



Terms of Service

Please read these Terms of Service for European Users ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Glampsites.com Platform, you agree to comply with and be bound by these Terms.

These Terms constitute a legally binding agreement ("**Agreement**") between you and Glampsites.com (as defined below) governing your access to and use of the Glampsites.com website, including any subdomains thereof, and any other websites through which Glampsites.com makes its services available (collectively, "**Site**") and all associated services (collectively, "**Glampsites.com Services**"). The Site and Glampsites.com Services together are hereinafter collectively referred to as the "**Glampsites.com Platform**". Our [Guest Refund Policy](#), [Nondiscrimination Policy](#) and other [Policies](#) applicable to your use of the Glampsites.com Platform are incorporated by reference into this Agreement.

When these Terms mention "**Glampsites.com**," "**we**," "**us**," or "**our**," it refers to Glampsites.com trading as CampStead Ltd, Unit 4, 212-218 Upper Newtownards Road, Belfast BT4 3ET, Northern Ireland.

Our collection and use of personal information in connection with your access to and use of the Glampsites.com Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the Glampsites.com Platform ("**Payment Services**") are provided to you by one or more Glampsites.com Payments entities (individually and collectively, as appropriate, "**Glampsites.com Payments**") as set out in the [Payments Terms of Service](#) ("**Payments Terms**").

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Host Services (as defined below). For example, some cities have laws that restrict their ability to host paying guests for short periods or provide certain Host Services. In many cities, Hosts may have to register, get a permit or obtain a license before providing certain Host Services (such as preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Host are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Host Services they offer. Certain types of Host Services may be prohibited altogether. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Listing(s) and Host Service(s) on Glampsites.com, you should always seek legal guidance.

1. Scope of Glampsites.com Services

- 1.1. The Glampsites.com Platform is an online marketplace that enables registered users (“**Members**”) and certain third parties who offer services (Members and third parties who offer services are “**Hosts**” and the services they offer are “**Host Services**”) to publish such Host Services on the Glampsites.com Platform (“**Listings**”) and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are “**Guests**”). Host Services may include the offering of vacation or other properties for use (“**Accommodations**”) and a variety of other related services.
- 1.2. As the provider of the Glampsites.com Platform, Glampsites.com does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services, nor is Glampsites.com an organiser or retailer of travel packages under Directive (EU) 2015/2302. Hosts alone are responsible for their Listings and Host Services. When Members make a booking, they are entering into a contract directly with each other. Glampsites.com is not and does not become a party to or other participant in any contractual relationship between Members, nor is Glampsites.com a real estate broker or insurer. Glampsites.com is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms](#).
- 1.3. While we may help facilitate the resolution of disputes, Glampsites.com has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Glampsites.com does not endorse any Member, Listing or Host Services. Any references to a Member being “verified” (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Glampsites.com about any Member, including of the Member’s identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to stay in an Accommodation, participate in an Experience or Event or use other Host Services, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Glampsites.com of any Host or Listing.
- 1.4. If you choose to use the Glampsites.com Platform as a Host or Co-Host (as defined below), your relationship with Glampsites.com is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Glampsites.com for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Glampsites.com. Glampsites.com does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.
- 1.5. To promote the Glampsites.com Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements in accordance with **Section 5**. To assist Members who speak different languages, Glampsites.com may make automated tools available to enable Members to translate Listings and other Member

Content, in whole or in part, into other languages. Members are free to use these tools at their own discretion. Glampsites.com cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations.

- 1.6. The Glampsites.com Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Glampsites.com is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Glampsites.com of such Third-Party Services.
- 1.7. Glampsites.com is not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the Glampsites.com Platform. Glampsites.com may, temporarily and under consideration of the Members' legitimate interests (e.g. by providing prior notice), restrict the availability of the Glampsites.com Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Glampsites.com Platform. Section 17 (Liability) remains unaffected. Glampsites.com may improve, enhance and modify the Glampsites.com Platform and introduce new Glampsites.com Services from time to time. Glampsites.com will provide notice to Members of any changes to the Glampsites.com Platform, unless such changes are of minor nature without having a material effect on the parties' contractual obligations.

