

THIS IS A DRAFT EXAMPLE OF YOUR TENANCY AGREEMENT. THIS DRAFT EXAMPLE MAY BE SUBJECT TO CHANGE AND YOU WILL BE PROVIDED WITH A COPY OF YOUR TENANCY AGREEMENT PRIOR TO COMPLETION.

COMMON LAW EXTENDED HOTEL LET LICENCE

(Managed/Room Rate Collection)
«D9_47_0#Hotelier_FKA»

IMPORTANT NOTICE

This document contains the Terms of the Licence of the Hotel Suite known as «D0000_10452_0#Hotel_Address (space) ». It sets out the obligations to and the promises made by the Guest to the Hotelier and vice versa.

THIS LICENCE IS GRANTED UPON THE EXPRESS AGREEMENT OF THE GUEST THAT AT NO TIME WILL THE ACCOMODATION PROVIDED BECOME THEIR PRINCIPAL RESIDENCE. AT ALL TIMES THEY WILL MAINTAIN THEIR PRINCIPAL RESIDENCE ELSEWHERE AND USE THE ACCOMODATION PROVIDED ON A TEMPORARY BASIS ONLY WHILST WORKING IN THE LOCALITY.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Licence. Once signed and dated this Licence will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Licence.

If you are in any doubt about the content or effect of this Licence, we recommend that you seek independent legal advice before signing.

Both parties are advised to obtain confirmation in writing when the Hotelier gives the Guest consent to carry out any action under this Licence.

If you, the Guest, leave before the end of the Term stated in the Licence, the Hotelier may insist that you, the Guest pay the Room Rate for the remainder of the Term.

THIS LICENCE IS MADE on the

DEFINITIONS & INTERPRETATION

1. **"Hotelier(s)"** means anyone owning an interest in the Hotel, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Licence and anyone who subsequently owns the Hotel.
2. **"Guest"** means anyone entitled to possession of the Hotel Suite under this Licence.
3. **"Joint and Several"** is where the Guest is more than one person the Guest's covenants are joint and several. The expression "joint and several" means that jointly the Guests are responsible for the payment of all Room Rate and liabilities falling upon the Guests during the Licence or any extension of it. Individually each Guest is also responsible for payment of all room rate and liabilities falling upon the Guests as well as any breach of the Licence. References to the singular include the plural and references to the masculine include the feminine.
4. **"Hotel Suite"** means the Hotel Suite the subject of this Licence as defined below together with all items specified in any Inventory and Schedule of Condition, all Fixtures and Fittings, furniture or effects, floor ceiling and wall coverings belonging to the Hotelier and in or upon the Hotel, together with the gardens, paths, fences, boundaries or other outbuildings, garage or parking space (if applicable and unless they have been specifically excluded from the Licence) but excluding any other part of the Hotel Suite specified in this Licence.
5. **"The Building"** shall mean any building of which the Hotel Suite forms part.
6. **"The Hotelier's Agent"** means «D0000_11481_0#Hotel_Office_Company_Na» Limited whose registered office is Building 1 Meadows Business Park, Blackwater, Camberley, GU17 9AB (tel: 01344 753130 fax: 01344 753131) and or any other Agent subsequently appointed by the Hotelier.
7. **"Fixtures and Fittings"** includes all of the Hotelier's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and Schedule of Condition supplied.
8. **"Inventory and Schedule of Condition"** means the document drawn up prior to the commencement of the Licence by the Hotelier or Inventory Clerk which shall include the Fixtures and Fittings in the Hotel Suite including all matters specified in the Inventory and Schedule of Condition, a copy of which will be given to the Guest by the Hotelier or the Hotelier's Agent after the checking of the Inventory and Schedule of Condition at the start of the Licence.
9. **"Term" or "Licence"** References to "the Term" or "the Licence" include any extension or continuation of the Licence or a periodic Licence which may arise following the expiry or determination of the period of the Term specified in clause 1.
10. **"Room Rate"** means the amount payable by the Guest for the Hotel Suite as specified in the Particulars.
11. **"A Period of the Licence"** means the Room Rate payment periods as detailed in the Particulars (for example 'monthly' with agreed dates).
12. **"Deposit"** means the money deposited by the Guest with the Hotelier or Hotelier's Agent against any failure on the Guest's part to comply with the terms of this Licence. The Deposit will be held by the Hotelier's Agent as Stakeholder.
13. **"Stakeholder"** means the Hotelier's Agent holds the Licence Deposit and cannot release it until one party or the other becomes entitled to the money by mutual written consent or as determined by an order of the courts or other agreed adjudication.
14. **"Notice Period"** means the amount of notice that the Hotelier must give the Guest and vice versa.
15. **"Notice"** means any notice given in writing.
16. **"Emergency"** means where there is a risk to life or damage to the fabric of the Hotel Suite or Fixtures and Fittings contained therein.
17. **"Water charges"** include references to water sewerage and environmental service charges.
18. **"Principal Residence"** means the Guest's permanent and full time home address

19. **“Permitted Occupier”** if used in the Licence, includes any person who is licensed or permitted by the Hotelier to reside at the Hotel Suite together with the Guest and who does so as a Room Rate free licensee of the Guest and who will be otherwise bound by all the terms of this Licence apart from the payment of the Room Rate.
20. **“The Policy”** means any insurance policy held by the Hotelier for the Hotel Suite or the Fixtures and Fittings.
21. **“Working day”** excludes a Saturday, Sunday or Bank Holiday.

