LIMITS OF OUR RESPONSIBILITY

Liability and Exclusions Policy

Where a claim can be made against BabuSpace, where it cannot, what we do about fraud, and what the law does not allow us to exclude.

BS-POL-022 · Version 1.0 · Effective 15 October 2026 · Live
Applies to: All Members · Governing law: England and Wales · Owner: Finance and Legal, BabuSpace Ltd

Most platforms bury this document. We would rather you read it before you need it, because the worst time to discover a limit is in the middle of a dispute. Section 6 lists the things we are not permitted to exclude, whatever the rest of this document says.

1. What BabuSpace is

1.1 We are a **marketplace and a disclosed agent**. We introduce Guests to Hosts and handle the payment.

1.2 The contract for the stay is between the **Guest and the Host**. BabuSpace is not a party to it.

1.3 We do not own, manage, inspect, certify, license or supply any property, Service or Experience on the Platform.

1.4 We are not a bank, an electronic money institution, a payment institution, an insurer, an insurance intermediary, a travel agent, a tour operator or an estate agent.

2. What we are responsible for

We accept responsibility for the things we actually control:

- operating the Platform with reasonable skill and care;
- handling your payment correctly and instructing our payment providers accurately;
- calculating refunds correctly under the published policies;
- protecting your personal data as set out in BS-POL-003;
- applying our policies consistently, and explaining our decisions;
- our own fraud, our own negligence, and our own breach of contract.

2.1 Where we get one of these wrong, tell us. We will correct it and put you back in the position you should have been in.

3. What we are not responsible for

We are not responsible for	Because
The condition, safety, legality or accuracy of any property	We do not own or inspect it. The Host does
A Host's or a Guest's conduct during a stay	They are independent of us
We are not responsible for	**Because**

Injury, illness or death occurring at a property	The Host is the occupier. This is what the Host's insurance and yours are for
Loss or theft of your belongings	Covered by your own insurance, not by us
A Service or Experience, or anything a Host provides	The Host is the supplier. See BS-POL-009
Travel costs, flights, missed connections or onward arrangements	We sell nothing but the introduction and the payment
A third party's failure - an airline, a bank, a card network, a utility	Outside our control
Anything agreed between a Guest and a Host outside the Platform	We have no record, no funds and no leverage
A Host's tax, licensing or planning position	Set out in BS-POL-007
Loss of profit, loss of opportunity, loss of goodwill, or pure distress	Not a loss we are in a position to price

3.1 We do not guarantee that the Platform will be uninterrupted or error-free, that a Listing will remain available, or that a Booking will be accepted.

4. Where no claim can be made at all

These are absolute. A claim in any of the following categories cannot be brought through the Platform, and we will decline it without assessing its merits.

Category	Why
Off-Platform bookings	Any booking not made and paid for through BabuSpace, including one that began with a BabuSpace introduction. We hold no funds, no record and no contract. See BS-POL-006
Off-Platform payments	Money sent by bank transfer, mobile money, cash or a payment link, however the request was framed. We cannot recover it and we cannot compensate for it
Out-of-time claims	A claim brought after the deadline in section 8. The deadlines exist because evidence decays and, once another Guest has entered a property, nothing can be established fairly
Unevidenced claims	A claim for money with no evidence of prior condition, no invoice, no quotation and no third-party report. The party asking for money proves the claim
Already decided and appealed	A matter decided under BS-POL-015 and appealed once. Our process ends there
Claims for consequential loss	Loss of profit, a missed event, a cancelled onward trip, time spent, or distress
Claims arising from the claimant's own breach	A Guest removed for breaching house rules; a Host penalised for an undisclosed charge
Category	**Why**

Deliberately inflated or false claims	Refused in full, not reduced to a fair amount. Also a removable breach under BS-POL-018
Claims against BabuSpace for a Host's or Guest's conduct	We are not vicariously liable for independent Members

4.1 We say this plainly rather than in small print because the single most common serious loss on any marketplace is an off-Platform payment made to someone who was never verified. There is no route back from it. Do not make one.