2. **Eligibility, Using the Glampsites.com Platform, Member Verification**

- 2.1. In order to access and use the Glampsites.com Platform or register an Glampsites.com Account you must be an individual at least 18 years old or a duly organised, validly existing business, organization or other legal entity in good standing under the laws of the country you are registered and able to enter into legally binding contracts.
- 2.2. You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Host Service(s) are located or take place in a country that is subject to a UK Government embargo, or that has been designated by the UK Government as a "terrorist supporting" country, and (ii) you are not listed on any UK Government list of prohibited or restricted parties.
- 2.3. Glampsites.com may make access to and use of the Glampsites.com Platform, or certain areas or features of the Glampsites.com Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.
- 2.4. User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal

convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

- 2.5. The access to or use of certain areas and features of the Glampsites.com Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Glampsites.com Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Glampsites.com Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.
- 2.6. Some areas of the Glampsites.com Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

3. **Modification of these Terms**

- 3.1. Glampsites.com reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Glampsites.com Platform and update the "Last Updated" date at the top of these Terms. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Glampsites.com Platform will constitute acceptance of the revised Terms.

4. **Account Registration**

- 4.1. You must register an account ("**Glampsites.com Account**") to access and use certain features of the Glampsites.com Platform, such as publishing or booking a Listing. If you are registering an Glampsites.com Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.
- 4.2. You can register an Glampsites.com Account using an email address and creating a password.
- 4.3. You must provide accurate, current and complete information during the registration process and keep your Glampsites.com Account and public Glampsites.com Account profile page information up-to-date at all times.
- 4.4. You may not register more than one (1) Glampsites.com Account unless Glampsites.com authorises you to do so. You may not assign or otherwise transfer your Glampsites.com Account to another party.
- 4.5. You are responsible for maintaining the confidentiality and security of your Glampsites.com Account credentials and may not disclose your credentials to any third party. You must immediately notify Glampsites.com if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Glampsites.com Account. You are liable for any and all activities conducted through your Glampsites.com Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

- 4.6. Glampsites.com may enable features that allow you to authorise other Members or certain third parties to take certain actions that affect your Glampsites.com Account. For example, we may enable Members to link their Glampsites.com Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Hosts to add other Members as Co-Hosts (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorised by Glampsites.com to ask for your credentials, and you shall not request the credentials of another Member.

5. Content

- 5.1. Glampsites.com may enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Glampsites.com Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Glampsites.com itself makes available on or through the Glampsites.com Platform, including proprietary Glampsites.com content and any content licensed or authorised for use by or through Glampsites.com from a third party ("**Glampsites.com Content**" and together with Member Content, "**Collective Content**").
- 5.2. The Glampsites.com Platform, Glampsites.com Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United Kingdom and other countries. You acknowledge and agree that the Glampsites.com Platform and Glampsites.com Content, including all associated intellectual property rights, are the exclusive property of Glampsites.com and/or its licensors or authorising third-parties.
- 5.3. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Glampsites.com Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Glampsites.com or its licensors, except for the licenses and rights expressly granted in these Terms.
- 5.4. Subject to your compliance with these Terms, Glampsites.com grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and view any Collective Content made available on or through the Glampsites.com Platform and accessible to you, solely for your personal and non-commercial use.
- 5.5. By uploading, posting or otherwise making available any Member Content on or through the Glampsites.com Platform, you grant to Glampsites.com a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Glampsites.com Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our [Privacy Policy](#). Unless you provide specific consent, Glampsites.com does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

