

AGREEMENT FOR HOLIDAY-LETTING ACCOMMODATION

1) DEFINITIONS AND INTERPRETATION

- a) "The Company" refers to One Portfolio Management Limited, and includes anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it and anyone who subsequently owns the Premises.
- b) "The Guest" includes anyone entitled to occupy the Premises under this Agreement. Where more than one person comprise The Guest, they will each be responsible for complying with The Guest's obligations under this Agreement both individually and together. The Company may seek to enforce these obligations and claim damages against any one or more of those individuals solely at the Company's discretion. This also includes any Named Authorised Occupants noted upon The Agreement.
- c) "Premises", includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Company unless they have been specifically excluded from The Agreement.
- d) "Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, contents, or effects, floor, ceiling or wall coverings belonging to The Company.
- e) "The Stay" (set out in clause 5(a) of this Agreement) includes any subsequent extension or continuation of the contractual Agreement notified and agreed by the Company in writing.
- f) References to the singular include the plural and references to the masculine include the feminine.
- g) This Agreement permits the Guest to stay within the Premises, for the purposes of a holiday letting only, within a building operated by the Company, and permits the Guest access to the Premises through common areas of the building, solely for the Stay initially booked by the Guest and agreed in the prescribed format by the Company.
- h) This Agreement does not grant the Guest any form of legal interest in the Premises, building, or any other property.
- i) The Guest confirms that they will occupy the Premises solely for the purposes of holiday accommodation as referred to in Housing Act 1988 Schedule 1 paragraph 9 and, as a consequence, the Guest acknowledges and confirms:-
 - i) they will not occupy the Premises as his / her principle residence,
 - ii) they are entering into this agreement purely for the purpose of a holiday.
 - iii) this Agreement does not give rise to any form of Assured Shorthold Tenancy, Assured Tenancy, Periodic Tenancy, Statutory Periodic Tenancy, Common Law Tenancy, Lease or Licence; and
- j) **this Agreement is (and intended to be) specifically an excluded agreement within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.**
- k) this Agreement does not give rise to any form of statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon the determination of the Agreement.
- l) The Guest agrees that Agreement is not intended to confer exclusive possession of the Premises on the Guest, either for the duration of the Stay or on the sooner determination of this Agreement. The Company reserves the right to enter the Premises, without giving notice to The Guest, to perform any housekeeping duties, maintenance, inspection, or for any other reason deemed valid by the Company. The Guest gives full authority for the Company or their appointed agents or contractors to enter the Premises at any time without notice.
- m) The Guest and the Company agree that the laws of England and Wales shall apply to this Agreement.

2) BOOKING POLICY

- a) No booking is deemed accepted by the Company until The Guest has provided an online reservation request, complete with valid credit/debit card details and a home or contact address and telephone number, to be completed by the Guest, and submitted to the Company via the specific reservation request form on the Company's website.
- b) The Company will charge £25.00 + vat for the administration of the booking process. Such fee will be charged to the Guest at the point of booking, and payment must be taken before the booking is deemed accepted by the Company. This fee is non-refundable.
- c) The Guest agrees that, by completion of the online reservation request and the submission to the Company of the same, that the Guest has read, understood and agrees to be legally bound by the Stay Periods and Conditions of this Agreement as stated herein. Note that it is not possible to complete the online reservation request without specifically confirming that the Stay Periods and Conditions of this Agreement have been read and understood and that the Guest will agree to be legally bound by the same. Submission of the online reservation request by the Guest is deemed to signify that the Agreement has been electronically signed and confirmed by the Guest. Such agreement, on behalf of the Guest is deemed legally binding under English Law.
- d) On receipt of a completed online reservation request, the Company will confirm to the Guest, via email, if that reservation request has been accepted by the Company. No reservation request is deemed accepted by the Company until email confirmation of the same has been sent by the Company to the Guest.

