

## **LICENSEE AGREEMENT (BETWEEN OWNER AND LICENSEE)**

### **[INSERT COMPANY/PROPERTY NAME] BOOKING CONDITIONS**

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with [INSERT COMPANY/PROPERTY OWNER NAME], a company registered in England and Wales with company number XXXXXXX/ a sole trader and registered office address of [INSERT OFFICE ADDRESS] ("we", "us", "our",). References to 'the Agent' mean Mike Burton Travel Limited trading as The Open Experiences of 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU, who acts as an intermediary in the booking process. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. [he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);]
3. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

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#### **1. Licence Period**

The Property is licensed to the Licensee for the following period:

**Start Date:** [Insert start date]

**End Date:** [Insert end date]

No right to occupy the Property is granted outside these dates unless expressly agreed in writing by the Owner or Agent.

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#### **2. Nature of Agreement**

This agreement is a licence to occupy and does not create a tenancy or confer exclusive possession. The Licensee is granted a personal, revocable right to occupy the property for the agreed period for holiday purposes only. The Owner retains control and the right to enter the property at reasonable times to provide services, inspect, or for any other reasonable purpose.

This licence does not grant the Licensee any security of tenure or statutory protection under the Housing Act 1988 or similar legislation.

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#### **3. Booking & Paying For Your Property**

A property booking is made with us when you pay the Agent a deposit (or full payment if you are booking within 60 days of arrival) and we issue the agent a booking confirmation, who then issues the booking confirmation to you. The Agent reserves the right to return your deposit and decline to issue a booking confirmation at its absolute discretion. A binding contract will come into existence between you and us as soon as you have been issued with a booking confirmation that will confirm the details of your booking, whether by ourselves or an Agent.

**Minimum Stay Requirement:** All bookings are subject to a minimum stay of 10 nights/11 days. Should you request a booking for less than 11 days, you will be charged the full amount for an 11-day stay, and no partial refunds or adjustments will be made for early departure or late arrival.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise the agent or us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document.

The balance of the cost of your property booking is due not less than 60 days prior to your arrival. If the Agent does not receive this balance in full and on time, we reserve the right to treat your property booking as cancelled by you in which case the cancellation charges will become payable.

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#### **4. Prices & Accuracy**

We endeavour to ensure that all the information, translations and prices in any advertising material that we or our agents publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct and/or amend prices and other details at any time. You must check the current price and all other details relating to the property that you wish to book before you make your booking.

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#### **5. Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges and medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

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#### **6. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, this means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include death or severe illness of legal home owner and/or home occupants, warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, global epidemics or pandemics or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of

any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, traffic congestion/restrictions and all similar events out of our or the supplier(s)' control.

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## 7. Your Behaviour

All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any property representative or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other guests or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your property immediately. We will have no further obligations to you and/or your party. No refunds for lost property/accommodation will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to us or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your property booking or with us.

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## 8. Damage Assessment and Additional Fees

If there is any damage to the property during your stay, reasonable extra charges will apply. We will calculate the amount of any extra charges you have accrued and, acting reasonably, will offset this sum against the Security Deposit to cover any damage caused by you or your party. We will provide you with a fully itemised statement of any such charges no later than 7 days after the end of your stay.

If you dispute the accuracy of the itemised statement, this should be resolved directly between you and us. The Agent, upon receipt of a countersigned copy of the statement from you, will send the amount specified in the statement to us. If the charges exceed the value of the Security Deposit, you must pay the additional amount directly to us. If the charges are less than the Security Deposit, the Agent will return the remaining balance to you.

If the itemised statement cannot be agreed within 28 days of the end of your stay, the Agent has the discretionary right to take steps that the Agent deems reasonable.

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## 9. Conditions of Suppliers

Some elements which make up your property booking may be provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you.

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## 10. Cutting Your Property Booking Short

If you are forced to return home early, we cannot refund the cost of any property you have not used. If you cut short your property booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your property stay not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

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## 11. Special Requests

Any special requests must be advised to us (or the agent) at the time of booking (e.g. location, a particular facility etc.). You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your booking confirmation or any other documentation or that it has been passed on to us is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

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## 12. Disabilities and Medical Problems

We are not a specialist disabled property provider company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your property booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen property. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your property booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

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## 13. Health and Safety Standards

The Property has been assessed to meet UK health and safety standards, including electrical safety. Where applicable, Residual Current Devices (RCDs) are installed to protect against electrical faults. Guests are advised to report any issues immediately. The Agent and Owner shall not be liable for any incidents arising from misuse or tampering with electrical systems.

