



Host Partnership Agreement

Parties

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

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

Definitions

“ Availability ”	dates that the Property is available for Bookings by Members.
“ Bookings ”	a reservation made by a Member for a stay in a Property.
“ Booking Cost ”	the amount paid by Members to Flown for Bookings.
“ Flown Crew ”	the Flown team responsible for managing Bookings, Modifications and Cancellations.
“ 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 marketplace of curated Properties (and add-on services) built and run by Flown, that lets Members search for and request to book Properties to work or think more creatively and productively.
“ 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 Booking Costs minus the Service Fee.
“ Host Services ”	services provided by the Host to Flown and Members.
“ Intellectual Property Rights ”	any patents, designs, copyright, trademarks, trade secrets and any other form of intellectual property protection recognised by the law of any applicable jurisdiction
“ Member ”	a customer of Flown, either an organisation or individual, who makes Bookings for Property via the Flown Platform.
“ Property ”	residential, holiday or hospitality spaces that can be offered for

usage and/or accommodation for Members by Hosts.

“Property Profile”	a webpage on the Flown Platform containing information and photography about the Property available for Bookings.
“Property Rate”	the nightly/weekly cost of Property as set by Hosts.
“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. Each Use Case may require different Flown Kit items.

1. The Flown Platform

- 1.1. Hosts will be invited to join the Flown Platform, once a Host’s Property has been reviewed and accepted by Flown (“**Assessment Process**”). Acceptance is at the sole discretion of Flown, and shall not guarantee any Bookings for the Property.
- 1.2. Flown will collect information and photography from Hosts as part of the Assessment Process. This data will be used by Flown to construct the Property’s Profile.
- 1.3. Flown will create the Property’s Profile. Flown could use information provided by the Host, as well as content and photography created by Flown.
- 1.4. Flown may make requests from Hosts for additional or updated information to use on the Property Profile. Hosts will use best efforts to provide this in a timely manner.
- 1.5. Information and photography provided by Hosts must be complete and accurate. Hosts are responsible for keeping Flown informed if any information or photography is no longer accurate or complete. Flown reserves the right to alter and adjust photography provided by Hosts to comply with the look and feel of the Flown Platform.
- 1.6. Hosts may request an alteration of their Property Profile via the Flown Crew, but it remains at Flown’s discretion whether to adopt this alteration, e.g. description of Property, leading photograph used in the profile, etc.
- 1.7. Properties may be featured in prominent areas on the Flown Platform. It is at Flown’s discretion which Properties it highlights and when. Priority may be given to Properties on the “Flexible” Service Package (as described in **Schedule A**), those that are providing a broad range of Flown Kit items, or those that consistently receive 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. Upon receiving a Booking Request, the Flown Crew will contact the Host to confirm Flown Kit requirements, Booking Cost, Availability. Hosts are responsible for confirming this information as quickly as possible to ensure a quality Member experience.

- 2.3. Hosts may decline a Booking Request if the Property is not available. A Host may not decline a Member's Booking Request for any discriminatory reasons (e.g. gender or ethnicity) based on the Member information shared with the Host.
- 2.4. When 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 any contractual relationship between Hosts and Members.
- 2.5. Once a Booking Request is accepted by a Host, the Flown Crew will send a Booking confirmation to the Host and Member, and will collect the Booking Cost in accordance with **Schedule A**. The Host is then responsible for delivering the Host Services as per this Agreement, as well as any other terms specified clearly in the Property Profile.

3. Service Packages

- 3.1. Hosts will be given the option to select one of two Service Packages. The details of these two options is outlined in **Schedule A**.
- 3.2. The Service Packages outline Flown's Service Fee, Host Payout terms, and Modification and Cancellation terms. They are designed to give Hosts options that will best suit their Properties.
- 3.3. Prior to a Property being listed on the Flown Platform, the Host must confirm one of the two Service Packages they wish to operate with.
- 3.4. The Host may switch Service Package by contacting the Flown Crew with a minimum of 10 days' notice. Existing Bookings will operate under the previous Service Package.
- 3.5. Cancellation and Modification terms (a component of the Service Packages) will be displayed to Members on the Property Profile.

