

LAST UPDATE: 15 AUGUST 2016

OUR TERMS

1. THESE TERMS

1.1 **About our service:** The Freebird Club is an online social travel club that connects hosts who have accommodation to rent with guests seeking to rent that accommodation. Users must be members to avail of the services that we provide. The service connects members who may then agree to rent accommodation and provides a service for the passing of payment between those members. The Freebird Club is designed to connect people and is as much about the social as it is about anything else. Because of that we only facilitate accommodation booking where the property owner will be present during the guest's stay. You can tell prospective guests what level of social interaction you would prefer, but you must be staying at the property during their stay. We do not permit our service to be used by property owners to rent empty properties to other members.

1.2 **What these terms cover.** These are the terms and conditions on which we supply our service to you. Our service is provided through our website and through applications which may be downloaded and run on a smart phone, tablet or other similar device. We are not a party to any agreements entered into between members for accommodation rental, neither are we estate agents, travel agents or insurers and we have no control over the conduct of members and their use of the site and app.

1.3 **Why you should read them.** Please read these terms carefully before you apply to become a member or submit a listing to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.4 **Other terms apply:** Please note that our Terms of Website Use, Privacy Policy, Cookie Policy and Acceptable Use policy also apply to your use of our website, applications and service. www.thefreebirdclub.com/terms-of-website-use/, www.thefreebirdclub.com/privacy-policy/, www.thefreebirdclub.com/cookie-policy/, www.thefreebirdclub.com/website-acceptable-use/, www.thefreebirdclub.com/booking-cancellation-policy/

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are The Freebird Club Limited, a company registered in Ireland. Our company registration number is 550116 and our office is at Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland. Our registered VAT number is 3290962OH

- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +353-1-6913300 or by emailing hello@thefreebirdclub.com, or by writing to us at The Freebird Club, Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **Eligibility:** Our service is only available to members who are registered and approved by The Freebird Club having met our registration criteria. To register we will ask you to provide some information about yourself and where relevant the property that you have available to rent to other members. You must provide at a minimum your name, date of birth, address, a personal photo, telephone number and email address, as well as payment information such as a credit card or debit card number. To verify who you are, your age and the location of your property we will ask you to provide a copy of photo ID which also shows your date of birth such as passport or driving licence, and if not already included with your payment details, proof of address in the case of hosts. This information will be handled according to our privacy policy www.thefreebirdclub.com/privacy-policy/. You are asked to provide additional information such as a brief description of who you are, your interests, etc.
- 3.2 **Your Freebird Club account:** You will be asked to provide a username and password so that only you can access your account. This information must be used only by you and must be treated according to the terms of our website use www.thefreebirdclub.com/terms-of-website-use/.
- 3.3 **Your status as a member:** If you choose to register and are accepted as a member your relationship with us is limited to being a member and an independent third party contractor and not an employee, partner or agent of The Freebird Club. You do not act on behalf of us and we have no right to control your listing or any other information that you provide. You agree not to create the impression that you act on behalf of or are endorsed by The Freebird Club.
- 3.4 **How we will accept your application.** Our acceptance of your membership will take place when we email you to tell you that we have accepted it, at which point a contract will come into existence between you and us.

3.5 **If we cannot or choose not to accept your application for membership.** If you do not meet our membership criteria, do not provide the required information or if we are unable to accept your application, we will inform you of this in writing and will not charge you for membership. This might be because you do not meet the criteria, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the service. In any event we have sole discretion to accept any application for membership and may decline your application without giving a reason.

3.6 **We reserve the right to only accept listings from certain countries.**

4. HOW IT WORKS

4.1 **How to join:** The Freebird Club is open to members who meet the eligibility criteria and who pay the joining fee where applicable. To apply to become a member you must fill out some personal information online and provide us with the information we need to verify if you are eligible to be a member. Once your membership is approved and you pay the joining fee you will become a member of The Freebird Club.

4.2 **How to view listings:** Our site facilitates the listing and booking of accommodation between members. You may browse limited information about listings as a non-member, but in order to view a listing and host profiles and contact the property holder you must be fully registered as a member.

4.3 **How to list a property:** If you are a property holder you may create a listing using our service. To do this you will be asked to provide certain information including the property address, a description of the property, number of rooms, availability. You will also be asked to provide information about yourself, your interests and background as well as the degree of social interaction you would like to have with guests, and the extent of catering offered. You may also choose certain criteria which should be met by guests, for example language spoken, whether they smoke, have pets etc.

4.4 **Local laws, we are not party to the rental contract, insurance:** You alone are responsible for the contents of your listing and to ensure that it will not breach any local laws (e.g. planning laws, laws governing rental of properties and so on), agreements you have with others or the rights of other people. Any agreement you enter into with a guest is between you and the guest and we are not a party to it. Before accepting a guest, it is advisable to ensure your property is insured for the purpose of providing accommodation, and to check the terms of your existing insurance policy to see if your acceptance of guests identified through our service is covered.

