

## **Terms and Conditions for Guests Booking Directly with Seven Living**

These are the terms and conditions on which Seven Living Limited provides its services to Guests which consist of co-ordinating and managing bookings of certain properties on a short-term holiday basis. Please read these terms carefully before making a booking for such services.

THE GUEST'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

### **1 Interpretation**

The following definitions and rules of interpretation apply in these Conditions (as defined below).

#### **1.1 Definitions:**

**Additional Licence Fee:** as defined in clause 5.1.3 ;

**Additional Services:** means any additional services provided by SL to the Guest which may include, but are not limited to, the provision of child-care equipment, in-stay cleans and linen changes and airport transfers;

**Agreement:** means the agreement between SL and the Guest for the supply of Services in accordance with these Conditions;

**Booking:** means the booking made by the Guest to stay at the Host's Property for the Licence Period, and which is governed by the terms of the Agreement;

**Booking Date:** as defined in clause 2.3 ;

**Business Day:** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England, between the hours of 9:00am and 5:00pm;

**Check-In Date:** means the date from which the Guest is entitled to enter the Property, as set out in the Booking;

**Check-In Time:** means the time on the Check-In Date from which the Guest is entitled to enter the Property, as set out in the Booking;

**Check-Out Date:** means the date on which the Guest must vacate the Property, as set out in the Booking;

**Check-Out Time:** means the time on the Check-Out Date by which the Guest must vacate the Property, as set out in the Booking;

**Cleaning Fee:** means the fee paid by the Guest for the cleaning of the Property on or before the Check-In Date;

**Competent Authority:** means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;

**Conditions:** means these terms and conditions, as amended from time to time in accordance with clause 14 ;

**Deposit:** means the deposit paid by the Guest in relation to the Booking, the amount of which is stated in the Booking;

**Essentials:** means drying-up cloths, soap, lavatory paper, washing-up liquid, soap powder and cleaning materials;

**Guest:** means the person who makes the Booking through SL to stay in the Property on the terms as set out in the Agreement, and any other persons for whom the Booking is made (as specified in the Booking);

**Host:** means the owner(s), licensee(s) or tenant(s) (as appropriate) of the Property;

Invitees: means any person invited to visit the Property by the Guest during the Licence Period;

Licence: means the licence to occupy the Property granted under the Licence Agreement;

Licence Agreement: means the agreement for the Licence on the terms and conditions set out in the Schedule to these Conditions;

Licence Fee: means the sum of the total nightly rates payable by the Guest in relation to the Licence Period;

Licence Period: means the period from and including the Check-In Date until and including the Check-Out Date;

SL: means Seven Living Limited, registered in England and Wales under company number 12352931 and whose registered office address is at 97 Park Lane, London Kingdom, W1K 7TG;

Price: means the total price for the Booking, including the Cleaning Fee and the Service Charge, as set out in the Booking;

Property: the land and buildings as defined in the Booking, which will include all fixtures and fittings, furnishings and plant and machinery thereon;

Service Charge: means the sum of 5% of the Licence Fee, payable by the Guest in addition to the Licence Fee, in consideration for the Services and any payment processing carried out by SL;

Services: the services, including any deliverables, supplied by SL to the Guest as set out in the Agreement and comprising the co-ordination and management of the Guest's Booking, including any Additional Services; and

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Where the Host or the Guest consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under the Agreement and not just a proportionate part).

1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.4 A reference to writing or written includes e-mail.

## 2 Nature of the Agreement

2.1 These Conditions only apply where the Guest makes a Booking directly through SL. These Conditions do not apply where the Guest makes a Booking through a third party provider.

2.2 The Guest can make a request for a Booking directly to SL by submitting a request on SL's booking website, <https://SevenLiving.com> or by phone or email. When the Guest makes a request for a Booking, this constitutes an offer by the Guest to purchase Services from SL in accordance with these Conditions.

2.3 The Booking request will only be deemed to be accepted when SL issues written acceptance of the Booking request, at which point and on which date the Agreement will come into existence between SL and the Guest ("Booking Date").

