

Scouty Terms of Service

These Terms of Service ("**Terms**") apply to all Hosts and Hirers, as Members of Scouty, and your use of the Scouty Platform. By signing up as a Member (either as Host or Hirer), you agree to these Terms.

The Terms also apply to all visitors to the Website whether or not registered as a Member. By visiting the Website you agree to access and use it in accordance with these Terms.

Please read these Terms carefully as they set out your rights and obligations and define a legally binding contract ("**Agreement**") under which we make the Scouty Platform and or Website is available to you. You should print off and keep a copy of these Terms for your records as at the date of joining or renewing.

Please also read our [Privacy Policy](#). If you do not agree to these Terms or the Privacy Policy, please do not use the Scouty Platform or visit the Website.

The Scouty Platform and Website is owned and operated and services provided by Scouty Ltd whose trading address and registered office is 162 Choumert Road, Ground Floor, London, England, SE15 4AB, United Kingdom. We are a company registered in England and Wales, with Company Number 11340007. You can contact us at hello@scouty.app.

In this Agreement we refer to Scouty Ltd as **Scouty, we, us, our** etc. And we refer to you as a **Member** or **Hirer** or **Host** as appropriate, **you, your** etc.

Here are some other **Definitions** that are used throughout the Terms

Account	means your registered account as described further in section 4.
Agreement	means the contract between Scouty and you for provision of access to the Platform or Website and related services which are subject to these Terms and any other terms, policies or other documents referred to herein.
Booking Process	means the process by which Hirers request and Hosts accept Bookings as set out in the Bookings Process .
Booking Amount	means the Location Charge (price per hour) multiplied by the hours requested.
Damage Fee	means a claim for damage to a Private Location or Hirer as described in section 9.
Hirer	means the person hiring a Private Location.
Hirer Fee	means the fees payable by the Hirer to Scouty as further described in section 8.
Host	means the person providing access to a Private or suggesting a Public Location.
Host Fee	means the fees payable by the Host to Scouty as further described in section 8.
Location	means the Private Location made available to book, or Public Location otherwise listed as suggestions by the Hosts.

Listing	means the publishing by a Member of the details of a Location on the Platform.
Location Charge	means the charges charged by the Host for a Private Location as described in section 5 which will be displayed inclusive of any tax charged by the Host.
Member	means any user of the Platform, including either a Host or Hirer, who has registered and created an Account on the Platform.
Member Content	means any content or information posted to or made available on the Platform or Website by a Member as further described in section 12.
Payments Process	means the details and process relating to fees, cancellation fees, refunds etc as described in the Payments Process .
Platform	means the Scouty listings and booking platform as made available to Members under these Terms.
Platform Content	means all content available on the platform including the Member Content and the Scouty Content.
Private Location	means a private location or space owned or controlled and listed and made available by a Host.
Public Location	means a public location or space, generally open for access by the public, that neither you or we own or control, listed as a suggestion by a Host or by Scouty.
Rating / Review	means the public review or star rating as further described in section 13.
Scouty Content	means any content or information posted to or made available on the Platform or Website directly by Scouty as further described in section 12.
Scouty Fee	means the Host Fees and/or Hirer Fees as further described in section 8.
Stripe Fee	Fee charged by Stripe for processing payments. Stripe fee is non-refundable and is 1,6% of Total Fee +20p for European cards and 2.9% + 20p for non-European cards.
Terms	means these terms and any other terms, policies or other documents referred to herein.
Total Fees	means the total fees payable by the Hirer including the Hirer Fees and Location Charges as further described in section 8.
Website	means the website at www.scouty.app or successor URL from where the Platform is publically made available, or other sites or related apps operated by Scouty or Scouty Ltd.

1. What is the Scouty Platform and what is Scouty's role?

1.1 The Scouty Platform is an online marketplace that enables Members that are Hosts and wish to hire out Private Locations or suggest Public Locations, to publish such Locations on the Scouty Platform as Listings. Hirers can browse or search for published Locations and can communicate and transact directly with Members to book Private Locations by following the [Bookings Process](#).