- 5.6. Glampsites.com may offer Hosts the option of having professional photographers take photographs of their Host Services, which are made available by the photographer to Hosts to include in their Listings with or without a watermark or tag bearing the words "Glampsites.com.com Verified Photo" or similar wording ("Verified Images"). You are responsible for ensuring that your Host Service is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Glampsites.com Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your Glampsites.com Account is terminated or suspended for any reason. You acknowledge and agree that Glampsites.com shall have the right to use any Verified Images in accordance with Section 5.5 for advertising, marketing or publicity purposes, including limited use by permitted third parties, in any media or platform. Where Glampsites.com is not the exclusive owner of Verified Images, by using such Verified Images on or through the Glampsites.com Platform, you grant to Glampsites.com an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing or publicity purposes in any media or platform. Glampsites.com in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Glampsites.com Platform solely for your personal and non-commercial use.
- 5.7. You are solely responsible for all Member Content that you make available on or through the Glampsites.com Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Glampsites.com Platform or you have all rights, licenses, consents and releases that are necessary to grant to Glampsites.com the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Glampsites.com's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 5.8. You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Glampsites.com's [Content Policy](#) or any other Glampsites.com policy. Glampsites.com may remove or disable access to any Member Content that is in violation of applicable law, these Terms or Glampsites.com's then-current [Policies](#) or [Standards](#), or otherwise may be harmful or objectionable to Glampsites.com, its Members, third parties, or property. Where Glampsites.com removes or disables Member Content, Glampsites.com will notify a Member and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal such a decision by contacting customer service.
- 5.9. If you believe that any content on the Glampsites.com Platform infringes copyrights you own, please notify us in accordance with our [Copyright Policy](#).

6. Service Fees

- 6.1. Glampsites.com may charge fees to Hosts ("**Service Fees**") in consideration for the use of the Glampsites.com Platform. More information about when Service Fees apply and how they are calculated can be found on our [Service Fees](#) page.
- 6.2. Glampsites.com reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.
- 6.3. You are responsible for paying any Service Fees that you owe to Glampsites.com. The applicable Service Fees (including any applicable Taxes) are collected by Glampsites.com Payments. Glampsites.com Payments will deduct any Host Fees from the Listing Fee before remitting the payout to the Host. Except as otherwise provided on the Glampsites.com Platform, Service Fees are non-refundable.

7. Terms specific for Hosts

7.1. Terms applicable to all Listings

- 7.1.1. When creating a Listing through the Glampsites.com Platform you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by Glampsites.com. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.
- 7.1.2. You are solely responsible for setting a price (including any Taxes if applicable, or charges such as cleaning fees) for your Listing ("**Listing Fee**").
- 7.1.3. Any terms and conditions included in your Listing, in particular in relation to deposits and cancellations, must not conflict with these Terms or the relevant deposit and cancellation policy for your Listing.
- 7.1.4. Pictures, animations or videos (collectively, "Images") used in your Listings must accurately reflect the quality and condition of your Host Services. Glampsites.com reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.
- 7.1.5. The placement and ranking of Listings in search results on the Glampsites.com Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Host Service, and/or ease of booking.
- 7.1.6. When you receive a booking from by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Host Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Host Fee and any applicable Taxes.
- 7.1.7. Glampsites.com recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your

insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation or other Host Service.

7.2. Listing Accommodations

7.2.1. Any Listing you post and the booking of, or a Guest's stay at, an Accommodation shall (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations).

7.3. Co-Hosts

7.3.1. Glampsites.com may enable Hosts to authorise other Members ("**Co-Hosts**") to administer the Host's Listing(s), and to bind the Host and take certain actions in relation to the Listing(s) as permitted by the Host, such as accepting booking requests, messaging and welcoming Guests, and updating the Listing Fee and calendar availability (collectively, "**Co-Host Services**"). Any agreement formed between Host and Co-Host may not conflict with these Terms, the Payments Terms, or any other Policies applicable to your Host Service(s). Co-Hosts may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorised by Glampsites.com. Glampsites.com reserves the right, in our sole discretion, to limit the number of Co-Hosts a Host may invite for each Listing and to limit the number of Listings a Co-Host may manage.

