



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

### I. Interpretation

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

Definitions:

- **Additional Licence Fee:** as defined in clause 4.1.3;
- **Booking:** means the holiday booking made by the Guest to stay at the Host's Property for the Licence Period, and which is governed by the terms of the Guest Agreement;
- **Booking Date:** means the date on which the Booking is made by the Guest;
- **Building:** means the building in which the Property is located (if applicable);
- **Business Day:** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England, between the hours of 9:00am and 5:00pm;
- **Check-In Date:** means the date from which the Guest is entitled to enter the Property, as set out in the Booking;
- **Check-In Time:** means the time on the Check-In Date from which the Guest is entitled to enter the Property, as set out in the Booking;
- **Check-Out Date:** means the date on which the Guest must vacate the Property, as set out in the Booking;
- **Check-Out Time:** means the time on the Check-Out Date by which the Guest must vacate the Property, as set out in the Booking;
- **Cleaning Fee:** means the fee paid by the Guest for the cleaning of the Property on or before the Check-In Date;
- **Common Parts:** if applicable, means such roads, paths, entrance halls, corridors, lifts, staircases, landings and other means of access in or upon the building within which the Property is situated, the use of which is necessary for obtaining access to and egress from the Property, as designated from time to time by the Host;
- **Competent Authority:** means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;
- **Deposit:** means the deposit paid by the Guest in relation to the Booking, the amount of which is stated in the Booking;
- **Guest:** means the person who makes the Booking to stay in the Property on the terms as set out in the Guest Agreement, and any other persons for whom the Booking is made;
- **Guest Agreement:** means the agreement between ALTIDO Scotland Ltd and the Guest governing the Guest's Booking;
- **Host:** means the freehold owner or, if the Property is leased, the leasehold owner of the Property;
- **Invitees:** means any person invited to visit the Property by the Guest during the Licence Period;
- **Lease:** if applicable, means the lease between the Host and the person for the time being who owns an interest in the Property, which gives them the right to possession of the Property at the end of the Host's lease;
- **Licence:** means the licence to occupy the Property conferred by this Licence Agreement;

- **Licence Agreement:** means the agreement for the Licence on the terms and conditions set out in this agreement;
- **Licence Period:** means the period from and including the Check-In Date until and including the Check-Out Date;
- **Necessary Consents:** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;
- **Permitted Use:** means private residential use as 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;
- **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.

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

- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. A reference to **writing** or **written** includes e-mail.
- 1.6. 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.
- 1.7. References to clauses are to the clauses of this Licence.
- 1.8. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Nature of the agreement

- 2.1. The Licence is granted by the Host to the Guest for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties.
- 2.2. The Guest shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence Agreement ends.
- 2.3. No tenancy is being created under the Private Housing Tenancy (Scotland) Act 2016

## 3. Licence to occupy

- 3.1. The Host permits the Guest to occupy the Property for the Licence Period in return for the Price in accordance with the terms of this Licence Agreement.
- 3.2. Provided that the Guest has paid the Price and Deposit in accordance with clause 6, the Licence shall come into effect on the Booking Date. The Licence will not come into effect unless and until the Guest has paid the Price and the Deposit.
- 3.3. The Guest acknowledges that:
  - 3.3.1. ALTIDO SCOTLAND LTD may carry out verification checks to ensure the Guest has a valid immigration status and the appropriate "right to rent" the Property during the Licence Period. If the Guest fails to pass such verification checks, then the Licence will terminate forthwith;

- 3.3.2. the Guest shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Host and the Guest by the Licence;
- 3.3.3. the Guest may not allow any other person to reside in the Property during the Licence Period;
- 3.3.4. the Host retains control, possession and management of the Property and the Guest has no right to exclude the Host from the Property;
- 3.3.5. the Licence is personal to the Guest and is not assignable, and the rights given to the Guest under this Licence Agreement may only be exercised by the Guest.