1.2 As the provider of the Scouty Platform, Scouty does not own, create, sell, resell, provide, control, manage, offer or supply any Listings or Locations posted by Members (nor Public Locations posted by Scouty). Hosts alone are responsible for their Listings and Locations.

1.3 When Members (as Hirers and Hosts) make or accept a booking, they are entering into a contract directly with each other. Scouty is not and does not become a party to, or become another participant in, any contractual relationship between Members. Scouty is not a broker or insurer, and is not acting as an agent in any capacity for any Member, except as specified in the [Payments Process](#).

1.4 Scouty endeavours to provide a safe, truthful and honest platform for all its Members, however we have no control over and can not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Locations, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or Member Content, or (iii) the performance or conduct of any Member or third party. Scouty does not endorse any Member, Listing or Location. Any reference to a Member being "verified" (or similar language) only indicates that the Member has completed a relevant verification or identification process. Any such description is not an endorsement, certification or guarantee by Scouty about any Member, including about the Member's identity or background.

You should always exercise care when deciding whether to book or use a Location, accept a booking request from a Hirer, or communicate and interact with other Members, whether online or in person.

2. Eligibility and Member verification

2.1 By accessing or using the Scouty Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract. If you are contracting on behalf of a company, you represent and warrant that you are authorised by that company to enter into such contracts and to bind the relevant company.

2.3 Scouty may make access to and use of the Scouty Platform, or certain areas or features of the Scouty 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. In any event Scouty reserves the right to accept or reject Members, Listings and Locations or bookings at its discretion.

2.4 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, and (ii) screen Members against third party databases or other sources.

4. How to become a Member and creating an Account

4.1 You must register and create an Account to become a Member and to access and use the Scouty Platform.

4.2 You must provide accurate, current and complete information during the registration process and keep your Account and any public Account profile or information up-to-date at all times.

4.3 You are responsible for maintaining the confidentiality and security of your Account login details and must not disclose your details to any third party. You must immediately notify Scouty if you know

or have any reason to suspect that your login details have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Account. You are liable for any and all activities conducted through your 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 login details).

5. Hosts and creating Listings for Locations

5.1 When creating a Listing through the Scouty Platform you must (i) provide complete and accurate information about the Location (such as giving a full description, location, and any availability restrictions), (ii) disclose any limitations, restrictions, house rules and other requirements that apply and (iii) provide any other pertinent information requested by Scouty. You are responsible for keeping your Listing information up-to-date at all times. Any pictures, animations or videos used in your Listings must accurately reflect the Location including its quality and condition.

5.2 You are solely responsible for setting a price (including any taxes if applicable which will be displayed to the Hirer as a gross figure, or other charges such as cleaning fees) for your Private Location ("**Location Charge**"). The charges must be clear and transparent and not include any hidden or unexpected costs for the Hirer. As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Location Charges any applicable VAT or other indirect sales taxes or other taxes. You will not attempt to charge a Location Charge for a Public Location.

5.3 You represent and warrant that in relation to any Listing you post (i) these and the booking of a Private Location will not breach any agreements you have with any third parties, such as other owners or parties with an interest or right in the Private Location, and that you own or control the Private Location with the right make it available as a Listing and Private Location; (ii) you will have any required permits, licenses and registrations in relation to Private Locations; (iii) you are not aware of any restrictions on use of any Public Locations, or will disclose those in the Listing; and (iv) you will comply with all applicable laws, tax requirements, and other rules and regulations.

5.4 As a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who may be present at the Location at your request or invitation, excluding the Hirer and any individuals the Hirer invites to the Location.

5.5 You as a host hosts are solely responsible for honouring any confirmed bookings and making available any Properties reserved through the sites and services. The Hirer can claim a Damage Fee of up to 30% of the Location Fee in the event it has suffered some losses due to delayed access to the location by the Host.

