

Occupancy Agreement

This licence to occupy agreement ("Licence") is a legal agreement between the Property Owner, the Guest and us (as Under The Doormat Managed Ltd (trading as Base City Rentals) a company registered in England and Wales with registered number 13623627 and registered address at 210 New King's Road, London SW6 4NZ) for the licence and occupation of the Property and the Licence forms part of the Terms and Conditions of Service ("Terms of Service").

AGREED TERMS

1. TERMS AND CONDITIONS OF SERVICE

- 1.1. The Terms and Conditions of Service ("Terms of Service") and this Licence together form part of the Agreement and are to be read together. Any reference to this Licence includes the Terms of Service. Where this Licence and any other document forming part of the Agreement are inconsistent, the order of precedence in clause 18.1 of the Terms of Service applies.
- 1.2. Where, and only where, the Property is a Student Property, Schedule 1 to the Terms of Service (Additional Terms for Student Properties) also applies to this Licence and is to be read together with it. Schedule 1 has no application to any Property that is not a Student Property.

2. FRAMEWORK

- 2.1. Each Party acknowledges and agrees that:
 - (a) the terms and conditions contained in this Licence (as updated from time- to-time in accordance with the Terms of Service) shall apply to any and all Confirmed Bookings of the Property made by a Member and for the avoidance of doubt, a Booking is not accepted and a Guest shall have no rights under this Licence until and unless they have received a Confirmation of Booking;
 - (b) The Property Owner has appointed us to be its agent to, amongst other things, promote and manage the Property;
 - (c) We agree to perform, on behalf of the Property Owner, the services specified in the Confirmation of Booking on the terms and conditions set out in this Licence and the Terms of Service;
 - (d) it has the power to enter into this Licence and to perform the obligations contained in this Licence;
 - (e) the Property Owner's acceptance of the terms of this Licence shall constitute its irrevocable agreement for us to conclude any Booking of the Property between the Guest and the Property Owner, irrespective of the date on which it commences in accordance with clause 2.3;
 - (f) notwithstanding clause 2.1(b) the Property Owner (and not us) grants to the Guest the licence to occupy the Property on the terms and conditions of this

Licence;

- (g) the Guest is not a tenant of the Property and nor is the Guest granted exclusive possession of the Property; and
- (h) the Property Owner also grants us a licence to occupy the Property and accordingly we (and our Representatives) shall be entitled (acting reasonably) to enter the Property during the Licence Period and at any time to perform our obligations under the Agreement and for any reason consistent with applicable laws.

- 2.2. This Licence, together with the Terms of Service, applies to the exclusion of any other terms that the Guest or Property Owner seeks to impose or incorporate, or which would otherwise be implied by trade, custom, practice or course of dealing.
- 2.3. Subject to clause 3.1, this Licence shall commence (and shall bind each of the Parties) at the date the Confirmation of Booking has been sent to the Guest.

3. GUEST LICENCE TO OCCUPY

- 3.1. The Guest's licence to occupy the Property granted in paragraph 3.2 shall commence on the Start Date and shall expire on the End Date of the Licence Period.
- 3.2. Subject to paragraph 4, the Property Owner permits the Guest and the Guest Party as listed on the Pre-Check-In Form to occupy the Property for the Licence Period in common with us (and our Representatives (so far as is not inconsistent with the rights given to the Guest to use the Property)) together with the right for the Guest to use:
 - (a) such parts of the Common Parts as is necessary for the purpose of access to and egress from the Property;
 - (b) the Furnishings;
 - (c) the Service Media serving the Property;
 - (d) where the Listing states that the Guest may use them, the Shared Facilities, in common with any other occupants of the building entitled to use them.
- 3.3. The Guest acknowledges that:
 - (a) the Guest shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Property Owner and the Guest by this Licence;
 - (b) We shall undertake the management of the Property during the Licence Period, including (but not limited to) the cleaning of the Property;
 - (c) the Property Owner retains control and possession of the Property, and the Guest has no right to exclude us, our Representatives or the Property Owner from the Property;
 - (d) the licence to occupy granted by this Licence is personal to the Guest and is not assignable. The rights given in paragraph 3 may only be exercised by the Guest;
 - (e) Both the Property Owner and we shall retain keys to the Property during the Licence Period, and we (including our Representatives) and the Property Owner reserve their right (acting reasonably) to use these keys and enter the Property at any time during the Licence Period;
 - (f) the Guest must provide electronic copies of passport details or such other form

of identification as we reasonably require for the Guest Party prior to check-in and must provide the same original identity documents for inspection on check-in if required to do so;

- (g) the Guest is responsible for the actions of all members of the Guest Party during the Licence Period; and
- (h) The payment card used to pay for the Booking must be verified as part of the Pre-Check-In Form process and in any event before access details are released, by such means as we may reasonably require. If the Booking was made on a card belonging to another person, the Guest must ensure that the cardholder who paid for the Booking provides signed written confirmation of their agreement to pay us for the Booking before access details are released. We reserve the right not to proceed with the Booking if this verification or confirmation is not provided and no refund will be granted in these circumstances.