The Guest and Hotelier agree that the laws of England & Wales shall apply to this Licence.

DRAFT EXAMPLE

THE PARTIES TO THIS LICENCE AND THE HOTEL

THIS LICENCE IS MADE BETWEEN

A. «D0000_10500_0#ALL_HOTELIER_FULL_NAMES»
of «D0000_10454_0#HOTELIER_ADDRESS(COMMA)»
("the Hotelier")

AND

B. «D6_62_0#ALL_GUEST_FULLNAMES»
of «D0000_10458_0#GUEST_ADDRESS(COMMA)»
WHICH ADDRESS SHALL REMAIN THE GUEST'S PRINCIPAL RESIDENCE
("the Guest")

AND IS MADE IN RELATION TO HOTEL SUITE AT: (room Number?)

«D0000_10452_0#HOTEL_ADDRESS(SPACE)»

THE "HOTEL SUITE"

THE MAIN TERMS OF THE LICENCE

1. TERM OF LICENCE

The Hotelier lets to the Guest the Hotel Suite for a term of days/weeks/months

The Licence shall start on and include the «D0000_10464_0#Contract_Start_Day» day of «D0000_10465_0#Contract_Start_Month» 20«D0000_10466_0#Contract_Start_Year» and shall end on and include the «D0000_10467_0#Contract_End_Day» day of «D0000_10468_0#Contract_End_Month» 20«D0000_10469_0#Contract_End_Year».

The Hotelier reserves the right to require the Guest at any time to move to other accommodation within the Building of which the Hotel Suite forms a part.

Notwithstanding the Term granted by this Licence and any other provisions of this Licence the Hotelier reserves the right to terminate this Licence at any time without reason upon the giving of not less than seven days written notice to the Guest and upon expiry of such notice the Guest will vacate their accommodation and return the same to the Hotelier in a condition consistent with their performance of their obligations as set out in this Licence.

2. THE ROOM RATE

The Guest shall pay «D0000_11481_0#Hotel_Office_Company_Na» £«D18_5_0#Licence_Room Rate»

[«D0000_10472_0#ROOM RATE_IN_WORDS»]

per calendar month, payable in advance. The first payment shall be made to «D0000_11481_0#Hotel_Office_Company_Na» in cleared funds by the «D0000_10813_0#Contract_Original_Start_Da» **which is 72 hours prior to the commencement of the Licence.** Thereafter, payments shall be made on the «D0000_10464_0#Contract_Start_Day» day of each month.

The Room Rate is inclusive of reasonable usage of

- Council Tax or similar charges levied by the Local Authority
- gas
- water (including sewerage and other environmental services)
- the emptying of septic tanks or cesspits
- electricity
- any other fuel charges
- telecommunications including broadband, ADSL lines, cable and satellite if applicable
- television licence

3. THE DEPOSIT

The Guest shall pay to «D0000_11481_0#Hotel_Office_Company_Na» £«D18_11_0#Deposit_Amount»
[«D0000_10473_0#DEPOSIT_IN_WORDS»]

in cleared funds not less than 72 hours prior to the commencement of this Licence as a Deposit.

The Deposit to be held by the Hotelier's Agent as Stakeholder. At the end of the Licence the Hotelier's Agent shall return the Deposit to the Guest subject to the rules set out in this Licence.

4. FIXTURES AND FITTINGS

The Licence shall include the Fixtures and Fittings in the Hotel Suite including all matters specified in the Inventory and Schedule of Condition which will be given to the Guest at the commencement of the Licence or within a reasonable time of commencement.

5. FORM and PURPOSE of LICENCE

The Hotel Suite is let to the Guest for the purpose of temporary accommodation and will at all times maintain their Principal Residence elsewhere. The Guest acknowledges and agrees that at no time shall they acquire the status of an assured or assured shorthold tenant.

DRAFT EXAMPLE

DEALING WITH THE DEPOSIT

The following clauses set out:

- What the Hotelier or the Hotelier's Agent will do with the Deposit monies paid by the Guest under clause 3 above;
- What the Guest can expect of the Hotelier or the Hotelier's Agent when the Hotelier or the Hotelier's Agent deals with the Deposit;
- The circumstances in which the Guest may receive less than the sum paid to the Hotelier or the Hotelier's Agent as a Deposit at the conclusion of the Licence; and
- The circumstances in which other monies may be requested from the Guest