7.3.2. Hosts should exercise due diligence and care when deciding who to add as a Co-Host to their Listing(s). Hosts are responsible and liable for any and all Listings and Member Content published on the Glampsites.com Platform created by a Co-Host on their behalf. Further, Hosts remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Host(s). Co-Hosts remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Host, including, but not limited to, conduct that causes harm or damage to the Host. In addition, both Host and Co-Host are jointly responsible and severally liable for third party claims, including Guest claims, arising from the acts and omissions of the other person as related to hosting activities, communications with Guests, and the provision of any Co-Host Services.

7.3.3. Unless agreed otherwise by Host and Co-Host, Host and Co-Host may terminate the Co-Host agreement at any time. In addition, both Host and Co-Host acknowledge that their Co-hosting relationship will terminate in the event that Glampsites.com (i) terminates the Co-Host service or (ii) terminates either party's participation in the Co-Host service. When the Co-Host agreement is terminated, the Host will remain responsible for all of the Co-Host's actions prior to the termination, including the responsibility to fulfill any pending or future bookings initiated prior to the termination, except in the event of gross misconduct or malicious behavior of the Co-Host. When a Member is removed as a Co-Host, that Member will no longer have access to any Host or Guest information related to the applicable Host's Listing(s).

7.3.4. As a Co-Host, you will not be reviewed by Guests, meaning that your Co-Host activities will not affect your Reviews or Ratings for other Listings for which you are a Host. Instead, the Host of such Listing(s) will be reviewed by Guests (including potentially on the basis of the Co-Host's conduct and performance). Hosts acknowledge that Reviews and Ratings from Guests for their Listing(s) may be impacted by a Co-Host's conduct and performance.

8. Terms specific for Guests

8.1. Terms applicable to all bookings

- 8.1.1. Subject to meeting any requirements (such as completing any verification processes) set by Glampsites.com and/or the Host, you can book a Listing available on the Glampsites.com Platform by following the respective booking process. All applicable fees, including any applicable Taxes (collectively, "Total Fees") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Glampsites.com Account.
- 8.1.2. Upon receipt of a booking confirmation from Glampsites.com, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable deposit policy, cancellation policy and any rules and restrictions specified in the Listing. Glampsites.com Payments will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the [Payments Terms](#). For certain bookings, Guests may be required to pay or have the option to pay in multiple instalments.
- 8.1.3. If you book a Host Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorised to act on behalf of the minor. Minors may only participate in an Host Service if accompanied by an adult who is responsible for them.

8.2. Booking Accommodations

- 8.2.1. You understand that a confirmed booking of an Accommodation ("**Accommodation Booking**") is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host.
- 8.2.2. You agree to leave the Accommodation no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent ("**Overstay**"), you no longer have a license to stay in the Accommodation and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Host, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Host to make you leave (collectively, "**Overstay Fees**"). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at an Accommodation, you authorise Glampsites.com (via Glampsites.com Payments) to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a Guest's Overstay.

9. Booking Modifications, Cancellations and Refunds

- 9.1. Hosts and Guests are responsible for any modifications to a booking that they make via the Glampsites.com Platform or direct Glampsites.com customer service to make

("Booking Modifications"), and agree to pay any additional Listing Fees, Host Fees and/or Taxes associated with such Booking Modifications.

