

## **Your Community Space**

### **Terms & Conditions**

1. These Terms and conditions (the “Terms”) together with the Privacy Policy, govern the relationship between Your Community Space (“YCS”) and any party which accesses or uses the Website to offer or advertise any Venue for hire.

2. These Terms constitute a legally binding agreement between YCS and the Owner of the Venue. You agree to and are subject to these Terms as well as our Privacy Policy. If you do not fully agree, you are not authorised to access the Website.

3. YCS may revise the Terms at any time by posting an updated version to its web page. You should visit this page periodically to view the most current Terms because they are binding on you.

4. Users who violate the Terms may have their access and use of the Website suspended and their Venue listings removed, at YCS’s discretion.

5. The Website allows Owners to advertise one or more properties (each a “Venue”) for a fee in a variety of pricing formats to potential users (“Users”). We may also offer online booking or other services to allow Venues and Users to communicate with each other, and to enter into agreements.

6. The Website allows users to interact, and YCS is not, and does not become, party to any contractual relationship between the User and the Venue, and will not mediate between the User and the Venue in the event of any dispute arising between them.

7. Owners can place on the Website a paid-for advertisement for a specific Venue (each, a “Listing”) or advertise a Venue by Annual Subscription. The Annual Subscription is specified on the list of rates on the Website. By submitting an order form the Owner warrants that all of the information they have provided to YCS is accurate and complies with the Terms.

8. The start date does not commence until full payment of Listing Fees is received by YCS and expires on the last date of the term selected by the Owner, unless renewed by agreement.

9. All Listings paid for through our secure online payment partner Gocardless will have be automatically renewed and for the same duration as the initial Listing Term (or by twelve months, if the initial Listing Term was more than twelve months).

Special discounts granted for the initial Listing Term are not granted for a renewal Listing Term. The automatic extension of a Listing Term can be brought to an end at any time before the end of the Listing Term by notifying YCS in writing. To avoid doubt, prior notice to terminate will only take effect at the end of the Listing Term or the renewed Listing Term in which the notice is provided.

10. Payments to YCS can be made by direct debit, bank transfer, credit card or any other method authorised in advance by YCS. All banking fees relating to a payment shall be borne by the Owner.

11.If the Listing does not appear on the Website for any reason, refund requests for Listing Fees will be considered by YCS, but are only available if applied for by the Owner during the first three (3) months following the order placed and on the condition that: (i) the relevant Listing has not appeared on the Website during the Initial 3 Months; and (ii) the failure of the Listing to appear is due to YCS.

12. YCS may at its absolute discretion offer an extended Listing Term as a remedy for the Owner to take into account any period that the Listing is not published.

13.Listing Fees are non-refundable in the event that the Owner terminates the Agreement or wishes to remove a Listing before the end of the Listing Term.

14.YCS reserves the right to decline to place any Listing that appears, in YCS's discretion, to be capable of infringing, or be associated with the infringement of, any provision of these Terms.

15.Upon registration, the Owner is given a user profile in which the data is recorded (the "Dashboard"). The Dashboard provide various functions to manage the Owner's data.

16.A facility will be available for Owners to submit comments provided by people who have used the Venue ("Guestbook Comments"). Guestbook Comments must be genuine comments made by unconnected third parties who have used the Venue on a paid-for basis.

17.Users may also post their own reviews of Venues' ("User Reviews") on the Website. The Venue is given the opportunity to view User Reviews, and to respond to them ("Venue Response").YCS does not have the ability to, verify the accuracy or otherwise of User Reviews. Any User Review that is offensive or defamatory will be removed by YCS at their discretion.

18.YCS may monitor messages from time to time which are sent using their systems. YCS may, from time to time, use third party e-mail servers to send and track receipt of emails, and analyse the pattern of emails sent using third party tracking systems. YCS's system does not hold messages indefinitely and they may not be accessible after the message has been delivered.

