



**“ALTIDO London” and “ALTIDO” are trading names of ALTIDO London Limited**

**Terms and Conditions for Guests Booking Directly Through ALTIDO London**

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

By booking directly through our website, you automatically agree to these terms and conditions.

**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 License Fee:** as defined in clause 5.1.3;

**Additional Services:** means any additional services provided by ALTIDO London 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 ALTIDO London and the Guest for the supply of Services in accordance with these Conditions;

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

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

**Booking Validation:** means the identity check process (including the provision of a photographic ID) that the Guest may be required to submit to;

**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 authorized 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 ALTIDO London 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 License Period;

**License:** means the license to occupy the Property granted under the Licence Agreement;

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

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

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

**ALTIDO London:** means ALTIDO London Limited, registered in England and Wales under company number 09078127 and whose registered office address is at 26 Astwood Mews, London, United Kingdom, SW7 4DE;

**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;

**Property Damage:** any damage to the Property that was directly or indirect caused by the Guest's actions or inactions (and including those of their Invitees);

**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 ALTIDO London;

**Services:** the services, including any deliverables, supplied by ALTIDO London 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

**Superhog Guest Agreement:** the Agreement entered into by ALTIDO, Superhog and the Guest, which constitutes Schedule I of this Agreement.

**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 ALTIDO London. 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 ALTIDO London by submitting a request on ALTIDO London's booking website, <https://thelondonresidentsclub.guestybookings.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 ALTIDO London in accordance with these Conditions.
- 2.3** The Booking request will only be deemed to be accepted when ALTIDO London issues written acceptance of the Booking request, at which point and on which date the Agreement will come into existence between ALTIDO London and the Guest ("**Booking Date**").
- 2.4** If ALTIDO London is unable to accept the Guest's Booking request, ALTIDO London 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 ALTIDO London. ALTIDO London 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 ALTIDO London, and any descriptions or illustrations contained in ALTIDO London's catalogs or brochures or displayed on ALTIDO London's website, are issued or published for the sole purpose of giving an approximate idea of the Property and ALTIDO London'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** Subject to clause 3.3, ALTIDO London will supply the Services to the Guest in accordance with the terms of the Agreement.
- 3.2** ALTIDO London 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. ALTIDO London will notify the Host of any such changes.
- 3.3** Some of the Services may be provided (in whole or in part) by ALTIDO London's partner Superhog Limited, a registered company in England and Wales (no. 10254155) and registered address at Unit 2 Nine Mile Water, Stockbridge, Hampshire, SO20 8DR.

### **4. License to occupy**

- 4.1** Provided that the Guest has paid the Price and Deposit in accordance with clause 7.2, the License will come into effect on the Check-In Date and immediately thereon the Guest hereby agrees that the provisions of the License 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 ALTIDO London may carry out verification checks to ensure the Guest has a valid immigration status and the appropriate "right to rent" the Property during the License Period. If the Guest fails to pass such verification checks, then this shall constitute a material breach of the Agreement by the Guest.
- 4.3** The Guest understands, acknowledges and undertakes that the Property may only be used for the purposes permitted by the Host.
- 4.4** Any appliance, fixtures and fittings at the Property must be operated in accordance with instructions provided and



**4.3** Unless otherwise stated by the Host, no parties of any kind can be held at the Property.

## **5. Guest's obligations**

**5.1** The Guest agrees and undertakes:

**5.1.1** to submit to and comply with the Booking Validation;

**5.1.2** to comply with the provisions of the Licence Agreement;

**5.1.3** to provide ALTIDO London with any documents and other information ALTIDO London reasonably required to complete the verification checks described at clause 4.2;

**5.1.4** to notify ALTIDO without delay of any Property Damage at the Property and to act as soon as they become aware of any Property Damage or problem to minimize its effects and prevent it becoming worse or causing nuisance to the occupier of any neighboring premises;

**5.1.5** to use the Property only as permitted by the Host and always in a reasonable and responsible manner;

**5.1.6** to take full responsibility for the behavior of any person they have permitted to enter the Property (including any Invitees);

**5.1.7** to take appropriate steps to ensure the security of the Property during the License Period;

**5.1.8** to keep the Property appropriately and safely ventilated to ensure that there is no build-up of damp, moisture, cooking smells, smoke or grease and to take care to avoid blocking or causing damage to drains or sanitary appliances.

