

Venue Host and Sharesy Terms

Last updated 15th January 2025

1. These Terms

- 1.1 The website [www.sharesy.com] and any of our mobile applications (the "Platform") is an online platform that connects the owners of community spaces ("Venue Hosts") with individuals ("Guests") seeking to hire a community space(s) (each "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 Sharesy Ltd C/o BBK Partnership, 1 Beauchamp Court, 10 Victors Way, Barnet, Hertfordshire, EN5 5TZ. If you have a query or would like to speak to us about these terms, please contact us by email at [help@sharesy.com].
- 1.3 These terms apply to all services provided or arranged by us to Venue Hosts ("Services"). These terms do not apply to services we provide to Guests or to the hire by Guests of the Space itself. Space hire from a Venue Host is dealt with under our standard Venue Hire Terms, together with your House Rules and the confirmation email sent by us (together the "Hire Agreement") made between you and the Guest and we will not be a party to that agreement. Please note that although we provide standard Venue Hire Terms we are not a party to the Hire Agreement.
- 1.4 We do not own, control or manage any spaces listed on the Platform. Our terms of use with Guests are also available separately here [sharesy.com/client-hirer-terms].
- 1.5 In these terms "you" refers to Venue Hosts.

- 1.6 Please read these terms carefully to ensure you understand them. By partnering with Sharesy and adding your listing to the Platform, you are agreeing to these terms. The terms may be varied at any time by posting amended terms on the Platform. The terms which will apply to a booking will be those terms applicable at the time your booking is confirmed.
- 1.7 These terms relate to your use of the Platform once you have created an account. Please also see our [Data Protection Notice](#) for information about how we collect and use your personal data and for information about cookies.
- 1.8 If we are processing personal data on your behalf as a data processor then our separate data processing agreement will apply - a copy of which is available on request.

2. Creating your account and listing

- 2.1 To use our Services, you will be required to accept these terms and create an account to manage the listing for your Venue and Spaces on the Platform.
- 2.2 To create a Venue listing you must:
 - 2.2.1 be at least 18 years of age;
 - 2.2.2 be a business customer or organisation (Venue Hosts cannot be individuals); and
 - 2.2.3 be authorised by the company or organisation that you work for to create an account and a listing for your Venue.
- 2.3 All the information you provide when creating your account and listing must be truthful and accurate. You will be required to create a password and you should take care that your password is protected at all times. The protection of your password is your responsibility and you are solely responsible for the unauthorised use of your password or unauthorised access to your account. We

may suspend or terminate your access to the Platform at any time with or without notice.

- 2.4 To create an account you will be required to submit specific information about your company or organisation including your name, email address, telephone number and information about the company or organisation you work for. Your account details will be private.
- 2.5 As well as your public listing, you will also have a private dashboard to manage your Venues ("Profile"). Your Profile is private and will not be visible to Guests or any users of the Platform. Guests will be able to communicate with you via the Platform using details provided in your public listing or by emailing or calling you directly, when agreed with Sharesy.
- 2.6 To market a Space, you will be required to create a Space listing ("Listing") that includes:
 - 2.6.1 a detailed description (including photographs) of the Space;
 - 2.6.2 the type of hire offered at the Space;
 - 2.6.3 the availability of the Space;
 - 2.6.4 the applicable cancellation policy (if it differs from our standard cancellation policy); and
 - 2.6.5 any specific rules or restrictions that apply to the Space ("House Rules").
- 2.7 You must provide us with any other information relating to you or the Space as we may reasonably request at any time.
- 2.8 We will review the Listing and we reserve the right to approve, decline or amend the Listing. In the event that we decide to decline or amend the Listing we will contact you via the email address provided when you created the Listing with our reasons for

declining the Listing or with our suggested amendments to the Listing.

- 2.9 Once a Listing is approved it will be posted to the Platform and will be publicly available to all users of the Platform.