5.6 Bookings are made via the [Booking Process](#). When you accept a booking request by a Hirer, you are entering into a legally binding agreement with the Hirer and are required to provide access to your Private Location to the Hirer as described in your Listing and the booking. You also agree to pay the applicable Host Fee to Scouty and any applicable taxes in accordance with the [Payments Process](#). You also agree to issue any invoice paperwork in relation to the booking as the Hirer may request from you.

5.7 If a booking made outside of Scouty and not in accordance with the [Booking Process](#) the host will be charged with an additional admin fee of 5% of the Total Fee.

5.8 Please note that although we may share the name and contact details of the Hirer with you when they make a booking, you must respect their rights and only use the data provided to facilitate the booking and use of the Location.

5.9 You agree that we might share your contact information including your business name, name, phone number and email with the hirer after you confirm a booking to ensure a frictionless booking experience.

6. Hirers and making bookings for Private Locations

6.1 Subject to meeting any requirements set by Scouty and/or the Host, you can book a Private Location available on the Scouty Platform by following the [Booking Process](#). All applicable fees, including the Location Charge, Hirer Fee and 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 Account.

6.2 Upon receipt of a booking confirmation from Scouty on behalf of the Host, a legally binding agreement is formed between you and your Host. Scouty will collect the Total Fees at the time of the booking request and remit the appropriate amounts to the Host, pursuant to the [Payments Process](#). Scouty will not issue invoices between Host and Hirer. If such invoices are required, the Host and Hirer will communicate with each other directly.

6.3 If you choose to enter into a transaction with a host for the booking of property, you agree and understand that you will be required to enter into an agreement with the host and you agree to accept any terms, conditions, rules and restrictions associated with such property imposed by the host on the Listing and booking messages.

6.4 If you book a Private Location on behalf of other Hirers, you are required to ensure that every Hirer 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.

6.5 You understand that a confirmed booking of a Private Location is a limited license granted to you by the Host to enter and use the Private Location for the permitted purpose in accordance with the Listing or your agreement with the Host, for the duration of the booking, during which time the Host retains the right to re-enter the Private Location.

6.6 You agree that personal information including your business name / name, phone number and e-mail will be shared with the host in accordance with our [Privacy Policy](#) in order to ensure a frictionless booking experience and for invoicing.

6.7 You agree to leave the Private Location in the condition that you found it, and 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.

6.8 If you stay past the agreed upon leave time without the Host's consent, you no longer have a license to remain in the Private Location 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 the period that you overstay.

6.9 Hirers are responsible for their use of and activities on or in a Location and are responsible themselves to the exclusion of Scouty for (i) any required permits, licenses and registrations to use a Loca-

tion, including satisfying themselves in relation to any restrictions on use of a Public Location and (ii) compliance with all applicable laws, tax requirements, and other rules and regulations relating to the Location.

7. Insurance

You must acquire and maintain all insurance as required by Law and suitable for you or your business. You are solely responsible for understanding and evaluating what insurance is appropriate to cover damage, loss, injury, legal liability, and other harm specific to you, your business and the Hosts Location (including personal property within), and deciding what type of coverage, limits and providers are appropriate for you. The minimum required insurance to use Scouty is a Public Liability Insurance with a cover of minimum cover £1,000,000.

8. Scouty Fees and Payments Terms

8.1 Scouty may charge fees to Hosts ("**Host Fees**") and/or Hirers ("**Hirer Fees**") (collectively, "**Scouty Fees**") in consideration for the use of the Scouty Platform. The Host Fee is 10% and the Hirer Fee is 8% (if applicable). The Host fee of 10% is deducted from the Booking Amount and the Hirer Fee is added to the Booking Amount. The Hirer Fee will be shown prior to check out. More information about when Scouty Fees apply and how they are calculated and paid can be found on our [Payments Process](#).