**5.1.9** 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

**5.1.10** notwithstanding clause 5.1.9, that any period during which the Guest remains in occupation outside of the License Period shall be a trespass by the Guest on the Host's Property.

**5.2** All obligations on the Guest in respect of the Property apply equally in relation to any building of which the Property forms part and in relation to any access, parking or right of way associated with the Property.

**5.3** **The Guest understands and acknowledges that it shall be liable and shall pay in full for all and any Property Damage to the Property that occurred during the License Period or thereafter, where it is shown that the Property Damage's origin was caused during the License Period.**

**5.4** In the event that the Guest does not report Property Damage to the Host or ALTIDO London (as set out in clause 5.1.4) and where it can be shown (in ALTIDO London's sole opinion) that the Property Damage occurred during the License Period, it will be assumed that the Property Damage was caused by the Guest (or its Invitees) and the Guest shall be liable for any such damage in full.

**5.5** The Guest agrees to indemnify the Host for any fees or charges the Host might have to pay, including compensation to occupiers of neighboring premises caused by the Guest's actions or failure to fulfill any of the obligations in this Agreement.

**5.6** Wherever possible, the Guest will take a photographic record of the Property at the start and the end of the Booking. If the Guest chooses not to do this, the Guest acknowledges that it will be hard for them to prove, in the event of



**5.7** The Guest acknowledges that the cost of Property Damage will be determined at ALTIDO London's sole discretion.

**5.8** Guests shall also comply with the clauses set forth in the Superhog Guest Agreement, which constitutes Schedule I of this Agreement, in which property damages terms and conditions are determined.

## **6. ALTIDO London Obligations**

**6.1** ALTIDO London shall:

**6.1.1** communicate with Guests in relation to the Booking and during the License Period and use reasonable endeavors 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 ALTIDO London and the Guest). If this is not possible, the ALTIDO London 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 ALTIDO London deems necessary at the start of the License 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 ALTIDO London's brochures, on its website pages or as otherwise notified to the Guest by ALTIDO London prior to the Booking Date.

**7.2** The Guest acknowledges that they are liable for the full reservation amount owed to the Host and any cancellation or refund is subject to the Host's cancellation terms.

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

**7.4** If the Guest is required to pay an Additional License Fee in accordance with clause 5.1.3, ALTIDO London 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.

**7.5** The Guest may pay ALTIDO London by any of the following means:

**7.5.1** For reservations made more than 72 hours before check-in, guests can pay online by debit or credit card (including Visa, MasterCard, Maestro or American Express); In case we do not receive the payment confirmation from our finance department, we are entitled to not proceed with the reservation/check-in.

**7.5.2** For reservations made less than 72 hours before check-in, guests must pay at check-in via debit/credit card. In case we do not receive the payment confirmation from our finance department on time, we are entitled to not proceed with the reservation/check-in.

**7.5.3** BACS payment (bank transfer), available no less than 7 days before check-in and applicable only after payment proof is provided. In case we do not receive the payment confirmation from our finance department on time, we are entitled to not proceed with the reservation/check-in.

**7.5.4** Any other payment method which ALTIDO London makes available to guests under exceptional circumstances (if none of the above mentioned methods is available).

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

**7.7** ALTIDO London 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 ALTIDO London be obliged to inform the Guest of any reason for refusal.

**7.8** 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. In the case of insufficient funds, ALTIDO London cannot be held responsible for any delays or cancellations in connection with the booking.

**7.9** If the Guest does not make any payment to ALTIDO London by the due date, ALTIDO London 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 ALTIDO London interest together with any overdue amount. In case we do not receive the payment confirmation from our finance department on time, we are entitled to not proceed with the reservation/check-in.

**7.10** The Guest agrees not to make, at any stage, any chargeback against the Host.

## **8. Deposit**

**8.1** Where the payment of a Deposit by the Guest is required for a Booking, the Guest agrees to provide details of a payment card which shall remain valid until at least 30 days after the Booking has been completed. The Guest shall pay the Deposit to ALTIDO London in accordance with clause 7 above.