- 9.2. Guests can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy set by the Host, and Glampsites.com Payments will refund the amount of the Total Fees due to the Guest in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Host under the applicable cancellation policy will be remitted to the Host by Glampsites.com Payments pursuant to the Payments Terms.
- 9.3. If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In some instances, Glampsites.com may allow the Guest to apply the refund to a new booking, in which case Glampsites.com Payments will credit the amount against the Guest's subsequent booking at the Guest's direction. Further, Glampsites.com may publish an automated review on the Listing cancelled by the Host indicating that a booking was cancelled. In addition, Glampsites.com may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for cancelling the booking pursuant to Glampsites.com's Extenuating Circumstances Policy or has legitimate concerns about the Guest's behaviour.
- 9.4. In certain circumstances, Glampsites.com may cancel a pending or confirmed booking on behalf of a Host or Guest and initiate corresponding refunds and payouts. This may be for reasons set forth in Glampsites.com's Extenuating Circumstances Policy or for the reasons set out in Section 15 of these Terms. Where Glampsites.com cancels a booking, Glampsites.com will, notify Members and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal a cancellation by contacting customer service.
- 9.5. If a Guest who books an Accommodation suffers a Travel Issue as defined in the Guest Refund Policy, Glampsites.com may determine to refund the Guest part or all of the Total Fees in accordance with the Guest Refund Policy.
- 9.6. If a Guest or Glampsites.com cancels a confirmed booking, and the Guest receives a refund in accordance with the Guest Refund Policy, Extenuating Circumstances Policy, or the applicable cancellation policy set by the Host and mentioned in the Listing, after the Host has already been paid, Glampsites.com Payments will be entitled to recover the amount of any such refund from the Host, including by subtracting such refund amount out from any future Payouts due to the Host.

10. Ratings and Reviews

- 10.1. Within a certain timeframe after completing a booking, Guests and Hosts can leave a public review ("**Review**") and submit a numerical rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Glampsites.com. Ratings and Reviews are not verified by Glampsites.com for accuracy and may be incorrect or misleading.
- 10.2. Ratings and Reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 5 and must comply with Glampsites.com's Content Policy and Extortion Policy.

- 10.3. Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.
- 10.4. Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Glampsites.com Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

11. **Damage to Accommodations, Disputes between Members**

- 11.1. As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Host (and the individuals the Host invites to the Accommodation, if applicable).
- 11.2. If a Host claims and provides evidence that you as a Guest have culpably damaged an Accommodation or any personal or other property at an Accommodation ("**Damage Claim**"), the Host can seek payment from you. If a Host escalates a Damage Claim to Glampsites.com, you will be given an opportunity to respond. If you agree to pay the Host, or Glampsites.com determines under consideration of any applicable statutory rules on the burden of proof that you are responsible for the Damage Claim, Glampsites.com via Glampsites.com Payments will, after the end of your stay, collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to the [Payments Terms](#). Glampsites.com also reserves the right to otherwise collect payment from you and pursue any remedies available to Glampsites.com in this regard in situations in which you are responsible for a Damage Claim. You may appeal a decision taken by Glampsites.com on the basis of this Section 11.2 by contacting customer support. Any decisions made by Glampsites.com in relation to a Damage Claim do not affect your contractual or statutory rights. Your right to take legal action before a court of law remains unaffected.
- 11.3. Members agree to cooperate with and assist Glampsites.com in good faith, and to provide Glampsites.com with such information and take such actions as may be reasonably requested by Glampsites.com, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at an Accommodation (including, without limitation, payment requests made under the Glampsites.com Host Guarantee), (ii) Co-Host agreements. A Member shall, upon Glampsites.com's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Glampsites.com or a third party selected by Glampsites.com or its insurer, with respect to losses for which a Member is requesting payment from Glampsites.com. Members are entitled to terminate their participation in the mediation or similar resolution process at any time. A Member's right to take legal action before a court of law remains unaffected.

12. **Rounding off**

- 12.1. Glampsites.com generally supports payment amounts that are payable from or to Guests or Hosts to the smallest unit supported by a given currency (i.e., GBP pence, USD cents, Euro cents or other supported currencies). Where Glampsites.com's third-party payment

services provider does not support payments in the smaller unit supported by a given currency, Glampsites.com may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, Glampsites.com may round up an amount of £101.50 to £102.00, and round down an amount of £101.49 to £101.00.

