



TERMS AND CONDITIONS OF USE OF

www.someroom.com

INTRODUCTION

Welcome to the SOMEROOM LTD Terms and Conditions. By accessing or using this website at www.someroom.com ("the Website"), you confirm that you are aged 18 years and over and that you agree to these terms and conditions as well as agreeing to use the Website in accordance with all applicable laws. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately. We may at any time change these terms and conditions, so please check them from time to time to take notice of any changes we make, as they are binding on you. Your continued use of the Website and subscription to or payment for any services offered on it after any such changes are made constitutes acceptance of and agreement to be bound by the revised terms. We hope that you enjoy using our Website and if you have any questions relating to these Terms and Conditions or the Website itself then please contact us at daniel@someroom.com.

Please note that when we say "we", "us" and "our" (or anything analogous) in these terms and conditions we mean SOMEROOM LTD ("SOMEROOM"), the owner of this website and a limited company registered in the United Kingdom under company number 09163504 with a registered address at 4 Ludlow Place, Aylesbury, Buckinghamshire, HP20 1QD, United Kingdom. Any reference to "you"/"your"/"user"/"advertisers"/"Tenants" (or anything analogous) means the users of the Website and the services provided on it.

Use of the Website is also governed by our Privacy Policy and Cookie Policy which are incorporated into these terms by this reference and which set out the specific terms on which we process any personal data we collect from you, or that you provide to us, as well as information about our use of cookies in relation to the Website. To view the Privacy Policy or Cookie Policy, please click on the following links [INSERT PRIVACY & COOKIE POLICY URLS].

GENERAL

All Users first need to register with our Website to become a Member and create a profile on the Website, by filling in the details as prompted during the registration process. By creating an account, you represent and warrant that all information you submit is accurate and truthful and will be kept accurate and up-to-date. We reserve the right to decline a new registration or suspend or cancel your account at any time. We are not obliged to give our reasons for doing so, but these may arise if you don't provide us with valid contact or registration details. Where applicable, SOMEROOM will provide you with a user ID and password to enable you to access the relevant restricted areas of the Website. You must ensure that the user ID and password is kept confidential and that you never reveal such details to any unauthorised third parties. You accept responsibility for all activities that occur as a result of your receiving your user ID or password. You may not transfer your account to



any other person and you may not use anyone else's account at any time without the permission of the account holder. You agree to immediately notify SOMEROOM of any unauthorised use of your account, user ID or password, or any breach of security that You are or that you become aware of and you hereby agree to indemnify and keep indemnified SOMEROOM against any loss or damage whatsoever arising out of or in connection with the unauthorised use of your User ID or password. Kindly alert us straight away regarding any suspected misuse of your details so that we can assist you right away. We have the right to disable any user identification code or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions.

We do not guarantee that the Website will always be available or uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise. We accept no liability for any disruption of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, or legal restrictions.

ARRANGEMENTS

SOMEROOM provides a platform via the Website for both property advertisers (or, where applicable, affiliates who list on their behalf) and tenants to exchanges contact details and communications with a view to potentially swapping or letting/renting short-term or long-term accommodation or storage space. The Website acts as a forum only and SOMEROOM is not a party to any communications or contractual arrangements that may occur as a result of an introduction on the Website. SOMEROOM does not provide any assistance in arranging viewings, showing people around properties, taking deposits or carrying out any inventories, all of which are matters for the users of the Website. The Website contains a messaging service and SOMEROOM will release your contact information to other users only where you expressly consent for us to do so. We are not responsible or liable for any interactions or transactions between landlords/owners and tenants, or for any other aspect of any relationship initiated as a result of using the Website. We merely make the Website available to facilitate contact between those seeking to let surplus space and prospective tenants. We do not have any control over, or liability in respect of, any host or landlord, their reliability, the quality of the space they provide, or for providing any compensation to you on their behalf.

Although we reserve our rights to do so, we do not screen, pre-approve or monitor any advertisements or other content contributed to our Website and we will not be held responsible or liable for the content or accuracy of any such content. We do not promise that the information on the Website will be free from errors or omissions, be accurate or up-to-date, or that it will not contain inappropriate content. We have neither control over, nor involvement in, any spaces advertised on the Website and accept no responsibility for any actions taken, or any services



provided, by any advertisers. Whilst we exercise all reasonable skill and care to ensure that the Website is secure and free from errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

