



Terms and Conditions for Hosts

These Terms and Conditions were last updated on 20 January 2021.

Parties:

FLOWN LTD,

(referred to as “**Flown**”, “**We**” or “**Our**”), a company incorporated under the laws of England and Wales with the registered number 12516728; and

HOST

(referred to as “**Host**” or “**You**”), the party agreeing to these Terms and Conditions, whose details will be captured electronically upon acceptance and submission of this Agreement.

Definitions:

“ Availability ”	those dates that the Property is available for Bookings by Members.
“ Bookings ”	a reservation made by a Member via the Flown Platform for a stay in a Property.
“ Booking Cost ”	the amount paid by Members to Flown for Bookings.
“ Flown Customer Service ”	the team of people at Flown responsible for supporting and assisting Members and Hosts with their usage of the Flown Platform and for managing Bookings.
“ Flown Kit ”	a set of equipment Flown recommends Hosts purchase and maintain in order to make their Property more ergonomic and suitable for the Member’s specified Use Case.

“Flown Platform”	the tech-enabled marketplace of curated Properties, and surrounding services, built and operated by Flown, that lets Members search for and book Properties in order to work or think more creatively and productively.
“Flown Member Services”	services provided by Flown to Members, above and beyond the provision of property bookings. This includes, but is not limited to, online services, exercise classes, content, facilitation and coaching services, catering etc.
“Host”	owner or subcontracted manager/leaseholder of the Property, who is responsible for fulfilling the Bookings.
“Host Payouts”	payments made by Flown to Hosts representing Member’s payment of Booking Costs (taking into account any Booking Modification Fees or Booking Cancellation Fees), minus Service Fees.
“Host Services”	services provided by the Host to Flown and Members, as detailed throughout these Terms & Conditions.
“Intellectual Property Rights”	means any patents, designs, copyright (included but not limited to photography), trademarks, trade secrets and any other form of intellectual property protection recognized by the law of any applicable jurisdiction.
“Launchpad”	the name for the Member dashboard in the Flown Platform.
“Member”	a customer of Flown, either an organisation or individual, who makes Bookings for Property using the Flown Platform.
“Payout Method”	bank account details (or other acceptable method of receiving funds), for the Host Payouts to be made to Hosts.
“Policies”	a group of Flown policies which define how Members and Hosts are expected to behave when using the Flown Platform.
“Property or Properties”	those residential, holiday or hospitality spaces that can be offered for usage and/or accommodation for Members by Hosts on the Flown Platform. The details of these properties will be captured upon acceptance and submission of these terms.
“Property Profile Page”	a webpage accessible via the Flown Platform containing information and photography about the Property available for Bookings.
“Property Rate”	the daily/nightly cost of Property as set by Hosts on the Flown Platform.
“Service Fee”	the fee (including any taxes) charged by Flown to Hosts for each Booking made by Members.

“Use Case”	a collection of ways Members are able to use Properties. They include focused desk work, contemplative escape, and team off-sites. Each Use Case may require different Flown Kit items to optimise the Member’s experience.
“Visitors”	non-members or non-logged in members visiting the Flown Platform’s website.