- 6.1. The Hotelier's Agent shall hold the Deposit as Stakeholder and will place the Deposit in a nominated account as soon as reasonably practicable. All interest earned will belong to the Agent.
- 6.2. During or after the termination of this Licence the Hotelier's Agent is entitled to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Licence. If more than one such deduction is to be made, monies will be deducted from the Deposit in the order listed in clause 6.6.
- 6.3. The Hotelier's Agent shall notify the Guest in writing of any deduction which will be made under the Licence. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.
- 6.4. At the end of the Licence the Hotelier's Agent with the written consent of the Hotelier and the Guest shall return the Deposit subject to any deductions made under the Licence. If there is more than one Guest, the Hotelier's Agent may return the Deposit by cheque or BACS payment – at their option - to any one Guest at his last known address.
- 6.5. If the amount of monies that the Hotelier or the Hotelier's Agent is entitled to deduct from the Deposit under this Licence exceeds the amount held as the Deposit, the Hotelier or the Hotelier's Agent may require the Guest to pay that additional sum to the Hotelier or the Hotelier's Agent within 14 days of the Guest receiving that request in writing.
- 6.6. The Hotelier or the Hotelier's Agent may deduct monies from the Deposit (as set out in clause 6.2) to compensate the Hotelier for losses caused for any or all of the following reasons:
 - Any damage, or compensation for damage to the Hotel Suite its Fixtures and Fittings or for missing items for which the Guest may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Licence, insured risks and repairs that are the responsibility of the Hotelier.
 - The reasonable costs incurred in compensating the Hotelier for, or for rectifying or remedying any major breach by the Guest of the Guest's obligations under the Licence, including those relating to the cleaning of the Hotel, its Fixtures and Fittings.
 - Any damage caused or cleaning required as a result of any pets occupying the Hotel Suite (whether or not the Hotelier consented to its presence as set out in clause 17.1).
 - Any sum repayable by the Hotelier or the Hotelier's Agent to the local authority where housing benefit has been paid direct to the Hotelier or the Hotelier's Agent by the local authority.
 - Any other breach by the Guest of the terms of this Licence.
 - Any instalment of the Room Rate which is due but remains unpaid at the end of the Licence.
 - Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Hotel Suite for which the Guest is liable.
- 6.7. The Guest shall not be entitled to withhold the payment of any instalment of Room Rate or any other monies payable under this Licence on the ground that the Hotelier's Agent holds the Deposit or any part of it.
- 6.8. If the Hotelier sells or transfers his interest in the Hotel Suite the Guest shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser, the transferee or the agent of the purchaser or transferee. The Hotelier or the Hotelier's Agent shall then be released from any further claim or liability in respect of the Deposit (or any part of it).

AT THE END OF THE LICENCE

- 7.1 The Hotelier/Hotelier's Agent must tell the Guest as soon as possible if there are any proposed deductions from the Deposit.
- 7.2 If there is no dispute the Hotelier's Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Licence. Payment of the Deposit or any balance of it will be made within 10 days of the Hotelier and the Guest agreeing the allocation of the Deposit.
- 7.3 The Guest should try to inform the Hotelier's Agent in writing if the Guest intends to dispute any of the deductions regarded by the Hotelier or the Hotelier's Agent as due from the Deposit within 30 days after the termination or earlier ending of the Licence and the Guest vacating the Hotel.
- 7.4 In the case of any dispute or after a period of 90 days from the end of the Licence the parties shall pursue their claim through the county court system or for claims of excess of £15,000 shall appoint and meet the costs of an arbitrator appointed by the President of the Chartered Institute of Arbitrators. Any award given by the arbitrator shall be final and binding on the parties and shall be in lieu of any other remedy.

OBLIGATIONS OF THE GUEST

The following clauses set out what is expected of the Guest during the Licence in addition to the main terms of the Licence. If any of these terms are broken, the Hotelier may be entitled to deduct monies from the Deposit, as set out in the Licence, claim damages from the Guest, or seek the court's permission to have the Guest evicted from the Hotel Suite because of the breach.

GENERAL

- 8.1 Any obligation upon the Guest under this Licence to do or not to do anything shall also require the Guest not to permit or allow any licensee or visitor to do or not to do that thing.
- 8.2 To be responsible and liable for all the obligations under this Licence as a joint and several Guest if applicable, as explained in the Definition of the Guest.

PAYING ROOM RATE

- 9.1 To pay the Room Rate as set out in clause 2 of this Licence whether or not it has been formally demanded. The Room Rate shall be paid by the Guest by Standing Order Mandate to National Westminster sort code: «D0000_11282_0#Office_Default_Bank_Accoun»
Account number: «D0000_11281_0#Office_Default_Bank_Accoun» in the name of «D0000_11518_0#VGN_Number» (UK) Limited. The first 28 days of payment are fully inclusive of VAT – currently @ 20% - due as an HMRC requirement for extended hotel accommodation and any VAT on subsequent periods.

Other services are available at separate charge, namely:

Key Card minding
Linen and Laundry services
Cleaning and room service
Bar and restaurant facilities
Taxi Booking

- 9.2 To pay interest on any payment of Room Rate not made as set out in clause 2 of this Licence. Interest shall be payable from the date on which the Room Rate was due until the date on which the Room Rate is actually paid. The interest rate will be 3% above the NatWest Bank Base Rate.