2.4 If SL is unable to accept the Guest's Booking request, SL will inform the Guest of this and will not charge the Guest for the Booking. This may be because the relevant Property is unavailable on the dates requested by the Guest.

2.5 If the Guest wishes to make a change to the Booking or the Services it has ordered, the Guest must contact

SL. SL will notify the Guest whether the change is possible and if so, whether any changes will be required to the Price or anything else which would be necessary as a result of the requested change and ask the Guest to confirm such changes.

2.6 Any descriptive matter or advertising issued by SL, and any descriptions or illustrations contained in SL's catalogues or brochures or displayed on SL's website, are issued or published for the sole purpose of giving an approximate idea of the Property and SL's Services. They will not form part of the Agreement or have any contractual force.

2.7 These Conditions apply to the Agreement to the exclusion of any other terms that the Guest seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 3 Supply of Services

3.1 SL will supply the Services to the Guest in accordance with the terms of the Agreement.

3.2 SL reserves the right to make any changes to the Booking or the Services, if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Booking or the Services. SL will notify the Host of any such changes.

### 4 Licence to occupy

4.1 Provided that the Guest has paid the Price and Deposit in accordance with clause 7.2 the Licence will come into effect on the Check-In Date and immediately thereon the Guest hereby agrees that the provisions of the Licence Agreement shall apply as between the Host and the Guest. The Licence will not come into effect unless and until the Guest has paid the Price and the Deposit.

4.2 The Guest acknowledges that SL may carry out verification checks to ensure the Guest has a valid immigration status and the appropriate "right to rent" the Property during the Licence Period. If the Guest fails to pass such verification checks, then this shall constitute a material breach of the Agreement by the Guest.

### 5 Guest's obligations

5.1 The Guest agrees and undertakes:

5.1.1 to comply with the provisions of the Licence Agreement;

5.1.2 to provide SL with any documents and other information SL reasonably requires to complete the verification checks described at clause 4.2;

5.1.3 to pay an additional fee for each day the Guest stays in occupation of the Property after the Check-Out Time on the Check-Out Date, at the nightly rate applicable to the Property at the time the Guest remains in occupation (the "Additional Licence Fee"); and

5.1.4 notwithstanding clause 5.1.3, that any period during which the Guest remains in occupation outside of the Licence Period shall be a trespass by the Guest on the Host's Property.

### 6 SL Obligations

6.1 SL shall:

6.1.1 communicate with Guests in relation to the Booking and during the Licence Period and use reasonable endeavours to answer any Guest questions in relation to the Booking;

6.1.2 greet each Guest, hand over keys and give them a tour of the Property on the Check-In Date (or such other date as agreed between SL and the Guest). If this is not possible, the SL shall provide the Guest with specific instructions of where to pick up the keys to the Property either on or before the Check-In Date;

6.1.3 provide such Essentials as SL deems necessary at the start of the Licence Period;

6.1.4 supply clean towels and bed linen including sheets, duvet covers and pillowcases; and

6.1.5 ensure that the Property and any fixtures, fittings and furnishings will be professionally cleaned prior to the Check-In Time.

## 7 Price and Payment

7.1 The Price, the Deposit and the charges for any Additional Services will be as set out in SL's brochures, on its website pages or as otherwise notified to the Guest by SL prior to the Booking Date.

7.2 The Guest will pay the Price, the Deposit and any charges in respect of Additional Services to SL without any deduction on the Booking Date, together with such VAT as may be chargeable on the Price.

7.3 If the Guest is required to pay an Additional Licence Fee in accordance with clause 5.1.3, SL will invoice the Guest in respect of the Additional Licence Fee on or after the date on which the Guest vacates the Property. Such invoice will be payable by the Guest within 30 days of the date of the invoice.

7.4 The Guest may pay SL by any of the following means:

7.4.1 debit or credit card (including Visa, MasterCard, Maestro or American Express)

7.4.2 BACS payment (bank transfer), if available from time to time; or

7.4.3 any other payment method which SL makes available to guests from time to time.