4. GUEST'S OBLIGATIONS AND RESPONSIBILITY

4.1. The Guest agrees, warrants and undertakes to comply with its obligations under the Terms of Service and:

- (a) to keep and leave the Property clean, tidy and clear of rubbish and to follow any relevant recycling rules where applicable. The Guest will pay for additional rubbish removal if more than two large refuse bags are left per week or part thereof;
- (b) to keep the Property and the Furnishings in the same decorative condition throughout the Licence Period as they were in at the start of the Licence Period;
- (c) not to use the Property other than as personal residential accommodation;
- (d) to notify us immediately (and in any event within 24 hours) of any: (i) damage to the Property or Furnishings, whether caused by the Guest, the Guest Party or otherwise; (ii) issues or complaints of any nature;
- (e) not to sub-licence, share possession or to allow any person other than the persons named in the Booking Details (together with the Guest Party whose identity details were provided prior to check-in) to occupy the Property at any time, save that this paragraph does not prevent the use of any Common Parts or Shared Facilities in common with other occupants where the Listing states that they are shared;
- (f) not to use the Property for any events, parties or commercial or business activities, without our prior written approval;
- (g) not to access or open any cupboard, drawers or other storage which has been marked as private. These may be identified by the application of blue ribbons, tamper proof tape, and/or other locks or markings;
- (h) not to make any alteration or addition whatsoever to the Property;
- (i) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property;
- (j) not to make a copy of, share, transfer or disclose to any person who is not a

- member of the Guest Party any Access Device provided by us or the Property Owner, and not to change any of the locks on the Property;
- (k) if the Guest loses the keys provided, to notify us without delay, and bear the cost of replacement keys and locks (as appropriate at our absolute discretion) to a similar standard for the Property. Guests acknowledge that the replacement of keys and/or locks can be expensive. If we have to attend the Property to give the Guest access to the Property during the Licence Period, the Guest will pay an additional fee of up to £100 to be granted access between the hours of 09:00 and 21:00 and up to £200 to be granted access between the hours of 21:00 and 09:00 and such Fee will be payable on demand and must be paid before access is granted.
 - (l) not to smoke or vape inside the Property. If we have reasonable cause to believe that a Guest has been smoking or vaping at the Property, the Guest will pay an additional Fee of £200 which will be payable on demand together with any additional costs incurred by us for extra cleaning to the Property. Guests and the Guest Party may smoke outside the Property if expressly authorised and provided that cigarettes (or similar) are properly disposed of;
 - (m) not to cook any pungent or odorous food which may cause a nuisance to the Property Owner or the occupiers of any adjoining or neighbouring properties;
 - (n) not to allow any pets or animals in the Property, unless expressly authorised in the Confirmation of Booking, and to pay any additional charges applicable to pets or animals. This paragraph does not apply to an assistance dog which the Guest is entitled to be accompanied by under the Equality Act 2010, and no additional charge will be made in respect of such a dog;
 - (o) not to play any musical instrument or loud music between the hours of 22:00 and 08:00;
 - (p) not take or remove any Furnishings, property, belongings or personal effects from the Property;
 - (q) not to move any Furnishings from the original position and/or room within the Property;
 - (r) to keep the Property secure at all times, including by properly managing all utilities and appliances;
 - (s) in the event of an emergency, notify the appropriate emergency services and follow any other health, safety, security and environmental (HSSE) guidance or instructions that we may provide either at or prior to check-in or as part of the House Rules;
 - (t) not to do or permit to be done on the Property anything which is illegal, immoral or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Property Owner, us or to any tenants or occupiers of the building in which the Property is located (if applicable) or any owner or occupier of neighbouring property (this includes nuisance caused by noise);
 - (u) not to cause or permit to be caused any damage to:

- (i) the Furnishings;
- (ii) the Property, the building in which the Property is located (if applicable) or any neighbouring property;
- (iii) any property, belongings or personal effects at the Property, or any neighbouring property; or
- (iv) the Service Media;
- (v) not to obstruct the Common Parts or Shared Facilities, make them dirty or untidy or cause any damage or to leave any rubbish on them;
- (w) not to do anything that will or might constitute a breach of any Consents affecting the Property or which will or might vitiate or invalidate in whole or in part any insurance effected by us or the Property Owner in respect of the Property and/or the building in which the Property is located (if applicable), or increase the insurance premium(s);
- (x) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (y) to observe all rules and regulations we or the Property Owner makes and notifies to the Guest from time to time governing the Guest's use of the Property and the Common Parts and Shared Facilities;
- (z) to leave the Property in a clean and tidy condition and to remove the Guest's possessions from the Property at the end of the Licence Period including any rubbish as instructed in the House Rules;
- (aa) to comply with the terms of this Licence;
- (bb) if applicable, not to do anything on or in relation to the Property that would or might cause the Property Owner to be in breach of its covenants as a tenant;
- (cc) to vacate the Property on the End Date at the agreed check-out time and to leave the Property in the same condition as it was in at the start of the Licence Period; and
- (dd) That all utilities (including electricity, gas, water, and internet) are included in the Booking at no additional cost, provided usage remains within fair and reasonable limits based on the size of the home, number of guests, and duration of stay. The Guest acknowledges that:
 - (i) We shall determine, at our sole discretion (acting reasonably), whether usage has exceeded fair and reasonable limits;
 - (ii) Any excessive utility usage may result in additional charges, which may be captured against the Deposit and/or invoiced separately;
 - (iii) To help ensure comfort, sustainability, and fairness for all parties, the Guest shall:
 - Switch off heating, air conditioning, electrical appliances, and lights when not in use; and
 - Keep windows and doors closed when climate control systems are operating.