4. Booking Modifications and Cancellations

- 4.1. Members are able to request to cancel their booking ("**Cancellation**") or modify existing Bookings e.g. by changing their start or end dates, type of Flown Kit required for the Booking, and the number of people attending the Booking ("**Modification**").
- 4.2. Member requests for Cancellations or Modifications must be done via the Flown Crew. Members or cannot do this directly with the Host, or vice versa.
- 4.3. Flown will contact the Host directly to discuss the Cancellation or Modification. The Host will use reasonable efforts to accommodate the request.
- 4.4. Members will be refunded or charged (if the Modification incurs a higher Booking Cost) based on the Service Package the Host has selected in **Schedule A**.
- 4.5. If the Modification or Cancellation is requested within the penalty period (as outlined in the Service Package in **Schedule A**) the Booking Cost will not be refunded to the Member, unless the Property is able to be rebooked on the original dates, or the Host chooses to waive this amount.
- 4.6. Flown and the Host will use reasonable efforts to fill any vacancies opened up by a Modification or Cancellation, irrespective of when this takes place. It is Flown's

intention to cause negligible impact to Hosts' earnings and as such will remarket the vacancy to its Members where possible.

- 4.7. The Host is required to advise the Flown Crew if the vacancy caused by the Modification or Cancellation has been filled via other means.
- 4.8. If the vacancy caused by the Modification or Cancelled has been filled by either the Host or Flown, the Member will be refunded the relevant Booking Cost and the Host will return the Host Payout to Flown.

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 as part of the Booking Request.
- 5.3. Once the Booking Request has been accepted by the Host, Flown may provide additional information to the Host, to enable the Host to provide an optimal experience.
- 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 understands 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, such as allowing access to the Property to take photography, and providing information Flown deems necessary to successfully list the Property on the Flown Platform.
- 6.2. Once a Booking Request has been accepted, Hosts and Members may communicate directly with one another. This communication may be needed to e.g. directions, arrange arrival time etc. Hosts shall be responsive, helpful and friendly to Members.
- 6.3. Hosts are solely responsible for complying with all laws, statutes, regulations, and contracts with third parties that apply to the Property or Host Services.
 - 6.3.1. This includes registrations, permits, zoning or similar.
 - 6.3.2. 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 the Host has questions about how local laws apply, they should always seek independent legal advice.

- 6.4. Hosts are responsible for ensuring details on the Property Profile are accurate (including any additional terms specific to their Property, provided the terms are not in conflict with this Agreement), and will notify the Flown Crew if changes are required.
- 6.5. Hosts shall ensure that the Property Rate is equal to or less than the Rate advertised on their own website as well as other platforms or booking engines where the Property is listed for availability and booking.
- 6.6. Hosts are responsible for providing Host Services to Members. Hosts are expected to provide as exceptional a Host Service as they can to Members. Member reviews may be published on the Property Profile. Hosts are responsible for their acts and omissions, or the acts and omissions of anyone Hosts allow to participate in providing Host Services.
- 6.7. Hosts may not collect any additional Booking Costs outside the Flown Platform. Incidentals such as mini bar spend, damage deposits, car rentals, cleaning/laundry etc can be handled outside the Flown Platform.
- 6.8. Hosts may not encourage Members to take actions to book directly with them or via other channels outside of the Flown Platform.
- 6.9. Hosts should avoid cancelling a Booking that has been confirmed. If the Host Payout has been initiated, the Host may not cancel the Booking, unless in extenuating circumstances. If this occurs, the Host will return the Host Payout to Flown, and an additional 5% fee may be imposed (at Flown's sole discretion) on the Host to cover the cost of supporting the Member to find an alternative Property to book.
- 6.10. Hosts are responsible for fulfilling their obligations under applicable laws to report, collect, remit or include in the Property Rates any applicable VAT or other indirect taxes, occupancy taxes, tourist, income or other taxes.
- 6.11. Hosts are responsible for cleaning their Property to a professional standard and for obtaining any locally required approvals for health, safety and cleanliness.
- 6.12. Hosts are responsible for complying with any government regulations in place relating to coronavirus or any future health related epidemic.
- 6.13. Hosts shall have the relevant insurance policies in place to offer the Host Services and to comply with responsibilities, including public liability insurance and property insurance. On Flown's request, Hosts should be able to produce evidence of this.
- 6.14. Hosts shall not disclose any of Flown's Intellectual Property or ways of working to third parties. For the avoidance of doubt, this includes processes and content not publicly available e.g. this Agreement, Flown's Assessment Process etc.

7. Accommodation Standards

- 7.1. Properties must be hazard-free, 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 on the Flown Platform. If this is not possible, the Host must inform the Flown Crew.
- 7.3. 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.).

- 7.4. 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 and detailed further [here](#).
- 7.5. In particular, standards require the desk/chair to achieve the level of comfort that would be achieved in a typical coworking space and the 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.
- 7.6. The Host is expected to set-up the Property to accommodate the Member's elected Use Case for the Booking. Flown will provide this information to the Host upon the Booking being confirmed. The Host must set up the Flown Kit items and workspace optimally to support the Member's while staying at the Property.
- 7.7. 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.
- 7.8. 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 Profile if it is substantially similar and at least the same Property Rate.