1. The Flown Platform

- 1.1. The Flown Platform enables Hosts to offer Properties to Members for Bookings.
- 1.2. Hosts will be invited to participate in the Flown Platform, once a Host’s Property has been reviewed and accepted by Flown (“**Assessment Process**”). Acceptance into the Flown Platform is at the sole discretion of Flown, and shall not guarantee any Bookings for the Property.
- 1.3. Flown will collect information and photography from Hosts about the Property as part of the Assessment Process. This information and photography will be used by Flown to construct the Property’s profile on the Flown Platform.
- 1.4. Flown will be responsible for the creation and maintenance of a Property’s Profile Page on the Flown Platform. Flown will use both information provided by the Host about the Property, as well as content and photography of the Property created by Flown.
- 1.5. Flown may make requests from Hosts for additional or updated information to use in the creation of the Property Profile Page on the Flown Platform. Hosts will use best efforts to provide this additional information in a timely manner.
- 1.6. Information and photography provided by Hosts about their Property must be complete, truthful and accurate at the time it is provided. Hosts are responsible for keeping Flown informed if any information or photography previously provided is no longer accurate or complete. Flown reserves the right to alter and adjust any photography provided by Hosts to comply with the look and feel of the Flown Platform.
- 1.7. Hosts may request an alteration of their Property Profile Page via Flown Customer Service, but it remains at Flown’s discretion whether to adopt this alteration, e.g. review of Property, leading photograph used in the profile, description of the surrounding area, etc.
- 1.8. Subject to agreement from Flown, Hosts may include additional terms and policies in their Property Profile Page. These must be consistent with these Terms & Conditions and Flown Policies. From time to time Flown may offer specific promotions to Members which may impact Bookings and the Property, these shall be communicated in writing and/or may result in new Terms and Conditions being issued to Hosts.

- 1.9. Visitors will be able to search and browse Properties using the Flown Platform. Property Rates and Availability shall only be available to Members, who are logged into the Flown Platform.
- 1.10. Properties may be featured in prominent areas on the Flown Platform, such as the homepage and Launchpad. It is at Flown's discretion which Properties it highlights and at what times.
- 1.11. Flown will not charge Hosts for priority listings in the search results on the Flown Platform. However, priority may be given to Properties where the Host has provided a broad range of Flown Kit items to Members, or to Properties that have consistently received positive reviews from Members.

2. Booking Requests

- 2.1. Bookings for Properties can only be requested by Members logged into the Flown Platform ("**Booking Request**").
- 2.2. Hosts are responsible for responding to a Booking Request within 24 hours. This is essential for Flown to provide a reliable and valuable experience to its Members. Flown reserves the right to automatically decline a Booking Request if the Host has not responded within 24 hours.
- 2.3. Hosts may decline a Booking Request if the Property is no longer available for Bookings. A Host may not decline a Member's Booking Request for any discriminatory reasons based on the Member information shared with the Host.
- 2.4. When a Member makes a Booking Request, and the Host accepts the Booking Request, the Member and Host are entering into an agreement directly with each other. Flown is not and does not become a party to, or other participant in, any contractual relationship between Hosts and Members.
- 2.5. Once a Booking Request is accepted by a Host, a Booking confirmation will be sent to the Host through the Flown Platform. The Host has now entered into an agreement directly with the Member, and is responsible for delivering the Host Services as per Our Policies and these Terms & Conditions, as well as any terms specified by the Host in their Property Profile Page.
- 2.6. On acceptance of a Booking Request, Hosts are also agreeing to pay any applicable Service Fees (and any other agreed fees) to Flown.

3. Booking Modifications

- 3.1. Members are able to request to modify existing Bookings, by changing their start or end dates, type of Flown Kit required for the Booking, and the number of people attending the Booking (“**Booking Modifications**”).
- 3.2. Member requests to modify a Booking must be done via Flown Customer Service or through the Flown Platform. Members cannot modify a Booking directly with the Host.
- 3.3. Flown will contact the Host directly (either through Flown Customer Service or through the Flown Platform) to request the Booking Modification. The Host will use reasonable efforts to accommodate the Booking Modification, assuming the Host is able to accommodate the changed specifics of the Booking.
- 3.4. Members will not be charged for Booking Modifications made more than 10 days ahead of check-in.
- 3.5. If a Member makes a Booking Modification within 10 days of the check-in, and this Modification involves changing the dates or number of guests, such that the Host is left with a vacancy, the Member will be obliged to pay the Booking Cost (and the Host will be paid in accordance with clause 9), unless the Property is able to be rebooked on the original dates, or the Host chooses to waive this amount.
- 3.6. Flown and the Host will use reasonable efforts to fill any vacancies opened up by a Booking Modification. It is Flown’s intention to cause negligible impact to Hosts’ earnings and as such will remarketing the vacancy to its Members using the Flown Platform where possible.
- 3.7. The Host is required to advise Flown Customer Service if the vacancy caused by the Modification has been filled via other means. In this instance the Member will be refunded the Booking Cost and Flown’s Service Fee will not be charged.

