

TERMS AND CONDITIONS

Introduction

GuestLee Sarl provides value-added services to home owners (“Hosts”) and guests.

These terms and conditions (“Host Terms”) apply to your registration as a “Host” with GuestLee (“we” or “us”) and to any and all services which we supply to you, as a GuestLee registered customer (“Customer”). Your registration with GuestLee is conditional on your agreement to these Host Terms in full.

In these Host Terms, Customers who are acting in their capacity as host their home (who are allowing their property to be occupied by Guests) will be referred to as “Hosts” and individuals who are acting as guests at such property will be referred to as “Guests”. For the avoidance of doubt these Host Terms shall not apply to the Hosts who will be subject to the Hands-Off Terms (and who are defined therein) and/or the other agreements relating to full-time management of a listing.

We provide services to you, the Host, in order to ensure that the property you make available for occupancy by Guests (“Property”) is “guest ready”. Our Guest-Ready Services (as defined below) are provided to you in order to complement your booking made with an Approved Booking Supplier (as defined below in clause 3.2) (“Booking”) for the occupation of the Property by a Guest.

We may amend these Host Terms at any time by posting the amended terms on the website www.guestlee.com (“Site”). All amended terms will automatically take effect immediately on posting. Please check these Host Terms periodically to inform yourself of any changes. In continuing to use the Site and/or our Guest-Ready Services you confirm that you accept the then current Host Terms in full at the time you use the Site and/or our Guest-Ready Services.

These Host Terms should be read in conjunction with our Website Terms and Privacy Policy, which are posted on the Site.

Guest-Ready Services

Subject to the receipt of a valid Service Request (defined below) we agree to provide any or all of the following services to you as requested by you, the Host, with reasonable skill and care and in accordance with these Host Terms ("Guest-Ready Services"):

House-Keeping Services (as set out in Appendix A).

Linen Services (as set out in Appendix B).

Check-in Services (as set out in Appendix C)

A request for the receipt of any of the above Guest-Ready Services can be made by you on the Site or by contacting us on +41 78 6161 989 or by email at our GuestLee email addresses ("Service Request").

A Service Request shall be submitted by a Host at least 48 hours in advance of the intended time of service failing which extra charges shall apply as specified on the Pricing page of the GuestLee website. All media related to the property created by GuestLee is copyright material of the agency.

We shall endeavour to respond to your Service Request(s) within 48 hours of receipt of the same. We are entitled to appoint sub-contractors to provide any and all of the Guest-Ready Services to you ("Third Party Suppliers") and the terms and conditions of such third party services shall apply to the relevant services in addition to these Host Terms.

Host Obligations

In order to allow us to provide the Guest-Ready Services set out in these Host Terms you agree that you will: Provide us with complete, accurate and timely information about the Property, the Guest and other information reasonably requested by us or which you consider relevant for provision of the relevant Guest-Ready Services, at all times; liaise and cooperate fully with us in the provision of the Guest-Ready Services and the delivery to us of (a copy of) the keys to the Property; respond to any requests which may be made by us;

comply with the provisions of Appendices A – D to these Host Terms; pay our fees and costs as per paragraph 4 below; and not, at any time during or following the provision of the Guest-Ready Services, directly or indirectly solicit or entice away (or attempt to solicit or entice away) any employees or contractors of GuestLee, including our cleaners, from our employment or engagement.

By agreeing to these Host Terms you warrant that you are a registered Host with a booking services supplier which is either Airbnb, Housetrip, Booking, Houseaway, Nine Flats or another supplier approved by us in writing ("Approved Booking Supplier") and have a confirmed Booking. You understand and agree that GuestLee does not act as an insurer and that you shall obtain the appropriate insurance for the Property and its contents.

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses including (without limitation) reasonable legal fees, arising out of, or in connection with, any breach by you of these Host Terms or the terms of any agreement you may have in place with the Approved Booking Supplier from time to time.

Charges and Payment

Details of our current charges for our Guest-Ready Services ("Charges") are set out in Appendix E or as otherwise agreed with you.

We will render receipts to you in respect of each Service Request (and the related Guest-Ready Services) and such invoices may include services provided by Third Party Suppliers. The Charges shall already be paid upon receipt from. We reserve the right to cancel a Guest Ready Service if we do not receive payment prior to commencement of that service.

When you make a Booking you may also agree with the Approved Booking Supplier that they supply certain guest services to you and/or your Guest(s) ("Guest Services"). The provision of Guest Services shall be governed by the Approved Booking Supplier's terms and conditions and any fees payable for such services shall be included in the accommodation fees quoted by the Approved Booking Supplier.