7.5 All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the Guest's card issuer refuses to authorise payment, the Booking may be delayed or may not be completed and SL will not be liable to the Guest for any delay or non-delivery. If possible, SL will inform the Guest if payment is delayed or cannot complete due to the card issuer refusing to authorise payment.

7.6 SL will not be responsible for a card issuer or bank charging the Guest as a result of processing of a credit/debit card payment in accordance with the Agreement, nor will SL be obliged to inform the Guest of any reason for refusal.

7.7 By using a credit or debit card, the Guest confirms that they have authority to do so, and that there are sufficient funds or credit available to cover the Price or other payment being made.

7.8 If the Guest does not make any payment to SL by the due date, SL may charge interest to the Guest on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Guest must pay SL interest together with any overdue amount.

## 8 Deposit

8.1 The Guest will pay the Deposit to SL in accordance with clause 7 above.

8.2 SL will hold the Deposit, to be applied against:

8.2.1 the reasonable repair, replacement and/or cleaning of:

- (a) fixtures;
- (b) fittings;
- (c) walls, ceilings and doors;
- (d) furnishings;
- (e) kitchen equipment;
- (f) crockery;
- (g) glasses;
- (h) bedding; and
- (i) towels,

8.3.1 the below is prohibited on the premises at all times;

- (a) Smoking is prohibited, including but not limited to nicotine, tobacco derived products and/or cannabis derived substances (Including vaping and e-cigarettes);
- (b) Parties or Events;
- (c) Unreasonable numbers of guests;
- (d) Number of overnight guests cannot exceed the maximum permitted;
- (e) Excessive Noise;
- (f) Disturbing neighbours or invading their privacy of security;
- (g) Being a nuisance to neighbours;
- (h) Illegal Substances or activity;
- (i) Pornography production or prostitution;
- (j) Dangerous or hazardous items;
- (k) Firearms and other weapons;
- (l) Placing of obstruction, signage, rubbish, and food;
- (m) Creating unsanitary conditions (e.g. generating excessive rubbish or offensive odors, or attracting pests);

9 which are damaged or soiled (otherwise than by usual wear and tear) during the Licence Period by the Guests, any Invitees or any pets;

9.1.1 any increased cleaning charges made necessary by the act or omission of the Guest, any Invitees or pets;

9.1.2 any usage of the services and utilities at the Property which the Host considers, in its reasonable opinion, is excessive, meaning beyond what is reasonably necessary;

9.1.3 any unpaid telephone charges;

9.1.4 any other items within the Property which are damaged or go missing from the Property by any act or omission of the Guest, any Invitees or any pets during the Licence Period;

9.1.5 any keys required to replace keys lost by the Guest; and/or

9.1.6 any fines incurred by the Host or SL which are caused by any act or omission of the Guest, any Invitees or pets.

9.2 SL shall return the deposit to the Guest within 10 Business Days of the Check-Out Date, unless SL becomes aware of any damage to the Property (in respect of which monies can be deducted from the Deposit under this clause 8) before such date.

9.3 If SL becomes aware of any damage under clause 8.3, SL shall, as soon as reasonably practicable after being made aware of the damage:

9.3.1 deduct the amount it reasonably considers necessary from the Deposit;

9.3.2 refund any remaining Deposit monies to the Guest; and

9.3.3 notify the Guest in writing of any such deductions, together with any evidence SL has for making any such deductions

10 on or before the day it makes any such refund.

10.1 If the value of any damage caused or missing items as set out in clause 8.2 is greater than the amount of the Deposit, then the Guest shall be liable to pay such extra cost and SL shall invoice the Guest for the same, such invoice to be paid within 30 days of the date stated on it.

## 11 Termination and Cancellation

11.1 The Agreement will automatically terminate on the later of:

11.1.1 the end of the Licence Period; or

11.1.2 completion of the Services by SL, including any Additional Services.

