

THE OPEN EXPERIENCES

OWNER AGENCY AGREEMENT

VERSION: NOVEMBER 2025

Owner (full name):

Owner's address/registered office:

Owners representative:

Agent: **Mike Burton Travel Limited t/a The Open Experiences of 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU. Company Number 02616655.**

Each a Party, and together "the Parties".

INTRODUCTION & APPOINTMENT OF AGENCY

This document sets out the terms and conditions ("**Terms**") upon which The Open Experiences ("**Agent**") will act as a booking agent on behalf of the Owner ("**Owner**") for letting its dwelling house, flat, maisonette or other dwelling, including any garden or land which is for the exclusive use of the Licensee ("**Licensee**") but excluding any common areas (the "**Property**") during the period of The Open Championship ("**the Services**"). The Licensee is an individual or group who rents and occupies the Property owned by Owner holding the right to exclusive possession under the License Agreement (defined below). The Owner must sign and return these Terms before Agent commences any marketing of the Property.

For avoidance of doubt, Owner appoints the Agent to be its non-exclusive retail agent to sell and market the Services to Licensees. The Agent accepts its appointment and agrees to promote and sell the Services and perform the other obligations, as set out in this Agreement.

SECTION 1 – KEY INFORMATION

PROPERTY LISTING FEE

- (1) The Owner acknowledges that a non-refundable registration fee of £50 plus VAT is payable to the Agent in order to view and/or list the Property for marketing. This fee is only invoiced when a viewing slot is offered and accepted and is separate from any commission or other fees set out in this Agreement.

PROPERTY REGISTRATION

- (2) The Owner, as required, must register the Property with their local council, Tourist Board or relevant body. The Owner must, as soon as possible, provide to Agent a copy of its proof of registration or proof that it has satisfied the relevant authorities requirements. If there is no local requirement to register then the Owner must provide to Agent proof of ownership of the Property.

LICENSEE AGREEMENT

- (3) The Owner and the Licensee shall execute a legally binding Licensee Agreement, which will provide all legal terms relevant to the licensee, including the specific dates of the rental period. All bookings are subject to a minimum stay of 10 nights/11 days. The Owner agrees that where direction is not given in the Licensee Agreement, the terms set out in the Open Experiences Licensee Agency Terms & Conditions (that govern the contract between Open Experiences and Licensees) will apply to matters such as cancellation rights. A copy of the Licensee Agency Terms & Conditions is attached to this Agreement.

LICENSEE IDENTITY

- (4) Agent shall verify the identity of the proposed Licensee before the commencement of the license and will secure the Owner's prior approval. However, the Agent is not required to obtain references or additional information about the Licensee or other guests staying at the Property, unless arranged in advance with the Owner and subject to an additional fee.

SECTION 2 – RENTAL FEE & SECURITY DEPOSIT

RENTAL FEE

- (1) Agent and the Owner will establish, in advance, the price payable to the Owner by the Licensee for the license (the **"Rental Fee"**). Agent shall act as agent on the Owner's behalf to collect the Rental Fee from the Licensee, along with the required security deposit. The security deposit is a sum equal to 25% of the total Rental Fee (the **"Security Deposit"**).
- (2) The Licensee must pay upon booking, a booking deposit of 25% of the Rental Fee. The remaining balance of the Rental Fee along with the Security Deposit must be paid no later than 60 days before the start of the Services (or at the time of booking, where the booking is made less than 60 days before the start of the Services).
- (3) Agent shall not market the Property unless the:
 - a) Owner has signed and complied with these Terms; and
 - b) Owner has provided a valid Gas Safety Certificate, valid Electrical Installation Condition Report (EICR), and Residual Current Devices (RCDs) are installed and operational on all circuits where required under BS 7671 standards to the Agent; and
 - c) Owner has provided evidence of compliance with fire safety laws; and
 - d) Owner has provided evidence of sanitation standards; and
 - e) Owner has provided a clear emergency plan including evacuation procedures and emergency contact information; and
 - f) Owner has provided evidence of appropriate liability insurance that covers the Property and Licensee(s); and
 - g) Licensee has paid the Rental Fee and Security Deposit to Agent in full; and
 - h) Owner has agreed an executed License Agreement with a Licensee and provided a copy to the Agent.