FURTHER CHARGES TO BE PAID BY THE GUEST

- 10.1 To compensate the Hotelier in damages for all reasonable costs and expenses awarded by the court or incurred by the Hotelier for the following:
 - recovering or attempting to recover any Room Rate or other monies in arrears or possession of the Hotel;
 - the enforcement of any reasonable obligation of the Guest under this Licence or recovery of any reasonable loss suffered by the Hotelier as a result of the Guest's breach of such obligation;
 - the cost of any repairs of any mechanical and electrical appliances belonging to the Hotelier resulting from misuse or negligence or accidental damage by the Guest, his family or his visitors;
 - the service of any Notice relating to any major breach of this Licence whether court proceedings are brought;
 - any re-letting costs or commission incurred by the Hotelier if the Guest vacates the Hotel Suite early apart from according to a break clause;

NOTICES

- 11.1 To forward any Notice orders or proposals affecting the Hotel Suite or its boundaries to the Hotelier or the Hotelier's Agent promptly upon it coming to the attention of the Guest.

THE CONDITION OF THE HOTEL: REPAIR, MAINTENANCE AND CLEANING

- 12.1. To take reasonable care of the Hotel Suite and the Fixtures and Fittings and not to intentionally alter or damage the inside or the outside of the Hotel Suite or the decorative order and condition throughout the Term.
The Guest is not responsible for the following:
- fair wear and tear
 - any damage caused by fire unless that damage was caused by something done or not done by the Guest or any other person residing, sleeping in or visiting the Hotel Suite
 - repairs for which the Hotelier has responsibility (these are set out in this Licence).
- 12.2. To inform the Hotelier or the Hotelier's Agent in writing immediately of any repairs or other matters falling within the Hotelier's obligations to repair the Hotel Suite as set out in this Licence including any lack of condition at the Hotel. The Hotelier or the Hotelier's Agent will reply in writing within fourteen days.
- 12.3. To keep the Hotel Suite and Fixtures and Fittings clean and tidy throughout the Term and to pay for the professional cleaning of the Hotel Suite at the end of the Licence to the same specification to which the Hotel Suite and Fixtures and Fittings were cleaned prior to the start of the Licence this shall include any carpets that were brand new at the commencement of the Licence.
- 12.4. To replace or have replaced as appropriate light bulbs, fluorescent tubes and fuses etc. as and when necessary during the Licence and ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Licence.
- 12.5. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Guest or caused by accidental damage by the Guest, his family or his visitors.
- 12.6. To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Hotel Suite that may be caused by frost or freezing temperatures, provided the pipes and other installations have been insulated by the Hotelier prior to the Licence.
- 12.7. The Hotel Guest will have professionally cleaned all carpets, furnishings, linen and curtains (if any) included in the letting at the end of the Licence, showing dated receipts as evidence.

CONDENSATION AND VENTILATION

- 13.1. To take adequate precautions to avoid condensation building up as this can lead to mold growth.
- 13.2. To clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Hotel, if the blockage is caused by the negligence of, or the misuse by the Guest, his invitees family or any visitors.
- 13.3. To take all reasonable precautions to prevent any infestation at the Hotel Suite and to procure a professional de-infestation of the Hotel, its furniture and effects should an infestation occur after a period of one month from the commencement of the Term and to provide the Hotelier's Agent with a certificate as to such de-infestation but this does not require the Guest to be responsible for any infestation of the structure of the Hotel.
- 13.4. Where the Guest is required to carry out repairs or other works under this Licence the Hotelier will give the Guest written notice of those repairs so that the Guest can elect whether to carry out such work within a reasonable time; or to request the Hotelier to carry out the work at the Guest's expense, provided that the Guest shall make payment to the Hotelier's agent of a reasonable sum in respect of the estimated cost of such works. Where this obligation has not been met, the Hotelier may enter the Hotel Suite with workmen, provided he has given the Guest at least 24 hours' notice in writing, to carry out such repairs or other works and may claim the reasonable cost of such work from the Guest as damages for breach of this Licence.
- 13.5. The Guest will not request the Hotelier's Agent to instruct any contractor to visit the Hotel Suite as a result of the Guest's negligence or misuse and any charges for such a visit and/or for missed contractual appointments and the Hotelier may claim the reasonable cost of visits from the Guest as damages for breach of this Licence.

INSURANCE

- 14.1. Not to do anything which might cause the Hotelier's policy of insurance on the Hotel Suite or on the Fixtures and Fittings, [a summary of the relevant insurance requirements having been provided with this Licence], to become void or voidable or causes the rate of premium on any such policy to be increased. The Guest will pay damages to the Hotelier for breach of this Licence in respect of increased premium and all reasonable expenses incurred by the Hotelier in or about any such renewal of such policy rendered necessary by breach of this provision.
- 14.2. To inform the Hotelier or his Agent of any loss or damage to the Hotel Suite or Fixtures and Fittings within a reasonable time of the damage coming to the notice of the Guest.
- 14.3. To provide the Hotelier or his Agent with details of such loss or damage within a reasonable time of that loss or damage having come to the notice of the Guest.
- 14.4. To agree the Guest is warned that the Guest's belongings, furnishings and equipment within the Hotel Suite are not covered by any insurance policy maintained by the Hotelier and there is no provision for occupiers' liability insurance.

ACCESS AND INSPECTION

- 15.1. To allow the Hotelier his agent or any professional adviser authorised by the Hotelier to enter the Hotel Suite with or without workmen and with all necessary equipment for any reasonable purpose at any time.