13. Taxes

- 13.1. As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("**Taxes**").
- 13.2. Tax regulations may require us to collect appropriate Tax information from Hosts, or to withhold Taxes from payouts to Hosts, or both. If a Host fails to provide us with the required documentation under applicable law (e.g. a tax number) to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law until resolution.
- 13.3. You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Guests or Hosts on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Hosts, a set amount per day, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("**Occupancy Taxes**").
- 13.4. In certain jurisdictions, Glampsites.com may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Guests or Hosts, in accordance with these Terms ("**Collection and Remittance**") if such jurisdiction asserts Glampsites.com or Hosts have an Occupancy Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorise Glampsites.com (via Glampsites.com Payments) to collect Occupancy Taxes from Guests on the Host's behalf at the time Listing Fees are collected, and to remit such Occupancy Taxes to the Tax Authority. In other jurisdictions Glampsites.com may decide in its sole discretion to collect Occupancy Taxes and remit such Taxes to eligible and qualifying Hosts, based on tax information supplied by the Host, for ultimate reporting and remittance by such Host to the Tax Authority ("**Pass-Through Tax Feature**"). Such Hosts using the Pass-Through Tax Feature will be solely responsible for informing Glampsites.com about the correct Occupancy Tax amount to be collected from the Guest in accordance with applicable law and directly remitting the Occupancy Taxes to the relevant Tax Authority. Glampsites.com does not assume any liability for the failure of a participating Host to comply with any applicable tax reporting or remittance obligations. The amount of Occupancy Taxes, if any, collected and remitted by Glampsites.com will be visible to and separately stated to both Guests and Hosts on their respective transaction documents. Where Glampsites.com is facilitating Collection and Remittance, Hosts are not permitted to collect any Occupancy Taxes being collected by Glampsites.com relating to their Accommodations in that jurisdiction.
- 13.5. Guests and Hosts agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a

refund of Occupancy Taxes collected by Glampsites.com from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

- 13.6. Glampsites.com reserves the right, with prior notice to Hosts, to cease the Collection and Remittance in any jurisdiction for any reason at which point Hosts and Guests are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

14. Prohibited Activities

- 14.1. You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Glampsites.com Platform. In connection with your use of the Glampsites.com Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, [Policies](#) or [Standards](#);
- use the Glampsites.com Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Glampsites.com endorsement, partnership or otherwise misleads others as to your affiliation with Glampsites.com;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Glampsites.com Platform in any way that is inconsistent with Glampsites.com's [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Glampsites.com Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Host, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the Glampsites.com Platform;
- unless Glampsites.com explicitly permits otherwise, book any Listing if you will not actually be using the Host Services yourself;
- contact another Member for any purpose other than asking a question related to your own booking, Listing, or the Member's use of the Glampsites.com Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Glampsites.com Platform to request, make or accept a booking independent of the Glampsites.com Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Glampsites.com Platform or Glampsites.com Payments. If you do so, you: (i) accept all risks and responsibility for such payment, and (ii) hold Glampsites.com harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;

- use, display, mirror or frame the Glampsites.com Platform or Collective Content, or any individual element within the Glampsites.com Platform, Glampsites.com's name, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Glampsites.com Platform, without Glampsites.com's express written consent;
- dilute, tarnish or otherwise harm the Glampsites.com brand in any way, including through unauthorised use of Collective Content, registering and/or using Glampsites.com or derivative terms in domain names, trade names or other source identifiers, or registering and/or using domains names, trade names or other source identifiers that closely imitate or are confusingly similar to Glampsites.com domains, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Glampsites.com Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Glampsites.com or any of Glampsites.com's providers or any other third party to protect the Glampsites.com Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Glampsites.com Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Glampsites.com Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2. You acknowledge that Glampsites.com has no general obligation to monitor Member Content nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or edit any Member Content, in order to (i) operate, secure and improve the security of the Glampsites.com Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Glampsites.com in good faith, and to provide Glampsites.com with such information and take such actions as may be reasonably requested by Glampsites.com with respect to any investigation undertaken by Glampsites.com or a representative of Glampsites.com regarding the use or abuse of the Glampsites.com Platform.