- e) The Company reserves the right to cancel the booking at any time prior to the commencement date of the Agreement without serving prior formal notice on the intended Client. In such an instance the Guest is not entitled to any form of compensation, service or goods from the Company.

3) EXTENSION OF THE STAY

- a) The Guest may request an extension of the Stay at any time prior to or during the Stay. Such request must be made in writing via email by The Guest to The Company.
- b) The Company will confirm acceptance of the formal request for extension by the Guest, via written email confirmation to the Guest. No extension of Stay is deemed accepted by the Company until such written confirmation has been issued by the Company to the Guest.
- c) Every effort will be made by the Company to accommodate the request of the Guest. However, The Company reserves the right to decline any request for an extension to the Stay without giving a reason for the same.

4) THE PARTIES TO THIS AGREEMENT

THIS AGREEMENT IS MADE BETWEEN

a) ("the Company")

One Portfolio Management Ltd t/a ShortstayUK
Avery House
Brunel Place
Station Way
Crawley, W Sussex
RH10 1JB

AND

b) ("the Guest)

****BookedBy****
****AddressLN1****
****AddressLN2****
****AddressLN3****
****AddressLN4****
****AddressPCD****

Permitted Occupiers (in addition to the Guest)

****FirstName2** **LastName2****
****FirstName3** **LastName3****
****FirstName4** **LastName4****

AND IS MADE IN RELATION TO THE PREMISES AT:

c) (The Premises)

****RoomAddress(1)****
****RoomAddress(2)****
****RoomAddress(3)****
****RoomAddress(4)****
****RoomAddress(5)****
****RoomAddress(6)****

BOOKING BASIS

d) Booking standards

The Guest has requested the following criteria:-

Furnishing:	Fully Furnished
Servicing basis:	**ResTerms**
Accommodation standard:	Upper standard
Floorplan requested:	**ResTypeBkd**

THE MAIN TERMS OF THE AGREEMENT

5) The Stay

- a) The Company allows The Guest to occupy the Premises for the purposes of holiday accommodation and for no other purpose from and including ****ArriveDateMonth**** and shall end on ****DepartDateMonth**** subject to earlier termination as set out in Clause 24 of this agreement.

6) The Accommodation Charges

- a) The Guest shall pay to the Company ****ResRate**** per night plus any accommodation charges as detailed in clause 15(b) of this agreement..
- b) All accommodation and any other associated charges will be invoiced for the first 28 days (or part thereof) in full prior to check-in. Such invoice must be paid, in cleared funds, prior to check in. Keys will not be released, and the Agreement will not be deemed to

be granted until such payment has been made in full. Any further periods will be invoiced on a 28 day rotating period until the departure date on a pro-rata basis.

- c) No invoice or credit terms are offered or implied unless specifically and formally offered by the Company in writing. These terms will be indicated clearly on each separate invoice (if applicable).
- d) The Company reserves the right to allow corporate bodies and limited companies to settle accounts by bank transfer on receipt of an invoice issued by the Company. All invoices issued will bear individual credit terms of seven (7) days from date of issuance. Such credit terms must be adhered to without deviation by the Guest. Failure to completely adhere to the stated credit terms will lead to account arrears being incurred by the Guest and immediate forfeiture of this Agreement.
- e) The Guest agrees to pay the sum of £95.00 plus VAT in respect of a charge for the late or non-payment of any sums due hereunder. If such charge is not paid within fourteen days of the demand an additional £95.00 plus VAT will be paid by the Guest on the fourteenth day after demand and an additional £95.00 plus VAT will be paid by the Guest on each fourteenth anniversary from the date of the demand until all such charges have been paid in full.
- f) VAT will be applied to all charges at the current prescribed UK rate for the date of supply of the said services. All bookings, for a period of 28 days or less, will attract VAT at the current full UK rate. All bookings for subsequent accommodation nights will be charged at the current full UK VAT rate on 20% of the accommodation charge only. **Such decrease will NOT be reflected in the overall nightly rate charged.** The nightly rate quoted by The Company will always be VAT inclusive unless specifically requested otherwise by The Guest. Note that other services provided will attract VAT at the standard UK rate.