5. Fraud

5.1 What we do

- Identity verification on both sides, and GuestVerification scoring.
- Sanctions, anti-money-laundering and fraud screening through our payment providers.
- Automatic filtering of contact details, payment links and payment identifiers from messages and Listings.
- Monitoring for linked accounts, unusual booking patterns and coordinated behaviour.
- Immediate suspension of an account where fraud is suspected, and referral to law enforcement where appropriate.

5.2 What is covered

Situation	Outcome
A Listing turns out to be fraudulent - the property does not exist, or the Host has no right to let it	Full refund of everything paid, plus rebooking support under BS-POL-013
A Booking is made on your account without your authority, and you tell us promptly	Booking cancelled, funds returned, account secured
A payment is taken in the wrong amount through our error	Corrected and refunded under BS-POL-002 §7

5.3 What is not covered

- Any money sent outside the Platform, for any reason, to anyone.
- A payment made in response to a message, email, call or link that did not come from BabuSpace. **We will never ask you to pay outside the Platform, and we will never ask for your password, full card number or one-time code.**
- Loss caused by sharing your account credentials, or by failing to secure your own device or email.
- A Guest disputing a genuine charge with their bank in order to avoid paying - handled as a chargeback under BS-POL-002 §6.
- A Host's loss from a Guest who caused genuine damage - handled under BS-POL-016, which has its own caps and its own exclusions.

5.4 If you think you have been targeted, stop, do not pay, and report it at info@babuspace.uk. Speed matters more than certainty; report a suspicion rather than waiting for proof.

6. What we do not exclude, and cannot

Nothing in this or any other BabuSpace policy limits or excludes our liability for:

- **death or personal injury** caused by our negligence;
- **fraud or fraudulent misrepresentation** by us;

- any liability that **applicable law does not permit** us to exclude or limit;
- a consumer's **statutory rights**, including the right to services supplied with reasonable care and skill, and the right to a remedy where they are not;
- a consumer's right to bring proceedings in the **courts of their own country of residence**, where the law gives them that right.

6.1 Where any part of this document is found to be unenforceable, the rest of it continues to apply.

7. Limits on what we will pay

7.1 Where we are liable, our total liability in relation to a single Booking is limited to **the total amount that Booking was worth**, being everything the Guest paid to us for it.

7.2 Where a claim does not relate to a Booking, our total liability to a Member in any 12-month period is limited to **the total fees that Member paid to us in that period, or £500, whichever is greater**.

7.3 These limits do not apply to anything in section 6.

7.4 The discretionary Damage Contribution in BS-POL-016 has its own separate caps and is not affected by this section.

8. Time limits

Claim	Deadline
Reservation Issue at check-in	24 hours from check-in, before staying a second night
Reservation Issue during a stay	24 hours from it arising
Damage, missing items, extra cleaning	14 days from check-out, or before the next Guest checks in
Refund request after a stay	30 days from check-out
Fee or refund calculation dispute	60 days from the transaction
Cancellation override claim (BS-POL-010 §6)	14 days from the check-in date
Major Disruptive Event	14 days from the event
Appeal against any decision	14 days from the decision, once only
Complaint about how we handled a case	6 months from the decision

8.1 Safety and discrimination reports have **no deadline** and are never refused as out of time.

8.2 A late claim may still be considered where there is a genuine reason for the delay. That is a discretion, not a right.

9. Host indemnity

9.1 A Host indemnifies BabuSpace against any claim, loss or cost arising from their Listing, their property, their conduct, their tax or licensing position, or their breach of our policies - except to the extent it results from our own breach or negligence.

9.2 This reflects the allocation in section 1. The Host supplies the accommodation; the risks of supplying it sit with the supplier.

10. If we cannot resolve it

10.1 Raise it first through the Resolution Centre (BS-POL-015), then as a written complaint to info@babuspace.uk. We acknowledge within 3 business days and respond substantively within 20 business days.

10.2 If we still cannot resolve it, or if the claim falls into section 4, we will tell you plainly rather than leave you waiting. Where a claim lies against a Host rather than against us, we will provide the booking record and the correspondence to support it.

10.3 Where BabuSpace participates in a certified alternative dispute resolution scheme, details are published at babuspace.uk/legal.

10.4 This policy is governed by the law of England and Wales.

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