



**SOMEBY - Joivy Asset Management
Terms and Conditions for Guests Booking Directly Through ALTIDO**

These are the terms and conditions on which SOMEBY 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 SOMEBY 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 SOMEBY 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, 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 SOME BY 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;

SOME BY : means SAS SOME BY, registered in France under company number 751570003 and whose registered office address is at 15 Rue Jean Bourgey, 69100 Villeurbanne;

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 SOME BY;

Services: the services, including any deliverables, supplied by SOME BY 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;

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).

- 2.2 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.
- 3.2 A reference to **writing** or **written** includes e-mail.

2. Nature of the Agreement

- 4.2 These Conditions only apply where the Guest makes a Booking directly through SOMEBY. These Conditions do not apply where the Guest makes a Booking through a third party provider.
- 5.2 The Guest can make a request for a Booking directly to SOMEBY by submitting a request on ALTIDO's booking website 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 SOMEBY in accordance with these Conditions.
- 6.2 The Booking request will only be deemed to be accepted when SOMEBY issues written acceptance of the Booking request, at which point and on which date the Agreement will come into existence between SOMEBY and the Guest ("**Booking Date**").
- 7.2 If SOMEBY is unable to accept the Guest's Booking request, SOMEBY 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.
- 8.2 If the Guest wishes to make a change to the Booking or the Services it has ordered, the Guest must contact SOMEBY. SOMEBY 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.
- 9.2 Any descriptive matter or advertising issued by SOMEBY, and any descriptions or illustrations contained in SOMEBY's catalogs or brochures or displayed on ALTIDO's website, are issued or published for the sole purpose of giving an approximate idea of the Property and SOMEBY's Services. They will not form part of the Agreement or have any contractual force.
- 10.2 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

- 11.2 Subject to clause 3.3, SOMEBY will supply the Services to the Guest in accordance with the terms of the Agreement.
- 12.2 SOMEBY 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. SOMEBY will notify the Host of any such changes.

4. License to occupy

- 13.2 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 License will not come into effect unless and until the Guest has paid the Price and the Deposit.
- 14.2 The Guest acknowledges that SOMEBY 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.

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

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

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

5. Guest's obligations

17.2 The Guest agrees and undertakes:

17.1.3 to submit to and comply with the Booking Validation;

17.2.3 to comply with the provisions of the Licence Agreement;

17.3.3 to provide SOMEBY with any documents and other information SOMEBY reasonably required to complete the verification checks described at clause 4.2;

17.4.3 to notify SOMEBY 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;

17.5.3 to use the Property only as permitted by the Host and always in a reasonable and responsible

manner;

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

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

17.8.3 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.

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

17.10.3 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.

18.2 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.

19.2 In the event that the Guest does not report Property Damage to the Host or SOMEBY (as set out in clause 5.1.4) and where it can be shown (in SOMEBY'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.

- 20.2 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.
- 21.2 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 Property Damage, that they did not cause such damage.
- 22.2 The Guest acknowledges that the cost of Property Damage will be determined at SOMEBY's sole discretion.

6. SOMEBY Obligations

- 23.2 SOMEBY shall:
- 23.1.3 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;
 - 23.2.3 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 SOMEBY and the Guest). If this is not possible, SOMEBY 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;
 - 23.3.3 provide such Essentials as SOMEBY deems necessary at the start of the License Period;
 - 23.4.3 supply clean towels and bed linen including sheets, duvet covers and pillowcases; and
 - 23.5.3 ensure that the Property and any fixtures, fittings and furnishings will be professionally cleaned prior to the Check-In Time.

7. Price and Payment

- 24.2 The Price, the Deposit and the charges for any Additional Services will be as set out in SOMEBY's brochures, on its website pages or as otherwise notified to the Guest by SOMEBY prior to the Booking Date.
- 25.2 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.

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

- 27.2 If the Guest is required to pay an Additional License Fee in accordance with clause 5.1.3, SOMEBY 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.

- 28.2 The Guest may pay SOMEBY by any of the following means:

28.1.3 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.

28.2.3 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.

28.3.3 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.

28.4.3 Any other payment method which SOMEBY makes available to guests under exceptional circumstances (if none of the above mentioned methods is available).

29.2 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 SOMEBY will not be liable to the Guest for any delay or non-delivery. If possible, SOMEBY will inform the Guest if payment is delayed or cannot complete due to the card issuer refusing to authorize payment.