8.2 The Hirer Fee (including any applicable taxes) will be displayed to Hirer prior to booking a Listing. The Host Fee of 10% will be shown on the receipt a Host gets for every booking. Scouty reserves the right to change the Scouty Fees at any time, and will provide Members adequate notice of any fee changes before they become effective.

8.3 Scouty will collect, deduct and remit any fees and charges in accordance with the [Payments Process](#). The Stripe Fee is included in the Scouty Fee is non-refundable.

8.4 Payments made through the Scouty platform are processed by Stripe. You can read their full terms and conditions [here](#).

8.5 Payment processing services for Hosts are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "[Stripe Services Agreement](#)"). By agreeing to these terms or continuing to operate as a Host, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Scouty enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe. You must use separate Stripe accounts for projects, websites, or businesses that operate independently from one another. This means that you must create a new Stripe account that you solely connect to Scouty and no other platform, website or project.

8.6 Scouty uses Stripe Connect — Scouty uses [Connected Accounts](#) for managing payment processing for you. The below are the terms surrounding Stripe Connect. We request certain [permissions](#) as a platform when you connect a Stripe account to help you accept payments online. These 'read and write' permissions allow us to create subscriptions, customers, charges, refunds, and more in your name. In order to collect (and if you initiate a refund) refund the location charges and relevant fees for you, we need those permissions. We can 'read and write' the informations of your Connected Account. By agreeing to this terms or continuing to operate as a Member on Scouty you agree to be

bound by the Stripe Connected Account Agreement, as the same may be modified by Stripe from time to time.

As a condition for the use of the Platform Service, you agree not to offer any information, data or content through the Platform that may infringe any law or regulation.

Furthermore, you agree that you:

- will not feign an improper relationship with a person or entity;
- will not access restricted/protected areas of the Platform;
- will not forward any viruses, worms, junk mail, spam, chain letters, unsolicited offers or advertisements of any kind and for any purpose
- will not check, scan or test the vulnerability of the Platform or any other related system or network, or act in breach of any security or authentication*; and
- will not use scripts, (partially) automated programs or other methods to gain priority on purchases.

9. Modifying a booking, Cancellations and Refunds

9.1 Hosts and Hirers may extend or modify a booking that they make via the Scouty Platform, and agree to pay any additional Location Charges, Host Fees or Hirer Fees and/or taxes associated with such extensions or modifications.

9.2 Hirers or Hosts can cancel a booking, and refunds will be made, in accordance with the [Booking Process](#) and [Payments Process](#).

9.3 If Scouty, in its sole discretion, determines that a Hirer is entitled to receive a refund in accordance with our terms and conditions, and/or the terms of the booking agreement between the Hirer and Host mentioned in the Listing, after the Host has already been paid, Scouty will be entitled to recover the amount of any such refund from the Host, including by subtracting such refund amount out from any future payments due to the Host.

10. Damage to Locations and Disputes between Members

10.1 As a Hirer, you are responsible for leaving the Location (including any personal or other property located at the Private Location) 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 Location, excluding the Host (and the individuals the Host invites to the Private Location, if applicable). You are responsible for any damages to the Location, Host or any personal property at a Location.

10.2 As a Host you have to report any damages along with relevant documentation, to Scouty within 72 hours of the Booking end time. Scouty will notify the Hirer of the impending damage charge. If a Hirer does not agree to pay a Host's damages claim then the damage claim will be resolved through our Resolution Process in Section 11.

10.2 If a Host cancels a confirmed booking less than 7 days prior the event date the Host must refund the Total Fee. The refund is initiated by using the "Refund" button in booking. The Host needs

to enter the Total Fee as refund amount. The refund amount will be transferred from the Hosts Stripe Connect account to the Hirers Credit Card. The Hirer can claim a Damage Fee of up to 30% of the Location Fee in the event it has suffered some losses due to late cancellation by the Host. All parties agree that this is a fair and reasonable amount as a genuine pre-estimation of the potential loss suffered by the Hirer. Such amount should be added to the above refund amount. The Stripe Fee is included in the Scouty Fee and is non-refundable.

