

**This is the Offer(s) policy for Hedgerow Exclusive Properties only as it pertains to property listings participating in the Basta powered Rental Offers feature. Participating listings contain a “Place Offer” feature facilitated by Basta Ventures Ehf. that allows Hedgerow users to place an offer for selected dates. In connection to the rental listings to which these Conditions of Sale apply, Basta Ventures ehf. acts on behalf of Hedgerow Exclusive Properties (or “Hedgerow”), including with respect to the Hedgerow website’s terms and conditions and the privacy policy applicable to data collected. All personal user data captured by Basta is processed as a randomized token that is given back to Hedgerow, Basta does not retain any sensitive or personal user information.**

## **Conditions of Sale**

### **Placing an Offer on a Rental Property.**

1. It is Hedgerow's policy to request a government issued identification containing a photograph, such as a passport, identity card or driver's license in order for you to register to place an offer to rent a property. Hedgerow uses a vendor, [Veriff](#), to verify your identification and screen for regulatory and financial risk. Please review the Hedgerow Privacy policy located on this website and Veriff Privacy policy located at <https://www.veriff.com/privacy-policy> regarding the processing of your information and your rights.
2. By placing an offer on a property, you agree that these Conditions of Sale are your entire agreement with Hedgerow and that they govern all offerors. All offerors must be at least 18 years of age to place a bid.
3. Each offer placed is considered a binding contract to rent the property at the price offered. If you are selected as the winning offeror you must pay your full offer amount. The acceptance of your offer by Hedgerow establishes you as the winning offeror, and you must pay the full price you have offered. All winning offerors will receive an email from Hedgerow with additional property and payment information. A deposit of not less than 25% of the full offer amount must be made within five (5) business days of being selected as the winning offeror. The entire offer amount must be paid before your requested rental dates OR Hedgerow may structure the payment on an agreed upon basis between the winning offeror, property owner, and Hedgerow.
4. All offers placed must be for a minimum of seven (7) days. Hedgerow will not accept offers on participating properties that are below the seven day minimum. Placing a valid offer does not guarantee that you will be able to rent the property for your requested dates, Hedgerow will choose at its discretion who they are willing to accept. Typically the winning offeror will be the user who places the highest offer on their selected date range. If a user places an offer that overlaps with the date range of another user that has placed an offer, the highest offer will typically win and the user with the lower offer will be prompted to either change their dates or raise their offer. Hedgerow may decide at its sole discretion whether or not to accept an offer.

A. Property listings are guaranteed AS IS: We guarantee that each listing will reflect the property to the extent described in the Listing Page. OTHERWISE, YOU AGREE THAT EACH PROPERTY IS RENTED “AS IS” AND IN THE CONDITION THAT IT IS IN AT THE TIME THE OFFER IS ACCEPTED. NEITHER HEDGEROW NOR THE PROPERTY OWNER MAKES ANY REPRESENTATIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS OF THE CATALOGUE OR OTHER IMAGES, OR DESCRIPTIONS OF THE PHYSICAL CONDITION, SIZE, QUALITY, OF ANY PROPERTY. No statement anywhere, whether oral or written, whether made in an advertisement, a bill of sale, or elsewhere, can be relied on by you or others to be a warranty, representation, or shall give rise to the liability of HEDGEROW or the PROPERTY OWNER. Images and condition reports are not meant to be complete or a substitute for assessing the condition of the Property yourself or through an agent you may engage; they are for guidance only.

Placing an offer on a listing through Hedgerow requires the winning offerer to coordinate the details with Hedgerow and the Property owner to complete. That process normally involves messaging and scheduling between all parties (i.e. winners, Hedgerow, Owner). Details discussed include but are not limited to dates of arrival procedures, restrictions, and any other on-site notes. By using Hedgerow's website to place offers on specific dates, winning offerors agree that their stay is **limited strictly** to the dates that they placed an offer on. In addition, offerors agree that they are bound by all site terms of use and conditions of sale. A winning offeror may not resell the dates for which they have won the right to stay on the property. Travel and accommodations are not included. We expect all winning offerors and their guests to conduct themselves appropriately when residing on the property won through the Hedgerow website. Decorum and adherence to all rules and guidelines are a must.

**4. Third-Party Guarantees or Irrevocable Offers.** Hedgerow may, from time to time, secure an irrevocable offer from a third party. Hedgerow will execute the irrevocable offer during the Offers Period, but the irrevocable offeror may place additional offers higher than the irrevocable offer.