ASSIGNMENT

- 16.1. Not to assign, sublet, part with, or share the possession of all or part of the Hotel Suite with any other person.
- 16.2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Guest in this Licence and any permitted children to occupy or reside in the Hotel Suite.
- 16.3. Not permit any person not named in this agreement to stay in the Hotel Suite.
- 16.4. Upon request, provide the Hotelier or the Hotelier's Agent with documentation to confirm the right of abode in the United Kingdom for the Guest or any occupant of the Hotel Suite over eighteen years of age.

USE OF THE HOTEL SUITE

- 17.1. To use the Hotel Suite for the purpose of temporary private accommodation only in the occupation of the Guest, not to cause or permit any person under the age of 18 years to stay or reside in the Hotel Suite and not use the Hotel Suite for business purposes.
- 17.2. Not to remove the Fixtures and Fittings of the Hotel Suite or to store them in any way or place within or outside the Hotel Suite that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Licence.
- 17.3. Not to use the Hotel Suite for any immoral or illegal purpose.
- 17.4. Not to register a company at the address of the Hotel.
- 17.5. Not to operate a business trade or profession from the Hotel.
- 17.6. Not commit or allow the commission of any act which could lead to the prosecution of the Hotelier or Hotelier's Agent under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies same) nor bring, keep or permit the keeping of any unlawful drugs or prohibited substances in the Hotel.
- 17.7. Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Hotel Suite or any guest or visitor to smoke tobacco, vape or smoke e-cigarettes or any other substance in the Hotel Suite or in the Building or to burn or allow any other person to burn any candles, incense sticks (or similar). If in breach of this clause, the Guest will be in breach of this Licence and liable for or to compensate the Hotelier in damages for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Hotel Suite of the odour of nicotine, incense, or any other substance caused by the Guest or any visitor to the Hotel Suite and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Hotel.
- 17.8. Not to use the Hotel Suite or allow others to use the Hotel Suite so as to cause a nuisance, annoyance, or cause damage to any neighbouring, adjoining or adjacent Hotel Suite or the owners or occupiers thereof or of the Building. This shall include any nuisance caused by noise.
- 17.9. Not to decorate or make any alterations or additions to or in the Hotel Suite Hotelier.

- 17.10. Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Hotel Suite or the Hotel and not install and land line telephone.
- 17.11. To procure to a reasonable and proper standard the removal and disposal of any item described in 17.10 and the repair of any damage done as a result of a breach of clause 17.10 above or if a satellite dish, notice, advertisement, sign or board is erected with the consent of the Hotelier.
- 17.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Hotel.
- 17.13. Not to barbecue in or on the Hotel Suite or in any communal outside space or garden, balcony or roof terrace.
- 17.14. Not to hold or allow any sale by auction at the Hotel.
- 17.15. To notify the Hotelier's manager in the restaurant at the Building should the fire alarm be accidentally activated.
- 17.16. At no time to allow any person under the age of 18 years to stay with the Guest in the Hotel suite.

ANIMALS AND PETS

- 18.1. Not keep any animals, birds, reptiles or pets of any description in the Hotel Suite.

LEAVING THE HOTEL SUITE EMPTY

- 19.1. To notify the Hotelier or the Hotelier's Agent before leaving the Hotel Suite vacant for any continuous period of 21 days or more during the Licence.
- 19.2. To comply with any conditions set out in the Hotelier's Policy of Insurance relating to empty property, a copy of the policy and Schedule of Insurance having been provided. This provision shall apply whether or not the Hotelier has been or should have been notified of the absence under clause 19.1 of this Licence.
- 19.3. To run all taps in sinks, basins and baths, flush lavatories and run any showers for at least twenty minutes upon taking up occupation and after the Hotel Suite has been vacant for any period of seven days or more, to reduce any risk against Legionella.

CAR PARKING SPACE

- 20.1. To park private vehicle(s) only at the premises.
- 20.2. To keep any parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Guest, his family, contractors or visitors.
- 20.3. To remove all vehicles belonging to the Guest, his family or visitors at the end of the Licence.
- 20.4. Not to park any vehicle that is not in road worthy condition and fully taxed.

REFUSE

- 21.1. To remove all rubbish from the Hotel Suite both during and at the end of the Licence by placing it in a plastic bin liner in the dustbin or receptacle provided.
- 21.2. To dispose of all refuse through the services of and comply with the regulations made by the local authority.

INVENTORY AND SCHEDULE OF CONDITION, CHECK OUT AND END OF THE LICENCE

- 22.1. To return a signed copy of the Inventory and Schedule of Condition (if applicable) within 5 days of the commencement date of the Licence with any written amendments or notes. If the Guest does not do so then the Inventory and Schedule of Condition dated as at the Commencement of the Licence shall stand as a true record of the Condition of the Hotel Suite and will be used to assess all damage for Check-out purposes at the end of the Licence. The Guest must inform the Hotelier's Agent if a copy of the Inventory and Schedule of Condition is not received within 5 days of the Commencement of the Licence.
- 22.2. To remove all refuse and rubbish belonging to the Guest at the end of the Licence and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Licence.
- 22.3. To remove all belongings, personal effects, foodstuffs or equipment of the Guest from the Hotel Suite at the end of the Licence.