11.2 Either party may terminate the Agreement at any time without notice if the other party is in material breach of the terms of the Agreement.

11.3 The Agreement shall terminate immediately upon a material breach by the Guest occurring under clause 4.2 or 8.3 and deposit withheld of any costs as incurred

11.4 SL may terminate this Agreement without notice if the Guest is in material breach of the Licence Agreement.

11.5 In the event that SL terminates the Agreement otherwise than for material breach of the Agreement and/or the Licence Agreement by the Guest under clause 9.2 or clause 9.3 or in the case of termination under clause 9.4:

11.5.1 if before the Check-In Date, SL shall return the total Price to the Guest; and

11.5.2 if after the Check-In Date, SL shall return to the Guest the appropriate proportion of the Price attributable to the then unexpired remainder of the Licence Period.

11.6 If the Agreement is terminated for material breach of the Guest under clause 9.2 or clause 9.3 or in the case of termination under clause 9.4 , SL will not be obliged to refund the Price or any part of it to the Guest, (provided the Agreement is terminated prior to the Check-In Date).

11.7 If the Agreement is terminated by SL under clause 9.2 or clause 9.3 , or in the case of termination clause 9.4 , SL will not refund any taxes which have or will become due and payable as a result of the Booking.

11.8 If the Guest terminates the Agreement one week or more prior to the Check-In Date, SL shall refund to the Guest 50% (Fifty per cent) of the Price. This only applicable for stays less than 30 days, anything over 30 days will attract 30 days notice

11.9 If the Guest terminates the Agreement at any time after the date one week prior to the Check-In Date, SL will not be obliged to refund any part of the Price to the Guest.

11.10 Termination or cancellation of the Agreement will not affect the rights of either party in connection with any breach of any obligation under the Agreement which existed at or before the date of termination.

11.11 On termination of the Agreement:

11.11.1 if the Guest is still in occupation of the Property, the Guest will vacate the Property as soon as reasonably practicable but in no event later than the Business Day following termination of the Agreement; and

11.11.2 the Guest will immediately pay to SL any outstanding sums or charges payable by SL pursuant to the Agreement and any interest thereon.

11.12 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement will remain in full force and effect.

11.13 For longer stays that are paid monthly, we require minimum 30 days' notice to cancel or modify without fees

## 12 Personal Data

13 Any personal data collected and/or processed by SL in providing the Services to the Guest will be processed in accordance with SL's Privacy Policy available at <https://www.sevenliving.com> or such other website address as may be notified to the Guest from time to time, as such document may be amended from time to time by SL in its sole discretion.

## 14 Limitation of liability

14.1 If SL fails to comply with the terms of the Agreement, SL is responsible for loss or damage the Guest suffers that is a foreseeable result of SL breaching the Agreement or failing to use reasonable care and skill.

14.2 SL does not exclude or limit in any way its liability to the Guest where it would be unlawful to do so. This includes liability for death or personal injury caused by SL's negligence or the negligence of SL's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Guest's legal rights in relation to the Services including the right to receive Services which are: as described and match information SL provided to the Guest; and supplied with reasonable skill and care.

14.3 SL only provides its Services for domestic and private use. If the Guest uses the Services for any commercial, business or re-sale purpose SL will have no liability to the Guest for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 Notwithstanding clauses 11.1 and 11.2 , SL is not liable for:

14.4.1 the death of, or injury to the Guest, their Invitees to or any pets at the Property; or

14.4.2 damage to any property of the Guest or any Invitees to the Property; or

14.4.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability incurred by Guest or the Guest's Invitees to the Property in the exercise or purported exercise of the rights granted to the Guest under the Agreement.

14.5 SL's total liability arising under or in connection with the Agreement shall be limited to the maximum amount paid to SL by the Guest under the Agreement.