3. Pricing

- 3.1 You are responsible for the accuracy of all information in your Listing and any information you provide to us in relation to a booking. We will endeavour to ensure that any changes you request to your Listing that meet our Listing criteria will be updated within 2 business days of receiving your request.
- 3.2 We reserve the right to conduct a physical inspection of the Space at any time providing such notice as we consider reasonable in the circumstances. We may remove your Listing if the Space does not conform to the information you have provided or our standards or we believe you to be in breach of your obligations under these terms.
- 3.3 In addition to marketing the Listing on the Platform, we will be entitled to display details of the Listing (and the Space) or market the Listing (and the Space) on all usual social media platforms, third party websites or send promotional emails to Guests or other third parties and provide such information about your Listing as we may deem appropriate to promote your Listing or to promote Sharesy.
- 3.4 We reserve the right to add supplementary Platform fees to the Guest, as we see fit, including administrative charges, credit card fees or any other fees as deemed appropriate. Please note that commission will not be payable to you in relation to these charges.

4. Availability Calendar

- 4.1 Each listing on the Platform will display a calendar of dates during which a Space is available or unavailable for bookings

(“Availability Calendar”). It is your responsibility to ensure the Availability Calendar is accurate as far as reasonably practicable and must be updated at least three months in advance of the relevant hire period. You agree that as soon as reasonably possible following confirmation of a booking of a Space (either via the Platform or by any other means) you will update the Availability Calendar.

5. Booking Process

- 5.1 A booking for hire of your Venue (“Booking”) will be dealt with in accordance with these terms.
- 5.2 To enquire about a Listing or request to view a space before making a Booking, a Guest can seek to contact you through Sharesy using information available in your public listing.
- 5.3 You are not obliged to arrange a viewing with a Guest and an enquiry can be submitted without requesting a viewing. It is the responsibility of the Guest to assess whether a Space will be fit for the Guest’s intended purpose.
- 5.4 It is your responsibility to hold the viewing and of the Guest to attend the viewing. We will not attend the viewing and we do not accept any responsibility or liability for any loss incurred by a party if the other party fails to attend a viewing.
- 5.5 A Guest can make a Booking through the Platform at any time. Sharesy will confirm the Booking by sending you and the Guest a confirmation email (“Confirmation Email”). You are entitled to cancel a booking with no ongoing obligations to the Guest within two business days of the Confirmation Email being sent. The booking will be confirmed once you, the Venue Host, has accepted the booking in the confirmation email.
- 5.6 The Hire Agreement applies between you and the Guest. We are not a party to that agreement and we will not be liable to you, the Guest 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 a Guest.

- 5.7 You appoint us as your agent for the purpose of forming binding agreements between you and any Guest to whom you offer a booking.
- 5.8 Once you have accepted the booking and we have sent a Confirmation email to the Guest, a binding agreement will be formed between you and the Guest. The agreement will be on the standard terms set out in the Venue Hire Terms and will only include such additional terms, requirements, restrictions or rules relating to your Space as specified in the Listing (including the House Rules).
- 5.9 You may not incorporate any further additional terms to the Hire Agreement other than those clearly set out in the Listing, the House Rules and Important Terms sections, unless you have our express approval. You agree not to propose any additional terms or amendments to the Hire Agreement after a booking has been made without our consent. The Guest is not obliged to accept any further terms once we have confirmed a booking on your behalf. Should there be any inconsistency between the Hire Agreement and your own terms, then save as specified in the Hire Agreement, the Hire Agreement will prevail.
- 5.10 If you decline or cancel more than three bookings within a four week period due to inaccurate data in your Availability Calendar, we reserve the right to remove your listing from the platform until such time as you can commit to the accuracy of your Availability Calendar.
- 5.11 We are not obliged to facilitate bookings directly between you and a Guest (or proposed Guest) introduced by Sharesy. We may, at our discretion, accept direct bookings, by agreement in writing with you. If we do permit you to accept direct bookings from Guests then please note that our fees and commission will remain due in full and you agree to report to us with such information as

we reasonably require relating to enquiries and bookings for any Guest or proposed Guest introduced by us.