- 22.4. Give up the Hotel Suite at the end of the Licence with vacant possession, within normal office hours at a time agreed with the Hotelier or Hotelier's Agent in accordance with the Terms of the Licence and in particular the requirements as to repair and decoration and make good, repair, replace (with the prior written approval of the Hotelier or the Hotelier's Agent) or pay for as necessary, or at the option of the Hotelier to compensate for any furnishings, furniture, equipment which is broken, lost, damaged or destroyed and to deliver all keys to the Hotel Suite to the Hotelier or the Hotelier's Agent.

FURTHER CONDITIONS TO BE KEPT BY THE GUEST

- 23.1. Prior to the expiry of the Licence notify the Hotelier's Agent of a forwarding address for the Guest and in lieu thereof the Hotelier's Agent shall be entitled – at the Guest's expense - to instruct enquiry agents to obtain such address and trace the Guest if required. The Guest hereby agrees that the forwarding address may be disclosed to the Hotelier's solicitors and other advisors at the end of the Licence.
- 23.2. To comply with any requirements of the local authority for collection of recycling and/or garden waste.
- 23.3. To not introduce into the Hotel Suite any portable heaters fired by liquid or bottled gas fuels.

GUEST'S APPLIANCES

- 24.1. To not install any gas appliances or electric appliances that require hard wiring in the Hotel Suite.

ELECTRIC VEHICLES/SCOOTERS/BICYCLES

- 25.1. To agree the electric supply and installations in the Hotel Suite are provided for normal domestic use and are not to be used to charge Electric Vehicles of any size or capacity.
- 25.2. Prohibited from charging electric cars at the property unless from a suitable and approved electric car charger.
- 25.3. To agree electric scooters, bicycles or similar electric items must not be brought into the inside the Hotel Suite or inside any associated outbuildings for storage or for charging purposes at any time.

THE IMMIGRATION ACT - RIGHT TO RENT

- 26.1. Upon request, provide the Hotelier or the Hotelier's Agent with documentation to confirm right of abode in the United Kingdom. Right to Room Rate checks have been undertaken for the Guest and any occupant of the Hotel Suite over eighteen years of age.

FURTHER CONDITIONS TO BE KEPT BY THE HOTELIER

The following clauses set out what can be expected from the Hotelier during the Licence in addition to the main terms. If any of these terms are broken, the Guest may be entitled to claim damages from the Hotelier, or ask a court to make the Hotelier keep these promises.

- 27.1. To allow the Guest to peaceably hold and enjoy the Hotel Suite during the Licence without any unlawful interruption (save as provided in this Licence) by the Hotelier or any person rightfully claiming under, through or in trust for the Hotelier.
- 27.2. To ensure that all necessary consents to enable the Hotelier to enter this Licence have been obtained (whether from, mortgagees, insurers, or others).
- 27.3. To maintain and repair as required the structure of the Hotel Suite and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating or water heating but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Hotelier by the Guest as set out in clause 12.2 and to reply to any written request or notification from the Guest within fourteen days of a written submission and to carry out any necessary work to remedy the defect within a reasonable time of being notified.
NOTE – in the event that the Hotel Suite should for any reason become uninhabitable the Hotelier shall have no obligation to provide alternative accommodation. In such event the Hotelier will return any room rate at that point paid in advance and that shall be the extent of the Hotelier's liability. They have no liability for any other further or consequential or indirect losses.
- 27.4. To repay to the Guest any reasonable costs incurred by the Guest to remedy the failure of the Hotelier to comply with his statutory obligations as stated in clause 26.3 above.
- 27.5. To insure the buildings and contents of the Hotel Suite under a general policy to include letting, with a reputable insurer and to provide, upon reasonable request, a copy of the relevant insurance certificate and policy to the Guest.

- 27.6. To keep in repair and proper working order all mechanical and electrical items belonging to the Hotelier and forming part of the Fixtures and Fittings, unless this obligation has been excluded by individual negotiation between the parties or unless such repair is occasioned by fault, negligence or misuse by the Guest, his family or their visitors – where it shall be the Guest's responsibility to procure such repair and/or replacement.
- 27.7. To ensure that all the furniture and equipment within the Hotel Suite complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 27.8. To pay, cover and compensate the Guest for all tax assessments and outgoings for the Hotel Suite and to discharge those utility charges inclusive of the Room Rate.
- 27.9. To pay for the making of, or to compile, or to arrange and pay for a fully comprehensive Inventory and Schedule of Condition to be compiled prior to the commencement of, and at the end of the Licence.
- 27.10. In the absence of a working television aerial at the Hotel, meet the cost of the professional installation and maintenance of such an aerial in order that the Guest may receive standard free to view television always provided the installation of such an aerial is permitted on the Hotel Suite or the Building and is in accordance with any relevant planning regulations imposed by the Local Authority.

INTERRUPTING OR ENDING THIS LICENCE

The following clauses set out the ways in which this Licence may be brought to an end by either party. In addition, these clauses set out the procedures which the Guest or Hotelier shall use when the Licence is brought to an end.