## 15 Notices

15.1 Any notice or other communication given by the Guest to SL under the Agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to SL at its registered office address, or by email to [reservations@sevenliving.com](mailto:reservations@sevenliving.com)

15.2 Any notice or other communication given by SL to the Guest will be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the postal or email address held for the time being by SL for the Guest. If SL gives notice to the Guest during the Licence Period, then the notice will be validly given if delivered to the Property.

15.3 Any notice or other communication given in accordance with this clause 12 will be deemed to have been received:

15.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address, unless not on a Business Day, in which case it will be deemed delivered at 9:00am on the next Business Day;

15.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or

15.3.3 if sent by email, at 9:00am on the next Business Day after transmission.

15.4 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 16 Assignment

16.1 SL may transfer its rights and obligations under the Agreement to another organisation. SL will inform the Guest in writing if this happens and will ensure that the transfer will not affect the Guest's rights under the Agreement.

16.2 The Guest may only transfer its rights or obligations under the Agreement to another person if SL agrees to this in writing.

#### 17 Variation

18 No variation of the Agreement will be effective unless it is in writing and signed by the parties.

#### 19 Waiver

20 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

#### 21 Severance

22 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16 will not affect the validity and enforceability of the rest of the Agreement.

#### 23 Third party rights

23.1 A person who is not a party to the Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

24 Governing law The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

25 Jurisdiction Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **SCHEDULE**

### **LICENCE TO OCCUPY ON A SHORT TERM, HOLIDAY, BASIS**

1 Interpretation the following definitions and rules of interpretation apply in this Licence Agreement (as defined below).

1.1 Definitions: Additional Licence Fee: as defined in clause 4.1.3 ;

**Booking:** means the holiday booking made by the Guest to stay at the Host's Property for the Licence Period, and which is governed by the terms of the Guest Agreement;

**Booking Date:** means the date on which the Booking is made by the Guest;

**Building:** means the building in which the Property is located (if applicable);

**Business Day:** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England, between the hours of 9:00am and 5:00pm;

**Check-In Date:** means the date from which the Guest is entitled to enter the Property, as set out in the Booking;

**Check-In Time:** means the time on the Check-In Date from which the Guest is entitled to enter the Property, as set out in the Booking;

**Check-Out Date:** means the date on which the Guest must vacate the Property, as set out in the Booking;

**Check-Out Time:** means the time on the Check-Out Date by which the Guest must vacate the Property, as set out in the Booking;

**Cleaning Fee:** means the fee paid by the Guest for the cleaning of the Property on or before the Check-In Date;

**Common Parts:** if applicable, means such roads, paths, entrance halls, corridors, lifts, staircases, landings and other means of access in or upon the building within which the Property is situated, the use of which is necessary for obtaining access to and egress from the Property, as designated from time to time by the Host;

**Competent Authority:** means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;

**Deposit:** means the deposit paid by the Guest in relation to the Booking, the amount of which is stated in the Booking;

**Guest:** means the person who makes the Booking to stay in the Property on the terms as set out in the Guest Agreement, and any other persons for whom the Booking is made;

**Guest Agreement:** means the agreement between SL and the Guest governing the Guest's Booking;

**Host:** means the freehold owner or, if the Property is leased, the leasehold owner of the Property;

**Invitees:** means any person invited to visit the Property by the Guest during the Licence Period;

**Lease:** if applicable, means the lease between the Host and the person for the time being who owns an interest in the Property, which gives them the right to possession of the Property at the end of the Host's lease;

**Licence:** means the licence to occupy the Property conferred by this Licence Agreement;

**Licence Agreement:** means the agreement for the Licence on the terms and conditions set out in this agreement;

**Licence Period:** means the period from and including the Check-In Date until and including the Check-Out date;

SL: means Seven Living Limited, registered in England and Wales under company number 12352931 and whose registered office address is at 97 Park Lane, London Kingdom, W1K 7TG;

Necessary Consents: means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;

Permitted Use: means private residential use as serviced accommodation only;

Price: means the total price for the Booking, including the Cleaning Fee, as set out in the Booking;

Property: the property as defined in the Booking;

Service Media: all media for the supply or removal of (as applicable) heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.4 Where the Host or the Guest consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally.