30.2 SOMEBY 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 SOMEBY be obliged to inform the Guest of any reason for refusal.

31.2 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, SOMEBY cannot be held responsible for any delays or cancellations in connection with the booking.

32.2 If the Guest does not make any payment to SOMEBY by the due date, SOMEBY 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 SOMEBY 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.

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

8. Deposit

34.2 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 SOMEBY in accordance with clause 7 above.

35.2 SOMEBY may hold the Deposit (in whole or in part and without notice), to be applied against:

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

- (i) fixtures;
- (i) fittings;
- (i) walls, ceilings and doors;
- (i) furnishings;
- (i) kitchen equipment;
- (i) crockery;
- (i) glasses;
- (i) 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;

35.2.3 any increased cleaning charges made necessary by the act or omission of the Guest, any Invitees or

pets;

35.3.3 any usage of the services and utilities at the Property which exceeds the fair usage thresholds laid out in Appendix 1;

35.4.3 any unpaid telephone charges;

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

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

35.7.3 any fines incurred by the Host or SOMEBY which are caused by any act or omission of the Guest, any Invitees or pets;

35.8.3 any Property Damage.

36.2 SOMEBY shall return the Deposit to the Guest within 10 Business Days of the Check-Out Date, unless JAM France 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.

37.2 If SOMEBY becomes aware of any Property Damage under clause 8.3, SOMEBY shall, as soon as reasonably practicable after being made aware of the damage:

37.1.3 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);

37.2.3 refund any remaining Deposit monies to the Guest; and

37.3.3 notify the Guest in writing of any such deductions, together with any evidence SOMEBY has for making any such deductions on or before the day it makes any such refund.

38.2 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 SOMEBY shall invoice the Guest for the same, such invoice to be paid within 30 days of the date stated on it.

39.2 In the event that the Deposit monies are not sufficient to cover the Guest's liabilities under clause 8.2, SOMEBY 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.

40.2 SOMEBY'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 SOMEBY 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.

41.2 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

42.2 The Agreement will automatically terminate on the later of:

42.1.3 the end of the License Period; or

42.2.3 completion of the Services by SOMEBY, including any Additional Services.

43.2 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.

44.2 The Agreement shall terminate immediately upon a material breach by the Guest occurring under clause 4.2.

45.2 SOMEBY may terminate this Agreement without notice if the Guest is in material breach of the License Agreement.

46.2 In the event that SOMEBY 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:

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

46.2.3 if after the Check-In Date, SOMEBY shall return to the Guest the appropriate proportion of the Price attributable to the then unexpired remainder of the License Period.

47.2 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, SOMEBY 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).

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

49.2 If the Guest terminates the Agreement one month or more prior to the Check-In Date, SOMEBY 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.

50.2 If the Guest terminates the Agreement at any time after the date one month prior to the Check-In Date, SOMEBY 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.

51.2 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.

52.2 On termination of the Agreement:

52.1.3 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

52.2.3 The Guest will immediately pay to SOMEBY any outstanding sums or charges payable by SOMEBY pursuant to the Agreement and any interest thereon.

53.2 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

54.2 Any personal data collected and/or processed by SOMEBY in providing the Services to the Guest will be processed in accordance with SOMEBY'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 SOMEBY in its sole discretion.

11. Limitation of liability

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

56.2 SOMEBY does not exclude or limit in any way its liability to the Guest where it would be unlawful to do so. This includes liability for death or personal injury caused by SOMEBY's negligence or the negligence of SOMEBY'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 SOMEBY provided to the Guest; and supplied with reasonable skill and care.

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

58.2 Notwithstanding clauses 11.1 and 11.2, SOMEBY is not liable for:

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

58.2.3 damage to any property of the Guest or any Invitees to the Property; or
58.3.3 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.

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

12. Notices

60.2 Any notice or other communication given by the Guest to SOMEBY 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 SOMEBY at its registered office address, or by email to reservations.france@stayaltido.com.

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

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

62.1.3 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;

62.2.3 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

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

63.2 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

64.2 SOMEBY may transfer its rights and obligations under the Agreement to another organization. SOMEBY 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.

65.2 The Guest may only transfer its rights or obligations under the Agreement to another person if SOMEBY 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.