**8.2** ALTIDO London may hold the Deposit (in whole or in part and without notice), 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,

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

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

**8.2.3** any usage of the services and utilities at the Property which exceeds the fair usage thresholds laid

out in Appendix 1;

**8.2.4** any unpaid telephone charges;

**8.2.5** any other items within the Property which are damaged or go missing from the Property by any act or 6



omission of the Guest, any Invitees or any pets during the License Period;

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

**8.2.7** any fines incurred by the Host or ALTIDO London which are caused by any act or omission of the Guest, any Invitees or pets;

**8.2.8** any Property Damage.

**8.3** ALTIDO London shall return the Deposit to the Guest within 10 Business Days of the Check-Out Date, unless ALTIDO London or the Host become aware of any Property Damage (in respect of which monies can be deducted from the Deposit or otherwise under this clause 8) before such date.

**8.4** If ALTIDO London becomes aware of any Property Damage under clause 8.3, ALTIDO London shall, as soon as reasonably practicable after being made aware of the damage:

**8.4.1** without notice to the Guest, deduct the amount it reasonably considers necessary from the Deposit (by, if necessary, drawing against the payment card used by the Guest when making the Booking);

**8.4.2** refund any remaining Deposit monies to the Guest; and

**8.4.3** notify the Guest in writing of any such deductions, together with any evidence ALTIDO London has for making any such deductions

on or before the day it makes any such refund.

**8.5** 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 ALTIDO London shall invoice the Guest for the same, such invoice to be paid within 30 days of the date stated on it.

**8.6** In the event that the Deposit monies are not sufficient to cover the Guest's liabilities under clause 8.2, ALTIDO London will be entitled to draw any additional amounts from the payment card with which the Booking was made by giving the Guest two Business Days' prior notice.

**8.7** ALTIDO London's right to draw against the payment card will expire at the end of 14 days after the Check-Out Date and date of the Booking unless ALTIDO London notifies the Guest by this time of potential Property Damage which requires further investigation. The right to draw against the payment card as per clause 8.4.1 will then be automatically extended (and without notice) until the end of any investigation.

**8.8** If the Guest causes Property Damage and does not meet their associated liabilities, the Guest understands and acknowledges that their details may be held on a watchlist.

## **9. Termination and Cancellation**

**9.1** The Agreement will automatically terminate on the later of:

**9.1.1** the end of the License Period; or

**9.1.2** completion of the Services by ALTIDO London, including any Additional Services.

**9.2** 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.

**9.3** The Agreement shall terminate immediately upon a material breach by the Guest occurring under clause



**9.4** ALTIDO London may terminate this Agreement without notice if the Guest is in material breach of the License Agreement.



**9.5** In the event that ALTIDO London terminates the Agreement otherwise than for material breach of the Agreement and/or the License Agreement by the Guest under clause 9.2 or clause 9.3 or in the case of termination under clause 9.4:

**9.5.1** if before the Check-In Date, ALTIDO London shall return the total Price to the Guest; and

**9.5.2** if after the Check-In Date, ALTIDO London shall return to the Guest the appropriate proportion of the Price attributable to the then unexpired remainder of the License Period.

**9.6** 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, ALTIDO London will not be obliged to refund the Price or any part of it to the Guest, apart from the Cleaning Fee (provided the Agreement is terminated prior to the Check In Date).

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

**9.8** If the Guest terminates the Agreement one month or more prior to the Check-In Date, ALTIDO London shall refund to the Guest 50% (fifty per cent) of the Price. Different cancellation policies may apply as per initial arrangement between the Guest and Altido Reservations team.

**9.9** If the Guest terminates the Agreement at any time after the date one month prior to the Check-In Date, ALTIDO London will not be obliged to refund any part of the Price to the Guest, but will refund the Cleaning Fee to the Guest if cancellation happens before the Check-In Date.

**9.10** 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.

**9.11** On termination of the Agreement:

**9.11.1** 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

**9.11.2** The Guest will immediately pay to ALTIDO London any outstanding sums or charges payable by ALTIDO London pursuant to the Agreement and any interest thereon.