10.3 If Scouty, in its sole discretion, determines that a Host is entitled to receive a damage charge in accordance with our terms and conditions, and/or the terms of the booking agreement between the Hirer and Host mentioned in the Listing or Messages, Scouty will be entitled to claim the amount of any such damage charge from the Hirer via the connected payment method.

10.4 Members agree to cooperate with and assist Scouty in good faith, and to provide Scouty with such information and take such actions as may be reasonably requested by Scouty, in connection with any Damage Fees or other complaints or claims made by Members relating to Private Locations or any personal or other property located at a Private Location.

11. Scouty Resolution Process

We encourage our Hires and Hosts to resolve disputes between themselves in a direct and informal manner. Hirers and Hosts should notify Scouty of a potential dispute within 72 hours after a Booking and document any damage, disputes, statements, or other material facts that may be relevant to the dispute and impact the enforcement of any applicable term, policy, or provision. Disputes between Members may be escalated through the following process:

11.1 Level 1: Dispute Resolution Between Hirers and Hosts. You agree to first attempt to resolve any disputes, disagreements, or claims that you have with other Members ("Member Dispute") in good faith through messaging via the Scouty Website or App. If Members are unable to mutually resolve the Member Dispute, then either Member may submit the Member Dispute to Scouty in written form.

11.2 Level 2: Level Two: Review of Member Dispute by Scouty. If Level 1 resolution is not successful, a Member may submit the Member Dispute to Scouty for review. This shall be done by submitting a written summary of the Member Dispute, including any requested documentation, to Scouty at help@scouty.app. Where a Member is covered by and tenders to supplemental insurance, the insurer may assign an adjuster to review the evidence, and Scouty will update the Hirer and/or Host's account in accordance with any determination. Where supplemental insurance is omitted, Members agree to cooperate and assist Scouty in good faith and to provide such information and take such actions as is requested in connection with the Member Dispute. Scouty will attempt to resolve the Member Dispute through communication with the Hirer and Host. If Members agree to a resolution, or if Scouty determines in its sole discretion that a Member is responsible for fees, damages, costs, refunds, or other amounts, you agree that Scouty may collect such amounts from you pursuant to the Scouty Terms, any Booking Agreement, or any applicable policy.

12. Content license, Content policy, and Intellectual Property Rights

12.1 Scouty may, at its sole discretion, 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 Scouty Platform and/or Website, including but not limited to Listings and Ratings and Reviews ("**Member Content**"); and (ii) access and view other Member Content and/or any content that

Scouty itself makes available on or through the Scouty Platform and/or Website ("**Scouty Content**"). Together Member Content and Scouty Content may be collectively referred to as "**Platform Content**").

12.2 By creating, uploading, posting, sending or otherwise making available any Member Content on or through the Scouty Platform and/or Website, you grant to Scouty a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, 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 Scouty Platform, in any media or platform. Unless you provide specific consent, Scouty 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.

12.3 You are solely responsible for all Member Content that you make available on or through the Scouty Platform and/or Website. 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 Scouty Platform and/or Website or you have all rights, licenses, consents and releases that are necessary to grant to Scouty 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 Scouty's use of the Member Content (or any portion thereof) will infringe, misappropriate or violate a third party's copyright, trade mark, patent, 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.

12.4 Scouty preserves the right of editorial control over all the content produced, published on Scouty or distributed as part of additional marketing services and may make changes to the content at any time. You acknowledge and agree that you shall have no claim in connection with production or distribution of content as part of Scouty and our additional marketing services against Scouty.