1.5 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.6 A reference to writing or written includes e-mail.

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.8 References to clauses are to the clauses of this Licence.

1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 Nature of the agreement

2.1 The Licence is granted by the Host to the Guest for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties.

2.2 The Guest shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence Agreement ends

## 3 Licence to occupy

3.1 The Host permits the Guest to occupy the Property for the Licence Period in return for the Price in accordance with the terms of this Licence Agreement.

3.2 Provided that the Guest has paid the Price and Deposit in accordance with clause 6, the Licence shall come into effect on the Booking Date. The Licence will not come into effect unless and until the Guest has paid the Price and the Deposit.

3.3 The Guest acknowledges that:

3.3.1 SL may carry out verification checks to ensure the Guest has a valid immigration status and the appropriate “right to rent” the Property during the Licence Period. If the Guest fails to pass such verification checks, then the Licence will terminate forthwith;

3.3.2 the Guest shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Host and the Guest by the Licence;

3.3.3 the Guest may not allow any other person to reside in the Property during the Licence Period;

3.3.4 the Host retains control, possession and management of the Property and the Guest has no right to exclude the Host from the Property;

3.3.5 the Licence is personal to the Guest and is not assignable, and the rights given to the Guest under this Licence Agreement may only be exercised by the Guest.

4 Guest's obligations

4.1 The Guest agrees and undertakes:

4.1.1 to enter the Property no earlier than the Check-In Time, on the Check-In Date, as stated in the Booking;

4.1.2 to leave the Property no later than the Check-Out Time, on the Check-Out Date, as stated in the Booking;

4.1.3 to pay an additional fee for each day the Guest stays in occupation of the Property after the Check-Out Time on the Check-Out Date, at the nightly rate applicable to the Property at the time the Guest remains in occupation (the “Additional Licence Fee”);

4.1.4 to keep and leave the Property, fixtures, fittings and furnishings in good condition, clean, tidy and clear of rubbish and to be responsible for any damage caused to any of them;

4.1.5 to remove all the Guest’s belongings from the Property at the end of the Licence Period;

4.1.6 in the event that the Guest leaves any belongings at the Property, to pay the reasonable expenses incurred by the Host or SL, as applicable, in returning the belongings to the Guest;

4.1.7 not to cause any damage to the walls, doors or windows or any part of the Property, Building or any neighbouring property;

4.1.8 not to use the Property other than as holiday accommodation and not to allow more than the number of Guests stated in the Booking to stay overnight at the Property during the Licence Period or at any other time;

4.1.9 not to allow any Invitees to stay overnight at the Property or to invite so many Invitees to the Property as to exceed the advertised sleeping capacity of the Property;

4.1.10 not to keep or allow any pet or animal of any kind at or into the Property without the prior written consent of the Host;

4.1.11 to pay for any damage caused or extra cleaning costs incurred by any pets which are allowed at the Property;

4.1.12 to clean any and all pet refuse;

4.1.13 not to make any alteration or addition whatsoever to the Property;

4.1.14 not to do or permit to be done on the Property anything which is illegal or which may reasonably be considered to be a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Host or to any tenants or occupiers of the Building (if applicable), or any owner or occupier of a neighbouring property;

4.1.15 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might invalidate in whole or in part any insurance effected by the Host in respect of the Property and the Building from time to time, or increase the premium of any such insurance policy;

4.1.16 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on or within them;

4.1.17 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;

4.1.18 not to use electricity, gas, water, sewage, telecommunications and data or any other services and utilities to or from the Property in a manner which the Host (acting reasonably) considers to be excessive. Use shall be excessive if it is beyond what is reasonably necessary for the enjoyment of the Property as holiday accommodation;

4.1.19 not to pick or pull up any flowers or plants in the garden (if applicable) and to keep the garden tidy;

4.1.20 to park any car, motor cycle or other vehicle only in the parking space(s) provided (if any);