**9.12** 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.

## **10. Personal Data**

**10.1** Any personal data collected and/or processed by ALTIDO London in providing the Services to the Guest will be processed in accordance with ALTIDO London's Privacy Policy available at [https://www.thelondonresidentsclub.com/ALTIDO London-privacy-policy.pdf](https://www.thelondonresidentsclub.com/ALTIDO-London-privacy-policy.pdf) 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 ALTIDO London in its sole discretion.

**10.2** Superhog's privacy and data protection policy is available at <https://superhog.com/privacy-policydata-protection-policy/>.



## **11. Limitation of liability**

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

**11.2** ALTIDO London does not exclude or limit in any way its liability to the Guest where it would be unlawful to do so.



so. This includes liability for death or personal injury caused by ALTIDO London's negligence or the negligence of ALTIDO London'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 ALTIDO London provided to the Guest; and supplied with reasonable skill and care.

**11.3** ALTIDO London only provides its Services for domestic and private use. If the Guest uses the Services for any commercial, business or resale purpose ALTIDO London will have no liability to the Guest for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**11.4** Notwithstanding clauses 11.1 and 11.2, ALTIDO London is not liable for:

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

**11.4.2** damage to any property of the Guest or any Invitees to the Property; or

**11.4.3** 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.

**11.5** ALTIDO London's total liability arising under or in connection with the Agreement shall be limited to the maximum amount paid to ALTIDO London by the Guest under the Agreement.

## **12. Notices**

**12.1** Any notice or other communication given by the Guest to ALTIDO London 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 ALTIDO London at its registered office address, or by email to [reservations.london@stayaltido.com](mailto:reservations.london@stayaltido.com).

**12.2** Any notice or other communication given by ALTIDO London 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 ALTIDO London for the Guest. If ALTIDO London gives notice to the Guest during the License Period, then the notice will be validly given if delivered to the Property.

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

**12.3.1** 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;

**12.3.2** 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

**12.3.3** if sent by email, eight hours after transmission (unless a notification of non-delivery is received).

**12.4** 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.

### **13. Assignment**

**13.1** ALTIDO London may transfer its rights and obligations under the Agreement to another organization. ALTIDO London 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.

**13.2** The Guest may only transfer its rights or obligations under the Agreement to another person if ALTIDO 9



London agrees to this in writing.

### **14. Variation**

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

### **15. Waiver**

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.

### **16. Severance**

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.

### **17. Third party rights**

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.

### **18. 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.

### **19. 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

### LICENSE TO OCCUPY ON A SHORT TERM, HOLIDAY, BASIS

#### 1. Interpretation

The following definitions and rules of interpretation apply in this License Agreement (as defined below).

##### 1.1 Definitions:

**Additional License 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 License 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 authorized 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 ALTIDO London 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 License 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;

**License:** means the license to occupy the Property conferred by this License Agreement; 11



**License Agreement:** means the agreement for the License on the terms and conditions set out in this agreement; **License Period:** means the period from and including the Check-In Date until and including the Check-Out Date;

**ALTIDO London:** means ALTIDO London Limited, registered in England and Wales under company number: 09078127 and whose registered office address is at 26 Astwood Mews, London, United Kingdom, SW7 4DE;

**Necessary Consents:** means all planning permissions and all other consents, licenses, 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 holiday 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;

**Property Damage:** any damage to the Property that was directly or indirect caused by the Guest' actions or inactions (and including those of their Invitees);

**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 License.

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 endeavors to prevent that thing being done by another person.

**1.8** References to clauses are to the clauses of this License.

**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 License 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 License Agreement ends.

## **3. License to occupy**

**3.1** The Host permits the Guest to occupy the Property for the License Period in return for the Price in 12



according to the terms of this License Agreement.

**3.2** The Guest understands, acknowledges and undertakes that the Property may only be used for the purposes permitted by the Host.

**3.3** Any appliance, fixtures and fittings at the Property must be operated in accordance with instructions provided and in a reasonable and careful manner.

**3.4** Unless otherwise stated by the Host, no parties of any kind can be held at the Property.

**3.5** Provided that the Guest has paid the Price and Deposit in accordance with clause 6, the License 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.