4. Booking Cancellations

- 4.1. Members are able to cancel an existing Booking (“**Booking Cancellation**”) by contacting Flown Customer Service or through the Flown Platform to make the request.
- 4.2. Members will be able to make a Booking Cancellation and receive a full refund of the Booking Cost if the request is made at least 10 days before check-in (at the time shown in the Member’s confirmation email).
- 4.3. Flown will contact the Host directly (either through Flown Customer Service or through the Flown Platform) to inform the Host of the Booking Cancellation.
- 4.4. If a Booking Cancellation request is made within 10 days of check-in, the Member will be obliged to pay the Booking Cost (and the Host will be paid in

accordance with clause 9), unless the Property is able to be rebooked on the original dates, or the Host chooses to waive this amount.

- 4.5. Flown and the Host will use reasonable efforts to fill any vacancies opened up by a Booking Cancellation. It is Flown's intention to cause negligible impact to Hosts' earnings and as such will remarketing the vacancy to its Members using the Flown Platform where possible.
- 4.6. The Host is required to advise Flown Customer Service if the vacancy caused by the Cancellation has been filled via other means. In this instance the Member will be refunded the Booking Cost and Flown's Service Fee will not be charged.

5. Members

- 5.1. Flown will collect information on its Members, including phone number, address, and credit card details, as well as optional information such as their social media profiles, work background, and reasons for making a Booking Request.
- 5.2. Flown will share some of this information with Hosts where necessary as part of the Booking Request.
- 5.3. Once the Booking Request has been accepted by the Host, Flown will provide additional information to the Host about the Member, to enable the Host to provide the optimal experience for the Member.
- 5.4. Flown may take steps to validate the entity of its Members. However, Flown does not have the obligation to do this, or to pass any verification information to the Host, unless this is required by the laws applicable in the territory in question.
- 5.5. Flown takes all reasonable endeavours to ensure Members have an exceptional experience using the Flown Platform, and understand their responsibilities and obligations when staying in Host Properties. However, Flown is not responsible for the conduct or behaviours of its Members during Bookings.

6. Host obligations

- 6.1. Hosts shall cooperate in a timely and professional manner during the Assessment Process. The Host shall comply with all reasonable requests made by Flown during onboarding, such as allowing access to the Property to take photography, and providing any information Flown deems necessary to successfully list the Property on the Flown Platform.
- 6.2. Once a Booking Request has been received, Hosts and Members may communicate directly with one another through the Flown Platform. This communication may be needed to finalise price, finesse further details about the

Property, to arrange arrival time and to locate the Property. Hosts shall be responsive, helpful and friendly to Members.

- 6.3. From time-to-time Flown staff as well as third parties organised by Flown may visit the Property to provide Flown Member Services, such as group exercise activities, classes, tutorials or speakers etc. These services shall be communicated to the Host in advance and shall not interfere with the Property, its surroundings, other guests which are not Members and Property staff. The Host should cooperate fully with Flown so that the Flown Member Services are implemented successfully at the Property to ensure excellent Member experience.
- 6.4. Hosts are solely responsible for understanding and complying with any and all laws, rules, statutes, regulations, and contracts with third parties that apply to the Property or Host Services.
 - 6.4.1. This includes registrations, permits, zoning or similar.
 - 6.4.2. For example, some landlords and leases, or homeowner and building association rules, restrict or prohibit subletting, short-term rentals and/or longer-term stays. Some cities have zoning or other laws that restrict the short-term rental of residential properties. If You have questions about how local laws apply, You should always seek independent legal advice.
- 6.5. Hosts are responsible for maintaining their Properties' Availability and Property Rates on the Flown Platform.
- 6.6. Hosts shall ensure that the Property Rate is equal to or less than other platforms or booking engines where the Property is listed for availability and booking by any individual or organisation.
- 6.7. Hosts are responsible for providing Host Services to Members. Hosts are responsible for their acts and omissions, or the acts and omissions of anyone Hosts allow to participate in providing Host Services.
- 6.8. Hosts may not collect any additional Booking Costs outside the Flown Platform, except those expressly authorised by Our Policies.
- 6.9. Hosts may not encourage Members to take actions to book directly with them or via other channels outside of the Flown Platform. Flown reserves the right to invoice the Host for the Service Fee if a Member's Booking is done directly with the Host after usage of the Flown Platform.
- 6.10. Hosts should not cancel a Booking. If a Host cancels the Booking made by a Member, Flown may (in its sole discretion) impose a fee to cover the cost of supporting the Member to find an alternative Property to book.
- 6.11. Hosts are responsible for determining and fulfilling their obligations under applicable laws to report, collect, remit or include in your Property Rates any applicable VAT or other indirect taxes, occupancy taxes, tourist, income or other taxes.

