



CRAVEN HOUSE

LUXURY SERVICED APARTMENTS

Terms of Occupation (Incorporating No 8 Springfield, No 8A The Terrace and The Willows)

1. PERMITTED USE

Residential accommodation only

2. SECURITY DEPOSIT

A credit card authorisation taken against damage or loss to the Building and the Contents

3. DEFINITIONS AND INTERPRETATION

- 3.1** For all purposes of this agreement the terms defined in Clause 1 and in this clause have the meanings specified;
- 3.2** Where the Licensor or the Licensee comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons;
- 3.3** Words importing one gender include all other genders;
- 3.4** Words importing the singular include the plural and vice versa;
- 3.5** The clause, paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

4. NO TENANCY

This agreement is made on the basis that the Property is to be occupied by the Licensee for a short term without the right to exclusive possession and the Licensee acknowledges that no tenancy is granted by the Agreement and that no statutory periodic tenancy will arise on the determination of the Term.

5. OCCUPATION

The Licensor permits the Licensee to occupy the Property and to use the Contents on a non-exclusive basis for the Term in consideration of the Fee subject to the terms and conditions contained in the Schedule to this agreement.

6. FEE

- 6.1** The Licensee must pay the Fee together with any VAT for which the Licensor is accountable. VAT is charged at 20% for 28 days and thereafter at 4% until the end of the stay:
- 6.1.1** If the Term is for up to two months, the full amount is payable in advance
- 6.1.2** If the Term is for longer than two months, a rolling payment equal to two months' rent is payable in advance.

7. PAYMENT

The Fee is payable by credit card (subject to approval by the Licensor), cheque or any other approved or pre-arranged bank transfer payment into the Craven House Apartments account. All payments are to be in Pounds Sterling and a credit card surcharge of 4% applies. Any bank charges incurred should be paid by the guest.

8. UTILITIES

All utilities are included in the rental. Phone charges are to be settled at the end of each week

9. NO UNDERLETTING, ETC.

The Licensee must not assign, underlet or part with or share possession of the Property or any part of it.

10. ENTRY AND REPAIRS

The Licensor may enter the Property at all reasonable times with all necessary workmen and appliances to provide any services agreed with the Licensee, to inspect the Property and the Contents, and to carry out any repairs or alterations that may be necessary during the Term. *Cleaning will be undertaken once per week for which access must be allowed.*

11. DEPOSIT

11.1 Payment

The Licensee must provide the Security Deposit to the Licensor with the Fee to be held by the Licensor until the end of the Term as security towards the Licensee's *phone call charges* (liability for gas and electricity accounts), dilapidations and any other sums that may be due from the Licensee to the Licensor under this agreement.

- 11.2** At the end of the Term the Licensor will refund the Deposit or any part of it not required, in the Licensor's reasonable judgment, to make good damages or losses occurring through breach of the Licensee's obligations.

12. SUSPENSION OF FEE

If the Property or any part of it is damaged by fire so as to be unfit for habitation and use, the Fee or a fair proportion of it according to the nature and extent of the damage sustained, shall be suspended until the Property is fit for habitation and use again. If the Fee for the period of suspension has been paid in advance the Licensor must repay it or a fair proportion of it to the Licensee.

13. TERMINATION

If at any time during the Term:

- 13.1** the Fee or any part of it is unpaid after becoming payable, whether formally demanded or not; or
- 13.2** any obligation of the Licensee contained in this agreement is not performed or observed the Licensor may at any time after that terminate this agreement by written notice but without prejudice to any right of action she may have in respect of any breach of any obligation of the Licensee contained in this agreement.

14. DISCLAIMER

Except as provided by statute, the Licensor will not be liable for any financial loss or damage to the belongings of the Licensee or for any injuries sustained by the Licensee or any guest of his.

15. RESERVATIONS

Bookings can only be reserved upon receipt of the Security Deposit, payment and a signed Agreement for Occupation. If page one has not been signed, but has been sent then it is still assumed that the agreement has been accepted. Craven House reserves the right to switch the reservation to any equivalent apartment or upgraded apartment for the duration of a booking with no explanation or prior notice.