For a list of further items to consider please see *Appendix 1 - Suggested Further Actions to Consider*.

- (4) Upon signature of these Terms the Owner accepts the above requirements.
- (5) Agent shall pay the Rental Fee to the Owner as follows:
 - a) 25% (less Agent fees of 15% plus VAT of the Rental Fee) to be paid no later than 30 days prior to the start of the Services; and
 - b) 75% (less any sums that Agent has used to make emergency repairs, as described in Section 6 at clause (6) to be paid no later than 28 days after the Services unless the Licensee has made a claim against the Owner for inadequate services.
- (6) For the avoidance of doubt, the Rental Fee includes electricity, water, gas or oil, telephone rental and broadband, local tax and insurance of the Property. However, the Licensee will be responsible for the cost of any calls and internet/media downloads that exceed £10.00. Where car charging points are available at the Property, the cost of electricity for car charging will be billed separately and is payable by the Licensee, in addition to the Rental Fee, after the rental period.

SECURITY DEPOSIT

- (7) The Security Deposit shall be retained by Agent on the Owner's behalf. Agent shall return the Security Deposit to the Licensee, less any amounts that are required in order to repair any damage or loss

caused by the Licensee and to cover any excluded items, as described in clause 5, in accordance with the terms of the License Agreement within 28 days of the end of the License. Agent shall not be liable for any damage, losses or costs caused by or due from the Licensee.

- (8) If the Licensee fails to pay all fees on the due date then, on behalf of the Owner, Agent shall be entitled to cancel the booking and retain the 25% booking deposit paid by the Licensee. Agent will pay the booking deposit to the Owner, less Agent' fees, being 50 % of the booking deposit plus VAT.

SECTION 3 – CANCELLATION, TERMINATION AND EXTRA CHARGES

CANCELLATION OF THE SERVICES

- (1) The Licensee may cancel the License more than 60 days before the Services, but will therefore sacrifice the booking deposit of 25%, in which case Agent shall pay the booking deposit to the Owner, less Agent' administrative fees (being 50% of the booking deposit) plus VAT. If the Licensee cancels less than 60 days before the Services, they must still pay the Rental Fees in full (which will be paid to the Owner as set out in these Terms) unless Agent is able to find a new licensee for the Property.
- (2) In the event of non-payment or failure to cancel by the Licensee, the Agent shall notify the Owner in writing and provide all relevant information held regarding the Licensee (in compliance with the Agent's data protection obligations) to facilitate any collection or enforcement action by the Owner. The Owner shall be solely responsible for pursuing any outstanding sums directly from the Licensee, including any legal or debt recovery proceedings. The Agent shall have no involvement or liability in such actions.
- (3) Where the Agent is required to find a replacement Licensee following cancellation or non-payment by the original Licensee, the Security Deposit shall be retained, and a new Security Deposit shall be paid by the replacement Licensee in respect of the new booking.
- (4) Any fees retained by the Agent in respect of the original booking shall not be refunded or credited against any subsequent booking for the same Property.
- (5) The Property's availability is guaranteed by the Owner for the duration of the License. The Owner hereby indemnifies Agent in respect of any claim against Agent arising as a result of the Owner's failure to do so. Cancellation of the License by the Owner is allowed where it is prevented from performing its obligations under the License Agreement due to events beyond its control (including without limitation fire, storm or war). Where cancellation occurs in accordance with this term, it shall refund any and all fees paid by the Licensee. Agent shall be indemnified in respect of any claim against it in relation to such cancellation.

TERMINATION OF THIS AGREEMENT

- (6) These Terms may be terminated with immediate effect, in whole or in part, by either party in the following events:
 - a) in the event of a material breach of this Agreement by the other party that is not capable of remedy provided the non-breaching party has given written notice of the breach; and
 - b) in the event of a material breach of this Agreement by the other party, if the material breach is not remedied to the non-breaching party's reasonable satisfaction within the time period specified in the non-breaching party's written notice of such breach.
- (7) Agent shall not be in breach of these Terms nor liable to the Owner for any loss, additional costs or expenses connected with our delay and or inability to fulfil our obligations under these Terms by reason of any force majeure event, including but not limited to fire, earthquake, flood, bad weather, explosion, strikes, volcanic activity, riots, act of terrorism, civil disturbance, war, government moratoriums or sanctions, acts of God, any failure or delay of any transportation, power or communications system, pandemic/epidemic or The Open is cancelled or postponed, or any similar events which are beyond Agent's reasonable control.