6. Rescheduling and Cancellation Process

- 6.1 The standard Sharesy cancellation and rescheduling policies are set out on the Sharesy website [here](#). These cancellation and rescheduling policies will apply to each Booking unless a Venue has specified their own cancellation and rescheduling terms on the relevant listing page and/ or at checkout.
- 6.2 There may be circumstances beyond the reasonable control of the Venue Host or emergencies in which the Space is unavailable for all or part of a Hire Period and in those exceptional circumstances the Venue Host will use all reasonable efforts to arrange (through Sharesy) for a suitable alternative space to be made available during the Hire Period (which will, if possible, be of comparable quality and character). If an alternative hosted space is available then your contract with the Venue Host may be terminated and Sharesy will arrange for a new agreement to be entered into with a new Venue Host.
- 6.3 In the event that the Venue Host needs to cancel the Booking or the Space becomes unavailable during the Hire Period and in the event that you do not accept any suitable alternative space which is offered to you then you are entitled to cancel the booking and any pre-payment you have made will be refunded to you, but neither the Venue Host or Sharesy will be liable to you for any further amounts in respect of the cancellation of the Booking.
- 6.4 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 Guest or a Venue Host as a result of a cancelled booking.
- 6.5 You agree to honour all bookings. If you need to cancel a booking due to exceptional circumstances beyond your reasonable control, we will attempt to arrange for a suitable alternative Space to be

booked through Sharesy. If a suitable alternative cannot be arranged, we will refund all fees paid in respect of the booking but neither we nor you will be obliged to pay any further compensation or damages.

- 6.6 Sharesy reserves the right to cancel any booking if we believe the booking will not meet the requirements of the Venue Host or our Platform, or if we suspect the event requirements including attendee numbers or event type is not accurate.
- 6.7 Either Sharesy or the Venue Host may cancel a Booking at any time if they have reasonable concerns in relation to a Booking or any proposed event and the risks posed by that event. A full refund will be provided to the Guest in these circumstances.

7. Deposits

- 7.1 You will have until 6pm on the second working day following the end of a hire period (two business days) to notify Sharesy that a deposit should not be returned; otherwise Sharesy will assume the deposit can be released. Sharesy takes no responsibility for the deposit or any damage.
- 7.2 You must provide Sharesy with time stamped photographic or other documentary evidence of any damage, overstay or mess, otherwise we may not be able to consider charging any deductions from the Guest. If specified, the Guest may 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, mess or overstay to the Space, the contents of the Space or any part of the Property. If a charge is due from a Guest for damage, mess, overstay or other reasons, Sharesy will attempt to charge the payment card of the Guest and will follow up if the payment is declined but Sharesy is not liable for ensuring that payment is made by the Guest.

8. Sharesy Commission

- 8.1 We will charge a commission equal to 16%+VAT in respect of every new booking made through the Platform which is payable to us by you ("Booking Commission"). We will deduct the Booking Commission from the hire charges paid by the Guest for the Booking ("Hire Charges"), before the balance of the Hire Charges are transferred to you.
- 8.2 Should you choose to move your existing recurring bookings onto the Platform ("Migrated Booking"), to benefit from our Services for your existing customers, we will charge a commission equal to 8%+VAT in respect of every existing booking made through the Platform which is payable to us by you ("Migrated Booking Commission").
- 8.3 We will pay the Hire Charges to you (less our Booking Commission and/or Migrated Booking Commission and any other applicable charges Sharesy is entitled to deduct) at the end of the month during which the relevant Venue hire occurs.
- 8.4 We will generally require all Guests to pay for each Booking in advance of the relevant event or venue hire dates. For recurring Bookings the Guest may pay in advance of each recurring date. If a Guest has not paid in advance of a relevant date then the Booking for that date will be cancelled by us unless you agree with us that the Booking for that date can go ahead.
- 8.5 We will not be liable to pay any Hire Charges to you in any circumstances if we have not received the Hire Charges. If any Hire Charges have been paid to you at any time and we have not recovered the Hire Charges from the Guest within 30 days of the relevant date then we may deduct the outstanding Hire Charges from any further payments which would otherwise be due to you.
- 8.6 Any funds held by us until the point of release to you will be held on trust in a separate bank account or on account with our payment partner (e.g. Stripe - <https://stripe.com>).