12.5 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, libellous, 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 any other publically available Scouty policy. Scouty may, without prior notice, remove or disable access to any Member Content that Scouty finds to be in violation of these Terms or Scouty's then-current policies, or otherwise may be harmful or objectionable to Scouty, its Members, third parties, or property.

12.6 Scouty respects copyright law and expects its Members to do the same. If you believe that any Platform Content on the Scouty Platform and/or Website infringes copyrights you own, please notify us.

12.7 The Scouty Platform, Website and Platform Content may in its entirety or in part be protected by copyright, trademark, and/or other laws. You acknowledge and agree that the Scouty Platform, Website and Scouty Content, including all associated intellectual property rights, are the exclusive property of Scouty and/or its licensors or authorising third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Scouty Platform, Website or Platform Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Scouty used on or in connection with the Scouty Platform, Website and Platform Content are trademarks or registered trademarks of Scouty.

Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Scouty Platform, Website and/or Platform Content are used for identification purposes only and may be the property of their respective owners.

12.8 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 Scouty Platform, Website or Platform 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 Scouty or its licensors, except for the licenses and rights expressly granted in these Terms.

13. Ratings and Reviews

13.1 Within a certain timeframe determined by Scouty, after completing a booking, Hirers and Hosts can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Scouty. Ratings and Reviews are not verified by Scouty for accuracy and may be incorrect or misleading.

13.2 Ratings and Reviews by Hirers and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to section 10 and must comply with the same conditions.

13.3 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.

13.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Scouty 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.

14. Prohibited Activities

14.1 In connection with your use of the Scouty Platform or Website, you will not and will not assist or enable others to:

- use the Scouty Platform to request, make or accept a booking off, or independent of, the Scouty Platform, to circumvent any Scouty Fees or for any other reason. Scouty reserves the right to pursue you for Scouty Fees in such circumstances;
- request, accept or make any payment for Location Charges outside of the Scouty Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Scouty harmless from any liability for such payment;
- offer, as a Host, any Private Location that you do not yourself own or have permission to make available as a location through the Scouty Platform;
- make a booking or use a Location to facilitate any illegal or unlawful activity or to engage in any sexual or pornographic activities;
- to use or process other's personal data for other purposes that are not related to the services provided via Scouty;
- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms or other publically available policies;

- 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 the Scouty Platform or Platform Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Scouty endorsement, partnership or otherwise misleads others as to your affiliation with Scouty;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Scouty Platform in any way that is inconsistent with Scouty's [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Scouty Platform or Website in connection with the distribution of unsolicited commercial messages ("spam");
- contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Scouty 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, display, mirror or frame the Scouty Platform, Website or Platform Content, or any individual element within the Scouty Platform, Scouty's name, any Scouty trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Scouty Platform or Website, without Scouty's express written consent;
- use any robots, spider, crawler, scraper or other automated or manual means or processes to access, collect, utilise or extract data or other content from or otherwise interact with the Scouty Platform or Website for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Scouty or any of Scouty's providers or any other third party to protect the Scouty Platform or Website;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Scouty Platform or Website;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Scouty Platform or Website.

14.2 You acknowledge that Scouty has no obligation to monitor the access to or use of the Scouty Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Scouty 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.

15. Term and Termination, Suspension and other Measures

15.1 This Agreement continues during your use of the Website or whilst you are a Member, until such time when you or Scouty terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement as Member at any time by sending us an email. If you cancel your Account as a Host, any confirmed booking(s) will be automatically cancelled and your Hirers will receive a full refund. If you cancel your Account as a Hirer, any confirmed booking(s) will be automatically cancelled and any refund will be in accordance with our cancellation policy.

15.3 Scouty may terminate this Agreement with you as a Member for convenience at any time by giving you fourteen (14) days' notice via email to your registered email address.

15.4 Scouty may immediately, without notice, terminate this Agreement and/or stop providing access to the Scouty Platform if (i) you have materially breached your obligations under these Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Scouty believes in good faith that such action is reasonably necessary to protect the personal safety or property of Scouty, its Members, or third parties (for example in the case of fraudulent behaviour of a Member).