**5. Registering to Offer.** When accessing the Hedgerow offers page on the Hedgerow website (<https://rentals.hedgerowexclusive.com/>) you must either log in to your account or register to create an account if you do not already have one. You may then place offers subject to these Conditions of Sale. You agree that all offers that you submit are **final and irrevocable**. Hedgerow reserves the right, in its sole discretion, to refuse your participation before, during, or after the sale.

**6. Placing an Offer.** The offeror who places the highest offer accepted by Hedgerow will rent the listed property on their selected dates. Hedgerow has absolute discretion in all matters relating to placing an offer, including, but not limited to, identifying the winning offeror, handling mistakes or errors in the offering process, re-opening the listed property to accepting offers, canceling an offer, and rescinding an accepted offer on the property. Hedgerow and the Property Owner are not liable for any errors in the offer placement process. As soon as you place and confirm your offer amount, your offer is submitted. You accept and agree that offers submitted by you are final. Hedgerow is not responsible or liable for any problems, delays, or other issues resulting from the use of the Internet, including but not limited to transmission, execution, or processing of offers.. An offeror should make certain to place their offer on the correct listing and on the correct dates. The Offeror should make sure the price they enter (including any taxes or fees) is the **price they are willing and able to pay**. Once Hedgerow has accepted the offer, the user that places the winning offer is unconditionally bound to pay their full offer price for the dates they have chosen to rent, even if the Offeror has made an error. An Offer(s) entered by mistake on the part of an offeror is NOT grounds for cancellation of that Offer. Each Offeror is responsible for his or her own account and offers. In addition, allowing access to another who enters an offer without your knowledge is NOT grounds for cancellation of the offer.

a. Offer Notifications. Hedgerow will send you electronic notices (via email) when you have registered to Offer, placed an offer, no longer have the highest offer, or upon the event that Hedgerow has accepted your offer.

b. Offers by Hedgerow. Hedgerow's officers, directors, employees, etc. may place an offer only if such person does not have access to any other material information not known to the public.

c. Other Offers. Hedgerow reserves the right, in its sole discretion, to execute written or telephonic offers, but shall have no obligation to do so and shall not be liable for any errors or omissions in executing such offers should it agree to do so.

**7. Withdrawal.** Hedgerow reserves the right to withdraw any rental property before, during, or after the sale; we shall have no liability whatsoever for such withdrawal.

**8. Offerors.** By participating in the sale, you represent, warrant, and agree that:

a. Neither you individually nor—if “you” are a company or other entity—any person who owns, partly owns, or controls the company or entity, are subject to trade sanctions, embargoes, or any other restriction on trade in the jurisdiction in which you or it does business, as well as under the laws of the European Union, the laws of England and Wales, or the laws and regulations of the United States (collectively, “Sanctioned Person(s)”);

b. Where acting as agent (with Hedgerow's prior written consent), your principal is not a Sanctioned Person(s), nor owned (in whole or in part) by a Sanctioned Person(s), nor controlled by a Sanctioned Person(s);

c. None of the purchase price will be funded by any Sanctioned Person(s), nor will any party involved in the transaction, including, but not limited to, financial institutions, freight forwarders or other forwarding agents, or any other party, be a Sanctioned Person(s), nor owned (in whole or in part) by a Sanctioned Person(s), nor controlled by a Sanctioned Person(s), unless such activity is authorized in writing by the government authority having jurisdiction over the transaction or in applicable law or regulation; and

d. You are financially sound and know when and how you will pay for the rental property if you are the winning offeror.

**9. Record of Sale.** The record of sale kept by Hedgerow is absolute and final in all disputes. In the event of a discrepancy between any online records or messages provided to you and the record of sale kept by Hedgerow, the record of sale will govern.