8.7 Sharesy reserves the right to charge supplemental booking fees to the Guest, as a fixed amount or percentage of the Hire Charge. Please note that commission will not be payable to you in relation to these charges.

9. Introduced Guests

9.1 You agree to appoint us as your agent for the purpose of making and accepting bookings from Introduced Guests.

9.2 For the purpose of this clause 9 an 'Introduced Guest' means any business, firm or individual who a) has made a booking of your Space through the Platform; or b) has made an enquiry through the Platform or to us by email or telephone (whether or not such person completed a booking); or c) has become aware of you or the address or location of your Space (or any other space owned by you that is not listed on the Platform) directly or indirectly as a result of your Listing with the Platform.

9.3 In the event that you arrange any booking or hire of your Space with an Introduced Guest within a period of 12 months from the end of any Introduced Guest's hire period (if the Introduced Guest made a booking) or the date on which we introduced the Introduced Guest to you or the Introduced Guest became aware of you or your Space (or any other space owned by you that is not listed on the Platform) through us, then you will be liable to us for the fees we would have received had such a booking been taken, made in accordance with the terms of this agreement. You will also be liable for the costs we incur in enforcing this clause 9.3.

9.4 Clauses 9.1 to 9.3 will apply to any recurring bookings, and there may be recurring bookings which have been agreed at the point of termination, you are responsible for honouring such bookings but please note following termination you will be fully responsible following termination for the management of any such bookings and collecting payment. If the Guest makes any further bookings within the period of 12 months from termination then you will be

liable to us for the fees we would have received had such a booking been taken, made in accordance with the terms of this agreement.

- 9.5 We reserve the right to inspect the Space at any time to verify any fees that may be due in accordance with clause 9.3.

10. The Space

- 10.1 Before any booking begins you must ensure the Space is in a satisfactory condition and meets the agreed requirements under the Hire Agreement and that it complies with all applicable health and safety, environmental and fire requirements. In particular, you are responsible for compliance with applicable regulations which require that:

10.1.1 gas appliances installed at the Space are properly and regularly maintained;

10.1.2 electrical appliances and outlets at the Space are safe;

10.1.3 appropriate fire safety and prevention measures have been implemented at the Space;

10.1.4 smoke and carbon monoxide alarms are installed; and

10.1.5 the Space is safe and fit for occupation generally.

- 10.2 By listing the Space, you warrant that you have all necessary regulatory, planning, licensing and/or health and safety approvals required to operate and rent the space as a commercial Space and that you will comply with all relevant legislation including planning, food hygiene, environmental and health and safety legislation.

- 10.3 It is your responsibility to ensure that you request all the necessary consents, approvals, certification and insurance from the Guest that are required in order to occupy the Space. We recommend

that you notify your insurance company of your intention to hire the Space prior to creating a Listing to ensure the terms of hire will comply with any insurance policy relating to the Space.

- 10.4 You agree to notify us immediately upon receiving any notice, correspondence or contact in any other form from its local authority or any environmental, health and safety or food hygiene officer, regulator or authority in connection with the use of space as a commercial Space and/or the rental of the Space. Following such notice from you, we reserve the right to terminate this agreement and remove the Listing from the Platform.
- 10.5 You warrant that you own the Space or that you are authorised to allow third parties to use the Space and, where necessary, that you have permission from your landlord or tenant to do so. If you are in any doubt you should check the terms of your lease, mortgage deed and/or freehold title to ensure that you are able to hire the Space in the manner envisaged by these terms and by the Hire Agreement.
- 10.6 We will not be liable to you or any other third party (such as a landlord or freehold management company) if you do not have the necessary authority referred to in clause 9.5 and you agree to indemnify us for any loss we may suffer as a result of a breach of the warranty.
- 10.7 You agree that we shall not be liable to it in any way whatsoever if you suffer any loss as a result of the local authority or any environmental, health and safety or fire officer, regulator or authority or any other relevant public authority bringing proceedings against you or taking any other action against you as a result of listing a Space on the Platform.