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## 14. If You Change or Cancel Your Property Booking

### Changes:

If, after confirmation, you wish to change your booking in any way you must inform us or our Agent in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

Where we can meet a request, all changes will be subject to payment of a per person amendment fee per change (to be notified at the time), as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

### Cancellations:

If you, or any member of your party, decides to cancel your booking you must notify us (or our Agent) in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person booking price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your property booking, you will have to pay the cancellation charges as follows:

Period before departure date within which written notification is received at our offices	Cancellation Charge

**Important Note: Certain property(ies) may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the property booking in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This clause 14 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### 15. If We Change or Cancel Your Property Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced due to Events Beyond Our Control (please see clause 6) to change or terminate all or some of your property booking after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

### 16. The Agent's Responsibilities for your Single Service Booking

- (1) Subject to the remainder of this clause, the Agent has a duty to select the suppliers of the services making up your booking with it with reasonable skill and care. The Agent has no liability to you for the actual provision of the services, except in cases where it is proved that it has breached that duty and damage to you has been caused. Therefore, providing the Agent has selected the suppliers/subcontractors with reasonable skill and care, it will have

no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

- (2) The Agent will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) The Agent limits the amount of compensation we may have to pay you if it is found liable under this clause:

#### **(a) loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount the Agent will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

#### **(b) Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount the Agent will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

- (4) It is a condition of the Agent's acceptance of liability under this clause that you notify any claim to it and it's supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to the Agent or it's insurers any rights they may have to pursue any third party and must provide the Agent and it's insurers with all assistance we may reasonably require.
- (6) Please note, the Agent cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to the Agent by you concerning your booking prior to it accepting it, the Agent could not have foreseen you would suffer or incur if it breached our contract with you; or (b) relate to any business.
- (7) The Agent will not accept responsibility for services or facilities which do not form part of its agreement or where it is not advertised in its brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

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## 17. Complaints

We make every effort to ensure that your property booking run smoothly but if you do have a problem during your stay, please inform us, our Agent, or the relevant supplier immediately who will endeavour to put things right.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 14 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect our and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

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## 18. Entry Passport, Visa and Immigration Requirements & Health Formalities

The Agent can provide some general information entry, passport, visa, health and immigration requirements health formalities for your trip as a courtesy. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions and/or fulfil such requirements and check any information regarding your destination or country(ies) through which you are travelling. Please note that these requirements may change between booking and departure.

Such information which you may need to check includes (but is not limited) passport requirements including (but not limited to) how valid your passport must be after return date or whether your passport must be machine readable.

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such body would be relevant to yourself.

- the Foreign, Commonwealth and Development Office ("FCDO", <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>);
- Embassies, High Commission and/or Consulates;
- Non-UK residents should refer to their own country's Government travel advice pages;
- Own doctor;
- Own travel insurers.

We do not accept any responsibility if you cannot travel because you have not complied with any entry, passport, visa, health and immigration requirements and/or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

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## 19. Law and Jurisdiction

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

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### Signed by the Owner:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Signed by the Licensee:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

A copy of this signed agreement will be provided to the Agent for reference.

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## 20. Appendix 1 – House Rules

i. No Parties / No Unregistered Guests

The Licensee shall not hold parties or gatherings at the Property. Only those persons whose details have been provided to the Agent or Owner in advance are permitted to reside at or stay overnight in the Property.

ii. No Smoking or Vaping Inside

Smoking and vaping are strictly prohibited inside the Property at all times. Any breach of this clause may result in immediate termination of the license and/or deduction from the security deposit for cleaning or remediation.

iii. Owner Access During License

The Owner (or their agent/contractor) may enter the Property during the license for the purposes of cleaning, maintenance, inspections, or other agreed tasks (including but not limited to feeding pets or pool maintenance), provided that at least 24 hours' written notice is given to the Licensee and the Licensee's consent is obtained, except in cases of emergency.

iv. Rubbish Separation and Recycling

The Licensee is required to separate and dispose of rubbish in accordance with local regulations, including the Separation of Waste (England) Regulations 2025. Dry recyclables, food waste, and residual waste must be placed in the appropriate bins as detailed in the Welcome Pack (from the Owner). Failure to comply may result in deductions from the security deposit or other penalties as provided by law.

v. Owner Access During License

The Owner (or their agent/contractor) may enter the Property at any reasonable time during the licence period for the purposes of cleaning, maintenance, inspections, or to provide services, upon giving reasonable notice to the Licensee. The Licensee acknowledges that this licence does not confer exclusive possession and the Owner retains the right to enter the property as required. In cases of emergency, the Owner may enter the Property without notice or consent, but only to the extent necessary to address the emergency.

- At least 24 hours' written notice must be provided to the Licensee prior to any non-emergency access.
- The Licensee's express consent must be obtained for each instance of access, even if this agreement otherwise permits entry.
- The reasons for access and the anticipated frequency are specified for transparency, but the Licensee acknowledges that the Owner retains the right of entry and that this agreement does not grant exclusive possession or a right to quiet enjoyment as would be the case with a tenancy.

In cases of emergency, the Owner or Agent may enter the Property without notice or consent, but only to the extent necessary to address the emergency.