#### 4. Guest's obligations

##### 4.1. The Guest agrees and undertakes:

- 4.1.1. to enter the Property no earlier than the Check-In Time, on the Check-In Date, as stated in the Booking;
- 4.1.2. to leave the Property no later than the Check-Out Time, on the Check-Out Date, as stated in the Booking;
- 4.1.3. to pay an additional fee for each day the Guest stays in occupation of the Property after the Check-Out Time on the Check-Out Date, at the nightly rate applicable to the Property at the time the Guest remains in occupation (the "**Additional Licence Fee**");
- 4.1.4. to keep and leave the Property, fixtures, fittings and furnishings in good condition, clean, tidy and clear of rubbish and to be responsible for any damage caused to any of them;
- 4.1.5. to remove all the Guest's belongings from the Property at the end of the Licence Period;
- 4.1.6. in the event that the Guest leaves any belongings at the Property, to pay the reasonable expenses incurred by the Host or ALTIDO Scotland Ltd, as applicable, in returning the belongings to the Guest;
- 4.1.7. not to cause any damage to the walls, doors or windows or any part of the Property, Building or any neighbouring property;
- 4.1.8. not to use the Property other than as holiday accommodation and not to allow more than the number of Guests stated in the Booking to stay overnight at the Property during the Licence Period or at any other time;
- 4.1.9. not to allow any Invitees to stay overnight at the Property or to invite so many Invitees to the Property as to exceed the advertised sleeping capacity of the Property;
- 4.1.10. not to keep or allow any pet or animal of any kind at or into the Property without the prior written consent of the Host;
- 4.1.11. to pay for any damage caused or extra cleaning costs incurred by any pets which are allowed at the Property;
- 4.1.12. to clean any and all pet refuse;
- 4.1.13. not to make any alteration or addition whatsoever to the Property;
- 4.1.14. not to do or permit to be done on the Property anything which is illegal or which may reasonably be considered to be a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Host or to any tenants or occupiers of the Building (if applicable), or any owner or occupier of a neighbouring property;
- 4.1.15. not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might invalidate in whole or in part any insurance effected by the Host in respect of the Property and the Building from time to time, or increase the premium of any such insurance policy;
- 4.1.16. not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on or within them;

- 4.1.17. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 4.1.18. not to use electricity, gas, water, sewage, telecommunications and data or any other services and utilities to or from the Property in a manner which the Host (acting reasonably) considers to be excessive. Use shall be excessive if it is beyond what is reasonably necessary for the enjoyment of the Property as holiday accommodation;
- 4.1.19. not to pick or pull up any flowers or plants in the garden (if applicable) and to keep the garden tidy;
- 4.1.20. to park any car, motor cycle or other vehicle only in the parking space(s) provided (if any);
- 4.1.21. to use all reasonable efforts not to overload the electrical system;
- 4.1.22. to observe any reasonable rules and regulations the Host makes and notifies to the Guest from time to time governing the Guest's use of the Property and the Common Parts;
- 4.1.23. not to use the Property except for the purpose of a holiday during the Licence Period and not for any other purpose or longer period;
- 4.1.24. not to do anything on or in relation to the Property that would or might cause the Host to be in breach of the tenant's covenants and the conditions contained in the Lease (if applicable); and
- 4.1.25. to indemnify the Host and keep the Host indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - 4.1.25.1. any breach of the Guest's undertakings contained this clause 4; and/or
  - 4.1.25.2. the exercise of any rights given to the Guest under this Licence.
- 4.1.26. any usage of the services and utilities at the Property which exceeds the fair usage thresholds laid out in Appendix I;

## 5. Host Obligations

### 5.1. The Host undertakes and warrants:

- 5.1.1. to be responsible for all Service Media at the Property;
- 5.1.2. to provide duvets and pillows at the Property prior to the start of the Licence Period;
- 5.1.3. to insure the Property to at least the level of a general household policy with a reputable insurer (the "Insurance Policy");
- 5.1.4. to ensure there is a valid television licence in respect of the Host's television set (if applicable), if required by Part 4 of the Communications Act 2003;
- 5.1.5. that the furniture and furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988;
- 5.1.6. that the electrical appliances and equipment provided by the Host are safe and will not cause danger, and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol;
- 5.1.7. if there is a gas supply to the Property, that the Host has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Guest;
- 5.1.8. that the Property is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order; and
- 5.1.9. to pay the council tax and all reasonable charges for water, gas and electricity and all other outgoings for the Property, unless specified otherwise in this Licence Agreement.

## 6. Payment

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

## 8. Termination and Cancellation

8.1. The Licence Agreement will automatically terminate on the earlier of:

8.1.1. the Check-Out Time; or

8.1.2. termination of the Guest Agreement, howsoever arising.

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

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

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

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

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

8.5. On termination of this Licence Agreement:

8.5.1. 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

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

## 9. Notices

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

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

9.2.1. 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;

9.2.2. 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

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

9.3. 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.

## 10. Limitation of Host's liability

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

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

10.1.2. damage to any property of the Guest or any Invitees to the Property; or

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

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

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

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

### **11. Third party rights**

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

### **13. Governing law**

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

### **15. Jurisdiction**

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

This Agreement is made on the date of Booking confirmation between:

1. ALTIDO Scotland Ltd a company incorporated in Scotland with registered number SC502595 whose registered office is at Arch 3, East Market Street, Edinburgh, EH8 8FS
2. Guest

## Appendix I

For guests who have booked directly and have signed our licence to occupy agreement, the fair usage of utilities mentioned in the contract is laid out below. If guests exceed the below fair usage monthly 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