11. Your Obligations

- 11.1 You must:
 - 11.1.1 honour all viewings with Guests;

- 11.1.2 honour all bookings with Guests and provide access to the Space at the start time and for the duration of the Booking;
- 11.1.3 provide the Space in line with the details presented on the Listing;
- 11.1.4 ensure that all information contained in your personal account details, on your Profile and any of your Listings that is provided to us for inclusion on the Platform is true and accurate in all respects and could not in any way be construed as misleading to us or a Guest;
- 11.1.5 promptly inform us of any changes or amendments to a booking requested by a Guest including (but not limited to) any extension or renewal of the hire period or a request to repeat a booking;
- 11.1.6 deal with all Guests in a professional and courteous manner and in such a way as to not cause any harm or damage to our reputation;
- 11.1.7 deal with all queries from Guests relating to a Listing or booking in a prompt and satisfactory manner;
- 11.1.8 provide prompt and honest feedback, reviews, ratings and/or rankings about Guests when reasonably requested by us; and
- 11.1.9 use your best endeavours to settle any disputes that may arise during a booking including taking such action as is necessary to bring the dispute to a satisfactory conclusion as soon as practicable so that the Guest may still fulfil their booking.

11.2 You agree that you have the authority set out in clause 9.5 and you agree that you will not create any false account with Sharesy or use your account with Sharesy for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent bookings or money laundering.

- 11.3 You agree not to offer any rental, hire, or licence to occupy any Space you list with us to any business at a lower price than an equivalent rental, hire or licence to occupy that same Space that is offered to a Guest through the Platform. If we or a Guest discover that you have offered the Space on similar terms to the Listing or any booking offer made through the Platform but at a lower price, you agree to offer such lower price to the Guest through the Platform.
- 11.4 You agree not to arrange any bookings with Guests or to agree to extend or renew any bookings with Guests other than via the Platform and to promptly notify us of any intention to arrange a booking with a Guest or an intention to extend or renew a booking with a Guest.

12. Complaints and Disputes

- 12.1 You agree that if any dispute arises concerning a booking or any use of a Space you will attempt to resolve such dispute in the first instance by communicating directly with the Guest. In the event a dispute cannot be resolved directly, you are free to pursue legal action (at your own cost) in order to resolve the dispute. Sharesy will make best efforts to mediate any disputes relating to damage, mess or overstay, however we do not accept any responsibility for resolving any disputes between a Venue Host and a Guest.
- 12.2 In the event that we determine that you should make a refund or other payment to a Guest and if we are holding funds on your behalf we may make the refund on your behalf (but we are not under any obligation to do so). We have your authority to utilise withheld funds to satisfy genuine complaints but we will not ourselves pay any compensation or refund in relation to a Space. If a Guest makes a complaint after we have paid the Hire Charges to you then we will not be able to offer any financial compensation or refund.
- 12.3 If a Guest is unable to substantiate a complaint or fails to cooperate with us then we will release the relevant fees to you.
- 12.4 You may raise a dispute in relation to a Guest. We will seek to resolve the dispute and we may request that a Guest makes a further

payment to you but we will not be responsible for taking any enforcement action against a Guest.

- 11.5 In the event that you fail to attend a booking and make the Space available to the Guest for the duration of the booking, we will not be held responsible and reserve the right to withhold the relevant funds and return them to the Guest.
- 12.6 If we are unable to resolve a dispute in relation to a Guest causing mess, damage or overstay due to a lack of evidence provided or refusal from a Guest to make or complete payment, we will not be responsible for taking any enforcement action against a Guest.
- 12.7 We may decline to resolve or mediate any dispute if the dispute is sufficiently serious or if we feel that the dispute falls outside of our expertise. If it is deemed necessary we are entitled to involve the police with respect to any incident at the Venue, without your prior consent.

13. Additional Services

- 13.1 At your request, we may from time to time be engaged to supply the following additional services:
 - 13.1.1 carrying out an initial inspection and assessment of the Space in connection with assessing the potential viability of marketing the Space on the Platform;
 - 13.1.2 photography services; or
 - 13.1.3 advertising services on or through the Platform ("Additional Services").
- 13.2 Additional Services will be provided at our absolute discretion and at such fees and on such terms as may be agreed between us and you. For more information about our Additional Services please contact us by email at: [help@sharesy.com].