ENDING THE LICENCE AND FORFEITURE

- 28.1. If at any time:
- 28.2. the Room Rate, or any part of the Room Rate remains unpaid after coming due, whether formally demanded or not; or
- 28.3. if any Licence or obligation of the Guest is not complied with; or
- 28.4. if the Hotel Suite is left vacant or unoccupied for more than 21 days without the Hotelier's consent (as set out in clause 19.1); or
- 28.5. if the Guest shall become bankrupt, insolvent, go into liquidation or enter into a voluntary arrangement with its creditors or is made the subject of a winding-up order whether compulsory or voluntary; or
- 28.6. The Hotelier may give written notice to the Guest that the Hotelier seeks possession of the Hotel. If the Guest does not immediately give possession then the Hotelier shall be entitled to take such steps as are reasonably required to secure the Hotel Suite and exclude the Guest. This does not prejudice any right that the Hotelier may have in respect of the Guest's obligations under this Licence.
- 28.7. If the Guest vacates the Hotel Suite during the Term but not in compliance with any break clause, the Guest will remain liable to pay Room Rate and any other monies payable under this Licence until the Term expires, or the Hotel Suite are re-let, whichever is the earlier.
- 28.8. Where the Hotel Suite is left full of bulky furniture or a large amount of other discarded items belonging to the Guest, which prevents the Hotelier from re-letting, selling or occupying the Hotel, or making any other use of the Hotel Suite until the items are removed from the Hotel; the Guest shall remain liable for Room Rate and other monies under this Licence. The Hotelier or the Hotelier's Agent may remove, store, or dispose (without liability) of the items after giving the Guest at least 14 days written notice, addressed to the Guest at the forwarding address provided by the Guest; or in the absence of any address after making reasonable efforts to contact the Guest that they consider the items to be abandoned and the Guest has failed to collect them.
- 28.9. Where small items are left and they can be easily moved and stored the Hotelier may elect to remove them from the Hotel Suite and store them for a maximum of one month. The Guest will be liable to pay damages in respect of all reasonable removal and storage charges. However, such charges will only be incurred where the Hotelier or the Hotelier's Agent has given the Guest written notice that he considers that items have not been cleared and the Guest has failed to collect the Hotel Suite promptly thereafter.

INVENTORY AND CHECK OUT

- 29.1. At the conclusion of the Licence, the Hotelier or the Hotelier's Agent shall arrange for the items contained in the Inventory

and Schedule of Condition to be checked. The Guest shall allow such checks to take place following receipt of notice from the Hotelier or the Hotelier's Agent.

- 29.2. The Guest shall allow the items contained in the Inventory and Schedule of Condition to be checked at the conclusion of the Licence, such checks to take place following receipt of reasonable notice from the Hotelier or the Hotelier's Agent.

INTERRUPTIONS TO THE LICENCE

- 30.1. To agree that the Room Rate shall cease to be payable, if the Hotel Suite is destroyed or made uninhabitable by fire, or any other risk against which the Hotelier's Policy has insured, until the Hotel Suite are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) or the damage needs to be made good because of anything done or not done by the Guest, his family, or his visitors; or the insurer pays the costs of re-housing the Guest. To avoid doubt between the parties the Hotelier has no obligation to re-house the Guest.
- 30.2. If the Hotel Suite are not made habitable within one month, unless the Guest is in breach of clause 29.1 above, either party may terminate this Licence with immediate effect, by giving written notice to the other party.
- 30.3. On service of a notice to terminate following failure to reinstate within the period specified in 29.2 above, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Hotelier or the Guest and all money received in respect of the insurance effected by the Hotelier under this Licence is to belong to the Hotelier absolutely.

GENERAL DATA PROTECTION REGULATION (GDPR UK)

- 31.1. Information supplied by the Hotelier and the Guest will be held in accordance with the General Data Protection Regulation (UK) (GDPR UK) and the Data Protection Act 2018 (as amended) including any relevant UK national information rights legislation as may be implemented, amended or updated from time to time ("Data Protection Laws"). This information may be used or shared with utility providers, utility notifiers, local authorities, credit reference providers and contractors to provide services to you and your rental property under contract, and for the lawful collection of tax. We may use your personal information for debt tracing & collection, credit, insurance and rental decisions. We will comply with the law if we receive any formal disclosure requests. Disclosure requests are considered with regard to the exemptions provided by The Data Protection Act 2018 and with advice from a qualified data protection professional, if appropriate. The Hotelier's Agent may in certain circumstances, record special categories of data, as defined in the GDPR UK and the Data Protection Act 2018. Any party is entitled to ask for a copy of any information held, details of all your rights as a data subject are set out in our Privacy Policy. Information may be amended, upon request, if it is found to be incorrect.
- 31.2. Information supplied by the Hotelier or the Guest to the Hotelier's Agent will be processed in accordance with the law and details of our processing is set out in our Privacy Policy, which can be read on our website. We regularly review and update our Privacy Policy to keep our customers fully informed. If you have any questions or queries regarding our compliance with UK data protection legislation, please contact our Data Protection Officer by email at dataprotection@lrg.co.uk.
- 31.3. Personal data may be held outside the EEA in accordance with the UK GDPR and Data Protection Act 2018. Whilst our data centres are based in the UK and EEA, backup data may be stored outside the EEA in accordance with UK GDPR using standard contractual clauses.
- 31.4. If you have consented to receive any marketing offers, newsletters, market information or promotional emails, please see our Direct Marketing Policy on our website which sets out how we comply with the law including The Privacy and Electronic Communications Regulations 2003 (as amended). If you have any concerns, please contact our Data Protection Officer at dataprotection@lrg.co.uk.