**3.6** The Guest acknowledges that:

**3.6.1** ALTIDO London may carry out verification checks to ensure the Guest has a valid immigration status and the appropriate "right to rent" the Property during the License Period. If the Guest fails to pass such verification checks, then the License will terminate forthwith;

**3.6.2** 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;

**3.6.3** the Guest may not allow any other person to reside in the Property during the License Period;

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

**3.6.5** The License is personal to the Guest and is not assignable, and the rights given to the Guest under this License Agreement may only be exercised by the Guest.

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

**4.1** The Guest agrees and undertakes:

**4.1.1** to submit to and comply with the Booking Validation;

**4.1.2** to enter the Property no earlier than the Check-In Time, on the Check-In Date, as stated in the

Booking;

- 4.1.3 to leave the Property no later than the Check-Out Time, on the Check-Out Date, as stated in the Booking;
- 4.1.4 to notify ALTIDO or the Host without delay of any Property Damage at the Property and to act as soon as they become aware of any Property Damage or problem to minimize its effects and prevent it becoming worse or causing nuisance to the occupier of any neighboring premises;
- 4.1.5 to use the Property only as permitted by the Host and always in a reasonable and responsible manner;
- 4.1.6 to take full responsibility for the behavior of any person they have permitted to enter the Property (including any Invitees);
- 4.1.7 to take appropriate steps to ensure the security of the Property during the License Period;
- 4.1.8 to keep the Property appropriately and safely ventilated to ensure that there is no build-up of damp, moisture, cooking smells, smoke or grease and to take care to avoid blocking or causing damage to drains or sanitary appliances.

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- 4.1.9 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**");
- 4.1.10 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;
- 4.1.11 to remove all the Guest's belongings from the Property at the end of the License Period;
- 4.1.12 in the event that the Guest leaves any belongings at the Property, to pay the reasonable expenses incurred by the Host or ALTIDO London, as applicable, in returning the belongings to the Guest;
- 4.1.13 not to cause any damage to the walls, doors or windows or any part of the Property, Building or any neighboring property;
- 4.1.14 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 License Period or at any other time;
- 4.1.15 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;
- 4.1.16 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;
- 4.1.17 to pay for any damage caused or extra cleaning costs incurred by any pets which are allowed at the Property;
- 4.1.18 to clean any and all pet refuse;
- 4.1.19 not to make any alteration or addition whatsoever to the Property;
- 4.1.20 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 neighboring property;
- 4.1.21 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;

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

**4.1.23** 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;

**4.1.24** 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;

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

**4.1.26** to park any car, motorcycle or other vehicle only in the parking space(s) provided (if any); 14



**4.1.27** to use all reasonable efforts not to overload the electrical system;

**4.1.28** 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;

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

**4.1.30** 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

**4.1.31** 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 License.

**4.2** All obligations on the Guest in respect of the Property apply equally in relation to any building of which the Property forms part and in relation to any access, parking or right of way associated with the Property.

**4.3 The Guest understands and acknowledges that it shall be liable and shall pay in full for all and any Property Damage to the Property that occurred during the License Period or thereafter, where it is shown that the Property Damage's origin was caused during the License Period.**

**4.4** The Guest agrees to indemnify the Host for any fees or charges the Host might have to pay, including compensation to occupiers of neighboring premises caused by the Guest's actions or failure to fulfill any of the obligations in this Agreement.

## **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 License 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 license 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;

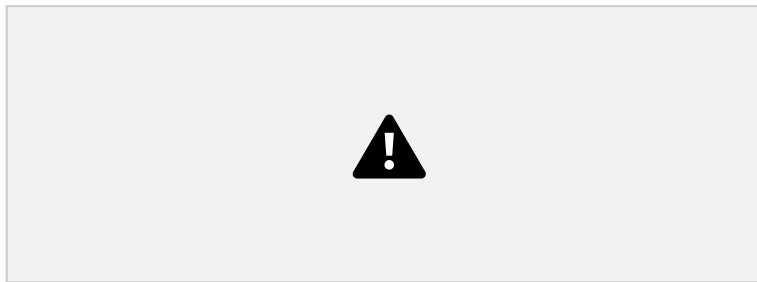
**5.1.7** if there is a gas supply to the Property, that the Host has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Guest;

**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 License Agreement.

## **6. Payment**

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

## **7. Termination and Cancellation**

**7.1** The License Agreement will automatically terminate on the earlier of:

**7.1.1** the Check-Out Time; or

**7.1.2** termination of the Guest Agreement, however arising.

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

**7.2.1** the Guest is in material breach of the terms of this License 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 License shall automatically terminate on expiry or termination of this License Agreement.