4.5 **How to book:** If you wish to book an accommodation from another member you must first contact the member with details of your booking enquiry including dates, number of guests and any other information required. At this point the total amount payable including Freebird service fee and any applicable taxes will be displayed. You will receive an email confirming your booking request, however your booking will not be complete until the host issues an invitation to you and you accept that invitation. Before doing that the other member (host) will have the opportunity to review your profile and have a conversation with you using the messaging system. To complete a booking, the member (host) must invite you to stay, but he or she is also entitled to reject the request for any reason. Once the host's invitation to stay has been issued and accepted by you, you will receive another email confirming the booking. If your booking enquiry is rejected, you will also receive email confirmation so that you can make another arrangement.

4.6 **Cancellation:** If either party decides to cancel a booking according to the Booking Cancellation Policy <https://www.thefreebirdclub.com/booking-cancellation-policy/>, a refund of the portion of the applicable amount collected will issue to the Guest who held the booking, and a cancellation fee may apply to the Host if the Host is the one to cancel.

4.7 **Appointment of Freebird as agent to collect charges for members listing accommodation:** When a member agrees to rent his or her accommodation to another member we will collect the agreed fee from the member who rents the accommodation and the member listing the accommodation appoints us as his or her collection agent only for the purpose of collecting those fees. In that case payments made to us are considered to be the same as if the payment was made directly between members and the member will make their accommodation available to the other member as if they had been paid directly. We will only transfer fees if we have received them and we cannot guarantee that we will receive them in each case. When acting as an agent in this way we do not accept any liability or responsibility for acts or omissions of any member since our responsibility is only to collect payments and transfer them to members when they are due.

5. TAXES

5.1 **We may collect taxes on your behalf:** We will always collect VAT where this is required by law. In certain circumstances we may or we may be obliged to collect other taxes such as occupancy taxes and remit them to the appropriate tax authority. In that case we will tell you in advance if we are going to do that and will let you know how much tax was collected in respect of each booking. If we do collect such taxes, you agree that you will not seek to collect the same tax directly from another member. You also agree that we may disclose to the relevant tax authorities if required, details of transactions arranged through our service including the identity of members, the value of the transaction and the amounts of tax (if any) collected by us.

6. PAYMENT AND FOREIGN CURRENCY

- 6.1 International payment platforms (e.g. PayPal), credit/debit card providers and/or banks will determine the exchange rate of your purchase and may add additional charges which you will be liable to pay.

7. OUR RIGHTS TO MAKE CHANGES

- 7.1 **Minor changes to the service.** We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes are intended to enhance the service, and will not adversely affect your use of the service

- 7.2 **More significant changes to the service and these terms.** In addition, as we informed you in the description of the service on our website, we may make the following changes to these terms or the service, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect:

- (a) Introduce an annual subscription fee;
- (b) Changes to our fees and commissions;
- (c) Changes to our booking cancellation policy;
- (d) Making material changes to our privacy policy; and
- (e) Any other material change.

8. PROVIDING THE SERVICE

- 8.1 **When we will provide the service.** We will supply the service to you until either your subscription expires (if applicable) or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.

- 8.2 **We are not responsible for delays outside our control.** If our supply of the service is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received. Please note that this clause only applies to our service and does not apply to any contract entered into between members since we are not a party to such contracts.

- 8.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the service to you, for example, your name, address, ID and contact details. If so, this will have been stated in the

description of the service on our website. We will contact you in writing or through our system to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the service late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.4 **Reasons we may suspend the supply of the service.** We may have to suspend the supply of the service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the service to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the service notified by us to you (see clause 7).

8.5 **Your rights if we suspend the supply of the service.** We will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. You may contact us to end your membership if we suspend it, or tell you we are going to suspend it, in each case for a period of more than six months.

9. YOUR RIGHTS TO END THE CONTRACT (MEMBERSHIP)

9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought (i.e. membership of the Club) is misdescribed you may have a legal right to end the contract** (or to get some or all of your money back), see *clause 12*;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see *clause 9.2*;
- (c) **If you have just changed your mind about**, see *clause 9.3*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see *clause 9.5*.

9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the service or these terms which you do not agree to (see *clause 7.2*);
- (b) we have told you about an error in the price or description of the service and you do not wish to proceed;
- (c) there is a risk that supply of the service may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than six months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

9.3 **Exercising your right to change your mind (Consumer Rights Directive).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Rights Directive, are explained in more detail in these terms.

9.4 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we approve your membership. However, once you have made a booking using the service you cannot change your mind, even if the period is still running.

