

**DATED**

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**GUEST AGREEMENT**

between

**Property Owner**

and

**You (The Guest)**

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This Agreement is dated [DATE]

## Parties

- (1) Property Owner (**Landlord**)
- (2) You (**Guest**)

## Background

- A. The Landlord lets and the Guest takes the Property for the Rental Period at the Rent.
- B. The Guest may use the paths, drives, hall, corridors, staircase and lift (if any) leading to the Property for the purpose of access to and egress from the Property if the Property is leasehold.
- C. The Property is let as holiday accommodation within paragraph 9 of Schedule 1 to the Housing Act 1988. Accordingly the tenancy granted by this Agreement is not an assured shorthold tenancy and the Guest has no security of tenure.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this licence.

#### 1.1 Definitions:

**Booking Platform:** a third party website such as Airbnb or something similar.

**Building:** As set out on the booking platform.

**Cleaning Fee:** the fee payable for cleaning the Property after the End Date.

**Deposit:** As set out on the booking platform.

**End Date:** As set out on the booking platform.

**Inventory:** a video prepared prior to the Start Date showing the last clean.

**Managing Agent:** Tempstay Ltd incorporated and registered in England and Wales with company number 12594232 whose registered office is at 2 St. Leonards Road, Windsor, SL4 3BW.

**Property:** The house and garden (if applicable) as set out on the booking platform which shall include all fixtures and fittings and plant specified in the Inventory.

**Rental Period:** the period from and including the Start Date to and including the End Date.

**Rent:** As set out on the booking platform.

**Start Date:** As set out on the booking platform.

**Superhog:** Superhog Limited (CRN: 11871938) who are a third party organisation and whose registered office address is Unit 2 Nine Mile Water, Nether Wallop, Stockbridge, SO20 8DR.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 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.
- 1.9 An obligation in this Agreement to pay money includes an obligation to pay Value Added Tax in respect of that payment.
- 1.10 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.
- 1.11 Unless expressly provided otherwise, the obligations and liabilities of the Landlord or Guest under this Agreement are joint and several.

1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. Rent and Deposit**

2.1 The Guest must pay the Deposit on the signing of this Agreement.

2.2 The Deposit is paid to and handled by Superhog, their terms and conditions and privacy policy can be found on their website <https://superhog.com/>.

2.3 The Guest has the option to pay a non-refundable waiver to Superhog instead of a Deposit.

2.4 The Guest must pay the balance of the Rent due to the Landlord at least 30 days before the Start Date.

2.5 The Deposit will be held by Superhog and applied against the cost of remedying any damage to the Property caused by the Guest.

2.6 The Deposit will be returned to the guest not more than 14 days after the End Date less any deductions made for the cost of remedying any damage.

## **3. Booking Confirmation**

3.1 The Guest will be required to complete identity verification checks by Superhog.

3.2 The booking will only be confirmed once the Guest has passed the identity verification checks even if this agreement is signed and dated or otherwise as agreed by the parties.

3.3 These terms are visible at all times via the Managing Agent's website and will be attached to the booking confirmation email. A copy of the terms can be requested by the Guest at any time. In the absence of a completed agreement, the Landlord and Guest agree to be bound by these terms upon check-in.

## **4. Guest's obligations**

The Guest agrees with the Landlord:

- (a) to keep the Property clean, tidy and clear of rubbish;
- (b) to use the Property as a private holiday residence for a maximum number of people as set out on the Booking Platform;
- (c) not to cause or permit to be caused any damage to:
  - (i) the Property, [Building] or any neighbouring property; or

- (ii) any property of the owners or occupiers of the Property, [Building] or any neighbouring property;
- (d) to make good all damage caused to the Property (including the Landlord's fixtures and fittings) or to any other property owned by the Landlord through:
  - (i) any breach of the obligations set out in the Agreement
  - (ii) any improper use by or negligence of the Guest or any person at the Property with the Guest's permission.
- (e) not to apply for any planning permission in respect of the Property;
- (f) To keep the items shown in the Inventory clean and in the same condition as at the commencement of the Rental Period (fair wear and tear and damage by insured risks only excepted) and to make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Landlord to pay compensation to the Landlord).
- (g) Not to block or otherwise damage the taps baths wash basins WCs cisterns or pipes within or exclusively serving the Property.
- (h) To keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
- (i) To report to the Managing Agent any damage destruction loss defect or disrepair affecting the Property as soon as it comes to the attention of the Guest and to report any damage seen from the Inventory within 24 hours of the Start Date otherwise the last clean video will be used as Inventory. If the Guest fails to report any damage to the Managing Agent or Superhog, then it will be assumed that the damage was caused by the Guest and the Guest accepts liability for the damage.
- (j) To place all refuse in the receptacle(s) provided for the Property by the Landlord or any other competent authority.
- (k) To allow the Landlord, the Managing Agent, the owner of the Block or their respective agents or anyone with their written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided the Landlord has given reasonable notice (with regard to the work to be undertaken) beforehand and not to interfere with or obstruct any such persons.
- (l) In cases of emergency to allow the Landlord, the Managing Agent, or the owner of the Block or anyone with their authority to enter the Property at any time and without notice.
- (m) Not to do anything on the Property which may be a nuisance to or cause damage or annoyance to the Landlord or the guests or occupiers of any adjoining property.