4.1.21 to use all reasonable efforts not to overload the electrical system;

4.1.22 to observe any reasonable rules and regulations the Host makes and notifies to the Guest from time to time governing the Guest's use of the Property and the Common Parts;

4.1.23 not to use the Property except for the purpose of a holiday during the Licence Period and not for any other purpose or longer period;

4.1.24 not to do anything on or in relation to the Property that would or might cause the Host to be in breach of the tenant's covenants and the conditions contained in the Lease (if applicable); and

4.1.25 to indemnify the Host and keep the Host indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(a) any breach of the Guest's undertakings contained this clause 4; and/or

(b) the exercise of any rights given to the Guest under this Licence.

## 5 Host Obligations

5.1 The Host undertakes and warrants:

5.1.1 to be responsible for all Service Media at the Property;

5.1.2 to provide duvets and pillows at the Property prior to the start of the Licence Period

5.1.3 to insure the Property to at least the level of a general household policy with a reputable insurer (the "Insurance Policy");

5.1.4 to ensure there is a valid television licence in respect of the Host's television set (if applicable), if required by Part 4 of the Communications Act 2003;

5.1.5 that the furniture and furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988;

5.1.6 that the electrical appliances and equipment provided by the Host are safe and will not cause danger, and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol;

5.1.7 if there is a gas supply to the Property, that the Host has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Guest;

5.1.8 that the Property is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order; and

5.1.9 to pay the council tax and all reasonable charges for water, gas and electricity and all other outgoings for the Property, unless specified otherwise in this Licence Agreement.

## 6 Payment

The Guest shall pay the Price, the Deposit and any Additional Licence Fee to SL in accordance with the terms of the Guest Agreement.

## 7 Termination and Cancellation

7.1 The Licence Agreement will automatically terminate on the earlier of:

7.1.1 the Check-Out Time; or

7.1.2 termination of the Guest Agreement, howsoever arising.

7.2 The Host may terminate this Licence Agreement at any time before the end of the Licence Period without notice if:

7.2.1 the Guest is in material breach of the terms of this Licence Agreement; or

7.2.2 the Property becomes uninhabitable for any reason, including by reason of an event covered by the Insurance Policy.

7.3 The Licence shall automatically terminate on expiry or termination of this Licence Agreement.

7.4 Termination or cancellation of this Licence Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Licence Agreement which existed at or before the date of termination.

7.5 On termination of this Licence Agreement:

7.5.1 if the Guest is still in occupation of the Property, the Guest will vacate the Property as soon as reasonably practicable but in no event later than the Business Day following termination of the Licence Agreement; and

7.5.2 any provision of this Licence Agreement that expressly or by implication is intended to come into or continue in force will remain in full force and effect.

## 8 Notices

8.1 Any notice or other communication given by either party under this Licence Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the postal or email address notified by the other party from time to time.

8.2 Any notice or other communication given in accordance with this clause 8 will be deemed to have been received:

8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address, unless not on a Business Day, in which case it shall be deemed delivered at 9:00am on the next Business Day;

8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or

8.2.3 if sent by email, at 9:00am on the next Business Day after transmission.

8.3 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or,

where applicable, any arbitration or other method of dispute resolution.

## 9 Limitation of Host's liability

9.1 Subject to clause 9.2, the Host is not liable for:

9.1.1 the death of, or injury to the Guest, their Invitees to or any pets at the Property; or

9.1.2 damage to any property of the Guest or any Invitees to the Property; or

9.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability incurred by Guest or the Guest's Invitees to the Property in the exercise or purported exercise of the rights granted to the Guest under this Licence Agreement.

9.2 Nothing in clause 9.1 shall limit or exclude the Host's liability for:

9.2.1 death or personal injury or damage to property caused by negligence on the part of the Host or its employees or agents; or

9.2.2 any matter in respect of which it would be unlawful for the Host to exclude or restrict liability.

10 Third party rights A person who is not a party to this Licence Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence Agreement.

11 Governing law This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12 Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).