7) **Included & Excluded services**

- a) This Agreement includes the supply of gas, water, waste water, electricity, council tax, and television licence. All of these items will be settled directly by the Company with the relevant service provider.
- b) This Agreement includes **(Fully Serviced Apartments only)** the provision of housekeeping service, linen service, maintenance service and concierge service.
- c) Broadband internet may be available for use in some properties at an additional cost. Please ask about this service and current fees.
- d) Mobile internet (MIFI) or wireless internet (WIFI) – may at the Companies absolute discretion be provided as a free of charge service to all Fully Serviced apartment bookings. Due to the nature of such supply The Company will not be liable for loss of this service, at any time due to connection, human error, software malfunction, hardware malfunction, or lack of support services.
- e) It is the intention of the Company to provide WIFI or MIFI to allow the Guest to download email, browse the internet and perform various low usage tasks. Please note that a fair usage policy applies to this service and there is a 3GB data allowance per month only. Additional data charges will apply automatically and may be charged to your card held with us. This service is not intended for:-
 - Video calls (skype – face time etc)
 - Streaming TV or films (You Tube etc)
 - Large file downloads
 - VPN work-sharing
 - Remote desktop constant connections
- f) Please note that additional data charges are currently 3GB - £25.00+VAT – 7GB £35.00 + VAT (note that prices are subject to change – please ask at point of booking).
- g) The Company accepts no liability for loss or damage to the Guest's computer hardware or software or for the loss of any data stored upon the same. Furthermore The Company cannot guarantee the security of the internet connection and it is the responsibility of The Guest to ensure that relevant and current virus protection software and firewalls are in place to protect the Guest's interests.

8) **Credit and debit cards**

- a) A valid credit / debit card must be provided by The Guest at the point of booking. This card will be used by the Company to settle all account charges during the Stay and will be held for security purposes against all charges raised under the Stay Periods and conditions of the Agreement. **The Guest agrees that all charges raised by the Company, during the Stay Period of the Licence can be charged to the relevant card without prior approval of the Guest under this Continuous Payment Authority (CPA).**
- b) It is the responsibility of the Guest that, should the credit / debit card supplied at the commencement of the Stay expire or be cancelled, the Guest must supply replacement valid card details prior to expiry or cancellation of the old card. Failure by the Guest to provide valid debit / credit card details at either point noted during the Stay will be deemed a breach of the Agreement and the Company reserves the right to cancel the Agreement immediately.
- c) A charge of 2% incl. VAT of the gross invoice amount will be levied for all credit card transactions or other card transactions which attract a transaction charge from the card supplier. All transactions via American Express will attract a transaction charge of 4.00% incl. VAT of the gross Invoice charge.

Obligations of the Guest

9) **Utilities and Services - The Guest agrees...**

- a) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation or removal of any pre-payment meter.

