INCLUSION

Nondiscrimination Policy

The standard every Host and Guest must meet, the narrow situations where the law allows a difference, and what we do when someone is treated unfairly.

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Applies to: All Members · Governing law: Equality Act 2010 (UK); PEPUDA and the Constitution (South Africa) · Owner: Trust and Safety, BabuSpace Ltd

BabuSpace was built for people moving between London and African cities — for family visits, work, study and relocation. Our Members have been turned away from accommodation before. Some of them expect it. This policy exists so that it does not happen here, and so that when it does, something is done about it.

1. The standard

1.1 No Member may refuse, restrict, cancel, price differently, or treat less favourably any other Member because of a protected characteristic.

1.2 **Protected characteristics** for the purposes of this policy are:

- race, colour, ethnicity, national origin, ancestry and caste
- religion or belief, and the absence of belief
- sex and gender
- gender identity and gender expression, including transgender status
- sexual orientation
- disability, including a requirement for an assistance animal
- age
- marital or civil partnership status
- pregnancy and maternity
- HIV status and other health status
- immigration status, except where a specific legal obligation applies to the Host
- language

1.3 The standard applies to Hosts and to Guests. A Guest may not refuse a Host, or cancel, onany of these grounds either.

1.4 It applies to every part of the interaction: search and booking, messaging, pricing, houserules, the stay itself, reviews, and dealings in the Resolution Centre.

2. What is prohibited

2.1 Hosts must not

- decline a booking request because of a protected characteristic, or for a reason that is a proxy for one;

- cancel a confirmed Booking after learning something about the Guest that relates to a protected characteristic;
- apply different prices, different deposits, different house rules or different check-in arrangements on that basis;
- impose a rule that has no purpose other than to exclude, such as a requirement that is impossible for a person with a disability to meet;
- state or imply a preference or a restriction in a Listing — including phrases such as "professionals only", "no families", "suitable for a certain nationality", or "not suitable for elderly guests";
- refuse a recognised assistance animal, whatever the property's pet policy;
- refuse to make a reasonable adjustment for a disabled Guest.

2.2 Guests must not

- refuse a property, or cancel, because of the Host's protected characteristic;
- make discriminatory remarks in messages, during a stay, or in a review;
- treat a Host's family, staff or neighbours less favourably on a protected ground.

3. Describing a property accurately is not discrimination

3.1 A Host must describe what the property is. A factual, neutral description of a limitation is required, not prohibited.

Permitted, and required	Not permitted
"The only bathroom is up two flights of stairs with no handrail."	"Not suitable for disabled guests."
"There is no lift and the flat is on the fourth floor."	"No elderly guests."
"This is a studio with one bed, suitable for two guests."	"No children."
"There are steep steps to the front door and a raised threshold."	"Not wheelchair accessible" used as a blanket refusal without describing the property
"There is a resident dog in the shared hallway."	"No pets, including assistance animals."

3.2 The distinction is between **describing the property** and **excluding the person**. Describe the property. Let the Guest decide.

3.3 Where a Guest asks whether a property will work for them, answer factually and helpfully. Offer measurements if asked.

4. Assistance animals

4.1 A recognised assistance animal is **not a pet** and is not subject to a pet policy, a pet fee or a pet restriction.

4.2 A Host must accept an assistance animal even in a Listing that does not accept pets, and may not charge extra for it.

4.3 A Host may ask what task the animal performs. A Host may not demand certification, documentation or a demonstration.

4.4 The narrow exception is where a Host or a permanent resident has a severe, medically evidenced allergy, or where accepting the animal would create a genuine safety risk. A Host in that position must contact BabuSpace before declining, and we will help the Guest find an alternative. A Host may not decline unilaterally.

5. Reasonable adjustments

5.1 Hosts are expected to make reasonable adjustments where they can be made without disproportionate difficulty or cost. Examples: moving furniture to widen a route, removing a rug that is a trip hazard, providing a ground-floor room where one exists, allowing a carer to accompany a Guest at no extra charge, or agreeing a flexible check-in.

5.2 Hosts are not required to carry out structural alterations to a property.

5.3 A carer travelling to support a disabled Guest is not counted as an additional guest for the purposes of an extra-guest charge.

6. Where the law allows a difference

6.1 Narrow statutory exceptions exist in some jurisdictions where a Host shares living accommodation in their own home with the Guest. These exceptions are limited, they do not extend to every protected characteristic, and they never permit refusal on the ground of race.

6.2 A Host who believes an exception applies to them must take their own legal advice and must contact BabuSpace before relying on it. We will look at the specific facts.

6.3 A Host may set a shared-home preference relating to sex **only** where the Guest will share a bathroom, kitchen or sleeping area with the Host or the Host's household, where local law permits it, and where the preference is stated on the Listing. This does not apply to an entire property.

6.4 There is no exception permitting differential treatment on the ground of race, colour, ethnicity or national origin, in any circumstance, on this Platform.

7. How to report

7.1 Report through the report function, or to info@babuspace.uk marked "Discrimination Report". Reports are prioritised.

7.2 Tell us what happened, when, and what was said. Screenshots of messages are the most useful evidence.

7.3 You may report an experience that happened to someone else.

7.4 **We aim to acknowledge within 24 hours and to complete an investigation within 10 business days.** We will tell you the outcome.

7.5 We do not tolerate retaliation against anyone who reports in good faith.

8. What we do about it

8.1 **Where a Guest was refused or cancelled on a discriminatory ground:**

- we find and book comparable accommodation, and cover any difference in price;
- the Guest receives a full refund of the original Booking including all fees;
- the Host's calendar is blocked for those dates;
- we act against the Host under §8.2.

8.2 **Action against the Member responsible:**

Finding	Action
Discriminatory language in a Listing	Immediate correction required; Listing suspended until corrected
A single refusal on a protected ground	Written finding, mandatory acknowledgement, and a formal warning recorded on the account

Refusing an assistance animal	Listing suspended pending review; repeated refusal results in removal
A pattern of refusals correlating with a protected characteristic	Account suspended pending full review; normally removal
Discriminatory harassment, slurs, or a hate incident	Immediate permanent removal; report to authorities where a criminal offence may have occurred
Retaliation against a reporter	Immediate suspension; normally removal

8.3 Where the conduct may amount to a criminal offence, we will report it and cooperate withany investigation.

9. What we do on our side

9.1 We monitor booking acceptance patterns for indications of discrimination. Where a Host's declines correlate with a protected characteristic, we review the account whether or not anyone has complained.

9.2 We keep a record of every discrimination report and the action taken, and we review that record regularly to check we are applying the same standard to everyone.

9.3 We apply this policy to ourselves. If BabuSpace treats a Member unfairly on a protected ground, the same reporting route applies and the complaint goes to a person who was not involved.

9.4 Nothing in this policy limits any legal right a Member has. A person who has been discriminated against may bring a claim under applicable law regardless of what we decide.

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