- 6.12. Hosts are responsible for cleaning their Property to a professional standard and for obtaining any locally required approvals relating to health, safety and cleanliness.
- 6.13. Hosts are responsible for complying with any government regulations in place relating to coronavirus or any future health related epidemic.
- 6.14. Hosts shall have the relevant insurance policies in place to offer the Host Services and to comply with your responsibilities, including public liability insurance and property insurance. On Flown's request, Hosts should be able to produce both evidence of insurance coverage.
- 6.15. Hosts recognise that the services provided by Flown to Members is a new concept in the remote working space, and is making a significant investment in developing the brand and demand for remote work bookings. As such, the Host agrees to not enter into any other arrangement with a third party who is a direct competitor of Flown or provide services that are the same or similar to those offered on the Flown Platform to Members. For the avoidance of doubt, this means any work-focused accommodation booking platforms, including new work-focused sub-divisions of existing property booking platforms.
- 6.16. Hosts shall not disclose any of Flown's Intellectual Property or ways of working to third parties that provide similar services. For the avoidance of doubt, this includes processes and content that is not publicly available e.g. these Terms & Conditions, Flown's Assessment Process etc.

7. Accommodation Standards

- 7.1. Hosts must maintain a high standard of cleanliness and safety in their Property. Properties must be free of any health hazard, and abide by all health and safety regulations.
- 7.2. The Property must be maintained to the standard and accuracy described on the Property Profile page on the Flown Platform. If this is not possible, the Host is responsible to inform Flown of any change in quality, provisions, wifi coverage, supported Use Cases, Flown Kit items provided, etc.
- 7.3. Hosts are expected to provide as exceptional a Host Service as they can to Members. Member reviews may be published on the Property Profile Page.
- 7.4. At check-in, Hosts should ensure their guests have the information needed to access the Property in full (e.g. provide correct directions, update keycode, etc.).
- 7.5. The Host needs to consider that the Member is making the Booking, in part or in whole, for work purposes. As such the provision of a suitable environment to support the Member's elected Use Case is essential:
 - 7.5.1. Focused Desk Work - a suitably sized and positioned desk, lumbar-supported chair, sufficient lighting and power, and a strong reliable wifi

internet connection is essential. A functioning monitor (at least 24 inch) with a plug to support USB-C and Display Port is encouraged.