- 4.2. The Guest shall be responsible for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by us and/or the Property Owner arising out of or in connection with:
- (a) the Guest's or Guest Party's breach or negligent performance or non-performance of this Licence or the Terms of Service;
 - (b) loss or damage to the Property or Common Parts by the Guest or Guest Party;
 - (c) theft, damage to, or duplication of the key(s) or lock(s) to the Property; and
 - (d) the enforcement of this Licence.

5. PROPERTY OWNERS' OBLIGATIONS AND INDEMNITY

- 5.1. The Property Owner confirms, warrants and undertakes:
- (a) to comply with the terms of this Licence and the Property Owner Terms;
 - (b) that it has the necessary power and authority to enter into this Licence and where it is not the owner (or sole owner) of the Property, to ensure it has obtained the necessary consent and approval to enter into this Licence;
 - (c) they have obtained (and shall maintain at all times) the necessary Consents and notified all relevant parties of the existence of this Licence, including (but not limited to) the Property Owner's mortgage company (if applicable), insurance provider, and the Property Owner's council or local authority (if required);
 - (d) the Furnishings are fire resistant and comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (e) the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451) has been satisfied and where applicable an electronic copy of the gas safety certificate is available upon request for inspection by the Guest;
 - (f) the electrical appliances provided by the Property Owner are safe and comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets, etc. (Safety) Regulations 1994 and all appliances manufactured after 19 January 1997 are marked with the relevant CE/UKCA symbol;
 - (g) the Regulatory Reform (Fire Safety) Order 2005 has been complied with and, where applicable, all required fire risk assessments and safety measures are in place;
 - (h) they shall be responsible for any and all taxes (whether of the UK or elsewhere) for which they are liable for in connection with this Licence;
 - (i) that the Property shall be vacant during the Licence Period and it shall not cancel any Confirmed Bookings other than for a Force Majeure Event; and
 - (j) that the Property is as described in the Listing.
- 5.2. The Property Owner shall indemnify us and the Guest against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us and/or the Guest arising out of or in

connection with:

- (a) the Property Owner's breach of this clause 5 or negligent performance or non-performance of this Licence;
- (b) the enforcement of this Licence.

6. FEES AND CHARGES

- 6.1. The Guest agrees and undertakes to pay to us (without any deduction) the Booking Fee and all other Fees in accordance with the Terms of Service.
- 6.2. Payments and charges between us and the Property Owner shall be made in accordance with the Property Owner Terms and the Property Particulars.
- 6.3. Except as expressly set out in this Licence, the Guest shall not have any obligations or liability to make any payment to the Property Owner.
- 6.4. All fees and charges will be exclusive of VAT (unless otherwise stated) and shall be payable to us in GBP. The Guest shall be responsible for, and shall pay, any fees charged by the Guest's bank or credit or debit card provider.

7. LICENCE TERMINATION

- 7.1. The Guest's Licence shall end on the earliest of:
 - (a) the End Date; or
 - (b) the expiry of any notice given by us to the Guest following the Guest or Guest Party's breach of any of the Guest's obligations contained in paragraph 4. For the avoidance of any doubt, we may exercise our right to terminate this Licence (in our sole discretion), pursuant to this paragraph 7.1(b) or for any risk to our reputation or misrepresentation made to us, immediately.
- 7.2. On termination of this Licence, the Guest shall immediately vacate the Property and return all Access Devices in accordance with the check-out instructions.
- 7.3. Our licence granted under the Agreement shall terminate on termination of the Agreement in accordance with the Property Owner terms.
- 7.4. Termination of this Licence shall not affect the rights of any Party in connection with any breach of any obligation under this Licence which existed at or before the date of termination. The clauses in this Licence, which by the context are intended to survive termination, shall survive termination or expiration of this Licence for any reason.

8. LIMITATION OF LIABILITY

- 8.1. The Parties' liability shall be as set out under the Terms of Service.

9. ASSIGNMENT AND OTHER DEALINGS

- 9.1. Neither the Property Owner nor the Guest shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence.
- 9.2. We may at any time and without notice:
 - (a) assign, transfer, mortgage, charge or deal in any other manner with any or all of our rights and obligations under this Licence subject always to compliance with

- the Terms of Service and Property Owner Terms;
- (b) disclose to a proposed assignee any information in its possession that relates to this Licence or its subject matter, the negotiations relating to it and the other Party which it is reasonably necessary to disclose for the purposes of the proposed assignment; and
 - (c) subcontract or delegate in any manner any or all of its obligations under this Licence to any third party.

10. THIRD PARTY RIGHTS

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

This Licence has been entered into on the date of booking as stated in the Confirmation of Booking.