AFFILIATE ARRANGEMENTS

Affiliates are entitled to register and list properties for hosts via an affiliate account. Where such an arrangement is in place, affiliates are not entitled to offer, conclude, reject, cancel, vary or otherwise deal with a booking without the prior consent and approval of the host/landlord/property owner. Where an affiliate is in breach of the arrangement made between the affiliate and the host or of these terms, or if any wrongful or dishonest affiliate behavior is reported or suspected (including but not limited to an affiliate directing payment into their own PayPal account rather than that of the host), we may take such action as we deem appropriate. This may include suspending or terminating the affiliate account, taking down any posting or material made by them, issuing a warning, taking legal action against them (or assisting a third party in doing so) and disclosing such information to law enforcement authorities as we reasonably feel is necessary. Where SOMEROOM agrees to register an account and/or post an advertisement on behalf of an affiliate, by agreeing to the terms and conditions via the tick-box mechanism when instigating this arrangement, such affiliate approves the advertisement and represents, warrants and guarantees that any and all information provided by them on behalf of the host is accurate and truthful and that they/the host have all rights, licences, consents and permission necessary to let any properties listed and to upload the content advertised on the Website.

AD PLACEMENT

In order to post an advertisement, you are required to submit certain details about who you are and the property you are letting. In doing so, you represent and warrant that any information you submit is accurate and truthful and that you will keep this information accurate and up-to-date. Any published advertisements must be placed into the appropriate category and users must never impersonate other people or businesses. You will be responsible for all liability in respect of properties advertised and must ensure that you have the necessary licenses, rights, consents and permissions to publicly display, market and let the space. If you choose to make use of the tenancy agreement that we make available for download via the Website, you do so strictly at your own risk and acknowledge that it may not be suitable for your purpose or meet your requirements, and that any reliance on it without seeking legal advice is at your own risk.

Types of Property that may be advertised:

- Spare bedroom
- Entire houses
- Cottages
- Flats & Apartments

- Student rooms
- Houseboats - canals & rivers, river estuaries coastal marinas & mooring points.
- Campervans & Motor Homes
- Bed & Breakfasts
- Caravans - Must be law abiding e.g. not left in a lay by or something similar.
- Castle comply with local authorities
- Chalets
- Dormitories
- Hostels
- Loft rooms
- Log cabin
- Tipis
- Tree houses
- Huts
- Villas
- Yurts
- Tents and benders (provided legally compliant)
- Garden sheds
- Garages
- Self-storage facilities and units
- Lockup
- Barn
- Hangar
- Car/bike storage space
- Land yard & garden
- Shipping container

FEES AND PAYMENT METHODS

Currently all Users are entitled to use the Website free of charge and advertisers may post an unlimited number of advertisements and communicate with interested parties free of charge (subject to the 'featured' and 'urgent' upgrade options below). SOMEROOM reserves the right to introduce subscription fees at any time upon which you will be given 30 days' notice of any such fee introduction, which will take effect on expiry of such notice. During this notice period, you are entitled to terminate your account at any time. If you do not terminate your account during this period, you will be required to pay such fees to retain your membership. SOMEROOM retains the right to terminate your membership if you do not pay any future subscription fees that are introduced by SOMEROOM and/or SOMEROOM may restrict your access to some parts of this



Website depending on the type of membership that you wish to subscribe to. All payments must be made via PayPal.

Once introduced the Subscription Fees shall be as follows:

LENGTH OF POSTING	FEE
24 Hours	£1.00
7 Days	£5.00
2 Weeks	£8.00
1 Month	£12

We currently offer two optional premium possibilities to enable users to upgrade their level of participation and privileges on the Website beyond the resources available to all users. The upgrade options we offer and the fees required for each are set out below:

- Featured advertisements: £2 (per ad) for a period of 30 days (£1 of which is donated to a charity of SOMEROOM's choice). Featured ads get increased exposure via being displayed in top priority position in search results and being visible on the Website's secondary landing pages.
- Urgent advertisements: £1 (per ad) for a period of 30 days. Urgent ads have the same benefits as 'Featured ads' and receive priority in search results for their area.

In return for making the service available on the Website, SOMEROOM retains a proportion of 6% of any booking fees paid and earned for properties and/or spaces on the Website. Users agree that SOMEROOM reserves the right to change this percentage provided any such change will always be alerted to the user upon reasonable prior notice and that such percentage will never exceed 10% of the booking value.

We reserve the right to change any fees, and to institute new fees at any time, upon reasonable notice given to you in advance. We will never introduce fees retrospectively. If you purchase any of our paid services, you agree to pay us the applicable fees listed above or as modified by us from time to time. Your payment may be subject to foreign exchange fees or differences in prices based on location. Any fees due must be paid via PayPal and any processing fees charged by PayPal or additional conversion expenses are your sole responsibility. In the case of an affiliate listing a property on behalf of a host, the affiliate bears full responsibility for any fees due to us.

Premium advertisements are made visible only when payment has been authorised and received and we have sent you a confirmation email. A binding contract will only be formed between you and us at that point. When completing the posting and payment process, you will be required to expressly acknowledge that you will lose any statutory right you may have to cancel your contract with us, as explained below.