For the avoidance of doubt you will not be entitled to withhold by way of set-off, deduction or counterclaim any amounts which you owe to the Approved Booking Supplier against any amounts that you owe to us or vice versa.

The cancellation or termination of a Booking by you or the Approved Booking Supplier shall in no way release you from your obligation to pay our Charges in respect of our Guest-Ready Services in accordance with these Host Terms.

Termination / Cancellation

If your GuestLee account is terminated for any reason in accordance with the Website Terms, the agreement between you and us set out in these Host Terms shall immediately terminate.

Upon termination of your GuestLee account we will cease to provide our Guest-Ready Services to you with immediate effect.

The Charges for our Guest-Ready Services provided up until the date of termination shall become payable immediately following termination and receipt of our final invoice.

You agree to pay interest on any amount payable under these Host Terms and not paid on the due date, for the period from the due date to the date of payment at a rate equal to 4% above the United Banks of Switzerland base rate from time to time.

You may withdraw a Service Request and cancel the relevant Guest-Ready Services up to 24 hours before commencement of such services ("Cancelled Services"). Any Charges already paid in respect of Cancelled Services shall be refunded to you. For the avoidance of doubt, we shall not refund any charges already paid in respect of any Guest-Ready Services that are cancelled less

than 24 hours before they are due to commence but such charges shall be credited towards your account for the next Guest Ready Services that you request.

Liability

You agree that our liability in respect of any loss under these Host Terms will be limited in accordance with the terms and conditions set forth herein.

We do not have the authority to form a binding agreement between you and a Guest for the occupation of the Property. You will contract directly with a Guest and we will not be liable in respect of any matter arising which relates to a Booking between you, as Host, and a Guest. Nor will we be liable in respect of any matter arising between you, as Host, a Guest and/or an Approved Booking Supplier.

We will not be liable for the provision of services by third parties (including Third Party Suppliers) nor will we be liable if any Guest-Ready Services requested by you are unavailable.

We will not be liable to you or be deemed to be in breach of these Host Terms by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control such as shortages, unavailability, overbooking, severe weather, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war, civil unrest or other similar occurrences.

All media produced by the agency is under the ownership of GuestLee.

In no event shall we be liable for exemplary, incidental, indirect, special or consequential damages or for any business, financial or economic loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising out of or resulting from these Host Terms (even if we have been advised of the possibility thereof) and whether such loss arises as a result of negligence, breach of contract, tort or otherwise by us or any agent, employee or third party providing services on our behalf (including a Third Party Supplier) except to the extent the foregoing limitation is prohibited by applicable law.

Notwithstanding anything to the contrary herein, subject to any exceptions set forth in applicable law, our liability for all losses, damages, and other liabilities relating to or arising out of these Host Terms and the Guest-Ready Services provided hereunder (including, without limitation, with respect to property damage, damage to valuable or fragile items at the Property, personal injury, death) will be limited to the cost of obtaining replacement services or the amount of the Charges payable by you for our Guest-Ready Services within the 12 (twelve) months up to the date on which the liability is calculated, whichever is the higher amount.

You agree that by giving keys to your Property to GuestLee, you are allowing access to each of GuestLee employees, contractors and agents access to your Property.

Miscellaneous

Each of the parties hereto warrants that it has the power to enter into the agreement set out in these Host Terms and has obtained all necessary approvals to do so.

The relationship between you and us is that of an independent contractor. We shall not be, act as, purport to act as, or be deemed to be, the agent, employee or partner of you as to any matter. No

partnership, joint venture, association, alliance, or other fiduciary, employee/employer, principal/agent or other relationship other than that of independent contractor shall be created by these Host Terms, express or implied.

Each party acknowledges that these Host Terms, the Website Terms and Privacy Policy and any documents referred to therein (each as amended from time to time) contain the whole agreement between the parties hereto and that it has not relied upon any oral or written representations made to it by the other or its employees or agents. Nothing in this clause shall limit or exclude any liability for fraud.

The parties agree that these Host Terms are fair and reasonable. However, if any provision of these Host Terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording was deleted, then such provision shall apply with such deletions as may be necessary to make it valid and the remaining provisions shall remain in full force and effect and these Host Terms shall be enforced in such manner as carries out as closely as possible the intent of the parties hereto.