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

**7.5** On termination of this License 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 License 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 License 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

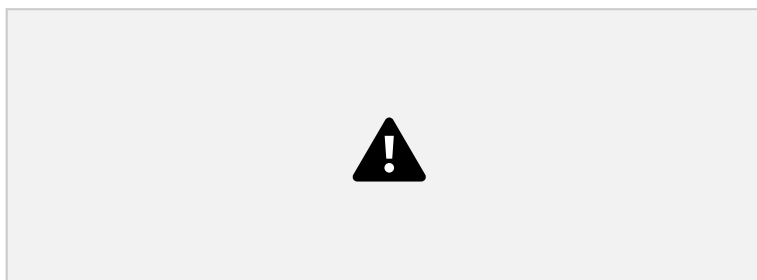
**8.2.3** if sent by email, at 9:00am on the next Business Day after transmission.

**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 16



**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 License 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 License Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this License Agreement.

## **11. Governing law**

This License 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 License Agreement or its subject matter or formation (including non-contractual disputes or claims).



#### Appendix 1

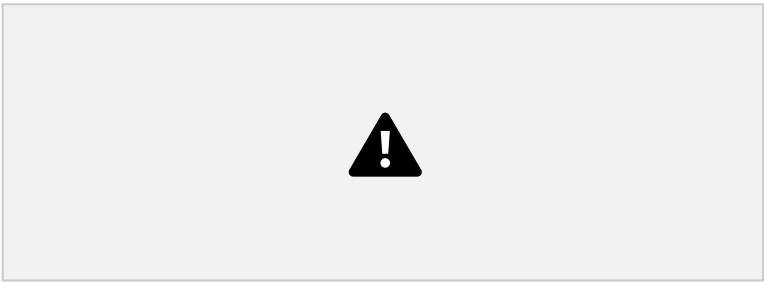
For guests who have booked directly and have signed our license to occupy agreement, the fair usage of utilities mentioned in the contract is laid out below. If guests exceed the below fair usage limits, we reserve the right to withhold the security deposit for the amount exceeded or charge a fee for the exceeded usage.

##### Gas:

- 1 bed - limit = £35
- 2 bed - limit = £47
- 3 bed - limit = £57
- 4 bed - limit = £66
- 5 bed - limit = £80

##### Electric:

- 1 bed - limit = £36
- 2 bed - limit = £50
- 3 bed - limit = £60
- 4 bed - limit = £67
- 5 bed - limit = £82



**Schedule I**  
**Superhog Guest Agreement Below**



### **SUPERHOG – Guest Agreement**

This Agreement is dated and arranged by SUPERHOG Ltd (“SUPERHOG”) and governs the relationship between you (“Guest”), SUPERHOG and your Host in any Booking. You should read

this Agreement carefully and only continue if you wish to be bound by the Agreement in its entirety.

## 1. GUEST CONSENT

- 1.1 To protect the Host's interest in the Property, the Guest agrees to complete a Booking Validation. This may mean the Guest is required to verify their identity (ID) in advance of the Booking and if asked, the Guest agrees to submit a photographic ID.
- 1.2 The Host or SUPERHOG, acting as the Host's Agent, may pass the Guest's details to a third party provider to carry out ID verification, and other checks.
- 1.3 No SUPERHOG guarantees will be active in relation to a Booking if the SUPERHOG Booking Validation has not been completed in advance of the Booking.

## 2. PROPERTY DAMAGE

- 2.1 The Guest acknowledges that they are liable to pay for all Property Damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction.
- 2.2 If the Guest does not report Property Damage to the Host or SUPERHOG which can be demonstrated to have been caused during the Booking, then it will be assumed that the Property Damage was caused by the Guest and the Guest accepts liability for the damage.
- 2.3 The Guest agrees to compensate the Host for any fees or charges the Host might have to pay, including compensation to occupiers of neighboring premises caused by the Guest's actions or failure to fulfill any of the obligations in this Agreement.