19.YCS offers the possibility to link Listings to Google Maps. In order to do so, the Venue must confirm that the address indicated for the relevant Listing is correct on the Venue's Dashboard, and must separately agree to Google's relevant terms and conditions. YCS will not be responsible for the functioning, accuracy or otherwise of Google Maps.

20.The User and Owner may activate a free SMS service, which informs the Venue about any incoming User enquiries about Listings. The Venue understands and accepts that SMS is not 100% reliable and may be subject to connectivity and blocking issues outside YCS's control. Additionally, the use of SMS messages, particularly when travelling, may result in additional costs for Venues from telecoms and network providers which the Venue agrees to accept when signing up for the

SMS service. The Venue understands and accepts that SMS messages may be monitored and disclosed in accordance with the YCS's Privacy Policy.

21.YCS also uses Google Analytics to gather statistics on Website usage. There are more details in the Privacy Policy and Cookie Notice. The Owner accepts that YCS has no control over Google's data collection.

22.YCS cannot guarantee that your Listing will appear in any specific order in search results. Search order will fluctuate based on a variety of factors. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular User. YCS reserves the right to apply various search algorithms or to use methods to optimize results for particular Users' experiences and the overall marketplace. Listings distributed on third party Websites are not guaranteed to display on such third party Website in any particular order or at all. Search results and sort order may appear differently on Your YCS's mobile application. To optimize the search experience for both members and Users, YCS retains the right to run occasional tests that will be limited in duration but may alter how we display search results.

23.If YCS determines that:

a.The Listings contain any content or images that infringes intellectual property rights of a third party or contains offensive, derogatory, discriminatory or inaccurate material;

b.The Owner's conduct and practices are unacceptable or unfair (for example, and without limitation, if a user double-books a Venue for multiple Users on the same date, or engages in any practice that would be considered unfair or improper);

c.The Owner is in material breach of these Terms;

d.Abusive or offensive conduct to any employee or representative of YCS has occurred; or

e.YCS's systems have been misused in any way ;

then YCS shall be entitled to, at its sole discretion to: (i) suspend, (ii) down-tier, or (iii) terminate either (a) any affected Listings, or (b) all Listings associated with that Owner immediately and without refund of Listing Fees or any other fees or charges paid by the Owner.

24.YCS may change, suspend or discontinue any part of its Website at any time, including the layout and the availability of any Website features, database or content without any prior notice or liability to the Owner or any User.

25.YCS may undertake upgrades of the Website in order to address improvements and technological developments. Maintenance works are therefore sometimes necessary, which can lead to restrictions on the Website. YCS will, where possible, aim to ensure that maintenance of the Website that causes any such restriction is

undertaken at a time when most Users' usage is least affected. However, YCS shall not be liable for any loss or inconvenience suffered as a result of such works.

26. YCS may conduct identity checks and ask for proof to establish the existence of a Venue and/ownership. The Owner acknowledges that failure to comply with any such request constitutes a breach of these Terms.

27. The Owner authorises YCS to forward the Venue's contact details, including telephone number, to Users in connection with a Venue booking. The Owner accepts that it has read the Website's Privacy Policy and Cookie Notice and consents to the processing of data as outlined in those policies.

28. YCS reserves the right to assign or subcontract any or all of its rights and obligations under these Terms, to a third party but will not do so in such a way as to reduce standards.

29. YCS owns and manages all content that appears on the Website and such content is protected by copyright. Reproduction or copying the content on the Website, in whole or in part, including the copying of text, graphics or designs, is prohibited and will be deemed an infringement of YCS's rights. Owners are permitted to download, display or print individual pages but must clearly bear the text "© Copyright – Present Your Community Space Ltd - All Rights Reserved". The Owner shall submit accurate information regarding identity, payment data and the Venue offered in Listings.