- 10) Other fees and charges to be paid by the Guest - The Guest agrees...**
- a) To pay to the Company in full, all costs and expenses incurred by the Company or awarded by a Court or appointed adjudicator in:
- recovering or attempting to recover any monies in arrears;
 - the enforcement of any reasonable obligation of the Guest under this Agreement;
 - the service of any notice relating to any major breach of this Agreement whether or not court proceedings are brought.
- 11) Assignment and use of the Premises - The Guest agrees...**
- a) Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person.
- b) Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Guest in this Agreement and any permitted children to occupy or reside in the Premises unless the Company has given express written consent.
- c) Not use the lounge or dining areas as sleeping accommodation at any time.
- d) Not carry on at the Premises any profession, trade or business or let apartments or receive paying guests on the Premises or use the Premises for any other purpose than for holiday accommodation.
- e) Not to use the Premises for any illegal or immoral purpose or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- f) Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Company or to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This shall include any nuisance caused by noise and in particular not use or play any electrical or acoustic musical instruments, or television or stereo equipment, or practice any singing in the Premises at all so as to be audible outside the Premises between the hours of 10.00pm and 7.00am.
- g) That where the Premises contains access to a loft area via a hatch or similar access point, the Guest has no legal right of occupation or storage within this area. The Guest will not enter the loft area and may not store items within the loft area whatsoever. The Guest accepts full legal and financial liability for any loss or damage incurred as a result of the breach of this clause.
- 12) Insurance - The Guest agrees...**
- a) Not to do or fail to do anything that leads to the policy of insurance on the Premises, or Fixtures and Fittings not covering (in full or in part) the losses otherwise covered by the policy, or leads to an increased ordinary premium for such insurance, and to reimburse the Company for any excess sum payable under the Company's buildings and / or contents insurance policy for each and every claim on the Company's policy resulting from any action or in-action on the part of the Guest his family or invitees, in breach of this agreement.
- b) To be responsible for fully insuring, with a reputable company, all goods, belongings, chattels, fixtures and fittings belonging to the Guest for the entire period of the stay. Such insurance should cover all risks and accidental damage. In the event of any claim on any policy either held by the Company or the Guest, the Guest will be fully responsible for the payment of any policy excess incurred from the said claim. The Company will not be held responsible for the loss or damage to any goods, belongings, chattels, fixtures and fittings belonging to the Guest or any other items which have not been provided by the Company.
- 13) Car Parking Space/s - The Guest agrees...**
- a) To use the Car Parking Space (if included within the Agreement) as a parking space only for one private motor vehicle belonging to the Guest and used only for personal or domestic purposes and under the direct or immediate control of the Guest, and not to repair or service such vehicle or permit it to be repaired or serviced in or about the Car Parking Space except with the prior written consent of the Company in cases of emergency.
- b) Not to assign, underlet or part with the possession of the said Car Parking Space or any part thereof.
- c) Where the Car Parking Space is accessed using a proximity card, key, electronic fob, or other such access device, which includes visible parking permits / vouchers issued by the Company during the stay, the Guest accepts full legal responsibility for the safe keeping of such items during the Stay. Should any item be lost, damaged or removed by the Guest during the Stay, then the Guest will be financially liable for all reasonable costs incurred by the Company in the repair or replacement of the same to a secure working condition as at the commencement of the Stay, as per clause 20(d) & 20(e) of this agreement.
- d) Where the access to the site or the use of the parking area/space is governed or restricted by means of a third party permit scheme, clamping scheme, or other such parking control, it is the sole responsibility of the Guest to display the correct permit or parking voucher clearly within the vehicle, at all times whilst the vehicle is within the controlled parking scheme, in accordance with the advised scheme rules. The company accepts no legal or financial liability, nor responsibility for the payment of any fees or charges arising from the non-compliance of the Guest with the rules of the said scheme. Furthermore, the Company will not enter into any discourse or negotiation with any third party parking scheme provider on behalf of the Guest, nor arrange for the release of any vehicle from an immobilisation device.
- e) The Company will not be responsible for any loss, accident, damage or injury suffered by the Guest or any property belonging to the Guest, howsoever caused which may happen by reason of the Car Parking Space, access road, or other parts of the Premises becoming defective or in need of repair.
- 14) Use & Maintenance - The Guest agrees...**
- a) To keep the interior of the Premises and the Fixtures and Fittings in the same repair, decorative order, condition and cleanliness throughout the Stay as at the start of the Agreement and to fully indemnify the Company for the reasonable costs incurred by the

Company in respect of all maintenance, cleaning, repairs or replacements required, either during the Stay or at the termination of the Stay to ensure that the Guest complies with this clause. The decision of the Company is final in this matter.