EXTRA CHARGES AND DAMAGES

- (8) If there is any damage to the Property then, within reason, extra charges will apply. The Owner shall calculate what extra charges the Licensee has accrued, and the Owner will, acting reasonably, offset this sum against the Security Deposit to cover any damage caused by the Licensee. The Owner will provide to the Licensee a fully itemised statement no later than 7 days after the end of the License. Should there be a dispute regarding the accuracy of the itemised statement, this shall be resolved

directly between the Owner and Licensee. Agent, upon receipt of a countersigned copy of the statement from the Licensee, shall send the amount specified in the statement to the Owner and return the remainder to the Licensee. Agent shall not be liable to pay to the Owner any sums due from the Licensee. If the itemised statement cannot be agreed within 28 days of the end of the license, then Agent has a discretionary right to take steps that Agent deems reasonable.

- (9) For the avoidance of doubt, any claims for damages or extra charges shall be addressed through the Security Deposit process as set out in Section 2, and not by withholding any portion of the Rental Fee.
- (10) Agent shall not under any circumstances be liable for the actions of or for any loss or damage caused by the Licensee or by any guests staying at the Property during the License.

SECTION 4 – OWNER AND PROPERTY REQUIREMENTS

- (1) The Agent recommends that the Owner prepares an inventory before the start of the License and places this in a prominent location for the Licensee to review on his/her arrival, in order to verify any loss or damages that may be claimed through retention of the Security Deposit.
- (2) The Owner shall ensure that prior to the start of the License:
 - a) that the Property is impeccably clean and tidy, in accordance with the Rental Procedure document (provided by Agent). During the License, the Licensee will not be expected to carry out any cleaning during the License unless otherwise agreed.
 - b) It has provided to Agent a copy of the relevant notice to its buildings and contents insurer of the License in writing; and
 - c) It has provided to Agent emergency contact details for the Owner along with the location of the spare keys to the Property.
- (3) The Rental Fee is based on the Licensee renting and permitted use of Property in its entirety, regardless occupancy numbers and whether the space is used.
- (4) The Owner shall be fully responsible for the condition of the Property together with the maintenance and proper functioning of all items of equipment, furniture etc., on the Property during the License. If the Licensee has any complaints or claims relating to the License and the standard of any amenities provided at the Property this will be the responsibility of the Owner.
- (5) The Owner agrees to:
 - a) Ensure that all stairs, floors, and surfaces are maintained in good repair and free from trip hazards.
 - b) Install restrictors or safety rails on any low-level windows (below 800mm from floor level), unless such windows are designated fire escape routes, in which case they must be operable and unobstructed.
 - c) Provide adequate lighting in stairwells and communal areas and ensure that handrails are securely fitted where required.
 - d) Conduct a visual safety inspection prior to each rental period and address any identified risks.
 - e) Indemnify the Agent against any claims arising from failure to comply with the above safety obligations.
- (6) If the Property's cleanliness is not at the expected standard by the Licensee, and Agent agrees, Agent will notify and discuss with the Owner and has the right to appoint a professional cleaning company to ensure the required level is achieved. The Owner will be required to pay the cost of this.
- (7) During the License, if emergency repairs or replacements are required at the Property and the Owner is not contactable, Agent may (but is not obliged to) arrange for the repairs or replacements to be made. If the emergency repairs or replacements are required as a result of damage caused by the Licensee or their guests, the Agent shall retain the costs of these repairs or replacements from the Security Deposit in accordance with the terms of the License Agreement. If the repairs or replacements are required due to reasons not attributable to the Licensee (including, but not limited to, fair wear and tear or unforeseen property issues), the Agent shall retain the costs of such repairs or replacements from any sums held by the Agent on behalf of the Owner, including the 40% balance of the Rental Fee due to the Owner under Section 2 5(b). The Owner shall indemnify the Agent for any costs of such repairs or replacements which are in excess of the amount of money held by the Agent on the Owner's behalf at the relevant time.
- (8) Agent will endeavour to contact the Owner and may ask the Owner to attend the Property as soon as possible should there be a situation that needs urgent attention. If the Owner is uncontactable or is unable to attend the Property, then Agent personnel will attend the Property and reserves the right to charge a call out fee of £50 plus VAT (for visits of up to one hour) plus £25 plus VAT for each additional hour.
- (9) If Agent or the Licensee finds the Property to be uninhabitable for reasons not caused by Agent or the Licensee (e.g. infestation, unclean, leaks and similar) Agent has the right to move the Licensee to alternative accommodation at the Owner's expense.
- (10) The Owner shall ensure that it has and maintains comprehensive buildings and contents and public liability to a value of £2,000,000 for the duration of the License and provides a copy of the relevant policies to Agent upon request.
- (11) The Owner shall ensure that they have obtained appropriate insurance cover for short-term letting of the Property, including public liability and damage caused by guests. The Owner agrees to provide a copy of the insurance policy or written confirmation from their insurer that such cover is in place and valid for the duration of the listing.
- (12) The Owner shall ensure that they have obtained all necessary consents from any mortgage lender and, where applicable, the freeholder or managing agent, to permit short-term letting of the Property. The Owner agrees to indemnify the Agent against any claims or liabilities arising from failure to obtain such consents.
- (13) Prior to the commencement of any marketing activities, the Owner shall provide to the Agent all information pertaining to the Property required for inclusion in the relevant marketing materials, together with copies of all documentation specified in the Rental Procedure document. The Owner agrees to provide such information and warrants that all such information provided to Agent will be accurate and will notify Agent promptly of any changes to it. Agent will not be liable for any claim from the Licensee arising as a result of any inaccurate information relating to the Property which has been provided by the Owner.
- (14) The Owner is responsible for providing suitable marketing material, including high-quality images of the Property, for use by the Agent on its website and in other marketing channels to display the Property to prospective Licensees. The Owner warrants that all such materials provided are accurate, up-to-date, and do not infringe any third-party rights.