30. The Owner warrants that all of the information provided to YCS is accurate and up-to-date, including, but not limited to any and all representations about any Venue, its amenities, location, price, and its availability for a specific date or range of dates. The Owner will only list the Venue it is entitled to, and each Listing must relate to an individual and uniquely identified Venue.

31. The Owner undertakes to ensure that the calendar for each Listing is kept accurate and up-to-date to reflect the availability of the relevant Venue as and when it is booked.

32. All Photographs included in a Listing should depict the Venue as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights.

33. YCS may from time to time provide services to Users to create or improve the quality of their Venue Listings. YCS may from time to time create new, or otherwise change, the location or geographic descriptions we use to identify properties in their listings and search results. YCS assumes no responsibility to verify Venue Listing content or the accuracy of the location. Venues are solely responsible for ensuring the accuracy of listing content and location or geographic descriptions and agree to promptly correct any inaccuracy.

34. If any Listing is in breach of these Terms, YCS reserves the right to suspend, down-tier or terminate the relevant Listing or all Listings associated with the Venue.

35. The Owner is required to keep their account login details secret and not to pass them on to third parties. A password which is unique to their use on the Website is required – they must not use the same password as is used for another Website or email account.

36. The Owner shall not directly or indirectly:

- i. Use the Website for purposes other than those referred to in these Terms;
- ii. Use the Website for the purpose of booking or soliciting a fee for a Venue or business other than a Venue under a valid Listing;
- iii. Reproduce any portion of the, using any device including, Website or any other framing technique to enclose any portion or aspect, or mirror or replicate any portion;
- iv. Upload or send any content or programs, which on account of their size or nature, might damage YCS's computers or networks;
- v. Include content that breaches any applicable criminal or other laws, or encourages any such breach;
- vi. Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may give rise to criminal or civil liability;
- vii. Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- viii. Make any representation that the Venue, Listing or Website is sponsored by, affiliated with, or endorsed by YCS;
- ix. Substitute a Venue in a Listing for another Venue without the prior consent of YCS including a multi-unit listing: use of one Listing to promote more than one Venue available in a building;
- x. offer a User a different Venue than the one which is displayed in the relevant Listing and
- xi. In the event of any breach of this clause by a user, YCS reserves the right to suspend, down-tier or terminate the relevant Listing or all Listings associated with the Venue in accordance with these Terms.

37. If the Owner is in breach of these Terms, or is late in paying the Listing Fee or any other charges, or if a third party requests the removal of a Listing on the basis of an alleged infringement of trademarks, copyrights, or legislation relating to the protection of privacy and / or personal data, or for any other valid reason and the Owner cannot prove to YCS that it has the right to lawfully publish this content (including images and / or photographs), YCS has the right to block or delete, temporarily or permanently, without any notice and without prejudice to any other legal rights it may have.

38. The Owner shall be responsible for all the financial consequences (including loss of profit) resulting from damage to YCS due to any breach of the Terms, including damaging the system or data or by causing the failure of such system or faults therein.

39. The Owner agrees to indemnify and hold harmless, and their respective officers, directors, employees and agents, from and against any claims, actions or demands (including without limitation reasonable legal brought by third parties against YCS arising out of any breach of these Terms.

40. YCS excludes all liability for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from use of the Website or any transaction between users. These exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. The liability of YCS, to you or any third party in any circumstance arising out of or in connection with use of the Website is limited to the greater of (a) the amount of fees you pay to us in the six months prior to the action giving rise to liability, or (b) £100.00 in the aggregate. Nothing in these Terms shall exclude liability for death or personal injury resulting from its negligence; nor for proven fraud or fraudulent misrepresentation.

41. These Terms are governed by the laws of England and Wales. Jurisdiction for any claims arising under this agreement shall lie exclusively with the English courts.

42. If any provision of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions. The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. YCS's failure to enforce any term shall not be deemed as a waiver of such term or otherwise affect YCS's ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional Terms for Privacy Policy, these Terms are the entire agreement with respect to the use of the Website.