16. CANCELLATIONS – IN THE EVENT OF CANCELLATION

- 16.1** a full refund will be provided if the Licensee gives 28 days notice
- 16.2** a 50% refund will be provided if the Licensee gives between 14 and 28 days notice
- 16.3** no refund will be provided if the Licensee gives less than 14 days notice
- 16.4** **On long term contract bookings (1 month plus) refunds will only be given if we are able to resell the term once notice has been accepted.**

17. ARRIVAL AND DEPARTURE

Occupation of the Property is from Friday to Friday. Check in time is after 3.00pm and check out by 10.00am. Over running may incur charges. Keys are collected on arrival by prior arrangement – normal reception hours are 8.00am to 6.00pm. Collection outside these hours may result in an out of hours administration fee

18. USE

The Licensee must use the Property for the purpose of a private residence for a maximum of 4 persons (Park., Court, Lower and Upper Garden Suite) and 2 persons (Studio) only and not for any other purpose whatsoever. A £50 p/w extra bed fee will apply where necessary.

19. PETS

No pets are allowed unless by prior arrangement

20. SMOKING

No smoking is allowed in the Property. If smoking has taken place there is a £250 fumigation charge.

21. PROTECTION OF THE PROPERTY

- 21.1** Alterations
The Licensee must not make any alterations or additions to the Property or its decorations, fixtures or fittings, or the Contents;
- 21.2** Defacement
The Licensee must not deface the Property or permit or suffer it to be defaced internally or externally;
- 21.3** Contents
The Licensee must keep the Contents in their present state of repair and condition. The Licensee must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms. The Licensee can view an inventory of all the contents at the beginning of the term. Items damaged or lost will be charged at full replacement cost plus a £50 processing fee, such monies to be taken out of the Security Deposit (reasonable wear and tear and damage by accidental fire excepted) or charged on departure at full replacement cost.

22. ADVERTISEMENTS

The Licensee must not fix or exhibit any placard, poster or other advertisement on any part of the Property, or allow anyone else to do so.

23. NUISANCE

The Licensee must not do anything on or in connection with the Property that may be or tend to be a nuisance, annoyance or cause of damage to the Licensor or to any neighbouring or adjoining property or its owners or occupiers, or allow anyone else to do so.

24. ILLEGAL OR IMMORAL PURPOSE

The Licensee must not use the Property or any part of it for any illegal or immoral purpose, or allow anyone else to do so.

25. NOISE

The Licensee must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property after 10.00am or before 8.00am.

26. DRAINS

The Licensee must not block the sinks, baths, lavatories, cisterns or pipes in the Property with rags, dirt, rubbish, refuse or other substances, and must not cause any obstruction or blockage in the sinks, baths, lavatories, cisterns or pipes or damage them in any other way.

27. PARKING

Occupation under the terms of this agreement will not entitle the Licensee to apply for a resident's parking permit. Parking at Craven House is to be in the designated spaces only and is at the owner's risk. Craven House has no liability for cars parked on their premises.

28. INSURANCE

The Licensee must not do anything or allow anything to be done as a result of which the Licensor's insurance on the Property may become void or voidable or as a result of which the rate of premium on the policy may be increased. Guests personal effects are not covered by Craven House insurance.

29. NOTICE PERIODS

- 29.1** Any notice to be given in connection with the Term shall be deemed to be properly given if delivered by hand or sent by registered post or recorded delivery addressed:
- 29.2** If given to the Licensor to her by name or as Craven House Apartments at the address stated to be her address in this agreement; and
- 29.3** If given to the Licensee to him by name and address at the address of the Property.

Any notice sent by post shall be deemed to have been served not later than the first working day following the day on which it was posted.



CRAVEN HOUSE
LUXURY SERVICED APARTMENTS

Terms of Occupation
(Incorporating No 8 Springfield, No 8A The Terrace and The Willows)

I have read and accept the terms of occupation for Craven House Apartments

Name: _____

Signed: _____

Date: _____