SECTION 5 – LIABILITY

- (1) The Owner acknowledges that the License Agreement constitutes the written terms between the Owner and the Licensee. The Agent's role is strictly limited to acting as a booking agent for the Owner, facilitating the booking process and related services as set out in the Terms. The Agent accepts no responsibility for the accuracy of information provided by the Owner or for any representations made by the Owner to the Licensee.
- (2) Accordingly, the Agent disclaims any liability (whether direct or indirect, in contract, tort (including negligence, statute, or otherwise) for any breach by the Owner of the terms of the License Agreement or for any act or omission of the Licensee. Should the Agent breach its obligations under the Terms, the Agent's liability to the Owner shall be limited to: (a) losses that were reasonably foreseeable by both parties at the time this Agreement was entered into; or (b) the amount of commission earned by the Agent in respect of the relevant booking, whichever is lower. In no event shall the Agent be liable for any indirect or consequential losses, including but not limited to business losses or loss of profits.
- (3) The Agent's obligations are strictly limited to those set out in this Agreement. The Owner accepts all risks and costs associated with Licensee default, including but not limited to legal fees, court costs, and debt recovery expenses.
- (4) Nothing in these Terms shall be deemed to limit or exclude either Party's liability for death, personal injury, fraud, fraudulent misrepresentation, or for any other liability that may not be limited or excluded by law.