14.3. If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Glampsites.com by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

15. Term and Termination, Suspension and other Measures

- 15.1. This Agreement shall be effective until such time when you or Glampsites.com terminate the Agreement in accordance with this provision.
- 15.2. You may terminate this Agreement at any time by sending us an email. If you cancel your Glampsites.com Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your Glampsites.com Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.
- 15.3. Without limiting our rights specified below, Glampsites.com may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.
- 15.4. Glampsites.com may immediately, without notice, terminate this Agreement and/or stop providing access to the Glampsites.com Platform if (i) you have materially breached your obligations under these Terms, the [Payments Terms](#), our [Policies](#) or [Standards](#), (ii) you have violated applicable laws, regulations or third party rights, or (iii) such action is necessary to protect the personal safety or property of Glampsites.com, its Members, or third parties (for example in the case of fraudulent behaviour of a Member).
- 15.5. In addition, Glampsites.com may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the [Payments Terms](#), our [Policies](#) or [Standards](#), applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Glampsites.com Account registration, Listing process or thereafter, (iv) you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Glampsites.com otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) such action is necessary to protect the personal safety or property of Glampsites.com, its Members, or third parties, or to prevent fraud or other illegal activity:
- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
 - cancel any pending or confirmed bookings;
 - limit your access to or use of the Glampsites.com Platform;
 - temporarily or permanently revoke any special status associated with your Glampsites.com Account;
 - temporarily or in case of severe or repeated offenses permanently suspend your Glampsites.com Account and stop providing access to the Glampsites.com Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Glampsites.com and an opportunity to resolve the issue to Glampsites.com's reasonable satisfaction.

- 15.6. If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of pre-existing cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

- 15.7. When this Agreement has been terminated, you are not entitled to a restoration of your Glampsites.com Account or any of your Member Content. If your access to or use of the Glampsites.com Platform has been limited or your Glampsites.com Account has been suspended or this Agreement has been terminated by us, you may not register a new Glampsites.com Account or access and use the Glampsites.com Platform through an Glampsites.com Account of another Member.
- 15.8. If Glampsites.com takes any of the measures described in this Section 15 you may appeal such a decision by contacting our customer service.

16. **Disclaimers**

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17. **Liability**

- 17.1. Glampsites.com is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Glampsites.com is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents; such liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Glampsites.com in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract. Any additional liability of Glampsites.com is excluded.

18. **Indemnification**

- 18.1. To the maximum extent permitted by applicable law, you agree to release, defend (at Glampsites.com's option), indemnify, and hold Glampsites.com and its affiliates and subsidiaries, including but not limited to, Glampsites.com Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Glampsites.com Platform or any Glampsites.com Services, (iii) your interaction with any Member, stay at an Accommodation, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, or (iv) your breach of any laws, regulations or third party rights. The indemnification obligation according to this Section 18 only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

19. **Feedback**

- 19.1. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Glampsites.com Platform ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the Glampsites.com Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

20. **Applicable Law and Jurisdiction**

20.1. These Terms are governed by and construed in accordance with the law of Northern Ireland. As a consumer, you may bring any judicial proceedings relating to these Terms before the competent court of Glampsites.com's place of business in Northern Ireland. If Glampsites.com wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the law of Northern Ireland.

21. **General Provisions**

- 21.1. Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Glampsites.com and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Glampsites.com and you in relation to the access to and use of the Glampsites.com Platform.
- 21.2. No joint venture, partnership, employment, or agency relationship exists between you and Glampsites.com as a result of this Agreement or your use of the Glampsites.com Platform.
- 21.3. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
- 21.4. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.
- 21.5. Glampsites.com's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
- 21.6. You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Glampsites.com's prior written consent. Glampsites.com may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.
- 21.7. Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Glampsites.com via email, Glampsites.com Platform notification, or messaging service (including SMS and WeChat).
- 21.8. If you have any questions about these Terms please email us.