- b) To inform the Company immediately of any repairs or other matters falling within the Company's obligations to repair the Premises fixtures or fittings as set out in this Agreement. Failure to comply with this clause will be deemed as negligence on the part of the Guest and the Guest hereby agrees that all costs and charges arising from the negligence of the Guest will be solely borne by the Guest as a result of said negligence.
- c) To place all refuse in a plastic bin liners and put it in the dustbin or receptacle made available.
- d) Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place within or outside the Premises.
- e) Not use or store in the Premises any fixtures, furniture, beds or effects other than those supplied by the Company.
- f) To notify the Company immediately of defective smoke alarms.
- g) Not to hang any posters, pictures or other items in the Property and to meet all costs of removal, redecoration and all other associated reasonable costs as a result of the breach of this clause.
- h) To take all reasonable precautions to prevent infestation of the Premises and communal areas by vermin, insects, animals or other such pest, and to pay for the eradication of any infestation caused by the negligence of the Guest. Any such infestation to be notified to the Company and the relevant local government authority in writing where necessary.
- i) Specifically where infestation of a premises by bed bugs (*Climex Lectularius* or any other derivative including Bat Bugs) is found within the Property, the Guest agrees that the property was visually inspected, in a thorough manner by the Company, immediately prior to the check in date as a matter of routine due diligence. Such visual inspection was carried out by the Company, in order to ascertain that the Property bore no visual signs of infestations of Bed Bugs, or other similar parasites, at the point of check in. It is deemed by all parties that the Property was free of any visible signs of infestation at the point of check in. It is accepted scientific fact, that the minimum gestation period of bed bugs is 6 days for the hatching of eggs and the first visible signs of Bed Bug infestation to become apparent. In such instances the treatment of the infestation will require the Guest to vacate the Property immediately, and for the application of a full fumigation to occur by a qualified specialist contractor. Furthermore, in order to ensure that the Property is completely free of infestation, it will be necessary for the Company to dispose of the beds within the Property as a matter of excellent practice.

The Guest agrees that in the instance of such infestations, reported by the Guest to the Company, on or after the sixth day of the Stay, that the said infestation has been introduced to the Property by the Guest, and that the Property will be vacated immediately, and the Guest will be legally and financially liable for the full commercial losses of the Company. Such losses will include:-

- Loss of income, at the advertised commercial rate, for the entire period that the Property is unavailable for occupation.
- The full cost of the treatment and eradication of the infestation by a qualified specialist subcontractor.
- The full cost of the replacement of any items of furniture or soft furnishings requiring disposal as a direct result of the said infestation.

In the event of such infestation, the Guest is specifically not entitled to any form of compensation from the Company, and the Company is not legally obliged to offer any form of alternative accommodation.

In the event that an infestation is reported, by the Guest to the Company, prior to the commencement of the sixth day of the Stay, the Company will endeavour to relocate the Guest to another Property within the portfolio. Such relocation will be subject to availability of alternative accommodation, and at the sole discretion of the Company. Should this instance arise, and the Company be unable to offer alternative accommodation, then the Guest is not entitled to any form of compensation from the Company, however, the Guest will be refunded for any period of Stay unused as a result of the said infestation, in full. The Company reserves the right to offer alternative accommodation which may differ in location, size or specification to the original accommodation booked by the Guest at the outset. Should the Company offer the Guest alternative accommodation, but the Guest, for whatever reason, decide that such alternative accommodation is unsuitable, then the Guest is not entitled to any form of compensation from the Company, however, the Guest will be refunded for any period of Stay unused as a result of the said infestation, in full.

15) Animals and Pets - The Guest agrees...

- a) Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the express written consent of the Company.
- b) To fully recompense the Company for any damages or dilapidations caused as a direct or indirect result of the introduction of the animal/s to the Premises by the Guest. Should any animal or pet be housed by the Guest within the Premises, at any point during the Stay, either with or without the Company's formal written consent, in order to protect future Guests within the Premises from allergens and potential health risks initiated by asthma, allergies to pet hair and other associated ailments, the Guest agrees to pay, for the professional cleaning of all carpets, curtains, blankets, counterpanes, bedding, cushions or any other item of soft furnishing, throughout the Premises. Such charge will be levied, in addition to the nightly accommodation rate at the nightly rate of £5.00 + vat per night.