NOTICES

- 32.1. The Hotelier has notified the Guest (in accordance with sections 47 and 48 of the Hotelier and Guest Act 1987) that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Hotelier is: «D0000_11481_0#_Office_Company_Na» «D71_3_0#Office_Address_Line_1» «D71_5_0#Office_Address_Line_3» «D71_6_0#Office_Address_Line_4» «D71_8_0#Office_Postcode».
- 32.2. Any notice to the Hotelier sent under or in connection with this Licence shall be deemed to have been properly served if:
- 32.2.1. sent by first class post to the Hotelier's agent's address given in this Licence or subsequently varied in writing or
- 32.2.2. left at the Hotelier's agent's address given in this Licence or subsequently varied in writing or
- 32.2.3. sent to the Hotelier's Agent's email address stated in this Licence or otherwise provided to the Guest by the Hotelier or the Hotelier's Agent.

- 32.3. Any notice sent to the Guest under or in connection with this Licence shall be deemed to have been properly served if:
- 32.3.1. sent by first class post to the Hotel;
 - 32.3.2. left at the Hotel – the same being it is agreed placed in the post rack either in the common areas of the Hotel or (if any) outside the Hotel Suite.; or
 - 32.3.3. sent to the Guest's email address stated in this Licence either by email or by DocuSign or a similar electronic document platform or otherwise provided to the Hotelier or the Hotelier's Agent.
- 32.4. If notice is given in accordance with this clause it shall be deemed to have been received:
- 32.4.1. if delivered by hand, at the time the notice is left at the Hotel Suite address;
 - 32.4.2. if sent by first class post, on the second Working Day after posting;
 - 32.4.3. if sent by fax, at 9.00 am on the next Working Day after successful transmission; or
 - 32.4.4. if sent by email, at 9.00 am on the next Working Day after sending provided that such is sent to the recipients correct and current email address and there is within 12 hours no rejection of such email or "bounce back" has been received.

ROOM RATE INCREASE

- 33.1. The Hotelier can increase the Room Rate at any time upon not less than 28 days written notice.

ACCEPTANCE OF ROOM RATE

- 34.1 Acceptance of Room Rate by the Hotelier or the Hotelier's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Hotelier in respect of any breach of the Guest's Licence of stipulations contained in this Licence; and any Room Rate paid by any third party will be accepted from that person as the Agent of the Guest and will not confer on the third party any rights as the Guest.

SPECIALY NEGOTIATED CLAUSES

JOINT GUESTS/SHARERS

- 35.1 The Guests agree and understand that in entering into this Licence they commit themselves (and their guarantors – if applicable) to pay the Room Rate and abide by the terms set out in the Licence for the whole of the length of the Term of the Licence and potentially any continuation and that if they wish to leave early there is no obligation upon the Hotelier to release them.
- The Guests who are taking this Licence jointly as sharers further understand that if at any time before the end of the Licence they decide that they want to leave the Hotel Suite they will still remain liable until and unless the Hotelier or the Hotelier's Agent has agreed the terms of a new Licence with the remaining Guests.
- In the event that, at the end of the Licence Term, the Guests cannot agree as to whether to renew (with the Hotelier's agreement) or vacate the Hotel Suite, all of the Guests accept that they will, jointly as sharers, remain liable for all obligations and responsibilities under the terms of the Licence until and unless the Hotelier or the Hotelier's Agent has agreed the terms of any new Licence or the Hotelier is granted vacant possession.

- 36.1. «D0000_10504_0#Special_Clauses»

DRAFT EXAMPLE

IMPORTANT NOTE - SIGNATURES TO THE LICENCE

DO NOT SIGN THIS LICENCE IF YOU DO NOT WANT TO BE BOUND BY IT

HOTELIER(s)

«D0000_10500_0#ALL_HOTELIER_FULL_NAMES»

Signature (Hotelier 1)	
Print Name	

Signature (Hotelier 2)	
Print Name	

GUEST(S)

«D6_62_0#ALL_GUEST_FULLNAMES»

Signature (Guest 1)	
Print Name	

Signature (Guest 2)	
Print Name	

Signature (Guest 3)	
Print Name	

Signature (Guest 4)	
Print Name	

Signature (Guest 5)	
Print Name	

Signature (Guest 6)	
Print Name	

IMPORTANT NOTE - SIGNATURES TO THE LICENCE

DO NOT SIGN THIS LICENCE IF YOU DO NOT WANT TO BE BOUND BY IT

GUARANTOR
(if applicable)

«D0000_10529_0#GUARANTOR1_FULL_NAME»

Signature	
Print Name	

DRAFT EXAMPLE