15.5 If we take any of the measures described above (i) we may refund your Hirers in full for any and all confirmed bookings that have been cancelled, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.6 When this Agreement has been terminated, you are not entitled to a restoration of your Account or any of your Member Content. If your access to or use of the Scouty Platform has been limited or your Account has been suspended or this Agreement has been terminated by us, you may not register a new Account or access and use the Scouty Platform through an Account of another Member.

15.7 If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

16. Disclaimers and Liability

16.1 The Scouty Platform, Website and Platform Content are provided "as is", without warranty of any kind, either express or implied. Your use of the Scouty Platform, Website or Platform Content is at your sole risk.

16.2 We do not recommend or endorse any Listings, Locations, Host or Hirers. We do not guarantee that you are entitled to use any Location for any purpose, and you must satisfy yourself of any restrictions related to a Location

16.3 We are not the provider of the Listings or Locations and are not party to any contract between Host or Hirer or otherwise for the supply of the Locations.

16.4 We do not guarantee to conduct identity verification or background checks on any Member. To the extent we choose to do so, we disclaim any warranties of any kind, either express or implied, that such checks will be effective in any way.

16.5 We shall have no liability for any breach of any booking terms or failure to of a Host or Hirer to fulfil a booking.

16.6 You agree that we shall not be liable for any loss or damage whatsoever arising from or in any way connected with the Scouty Platform or Website or your use of or reliance upon any information

you obtain by means of the Scouty Platform or Website, or any engagements you make with third parties through your use of the Scouty Platform.

16.7 In any event we shall not be liable for any indirect or consequential loss including, without limitation, damage for loss of revenue, profits, loss of business, contracts, earnings, reputation, data including any other consequential or pecuniary loss (even where we have been advised of the possibility of such loss or damage).

16.8 To the extent Scouty is found liable for any loss or damage, this will at all times be limited to an amount equal to the value of Scouty Fees that would be payable in relation to a booking under which any liability arose.

16.9 These limitations and exclusions do not extend to death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation and only apply to the extent permitted by law. All such disclaimers and other limitations of liability are without prejudice to any statutory rights you may have.

17. Indemnification

If you breach these terms we may suffer loss. You agree to indemnify us against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of (i) any non-compliance by you with these Terms; (ii) your improper use of the Scouty Platform or Website; and / or (iii) your interaction with any Member or use of any Location, 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, or use.

18. General Provisions

Changes

Scouty reserves the right to modify these Terms at any time. If we make changes to these Terms, we will post the revised Terms on the Scouty Platform and Website and provide Members with notice of the modifications by email. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement your continued access to or use of the Scouty Platform will constitute acceptance of the revised Terms.

Third Party Links

The Scouty Platform or Website may contain links to third-party websites or resources. Scouty does not endorse and 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.

Availability

Due to the nature of the Internet, Scouty cannot guarantee the continuous and uninterrupted availability and accessibility of the Scouty Platform or Website. Scouty may restrict the availability of, or may improve, enhance and modify the Scouty Platform or Website or certain areas or features thereof, at any time.

No Partnership or agency etc

No joint venture, partnership, employment, or agency relationship exists between you and Scouty as a result of this Agreement or your use of the Scouty Platform or Website.

Third party rights

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

No Assignment

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Scouty's prior written consent. Scouty may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion.

Entire agreement

These terms and conditions (as amended from time to time) together with any document expressly referred to in them comprise the entire agreement between you and us.

Severability

Each provision of these terms and conditions shall be construed separately, applying and surviving even if for any reason one or other provisions is held to be inapplicable or unenforceable in any circumstances.

No waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

English Law

These terms and conditions shall be governed by English law and you submit to the exclusive jurisdiction of the English Courts.

If you have any questions about these Terms please [email us](#).

Last Updated: 08.03.2021