16) Smoking - The Guest agrees...

- a) Not to permit the smoking of any tobacco item within the Premises and pay the full cost at the end of the Stay of such redecoration and cleaning as is required to put the Premises into such condition as it should have been had the Guest fully complied with his obligations hereunder as a consequence of the breach by the Guest of his covenant under this clause.
- b) Should it be found that the Guest has permitted the smoking of any tobacco product within the Premises, then the Guest agrees to pay for the professional cleaning of all carpets, curtains, blankets, counterpanes, bedding, cushions or any other item of soft

furnishing, throughout the Premises, at the quoted contractual rate within clause 22, using a chemical dry cleaning system including the application of a hypoallergenic chemical spray following the said cleaning.

17) Communal Areas - The Guest Agrees...

- a) Not to place, store or deposit any item/s in the communal areas, bin stores, gardens, landscaped areas, communal storage cupboards, utility cupboards, parking areas, or in any other part of the development whatsoever. Any items found within these areas will be removed immediately and disposed of by the Company representatives, without notice to the Guest, and the Guest will be financially responsible for the cost of the removal of the same, and will not be entitled to any form of compensation or payment regarding the disposal of the same.

18) Maintenance charging basis - The Guest agrees...

- a) All chargeable maintenance works, either during the stay or following the termination of the stay will utilise internal, qualified labour employed by the Company, and will be based upon a current hourly labour rate as advertised on the website www.shortstayuk.com. Such rate is commensurate with the approved commercial hourly labour rate, as set by the Association of Approved Insurers Schedule Of rates (SOR), and reviewed from time to time by them as seen fit.

19) Abortive Maintenance call outs - The Guest agrees...

- a) The Guest will pay all costs incurred by the Company when performing a maintenance visit requested specifically by the Guest, and the source of the reported problem is found to one of the following. All fees will be charged at the current advertised labour rate subject to a minimum call out charge of 1 hour.
- i) No fault was found when site was attended.
 - ii) The fault found was caused by the Guest not following manufacturer's instructions, and not asking the Company for clarification.
 - iii) The fault noted was as a direct result of the incorrect or negligent actions of the Guest.
 - iv) Access could not be gained by the Company representative due to the direct actions/in-action of the Guest.
- b) To provide full valid credit / debit card details when reporting a maintenance incident requiring Company site attendance. Such card will be debited with the full costs of the rectification works and all associated costs should the reported incident be found to be the Guests liability.

20) Locks, Keys & Security - The Guest agrees...

- a) One full set of keys and electronic entry devices will be issued per permitted occupier named upon the Agreement. No "extra" or "spare" sets of keys or devices will be issued under any circumstances without exception.
- b) To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- c) Not damage, install or change any of the locks at the Premises or keys and electronic entry devices and to report any such damage immediately to the Company.
- d) To pay to the Company the cost of replacing the locks to the Premises where any keys issued to the Guest at any point during the Stay, are un-accounted for at any point, or are not returned to the Company at the end of the stay. This includes all locks to the Premises and communal areas:

• Individual Chubb lock replacement	£85.00 + vat
• Individual Yale lock replacement	£85.00 + vat
• Patio door Union lock replacement	£85.00 + vat
• Key cutting per key from master key	£8.00 / key + 1hr labour + vat

- e) To return all remote controls, or other access and security devices to the Company at the end of the Stay. The Guest further agrees to pay for the cost of replacement of any remote controls or other security or access devices that have been lost or not returned at the termination of the Stay. The cost of such replacement/s will be as follows:-

• Electronic door fob	£60.00 + vat
• Remote control handset	£90.00 + vat
• Proximity card	£60.00 + vat
• Car parking permit	£35.00 + vat
• Car park stacker key	£80.00 + vat

Such charges include the replacement of the electronic unit and the apportioned call out fee for the technician to attend site to program the device to the hard wired on-site installation.

