



Cancellation and Refund Policy

Last Updated: October 10, 2022

Previous: January 26, 2022

This Cancellation and Refund Policy (“Cancellation Policy”) is incorporated into the [Terms of Use](#) applicable to use of the Services and the Platform. Please read this policy carefully. You may not use the Services if you do not agree to this Cancellation Policy.

SplitLease is designed to help Landlords and Guests efficiently and conveniently complete Bookings. Every Booking is a Landlord’s commitment to make a Property available to a Guest. When Guests cancel Bookings, the Landlord’s ability to Book that Property during that time becomes increasingly difficult because other interested Guests may have already made other plans. When Landlords cancel Bookings, Guests’ stays and plans can be severely impacted and may require intensive logistical support from SplitLease. Nonetheless, plans may change, requiring Guests or Landlords to cancel Bookings on occasion.

This SplitLease Cancellation Policy covers all cancellations and refunds on the Platform. Both Guests and Landlords are subject to and must comply with this Cancellation Policy when cancelling a Booking.

We reserve the right to amend this Cancellation Policy for any reason and at any time by posting an updated version to our website as provided in the [Terms of Use](#). In the stay of conflict between this Cancellation policy and the Terms of Use, the Terms of Use controls.

Please note, All Bookings are subject to **SplitLease’ Grace Period** policy which provides a full refund for Bookings cancelled within 24 hours from receipt of a Booking Confirmation but no later than 48 hours prior to the Stay start time. SplitLease shall have final say in any dispute between Landlords and Guests regarding the application of cancellation policies.



STANDARD CANCELLATION POLICY

Cancellation prior to Start of the Initial Term.

- Guest(s) may cancel booking at any time prior to Start of the Initial Term, however, all amounts paid are refundable only within Host / Roommate's Cancellation Policy. Split Lease is not authorized to make exceptions to these terms.
- If your Host has to cancel your booking for any reason you will be notified as quickly as possible and refunded 100% of any amounts paid. We highly recommend that you purchase trip insurance to protect against certain types of cancellations, among other risks. Split Lease is not responsible or liable for cancellations by your Host / Roommate.

Cancellation after Start of the Initial Term. Cancellations after start of the initial Term may be For Cause only.

Conditions For Early Cancellation. Either party may terminate this Agreement immediately and without further notice in the event of

- A breach by the other party of any provision of this Agreement or Terms of Use which is not cured within three (3) days after a written notice from the non-breaching party setting forth the nature of the breach.
- Further, either Party may cancel this Agreement immediately, without prior notice, and without giving the other Party the opportunity to cure if
- the other Party shall have filed a petition for bankruptcy, become insolvent
- commit fraud, gross negligence, or intentional misrepresentation in connection with Terms of Use, this Agreement, and the transactions to be made thereby.
- commit illegal activities. The right of any Party to cancel this Agreement pursuant to this paragraph shall not be affected in any way by its waiver or failure to take action with respect to any prior default. The Party not in default shall be entitled to cancel this Agreement without prejudice to any other rights conferred on it by this Agreement or under law or equity. A termination shall not relieve a Party from any obligations that survive cancellation or expiration of this Agreement



- **Mediation** – Many circumstances can be resolved on a case-by-case basis. If you believe you are entitled to be able to cancel a fixed term stay, please contact support by going to the site, by emailing support@leasesplit.com or by calling (415) 619-8682

Additional Terms

Cancellation Confirmation. A Booking is only officially cancelled once the Guest has received confirmation of the cancellation from SplitLease. See How to Cancel A Booking section below for more information.

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Landlord Payouts. Landlord payouts will vary depending on the specific cancellation policy chosen by the Landlord and other circumstances. If SplitLease, in its sole discretion based on the applicable cancellation policy, determines a Guest is entitled to a refund, the Landlord payout will be calculated by deducting from the subtotal price of the Booking (which includes the Booking Price and any Landlord Add-ons Fees) any SplitLease Service Fees or Concierge Services Fees, and then reducing that amount by the percentage specified in the applicable cancellation policy. Cleaning Fees refunded to Guests will not be paid to Landlords. Payouts are typically made within 3 to 7 days after the cancellation is confirmed.

Taxes. SplitLease will refund any taxes we collect that are related to amounts refunded to guests. Any taxes due on the non-refundable portion of canceled Booking will be submitted to the appropriate tax authority.

Cleaning Fees. Cleaning Fees are fully refunded to Guests if cancellation of the Booking is confirmed before use of the Property.



Landlord Add-Ons. Landlord Add-Ons (excluding food or beverage services) are subject to the same cancellation policy as the Property. Food and Beverage cancellations are subject to the cancellation policy set by the Landlord at the time of confirmation of the Add-On.

Calculating Cancellation Deadlines. All cancellation periods are calculated based upon local time for the Property.

SplitLease-Initiated Cancellations

SplitLease may decide, in its sole discretion, that it is necessary or appropriate to cancel a confirmed Booking. SplitLease may cancel a Booking at any time prior to the Stay start time and issue a full or partial refund to a Guest. When SplitLease initiates a cancellation, any refunds or payouts will vary depending on the circumstances that prompted the cancellation. Neither SplitLease nor any of the other parties to the cancelled Booking shall have any liability or obligation for any such SplitLease-initiated cancellations. The following are circumstances in which SplitLease may initiate a cancellation:

- An Excused Cancellation;
- The removal of a Landlord or Property from the Platform prior to the Start Time;
- Any actual or potential illegal or unauthorized activity;
- Risk of harm or safety concerns;
- Failure to provide proof of insurance, when requested by SplitLease;
- Any violations of the [Community Guidelines](#); or
- Any other reason.

How to Cancel a Booking

To cancel a Booking, submit a request to cancel using the “Cancel Booking” designations on the Platform (mobile app or website). Cancellation requests cannot be submitted through messages, phone calls, chats, or emails to SplitLease. If you are unable to locate the Cancel Booking icons on the Platform, please contact our [Customer Experience Team](#). For calculating refunds, submitted cancellation will be confirmed upon proper submission of a cancellation request to SplitLease. After submission, SplitLease may allow or require up to 48 hours to finalize the cancellation.



Rescheduled Bookings

When approved by SplitLease, a Guest or Landlord may have an opportunity to reschedule that Booking. Any rescheduled Bookings must be:

- For substantially the same duration as the original Booking, according to the Landlord's approval;
- Confirmed prior to the original Start Time;
- Rescheduled for a time within 90 days of the original Start Time; and
- Only rescheduled once.

Rescheduled Bookings are non-refundable once confirmed. Any successive rescheduling attempts or failure to successfully reschedule a Booking within the conditions above will result in a cancellation of the Booking, subject to the Cancellation Fees or Fines identified in this Policy, depending on the initiating party. Rescheduling by Guests may result in additional SplitLease Service Fees.