- 7.5.2. Contemplative Escape - a comfortable area to sit in a private area is essential.
- 7.5.3. Team Offsite - a table that can accommodate a small team, a display screen or projector, sufficient lighting and power, and a strong reliable wifi internet connection is essential. A whiteboard with markers is encouraged.
- 7.6. The standards require the desk and chair to achieve the level of comfort that would be achieved in a typical coworking space and the broadband and wifi needs to be reliable for typical working arrangements. The Host needs to ensure that a desk, lumbar support, suitable desk lighting is provided for the guests booked via the Flown Platform. The host is responsible for these work-related features within the Property.
- 7.7. The Host is expected to set-up the Property to accommodate the Member's elected Use Case for the Booking. Flown will send the Host the Member's Use Case, Booking goals, and requested Flown Kit items (based on what the Host has already said the Property has available). The Host must put out the Flown Kit items and set up the workspace optimally to support the Member's productivity and creativity while staying at the Property.
- 7.8. If there is any substantial failure to support the elected Use Case, that could have reasonably been avoided by the Host, it could result in a full refund of the Booking Cost to the Member. Flown reserves the right to charge Service Fees to reflect lost income.
- 7.9. Hosts are encouraged by Flown to provide a special experience for Members. Flown shares information with Hosts about a Member's work and goals, so that the Host is inspired to create an experience that helps the Member with their creativity and focus goals.
- 7.10. If a Property has multiple rooms available for Bookings, the Host may offer the Member a different room to that which was photographed in the Property Detail Page if it is substantially similar and at least the same Property Rate, with the Member's consent.

8. Service Fees

- 8.1. Flown will charge Hosts a Service Fee of 12.5% of the total value of the Booking incurred by the Member. This figure is exclusive of VAT or other taxes, which will be charged additionally where applicable.

- 8.2. In the interest of a collaborative partnership and in order to encourage Hosts to maximise availability for Flown Members during peak periods, Flown will waive the Service Fee during the months of July and August.
- 8.3. When a Member incurs cancellation or modification fees, these payments to Hosts will also incur the Service Fee.
- 8.4. Unless otherwise agreed in writing, additional spend incurred by the Member during the Booking, e.g. dining, minibar spend and excursions are not subject to the Service Fee.

9. Host Payouts

- 9.1. Flown will collect Member payments of the Booking Cost at the point the Booking is accepted by the Host. Flown reserves the right to alter how it collects Member payments at its discretion.
- 9.2. Flown will pay Hosts the Member's Booking Cost minus the Flown Service Fee ("**Host Payout**").
- 9.3. Host Payout will be initiated by Flown on the day of the Member's scheduled check-in date for a Booking, unless this date is a weekend or UK Bank Holiday in which case it would be initiated the following working day.
- 9.4. The receipt of funds from the Host Payout will be subject to normal banking processing time (typically 2 to 3 days but can vary depending on the territory).
- 9.5. Hosts will need to provide Flown with a Payout Method via the Flown Platform. Flown reserves the right to determine suitable Payment Methods and geographic locations to which they are able to process a Host Payout.
- 9.6. The Host authorises Flown to collect and store Payment Method details, and other billing related information. Flown may also share this information with governmental authorities as required by applicable law.
- 9.7. Flown may temporarily place a hold, suspend, or cancel any Host Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation.

10. VAT

- 10.1. The Host will supply Flown with their VAT registration number if they are VAT registered.
- 10.2. For VAT-registered Hosts, Flown will issue a self-billing invoice on behalf of the Host for all Member Bookings.
- 10.3. It is the Host's responsibility to inform Flown if their VAT status changes.

11. Intellectual Property

- 11.1. Flown may, at any time, use the Host's Intellectual Property to market the Property on the Flown Platform and on other marketing channels it deems necessary. Examples of these items include using Property's photography, images and details specific to the Property, as provided by the Host.
- 11.2. The Host warrants that they have full, clear and unencumbered title to all such Intellectual Property items, and that at the date Flown accesses them we will have full and unrestricted rights to use them.
- 11.3. Photography of the Property taken by Flown, and content created by Flown about the Property, shall remain the Intellectual Property of Flown, and the Host hereby waives any so-called "moral rights" in the Photographs