- f) Should the Guest require a further set of keys, on an emergency basis, then the Guest should immediately contact Concierge services on 01293 612950 to report this matter.
- g) Should the Guest require the keys to be delivered to the Premises or, if the keys are needed outside of the hours noted above, then a call out fee will be immediately levied for this service.

• 9.00am – 5.30 pm	1 hour labour (at the contractual labour rate) + vat
• 5.30pm – 9.00 am	2 hours labour (at the contractual labour rate) + vat

21) Pipework & Plumbing

- a) The Guest agrees to clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, appliance waste pipes, or general waste pipes, which serve the Premises. Prior to Check-In, all

pipework and appliances have been routinely inspected and tested by the Company's maintenance representatives, and all blockages, debris build up and lime-scale accumulation has been removed by flushing the relevant pipework with an appropriate flushing solution prior to the commencement of the Stay as a matter of course. It is therefore deemed that any blockage caused by debris build up or lime-scale accumulation has occurred during the Stay as a result of the direct actions or in-actions of the Guest, and therefore is the sole financial responsibility of the Guest to have removed.

22) Cleaning - The Guest agrees...

- a) To pay for the cleaning of all carpets, which shall have been soiled during the Stay. Such works to be carried out by a qualified specialist sub-contractor, specified, arranged, and approved by the Company, utilizing a chemical dry cleaning system.

• *Per room charge* £75.00 + vat

- b) To pay for the cleaning of all furniture, linen, counterpanes, blankets, chair seat pads, mattresses and curtains if any included in the Agreement shall have been soiled during the Stay. Such works to be carried out by a qualified specialist dry cleaning sub-contractor, specified, arranged, and approved by the Company, utilizing a chemical dry cleaning system.

• Seat pad cleaning (per pad)	£14.00 + vat
• Medium size pair of curtains	£65.00 + vat
• Large size pair of curtains	£90.00 + vat
• Labour charge for removal, delivery	½hr labour and replacement per pair of curtains + vat
• Double mattress cleaning using chemical dry cleaning system	£55.00 + vat
• Single mattress cleaning using chemical dry cleaning system	£35.00 + vat

- c) After cleaning, the Guest agrees that, should it not be possible to return the item/s to a clean and unsoiled condition, the item/s will be discarded and replaced by the Company at the cost of the Guest.

23) Refuse Removal & General removals

- a) If the Agreement shall come to an end in any manner whatsoever (including without prejudice to the generality of the foregoing the abandonment of possession by the Guest) the Guest agrees that the Company may remove and dispose of all goods, chattels and vehicles which are within the Premises, upon the Car Parking Space, or left within any area of the demised Premises, and that the Guest will be financially liable for all reasonable costs incurred by the Company in the removal of the same. In this instance, the Guest will not be entitled to any form of compensation or payment regarding the disposal of the same.

• Refuse Removal per black refuse sack	£15.00 per sack + vat
• Large item disposal charge (requiring 2 person handling)	2hrs labour + vat
• Regulated appliance disposal charge (white goods)	£75.00 per item + vat

24) Terminating this Agreement

It is further agreed by both parties, if at any time:

- a) If any accommodation charges, fees or any other sum under the Agreement remain unpaid after coming due; or
b) If the Guest is in breach of any agreement, clause or obligation within this Agreement

The Company reserves the right to immediately terminate any accommodation and services to be provided to The Guest and to deny The Guest the right to access and use the Property and any common areas within the building. The Guest accepts that the decision of the Company in this matter is final and absolute.