- (n) Not to play any musical instrument or other device which can be heard outside the Property after 10pm or before 8am. The Property will contain a noise monitor and the noise level should always be below 70 decibels.
- (o) Not to use the Property for any illegal or immoral purposes.
- (p) Not to use the Property in a way which contravenes a restriction affecting the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Guest's attention.
- (q) Not to cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
- (r) Not to display any notice or advertisement that is visible from outside the Property.
- (s) Not to keep on the Property any animal or pet unless otherwise agreed.
- (t) Not to smoke at the Property.
- (u) To comply with any planning conditions affecting the Property which the Landlord has brought to the Guest's attention.
- (v) Not to assign or sublet the Property or any part of the Property and not to part with possession or share occupation of the Property or any part of it.
- (w) Not to permit any person to occupy the Property as a lodger.
- (x) Not to alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Landlord.
- (y) Not to leave any belongings place any items or hang any washing in the communal areas of the Block.
- (z) To comply with any regulations which the owner of the Block its agents or any management company for the Block may from time to time make in the interests of good management of the Block.
- (aa) At the end of the Rental Period to remove the Guest's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

## **5. Landlord's Obligations**

- 5.1 The Landlord shall allow the Guest quiet enjoyment of the Property without any interruption by the Landlord during the Rental Period.

## **6. Cancellation**

- 6.1 If the Guest terminates this Agreement by giving less than 30 days' notice the following provisions will apply:

- (a) Termination up to 30 days from the Start Date, the Landlord will not retain the Rent and will refund the Cleaning Fee;
- (b) Termination up to 14 days from the Start Date, the Landlord will retain 50% of the Rent and will refund the Cleaning Fee;
- (c) Termination less than 14 days from the Start Date, the Landlord retains 100% of the Rent and will refund the Cleaning Fee;
- (d) If a booking is made and has a check in date of less than 14 days in advance, then the Guest will only be eligible for a refund of the Cleaning Fee.
- (e) Termination with less than 72 hours prior to the Start Date will not receive a refund at all.

6.2 If the Guest has not paid the Rent by the date specified in Clause 2.4 the Guest will be deemed to have terminated the Agreement under Clause 7.1.

6.3 If there are issues with the Property or the Property becomes unavailable during the Rental Term, the Guest may be entitled to a refund. The Managing Agent or the Landlord will do its best to find a replacement property of equal standard. If the Guest is not satisfied with the replacement property, the Managing Agent or the Landlord will refund any monies. If the Guest is satisfied with the replacement property, however, the replacement property is more expensive, the Guest will have the choice of paying the difference or receiving a full refund.

## **7. Forfeiture**

If there has been a substantial breach of any of the Guest's obligations in this Agreement the landlord may forfeit the guest and recover possession of the Property. The other rights and remedies of the Landlord will remain in force.

## **8. Notices**

8.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered:

- (a) by hand; or
- (b) by email.

8.2 A notice or other communication shall be deemed to have been received:

- (a) if delivered by hand, when left at the address referred to in clause 9.1; or
- (b) if sent by email, the same day after transmission.



8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **9. Limitation of Liability**

9.1 The Landlord shall not be liable to the Guest for any failure of the Landlord to perform any Landlord's obligations in this agreement unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

9.2 The maximum liability on the owner for breaching the Guest Agreement or for negligence is the lesser amount of any unspent nights or the total booking value.

## **10. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between them whether written or oral, relating to its subject matter.

## **11. Jurisdiction**

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

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF LANDLORD]

.....

Landlord

Landlord

Signed by [NAME OF GUEST]

.....

Guest

Guest