12. Term and Termination

- 12.1. This Agreement remains in effect until either party serves to the other 30 days' written notice to terminate, or We terminate the Agreement in accordance with these Terms and Conditions.
- 12.2. Subsequent to termination:
 - 12.2.1. the Host's obligations to fulfil Bookings taken through the Flown Platform continue to apply beyond the notice period, unless the termination was exercised by Flown as a result of serious failures to meet the terms referred to in this Agreement and Policies. In a situation where Flown exercises notice due to such failures, Flown reserves the right to relocate those bookings to other Hosts, without payment of Cancellation Fees to Hosts.
 - 12.2.2. Flown's obligations to pay Host Payouts for any undisputed amounts continue beyond the notice period, unless the termination was exercised by Flown as a result of a serious breach of contract. In a situation where Flown exercises notice due to such failures, and the parties cannot reach mutual agreement as to the final Host Payout amounts, both parties agree to independent arbitration to settle the final payments.
- 12.3 After termination, Flown will remove the Property from the Flown Platform, and cease to specifically mention the Property in its marketing materials.

13. Assignment

- 13.1. Neither party may assign, transfer or otherwise deal with the its contractual rights and/or obligations under this Agreement without the prior written consent of the other party; the exception being in the case of a disposal by Flown of all or substantially all of its undertaking and assets, where Flown may assign its rights and obligations, in whole or in part, without the Host's consent.
- 13.2. In the event of an assignment to which this clause applies, the assigning party shall notify the other party in writing within ten (10) business days of such assignment.

14. Modification

- 14.1. Flown reserves the right to update and modify these Terms & Conditions and Policies, from time to time, with any changes communicated through the Flown Platform and via email to Members and Hosts.
- 14.2. Notice of modifications will have 5 business days' notice, beyond which a Host's continued participation in the Flown Platform will constitute the Host's acceptance of the modification of these Terms & Conditions or Policies.

15. Indemnity

- 15.1. Host shall keep Flown indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses suffered or incurred by Flown as a result of or in connection with any claim brought against Flown for actual or alleged infringement of a third party's intellectual property rights or a Member's personal data arising out of, or in connection with, the receipt, use or supply of the Host Services, to the extent that the claim is attributable to the acts or omissions of the Host, its employees, agents or subcontractors.

16. Liability

- 16.1. Except as expressly and specifically provided in these Terms and Conditions all warranties, conditions, representations and other terms of any kind, whether express or implied, are, to the fullest extent permitted by law, excluded from the Terms and Conditions. In particular, Flown makes no representation with respect to the operation or availability of the Flown Platform, or to the Host's income potential using the Flown Platform. Flown will not be liable for any consequential loss due to any interruptions to or errors in the Flown Platform.
- 16.2. Flown shall not be liable for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; or loss of goods; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss (whether or not falling in any of the foregoing categories), costs, damages, charges or expenses.
- 16.3. Subject to clause 17, Flown's total aggregate liability under or in connection with these Terms and Conditions whether for breach of contract, tort (including negligence), misrepresentation or otherwise, shall be limited to an amount equal to Flown's Service Fees during the year preceding the date on which the claim arose.
- 16.4. Nothing in the Agreement excludes the liability of either party for any other liability which cannot be excluded under applicable law, including fraud, fraudulent misrepresentation, or death or personal injury caused by either party's negligence.

17. Force Majeure

- 17.1. Neither party shall be liable to the other by reason of any event arising which is beyond the reasonable control of the affected party (including any industrial action (save in respect of affected party's employees or suppliers), governmental regulations, fire, flood, disaster, pandemic, civil riot or war).

18. Anti-Corruption

- 18.1. You will not engage in any activity that would violate or cause Flown to be in violation of any anti-corruption regulations and administrative requirements applicable.

19. Data Protection

- 19.1. You are responsible for complying with any relevant data protection laws, including GDPR in relation to any of Flown's data and also Members data as provided under Clause 5.1.

20. Entire Agreement

- 20.1. The Agreement constitutes the whole agreement between the parties, and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral.
- 20.2. The exception is that this clause shall not exclude liability for any fraud or fraudulent misrepresentation of a party.
- 20.3. Any failure by Flown to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by Us in writing.

21. Governing Law & Jurisdiction

- 21.1. These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.