8. Service Fees

- 8.1. Flown will charge Hosts a Service Fee for each Booking. Hosts may select their preferred option as detailed in **Schedule A**, and in accordance with Clause 3.
- 8.2. Service Fees are exclusive of VAT or other taxes, which will be charged where applicable.
- 8.3. In order to encourage Hosts to maximise availability for Flown Members during peak periods, Flown will waive the Service Fee for Bookings that take place wholly during the months of July and August.

9. Host Payouts

- 9.1. Flown will collect Member payments of the Booking Cost in time to make Host Payouts.
- 9.2. Flown will pay Hosts the Member's Booking Cost minus Flown Service Fees in accordance with **Schedule A**.
- 9.3. The receipt of funds from the Host Payout will be subject to normal banking processing time (typically up to 3 days, but can vary depending on the territory).
- 9.4. Hosts will need to provide Flown with a payout method. Flown reserves the right to determine suitable payment methods and geographic locations to which they are able to process a Host Payout.
- 9.5. The Host authorises Flown to collect and store Host payment method details, and other billing related information. Flown may also share this information with governmental authorities as required by applicable law.
- 9.6. Flown may temporarily 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 details if they are VAT registered.
- 10.2. For VAT-registered Hosts, Flown will issue an invoice on behalf of the Host.
- 10.3. It is the Host's responsibility to inform Flown if their VAT status changes.

11. Intellectual Property

- 11.1. Flown may 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 and/or videos, and details specific to the Property, as provided by the Host. The use of this Intellectual Property will be limited to the business relationship which Flown and the Host have entered into. Any other use will be at the discretion of 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, will have full and unrestricted rights to use them. This includes relevant and signed property release and model release (by any people who appear in content being provided) for all photographic media including images and video. If such Intellectual Property Rights become restricted in the future, the Host will inform Flown as soon as they become aware. Flown will take action to remove this content as soon as they are able.
- 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. Flown may permit the Host to use photographs and / or content from time to time but this will be at the sole discretion of Flown, and any such agreed use should be to promote the relationship and business activity entered into with Flown.

12. Term and Termination

- 12.1. This Agreement remains in effect until either party gives 30 days written notice to terminate, or Flown terminates in accordance with this Agreement.
- 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. 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 Booking Costs 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 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 10 business days of such assignment.

14. Agreement Changes

- 14.1. Flown reserves the right to change this Agreement, from time to time, with any changes communicated through the Flown Platform or via email to Hosts.
- 14.2. Flown will provide 30 days' notice of changes, beyond which unless a Host notifies the Flown Crew of their intention to withdraw (in accordance with Clause 12), the changes will be deemed as acceptance by the Host.

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 this Agreement 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 Agreement. 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 or errors in 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 this Agreement 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. The Host will not engage in any activity that would violate or cause Flown to be in violation of any anti-corruption regulations.

19. Data Protection

- 19.1. Both the Host and Flown are responsible for complying with any relevant data protection laws, including GDPR, in relation to any of Flown's data and also Member data as provided.

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 this Agreement will not constitute a waiver of such right or provision unless agreed to in writing.

21. Governing Law & Jurisdiction

- 21.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of England and Wales.

Schedule A: Service Packages

Hosts may select one of the two Service Packages, in accordance with Clause 3 of this Agreement.

Option 1: Flexible

- The member may Modify or Cancel the Booking up to 10 days prior to check-in. If this occurs Flown will refund the Member (where appropriate) the Booking Cost.
- 10 days prior to check-in, the Host Payout will be initiated by Flown, unless this date is a weekend or UK Bank Holiday in which case it would be initiated the following working day. This amount is non refundable to the Member, unless in accordance with Clause 4.
- Flown will charge Hosts a Service Fee of 7.5% 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.

Option 2: Strict

- 2 months prior to check-in, 25% of the Host Payout will be initiated by Flown, unless this date is a weekend or UK Bank Holiday in which case it would be initiated the following working day. This amount is non refundable to the Member, unless in accordance with Clause 4.
- 1 month prior to check-in, the remaining 75% of the Host Payout will be initiated by Flown, unless this date is a weekend or UK Bank Holiday in which case it would be initiated the following working day. This amount is non refundable to the Member, unless in accordance with Clause 4.
- If the Booking is made within 1 month of check-in, 100% of the Booking Cost will be collected from the Member, and 100% of the Host Payout will be initiated on the next working day. This amount is non refundable to the Member, unless in accordance with Clause 4.
- 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.