CANCELLING YOUR CONTRACT

Non-premium bookings may be cancelled at least 48 hours before the commencement date of the reserved period. If you are a consumer based within the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain goods and services. This period, if applicable, begins once your contract is formed (as explained above) and ends at the end of 14 calendar days after that date. Under normal circumstances, premium ads are made available immediately upon receipt of payment and our confirmation email and you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind. You may cancel and remove your non-premium or premium ad at any time after posting and paying for it (if applicable) upon emailing daniel@someroom.com. However, we cannot provide any refunds for cancelled premium ads once they have been posted on the Website and you agree not to ask PayPal to charge back any fees paid to us for any reason. Any refunds that tenants and occupiers may seek from hosts and landlords is a matter between those parties and PayPal; it is not the responsibility of SOMEROOM.

ACCURACY OF INFORMATION

This Website may include unintentional inaccuracies or typographical errors, for which we apologise. SOMEROOM reserve the right to make changes in the products, prices and content described in this Website at any time and without notice.

PROHIBITED CONTENT

Everybody here at SOMEROOM wants to make your use of the Website as enjoyable as possible. For this reason we have to set out some content standards (“”) for you to follow so that SOMEROOM community experiences as little stress as possible. The following is an example of content that we do not allow on the Website, whether submitted to the Website as an advertisement or otherwise and by an affiliate or host:

- Content that is unlawful, fraudulent or otherwise objectionable (including that which may be in breach of rules, regulations or legislation specific to the property or space you are advertising). This includes but is not limited to content that is abusive, threatening, harassing, defamatory, ageist, racist or sexist, or promotes racism, bigotry, hatred or physical harm against others.
- Content that could be harmful to Minors.
- Content that involves unauthorised mass-communication, such as “junk mail”, “chain letters”, “unsolicited emails” or “spamming”.

- Content that infringes the intellectual property rights of any third party (including but not limited to copyright and trade marks).
- Content that is intended to promote or incite violence, or displays pornography or sexually explicit material.
- Content that uses obscene or vulgar language.
- Content that is not honest and fair, or that makes unsubstantiated or unsupported claims. Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks.
- Content containing links to other websites containing any of the above types of content.

You also agree not to reproduce, duplicate, copy or re-sell any content or parts of the Website, not to access without authority, interfere with, damage or disrupt any services provided via the Website, and not to use our name, logos, trademarks or brands without our prior written permission.

If you find any content offensive or in breach of our rules make sure to contact us so that we can facilitate your enjoyment of the Website. You agree that we have the right to edit your Content to comply with the above content standards without prior consultation. In the case of severe breach, we have the right to remove any of your content and suspend or terminate your account.

LIMITATION OF LIABILITY

(a) Whilst SOMEROOM endeavours to ensure that the data on this Website is accurate and we will do our best to keep everything up to date, there may be occasions that data is not completely accurate. SOMEROOM shall not be held liable in any way or under any circumstances for any loss or damage that you may incur as a result of any advertisements or other content on the Website, nor for any errors or omissions in such content. Use of and reliance upon any content is entirely at your own risk.

(b) Any content, materials, information or software downloaded or otherwise obtained through the use of the Website is so obtained at your risk. SOMEROOM will do everything possible to make sure that your use of the Website is trouble free but sometimes issues may occur beyond the control of SOMEROOM. If any issues occur, SOMEROOM will do everything possible to assist you in resolving these difficulties but accepts no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website (including the downloading of any content from it).

(c) To the fullest extent permissible by law, SOMEROOM will bear no responsibility for any personal injury, damage or loss to property or valuables, loss of profit, goodwill or reputation, any infringement of third party rights, any loss suffered due to the actions of an affiliate acting or purporting to act on your behalf, or for any other direct, indirect or consequential damage or loss that



may be suffered, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise by you or any third person as a result of and/or in relation your use of (or inability to use) the Website or the use of or reliance upon any Content included on the Website.

(d) To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Tenancy Agreement, the Website, or any Content included on it, and in relation to the quality, safety, truth, accuracy, or legality of any of the information or advertisements posted.

INDEMNITY

You agree to defend, indemnify and hold SOMEROOM and (as applicable) its officers, directors, employees, agents, subsidiaries, affiliates, suppliers and any of our third party information service providers or other representatives harmless against any and all claims demands, losses, expenses, damages and costs, including reasonable legal costs, however arising resulting from any violation or breach by you of these Terms and Conditions or any claims made by or liabilities to any third party resulting from any activities conducted under your account, your use or misuse of this website, including but not limited to posting content on this website, entering into transactions with other website users, contacting others as a result of their postings on this website, infringing any third party's intellectual property or other rights, or otherwise arising out of your breach of these Terms and Conditions.

