penalties or other costs or expenses of any kind arising out of, or in connection with: (a) any material or content you provide to the Breakaway Website; (b) your use of any content on the Breakaway Website; (c) any breach by you of these Conditions; or (d) the occupation of a property. Breakaway will use reasonable endeavours to provide notice to you promptly of any such claims.

9. **Protection of the Breakaway Website**

- 9.1. You must not do any of the following with respect the Breakaway Website:
 - 9.1.1. whether automatically or manually, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile it or its content;
 - 9.1.2. use it or any of our platforms or systems for purposes other than those referred to in these Conditions;
 - 9.1.3. use our tools and services for the purpose of booking a property for rent other than properties we have agreed to list for property owners;
 - 9.1.4. upload or send to the Breakaway Website any material which might damage Breakaway's computers or networks, breach any relevant laws or introduce viruses;
 - 9.1.5. post or transmit any abusive, defamatory, obscene, vulgar, indecent, sexually explicit or pornographic material;

10. **Control of Content**

Breakaway will continually review any material introduced to the Breakaway Website or its platform or systems and reserves the right to delete or alter such material if it ceases to be accurate or is otherwise in breach of any of the requirements of these Conditions.

11. **Notices**

11.1. Notices given by you under these Conditions must be in writing and shall be deemed to have been given if left at or sent by registered post, courier or by fax to our registered address. We will be permitted to serve formal notices on you by e-mail.

11.2. Any notice shall be deemed to have been received by the addressee simultaneously with the delivery or transmission if sent by hand or if given by fax or email or two days following the date of dispatch if sent by registered post or courier.

12. **Our Liabilities**

The Breakaway Website is a limited facility for property listings and communications between property owners and guests and accordingly you accept that is reasonable for Breakaway to limit its liabilities as follows:

12.1. Breakaway will not be liable in contract, delict (including negligence or breach of statutory duty) misrepresentation or otherwise under or in connection with these Conditions for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known:

12.1.1. loss of actual or anticipated profits;

12.1.2. loss of business opportunity;

12.1.3. loss of anticipated savings;

12.1.4. loss of goodwill;

12.1.5. loss of data; or

12.1.6. any indirect, incidental, special, punitive or consequential loss or damage howsoever caused.

12.2. Breakaway has no responsibility for arranging insurance. Guests must make their own arrangements for travel insurance. Property owners must insure their properties and have adequate public liability insurance in place. We reserve the right to check the validity of such insurance at any time.

12.3. Breakaway cannot provide advice on taxation of property owners and has no liability for any taxes levied upon property owners as a consequence of the use of their properties for letting.

12.4. All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the performance or non-performance of any services by us are excluded to the extent permitted by law except to the extent expressly set out in these Conditions.

12.5. Nothing in these Conditions shall operate to exclude or restrict our liability to you for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation or for any other liability that cannot, as a matter of law, be limited or excluded.

13. **General**

13.1. These Conditions are governed by the laws of Scotland and subject to the exclusive jurisdiction of the Scottish courts.

- 13.2. The entire agreement between Breakaway and property owners and guests are constituted by these Conditions and the Privacy Policy.
- 13.3. No failure or delay by us to exercise any right or remedy arising under, or in connection with, these Conditions (collectively, any "action") will act as a waiver, or otherwise prejudice or restrict our rights, in relation to that action or any other contemporaneous or future action.
- 13.4. The headings to the Clauses in these Conditions are for reference only and do not affect their interpretation or meaning.
- 13.5. If any of these Conditions is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these Conditions. If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.