14. Termination of this Agreement

- 14.1 Either you or we may terminate this agreement at any time but upon termination you agree to honour any outstanding bookings. Within 2 business days from the date of termination we will deactivate your account and Profile and remove your Listings from the Platform. We will not accept any new enquiries or bookings in respect of any of your Listings but the agreement will continue in respect of any outstanding bookings (subject to clause 14.5).
- 14.2 In the event that this agreement is terminated while any fees or charges whatsoever are outstanding to us then you must pay all outstanding fees or charges to us immediately without set-off or deduction.
- 14.3 We will be entitled to terminate this agreement immediately and without notice if:
 - 14.3.1 you are in material breach of any of the terms of this agreement;
 - 14.3.2 you do anything to put our goodwill or reputation at risk;
 - 14.3.3 we have any reason to believe that you are not authorised to hire any Space advertised in any Listing by you;
 - 14.3.4 you cancel a booking other than in accordance with the cancellation policy in the Hire Agreement; or
 - 14.3.5 you refuse to cooperate with us in respect of this agreement.
 - 14.3.6 if any bookings are outstanding on termination by us under this clause 14.3 then clause 14.5 and 14.6 will apply.
- 14.4 In the event of termination the terms of this agreement will continue in full force, so far as such terms relate to existing bookings or the

consequences of any previous booking (including terms relating to fees, liability and damage).

14.5 In the event that:

14.5.1 this agreement is terminated by you and existing bookings cannot proceed under clause 14.1 (e.g. because you sell the property where the Space is situated); or

14.5.2 this agreement is terminated by us under clause 14.3 while there are existing bookings, then you will be fully liable to us (under the terms of this Agreement) for all associated costs, charges, damage and liability which we may incur as a result and you agree to indemnify us on a continuing basis in respect of any such cancelled booking.

14.6 You should be aware that you may be liable to the Guest (under the Hire Agreement) for any reasonable associated costs, charges, damage and liability which the Guest incurs as a result of any of the events described in clause 14.5, including the Guest's costs of having to make alternative Space hire arrangements.

15. Our Liability

15.1 We will not be liable to you in the event of a claim by a Guest against you and, for the avoidance of doubt, we shall not be required to return any money received by us under this agreement to either you or the Guest in such circumstances, unless that liability has arisen due to our negligence.

15.2 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 of the 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.

- 15.3 Our liability to you for all losses under this agreement (subject to any liability in accordance with clause 15.5 below) is capped at the total fees paid by a Venue Host to us under this agreement in the 12 months prior to the date of claim by you.
- 15.4 No claim may be brought against us:
 - 15.4.1 by a Venue Host more than 12 months following the date on which the Listing to which such claim relates was last promoted on the Platform; or
 - 15.4.2 by a Venue Host more than 12 months following the date on which the Booking to which such claim relates ended.

- 15.5 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.

16. Data Protection

- 15.1 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) as incorporated into UK law and any successor legislation ("Data Protection Legislation").
- 15.2 For further details on how we comply with Data Protection Legislation please refer to our [Privacy Notice](#).

17. Confidentiality

- 17.1 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.

18. General

- 18.1 Each of the parties warrants its power to enter into the agreement and that it has obtained all necessary approvals to do so.
- 18.2 By entering into this agreement you also agree to our Privacy Notice which is available via the Platform.
- 18.3 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.
- 18.4 Any notice to be served on a Venue Host 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.
- 18.5 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.
- 18.7 We will be entitled to assign or sub-contract our obligations under this Agreement.
- 18.7 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.

- 18.8 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.
- 18.9 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.
- 18.10 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.
- 18.11 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.
- 18.12 If any provision of this agreement is, or is found to be, illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.

- 18.13 Failure by us to enforce at any time or for any period any one or more of the terms of conditions of this Agreement shall not be a waiver by us of them or the right at any time subsequently to enforce all terms of this Agreement.
- 18.14 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.