- c) In the event of the early final termination of the Agreement by The Company, the Company will immediately advise the Guest in writing that the Agreement has been terminated by email (address supplied by the Guest at the point of booking). A further written notice will be affixed to the door of the Premises for a period of 24 hours, advising the Guest that this action has been taken and that the Guest has been denied further access to the Premises.
- d) In the event of the early final termination of the Agreement by the Company, and the subsequent denial of access by the Company, to the Guest, of the Premises, the Guest accepts that this Agreement is specifically an **excluded agreement** within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.
- e) In the event of the early final termination of the Agreement by the Company, and the subsequent denial of access by the Company, to the Guest, of the Premises, the Guest is not permitted, under any circumstances, to attempt entry to the Premises. Such attempt will be treated as a criminal offence and the Company will immediately call the police to remove the Guest and to secure the Premises. The Guest acknowledges that in this event, it is company policy to prosecute all attempts of the Guest to commit criminal damage and aggravated burglary.
- f) In the event of the early final termination of the Agreement by The Company, the Company will immediately remove all items, goods and chattels, belonging to the Guest from the Premises and store them for a maximum of one week. If the items are not collected within one week of the termination of the stay, by the Guest from the Company's office address, then The Company may dispose of the items and The Guest will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds of the same, or from the security card supplied by the Guest at the point of booking. If there are any remaining costs after the above deductions have been made they will remain the liability of The Guest and charged accordingly.
- g) In the event of the early final termination of the Agreement by The Company, the Guest will be charged a total of 50% of the total unexpired value of the total Stay, to compensate the Company for the said termination. Such charge will be levied at the sole discretion of The Company.
- h) In the event of early termination of the stay by the Guest, the Company reserves the right to charge a total of 25% of the total unexpired value of the total Stay, at any time, whether prior to commencement or during the Stay.

25) Notices

- a) The Company has notified The Guest that the address at which notices (including notices in proceedings) or other written requests may be sent or served on The Company is: **Avery House, Brunel Place, Crawley, RH10 1JB**. Either party may serve notices upon the other using a valid email server, producing a valid time and date stamp show that the communication was sent. Both parties agree that such formal communication will be deemed as served on sending of the same.

26) Force Majeure – un-inhabitable property

An event of “Force Majeure” means an event beyond the control of the Company, which prevents either party from fulfilling their contractual obligations under this agreement, including but not limited to:-

- Act of god (such as, but not limited to) fire, flood, explosions, drought, tidal wave, infestations.
 - War, hostilities (whether war be declared or not), acts of terrorism, invasion, act of enemies (either foreign or domestic), mobilisation, requisition, embargo, revolution, rebellion, insurrection, military or civil activity.
 - Contamination by chemicals, radioactivity, toxicity,
 - Industrial action (whether formal or informal)
 - Any other occurrence that presents a risk to the health and safety of the Guest.
 - Any other occurrence that presents a risk to the fabric of the Property.
 - Loss of electrical power to the Property or building for an envisaged period of longer than ten days.
 - Loss of water supply to the Property or building for an envisaged period of longer than ten days.
 - Loss of gas supply (if present) to the Property or building for an envisaged period of longer than ten days.
- a) In the event of the Property becoming un-inhabitable, for a reason of Force Majeure whether specified above or not, the Guest must immediately vacate the Property on demand by the Company.
- b) Should the Guest have to vacate the Property, on receipt of a demand from the Company, for a reason of Force Majeure, then the Guest accepts that the Company has no legal or financial obligation to the Guest for such vacation.
- c) Should the Guest have to vacate the Property, on receipt of a demand from the Company, for a reason of Force Majeure, then the Guest accepts that they are not entitled to any form of financial compensation from the Company.
- d) Should the Guest have to vacate the Property, on receipt of a demand from the Company, for a reason of Force Majeure, then the Guest accepts that the Company has no legal or financial obligation to provide alternative accommodation to the Guest for any period.

SIGNATURES TO THE AGREEMENT

Signed by the Company

One Portfolio Management Limited

Signed by The Guest

****BookedBy****

This document is deemed signed by The Guest, at the point of Booking, on submission of the electronic reservation / booking request which clearly states “I have read the Terms and Conditions of the Agreement for accommodation, and I have fully understood the contents. I agree that I wish to create a legally binding Agreement for Accommodation and Other Services based solely upon this electronically signed document.”