WARRANTY

All advertisers expressly warrant that they have full and actual capacity to advertise the property in question and, if applicable, all required insurances, licenses and safety certificates are in place and that all local authority guidelines have been complied with. You acknowledge that SOMEROOM has relied on these warranties and representations.

INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights subsisting in the content (such as articles, other text, trademarks, service names, business and trading names, logos, graphics, images, audio, video software and other material that appears or forms part of this Website) of advertisements or other material uploaded by users belong to the user who posted such content on the Website, unless it is expressly stated otherwise. All other content (including page layout and the way in which material is compiled and presented) included on the Website is owned by and/or licensed to SOMEROOM. By posting any content on the Website, you are granting us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free, sub-licensable, and transferable licence to use, store and copy that content and to distribute and make it available to third parties for any purpose subject to any privacy settings you have set to control who can see your content. You represent and warrant that you have all licences, rights, consents and permissions necessary to grant us such rights to your content in accordance with



these terms.. If you wish to redistribute any content on this Website then you must obtain the prior written consent of SOMEROOM.

APPLICABLE LAW

These terms and conditions, and the relationship between you and us (whether contractual or otherwise), shall be governed by and construed in accordance with the laws of England. You and SOMEROOM consent to the exclusive jurisdiction of the courts of England and Wales to settle any disputes in connection or arising out of the use of the Website, these terms and conditions, and the relationship between us or any matters arising therefrom or associated therewith. SOMEROOM shall be entitled to waive this jurisdictional clause (at its sole discretion) and submit to the jurisdiction where you are located.

ASSIGNMENT

You may not assign your rights or obligations under these terms and conditions to any third party.

WAIVER

The failure of SOMEROOM to enforce any strict provision of any of these terms and conditions will not constitute a waiver of its right to subsequently enforce such a provision or any other term or conditions.

LINKS TO OTHER WEBSITES

The Website may provide links to other websites and access to content, products and services from third parties. Unless expressly stated, these sites are not under our control and inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them. SOMEROOM is not responsible for the availability of, or content provided on, such third party websites and we disclaim liability for any and all forms of loss or damage arising out of the use of them. You should refer to the policies posted by other websites regarding privacy and other topics before you use them. You acknowledge and agree that SOMEROOM is not responsible for third party content accessible from the Website and that you bear all risks associated with such content.

LINKS TO OUR WEBSITE

Those wishing to place a link to this Website on other sites may do so only to the home page of the site at www.someroom.com with our prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of SOMEROOM.

SEVERABILITY

If any of the provisions of these terms and conditions is found by a court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from the terms



and conditions and the remaining provisions of the terms and conditions shall remain in full force and effect.

ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and SOMEROOM in relation to your use of the Website and supersede all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in respect of its subject matter.

SUSPENSION/TERMINATION

You may cancel your account registration at any time. Account closure or cancellation by you or by us will not relieve you of your obligation to pay any due and outstanding amounts to us, or entitle you to a refund of any fee(s) already paid. SOMEROOM may at any time, without notice to you, suspend or terminate your access to this Website or any service forming part of this Website, wholly or partially for any reason, including without limitation, where you are in breach of these Terms and Conditions and may remove any posting or material uploaded by you to the Website. No refunds will be issued for premium ads removed for violation of any part of these terms. SOMEROOM is not liable to you or any third party for any suspension or termination of access to this website.

FORCE MAJEURE

If either You or SOMEROOM is affected by any event beyond their reasonable control, including but not limited to power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action (Force Majeure) it must forthwith notify the other of the nature and extent thereof. Neither You nor SOMEROOM will be deemed to be in breach of these terms and conditions or otherwise be liable to the other by reason of any delayed performance or non performance of any of its obligations to the extent that the delay or non performance is due to any Force Majeure of which it has notified the other party and the time for performance of that obligation will be extended accordingly. If the Force Majeure in question prevails for a continuous period in excess of thirty days then you and SOMEROOM will enter into bona fide discussions with a view to alleviating its effects or to agree to such alternative arrangements as may be fair and reasonable. If SOMEROOM and You cannot come to a resolution of the Force Majeure within three months the innocent party shall be entitled to terminate the provision of services under these terms and conditions on seven days written notice to the other.

NOTICES

Any notice or other communication given or made under these terms and conditions shall be in writing and may be delivered to the relevant party by email to daniel@someroom.com (in the case of SOMEROOM) or to the email address provided on registration (in the case of the user), or by direct message through the Website account. Such notice will be deemed received the day of



sending if the email is received on a business day and on the next business day if the email is sent on a weekend or public holiday.

PREVIOUS TERMS AND CONDITIONS

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.