9.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed but you will not receive a refund of your membership fee or any other fees paid to us.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

10.1 **Tell us you want to end the contract.** To end the memberships contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on +353-1-6913300 or email us at hello@thefreebirdclub.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the www.thefreebirdclub.com/cancellation-form/ on our website.
- (c) **By post.** Print off the www.thefreebirdclub.com/cancellation-form/ and post it to us at the address on the form. Or simply write to us at that address.

10.2 **How we will refund you.** If you are due a refund, we will refund you by the method you used for payment. However, we may make deductions from the price, as described below.

10.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1 **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if you:

- (a) do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, photo ID, profile information, payment details.
- (c) Engage in inappropriate or offensive activity on the website
- (d) Cause damage to another member's property
- (e) Engage in offensive or inappropriate behaviour in relation to another member
- (f) Fail to carry out what may be reasonably expected of a host or guest

12. IF THERE IS A PROBLEM WITH THE SERVICE

12.1 **How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at +353-1-6913300, or write to us at hello@thefreebirdclub.com or by post at The Freebird Club, Guinness Enterprise Centre, Taylor's Lane, Dublin 8.

12.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. Nothing in these terms will affect your legal rights.

13. PRICE AND PAYMENT

- 13.1 **Our charges:** We charge a joining fee to members (€25) and you agree that the fee will be charged from the payment method you supply to us.
- (a) **Guest fee:** If you make a booking as a Guest, we will charge the host rate for the accommodation, plus our service fee (12%) and any taxes we are obliged to collect; this will be detailed in your booking before you accept it.
 - (b) **Host fee:** If you are a Host and someone books a stay with you, we will deduct a Host service fee (3%) and any taxes we are obliged to collect, from the overall amount due to you.
- 13.2 **Rounding off:** The Freebird Club, for ease of processing and display, will round up or round down amounts that are payable from or to Guests or Hosts to the nearest whole number in which the currency is denominated (e.g. to the nearest euro, pound, dollar or other supported currency); for example, The Freebird Club will round up an amount of €51.50 to €51.00, and €51.49 to €51.00.
- 13.3 **Where to find the price for each listing.** The price of each listing (which includes our fees and VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the listing advised to you is correct. However please see clause 13.5 for what happens if we discover an error in the price of the service you order.
- 13.4 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
- 13.5 **What happens if we got the price wrong:** It is always possible that, despite our best efforts, some of the listings on our site may be incorrectly priced. It is each host member's responsibility to check that the price of their listings is correct. If the correct price for a listing at your order date is higher than the price displayed to you, the host member offering the listing will contact you for your instructions before they accept your booking. If a booking is accepted and processed where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, the booking may be cancelled and you will be refunded any sums you have paid.
- 13.6 **When you must pay and how you must pay.** We accept payment with most credit and debit cards, including Visa, Mastercard, American Express, JCB, Discover and Diners Club. You must pay your joining fee in advance. If you book accommodation, payment will be taken once the booking is confirmed by you. Payment for your accommodation (less our fees and any other deductions) will be forwarded to the host member usually within 24-48 hours after the commencement of the stay.

13.7 **What to do if you think there is a mistake.** If you think there is a mistake in a booking, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

14. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

14.1 **We are not responsible for member behaviour:** Members are responsible for their own acts and omissions and are responsible for taking care of other members' accommodation when they stay. This responsibility extends to any others that accompany them during a stay. We are not responsible for any loss or damage suffered by any member or their property as a result of other members' behaviour.

14.2 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

14.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 12.2

14.4 **When we are liable for damage to your property.** Since we do not provide services in your property we are not liable for damage to your property.

14.5 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the service to you;
- (b) to process your payment for the services;
- (c) pay any taxes due; and

- (d) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

15.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

15.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

15.4 **Privacy Policy:** For full details please see our Privacy Policy www.thefreebirdclub.com/privacy-policy/.

16. OTHER IMPORTANT TERMS

16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 **You may not transfer your rights to someone else.** Membership is personal to you and may not be transferred to any other person. Similarly, you agree that when you make a booking with another member that you will not transfer that booking to another person without the other member's permission.

16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Irish law and you can bring legal proceedings in respect of the services in the Irish courts. If you reside in the European Union you may be entitled to bring proceedings in the Member State in which you reside.
- 16.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you reside in the European Union and are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. Such provider will generally not charge you for making a complaint, and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that if you reside in the European Union disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform <http://ec.europa.eu/odr> . Details of alternative dispute providers in each member country are also available on this site.

Membership Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To: The Freebird Club
Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland
Tel. +353-1-6913300
Email: hello@thefreebirdclub.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of membership of The Freebird Club,

Received on [*],

Name of customer/member(s),

Address of customer/member(s),

Signature of customer/member(s) (only if this form is notified on paper),

Date:

[*] Delete as appropriate