## 3. SECURITY DEPOSIT

- 3.1 Where the payment of a Security Deposit by the Guest is required for a Booking, the Guest agrees to provide details of a payment card which will remain valid until at least 30 days after the Booking has been completed.
- 3.2 If Property Damage has occurred, SUPERHOG has the right to draw against the payment card up to the Security Deposit amount for the Booking as part of compensation for damage that is payable to the Host. No further notice is required from SUPERHOG in order to draw on the payment card up to the Security Deposit amount, although SUPERHOG must in all cases retain appropriate evidence in relation to the Property Damage.
- 3.3 SUPERHOG's right to draw against the payment card will expire at the end of 14 days after the checkout time and date of the booking unless SUPERHOG has notified the Guest by this time of potential Property Damage which requires further investigation. As long as

SUPERHOG has given such notice within this timeframe the right to draw against the payment card will extend until the end of any investigation.

- 3.4 SUPERHOG will give the Guest three working days written notice in advance of taking any payment in relation to Property Damage that is in excess of the Security Deposit amount.
- 3.5 Superhog may provide alternative Security Deposit options to applicable Guests.

## 4. PROPERTY USE

- 4.1 The Property may only be used for purposes permitted by the Host.
- 4.2 Any appliance, fixtures and fittings must be operated in accordance with provided instructions and in a reasonable and careful manner.
- 4.3 There is a strict policy against Parties in or at the Property, unless pre-approved by the Host.

## 5. GUEST OBLIGATIONS AND ACKNOWLEDGEMENTS

- 5.1 **The Guest acknowledges that they are liable for all costs associated with damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction.**
- 5.2 The Guests acknowledge that they are liable for the full reservation amount owed to the Host and any cancellation or refund is subject to the Host's cancellation terms.
- 5.3 The Guest agrees not to make a Chargeback against the Host.
- 5.4 The Guest always agrees to use the Property only as permitted by the Host and always in a reasonable and responsible manner.
- 5.5 The Guest takes full responsibility for the behavior of any person they have permitted to enter the Property.
- 5.6 The Guest agrees to act as soon as they become aware of any Property Damage or problem to minimize its effects and prevent it becoming worse or causing nuisance to the occupier of any neighboring premises.
- 5.7 Wherever possible the Guest will take a photographic record of the property at the start and the end of the Booking and upload to SUPERHOG. If the Guest chooses not to do this the Guest acknowledges that it will be hard for them to prove that they did not cause the damage.
- 5.8 The Guest will take steps to ensure the security of the Property.
- 5.9 The Guest will take care to avoid blocking or causing damage to drains or sanitary appliances.
- 5.10 The Guest will keep the Property appropriately and safely ventilated to ensure that there is no build-up of damp or moisture or of cooking smells, smoke, or grease.
- 5.11 All obligations on the Guest in respect of the Property apply equally in relation to any building of which the Property forms part and in relation to any access, parking, or right of way associated with the Property.
- 5.12 The Guest acknowledges that the cost of Property Damage will be determined at SUPERHOG's sole discretion.

## 6. AGREEMENT

- 6.1 The Agreement sets out the terms on which SUPERHOG provides services in respect of a Booking. By entering into the Agreement you also agree to our Website Terms and Privacy and Data Protection policy which you can find at [www.superhog.com](http://www.superhog.com). It is important that you read the Agreement carefully as your continuation through the SUPERHOG process



constitutes acceptance of these terms and the associated obligations.

6.2 To the extent this Agreement is signed by an agent or representative of a Guest, it is deemed to also bind the Guest, and that the Guest has expressly agreed to the terms in this Agreement.

6.3 You agree that SUPERHOG may pass on certain information to the Host in connection with the Booking if this is deemed relevant.

6.4 You agree that if you have caused Property Damage and not met your associated liabilities then your details may be held by SUPERHOG on a Watchlist.

## 7. GENERAL

7.1 Any notices required under this agreement will be deemed if sent by email to the Guest, provided that no such notification of non-delivery is received, and the notice will be deemed served eight hours after sending of the email.

7.2 The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause.

7.3 This agreement is governed by and constructed in accordance with the laws of England and Wales. The Host and Guest agree to submit to the exclusive jurisdiction of the English courts.