**10. Winning Offerors Obligations.** Subject only to these Conditions of Sale, the closing of an offer on the specified dates on the rental property **establishes a binding contract between Hedgerow and the winning offeror.** Hedgerow will email an invoice in the name of, and with the address registered for the offer, the winning offeror, which cannot be transferred to other accounts, names, or addresses without Hedgerow's explicit agreement in writing.

a. **Payment.** Unless otherwise agreed by Hedgerow in writing, the winning offeror must pay at minimum 25% of the full price invoiced so that it is received by Hedgerow within five (5) business days of the date of the invoice. The remaining amount of the offer price must be paid before the winning offerors requested rental dates or unless otherwise agreed by Hedgerow in writing. Unless otherwise agreed by Hedgerow in writing, all payments will be made by wire transfer.

b. **Tax.** Unless exempted by law, the purchaser will be required to pay the applicable state and local sales tax on the total purchase price, including the bid processing fee, regardless of the state or country in which the purchaser resides or does business. If the lot is delivered to a state where Hedgerow is not required to collect sales tax, it is the responsibility of the buyer to self-assess any sales or use tax and remit it to the taxing authorities in that state.

c. Unless agreed otherwise in writing, the winning offeror will not be allowed to rent the property unless the full purchase price is received in good, cleared funds. Hedgerow is not obligated to rent the property to the winning offeror unless he, she, or they have paid the full purchase price (inclusive of taxes, and any other costs identified by Hedgerow).

**11. Hedgerow's Obligations: Data Protection.** Hedgerow will hold and process your personal information and may share it with its third-party service providers for use as described in, and in line with, Hedgerow's Privacy Policy, published on its website. Additionally, as the offers will be conducted via Basta Ventures ehf. (“Basta”), your information will be processed by Basta in accordance with its Privacy Policy which can be obtained by contacting Jake@basta.ai. Under European data protection laws, you may object, by request and free of charge, to the processing of your information for certain purposes, including direct marketing, you may access and rectify personal data relating to you, and may

obtain more information about Hedgerows data protection policies by writing to [INQUIRE@HEDGEROWEXCLUSIVE.COM](mailto:INQUIRE@HEDGEROWEXCLUSIVE.COM)

## **12. Hedgerows Rights.**

a. Concerns about Funds. Hedgerow has the right to refuse to accept payment if, in its sole discretion, it has concerns about the accuracy of any of the representations and warranties above, payment comes from a source other than the registered winning offeror identified by Hedgerow as the purchaser of record, or if it believes that accepting the payment would be unlawful or may subject Hedgerow to any liability.

b. Unmet Payment Obligations. If you fail to pay the full purchase price invoiced (including applicable tax, and other amounts due) for a lot in good, cleared funds before the start of your rental period, we may in our sole discretion exercise one or more of the following remedies:

i. Cancel the property rental and rescind your winning offer, retaining any partial payment as liquidated damages;

ii. Charge interest at 12% per annum from the date payment became due until the date the full purchase price is received in cleared funds; iii. Resell the listed property dates by auction, offer, or private sale, with prices set at Hedgerows reasonable discretion, it being understood that in the event such resale is for less than the original winning offer price, the initial purchaser will remain liable for the shortfall together with all costs incurred in connection with such resale;

iii. Commence legal proceedings to recover the winning offer price for the requested dates, together with interest, reasonable attorney's fees, and the costs of such proceedings; v. Set off the outstanding amount remaining unpaid by the purchaser against any amounts which we may owe the purchaser in any other transactions; and/or

iv. Release information about the winning offeror sufficient to enable the Property Owner to recover the amounts due from the offer, plus costs and reasonable attorneys' fees, in legal proceedings or otherwise.

**13. Resolving Disputes.** We hope never to have any disputes with you but, if we do, we will first try to resolve it amicably if we (in our sole discretion) believe that we reasonably can. If we do not resolve the dispute, this section contains the important terms to which you and other persons who place an offer on a listed property agree by participating in our rental offers feature.

a. Governing Law and Jurisdiction. These Conditions of Sale, as well as the offerors', the purchaser's, and our respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of New York. You agree to submit to the exclusive jurisdiction of courts located in the State of New York, USA.

b. Limitation of Liability. Under no circumstances shall the aggregate liability of Hedgerow and the property owner to a purchaser exceed the purchase price actually paid. Hedgerow will not be liable for any errors or failures to execute offers or for any errors or failures caused by (i) a loss of connection to the internet or the Hedgerow online platform by either Hedgerow or an offeror; (ii) a breakdown or problem with Hedgerows online platform software; or (iii) a breakdown or problem with a offerors Internet connection, mobile network, or computer.

c. Allocation of Dispute Costs. The prevailing party—you or we as determined by the court—will be entitled to recover the costs of the dispute, including reasonable attorneys' fees and other costs, plus interest at the rate authorized by the law of New York.

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