No failure or delay by us in exercising any right or remedy provided by law or under these Host Terms and no single or partial exercise of any such right or remedy shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. These Host Terms are governed by and construed in accordance with the laws of the Swiss Confederation and the Obligations Code of Property Management Companies. You agree, as we do, to submit to the exclusive jurisdiction of the Swiss courts.

Appendix A

Housekeeping Services

Part A – Pre-Booking Housekeeping Services

Subject to Part C below, GuestLee shall:

1. Remove all rubbish, plates and cutlery from every room used by the previous Guest(s) at the Property (if applicable).
2. Spray clean all visible surfaces at the Property.
3. Clean the bathroom, sink, toilet etc.
4. Make up the beds being used by the Guest(s) at the Property.
5. Vacuum the carpets and mop the floors in the main rooms at the Property.
6. Check whether all electrical equipment and appliances (including light bulbs and TV remote controls) at the Property are working.
7. Where such things are not already provided by the Host, provide essentials such as tea, coffee, sugar, hand wash, toilet roll for use by the Guest(s) (chosen and provided at GuestLee's discretion and subject to availability).
8. Carry out a final visual check to ensure that the Property is ready for the Guest(s).

The Host shall:

1. Provide GuestLee with a vacuum cleaner, toilet brush, mop and bucket.
2. Does not need to provide GuestLee with the following spare linen for each Booking:
1 clean / ironed sheet per bed

1 duvet cover per bed

Appropriate number of pillow cases

1 bath towels per Guest

1 hand towel per bathroom

1 tea towel for the kitchen.

4. Inform GuestLee if there are any items which are particularly fragile and mark them as such.

5. Lock away any expensive, irreplaceable and/or fragile items.

Part B – Post Check-out Housekeeping Services

Where GuestLee has been informed that the Property is not immediately required by another Guest at the end of a Booking, GuestLee shall carry out a reduced form of the Pre-Booking House-Keeping Services (as described in Part A above) which shall not include re-stocking of the essentials or the Excluded Items defined below in Part C.

Part C – Excluded Items

GuestLee shall not undertake the following activities (unless it is requested by the host) :

- Window Washing
 - Washing Walls
 - Furniture Treatment
 - Carpet Treatment or Deep Cleaning
 - Cleaning of exterior windows
 - Animal waste removal
 - Gardening & garden shed cleaning
 - Garden and/or Patio cleaning
 - Mould and/or bio-hazardous substance removal
 - Industrial cleaning
 - The lifting of heavy furniture
 - Cleaning surfaces above arms reach
 - Cleaning of heavily soiled areas
 - Extermination (insects etc.)
 - Yard work or garage cleaning
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- Cleaning of items that appear to be broken or are likely to break during cleaning

Appendix B

Linen Services (Included in the Full management)

GuestLee shall provide the following items for each Booking:

1. 1 clean / ironed sheet per bed

2. 1 duvet cover per bed

3. Appropriate number of pillow cases

4. 1 bath towels per Guest

5. 1 hand towel per bathroom

6. 2 face towels per guest

7. 1-2 tea towel

For the avoidance of doubt, the above items will only be provided once, at the start of the Booking. If the Host wants any of the items to be changed then it will need to request and book another linen service.

The Host shall provide the following basic items as appropriate:

1. Mattresses (and mattress toppers)
2. Duvets
3. Pillows

If the Host requires any of the above three basic items, it must notify GuestLee at least 48 hours in advance of the Booking and they will be provided at an additional cost.

Host shall return all linen rental items as soon as possible at the end of a Booking. If the Booking is for longer than 15 days, we reserve the right to call back the linen and the Host is required to return the linen upon such call back.

If any linen rental item is missing at the end of the Booking, we reserve the right to charge the full replacement value of that item.

A Host may not wash and reuse the linen items.

Appendix C

Check-in Services

GuestLee shall:

1. Receive the Guest at the Property at the time appointed by the Host/Client.
2. Give the Guest a tour of the Property.
3. Hand over the keys to the Property to the Guest.

In order for GuestLee to perform the Check-in Services, the Host shall:

1. Provide a check-in time to GuestLee at least 48 hours in advance.
2. Update GuestLee as soon as possible if there are any changes to the check-in time.

GuestLee shall provide the Check-in Services only between 8 am and 10 pm. For check-in at other times, additional charges shall apply and check-in shall be at the discretion of GuestLee.

If the Guest is late, GuestLee is only obliged to wait for 120 minutes after the original check-in time. GuestLee may wait for longer at their discretion but extra charges may apply for this