SECTION 6 - LEGAL

- (1) The Owner confirms that they are the legal owner of the Property or have obtained express written consent from the legal owner to offer the property for short-term rental. The Owner agrees to provide proof of ownership upon request. The Agent reserves the right to suspend listings where ownership cannot be verified
- (2) The Owner shall ensure that the Property complies with all relevant laws, regulations and standards (including, without limitation, those relating to electricity, gas installations and furnishings) and that the appropriate regulatory measures are complied with in relation to the provision of fire extinguishers, smoke alarms and carbon monoxide alarms. The Owner should contact Agent without delay if it requires any further clarification on these requirements in relation to the License.
- (3) The Owner further confirms that the Property complies with all applicable fire safety regulations, including the Regulatory Reform (Fire Safety) Order 2005. Where the Property qualifies as a House in Multiple Occupation (HMO), the Owner agrees to ensure that all appropriate fire safety measures are in place, including but not limited to smoke and heat detectors, fire blankets, and safe escape routes. The Owner agrees to provide documentation of a fire risk assessment upon request by the Agent.
- (4) For the avoidance of doubt, the arrangements set out above do not constitute any obligation on the part of Agent to source a Licensee for the period of the Services at the Property.
- (5) If there is any disagreement between the Owner and the Licensee regarding the cause of any damage to the Property, then we will use our best efforts to assist you in reaching an agreement. In the case that an agreement is not achievable, we recommend seeking independent legal advice (if required) to resolve the disagreement directly with the Licensee.
- (6) The Owner confirms his legal entitlement to enter into this agreement and to grant a License at the Property.
- (7) The Owner is solely responsible for declaring all income received under this Agreement to HM Revenue & Customs (or any other relevant tax authority) and for making all necessary tax arrangements in respect of such income. The Agent shall have no liability or responsibility for the

Owner's tax affairs or for providing tax advice. The Agent will pass on the Owner's details to the relevant authorities if required to do so by law.

- (8) No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- (9) There will be no variation to this Agreement without agreement between the Parties and no Assignment of rights of obligations to another party without written consent.
- (10) Confidentiality - Save for the fact that the Agent is the appointed agent of the Owner for the purposes set out in this Agreement, neither party shall disclose or permit the disclosure of the terms of this Agreement to any third party without the written consent of the other unless required to do so by law or for the purposes of meeting the requirements of any regulatory body or for accountancy or tax purposes or for the purposes of seeking legal advice.
- (11) Details of a Licensee having been provided to an Owner, for a period of two (2) years from the date of such details having been provided the Owner will not, without the written agreement of the Agent, attempt to contact, solicit or engage in any direct business with a Licensee and similarly will not attempt to either directly or indirectly circumvent, preclude or bypass the Agent in any dealings with a Licensee.
- (12) The Parties agree to comply with any and all data protection legislation such as the UK Data Protection Act 2018 and GDPR.
- (13) These Terms are governed by the Law of England and the jurisdiction of the English Courts. The license agreement shall take precedence over these Terms should any of these terms conflict with the information in the license agreement.

SECTION 7 – CONTACT

OUR COMPANY

Your Agreement is with Mike Burton Travel Limited trading as The Open Experiences of 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU. Our Company Number is 02616655.

OUR EMAIL ADDRESS

Property@TheOpenExperiences.com

OUR PHONE NUMBER

0344 788 4001

OUR WEBSITE

<https://property.theopenexperiences.com>

I have read and agree to these Owner's Agency Agreement

Name: _____

Date: _____

Property reference number: _____

Property address: _____

Legal Owner's Signature (per Property deeds): _____

APPENDIX 1 - SUGGESTED FURTHER ACTIONS TO CONSIDER

- (1) The Owner should ensure pets including fish are removed from the Property and any associated pet toys, food or other items should be properly tidied and stored giving the licensee as much space as possible.
- (2) If the Property has a wood burner, open fire, chimney or similar, ensure these are properly maintained and cleaned i.e. flue is regularly checked and cleaned etc. If agreed in the license agreement, then directions for use should be left in the Property and further instructions should be given as to whether or not any wood/fuel left at the Property is available for licensee use. Consider whether a carbon monoxide detector in the Property is appropriate and any other actions that ensure fire safety.
- (3) For the avoidance of doubt, it should be made clear that the licensee will not be responsible for any upkeep of the Property i.e. cleaning or mowing of any lawns.
- (4) The Owner should ensure that they make clear in the license agreement or by other written means whether or not they can provide cots, baby chairs, changing mats, child toys, or similar items. The Owner is advised that such items should not be provided or left at the Property for Licensee use

APPENDIX 2 – THE OPEN EXPERIENCES LICENSEE AGENCY TERMS & CONDITIONS

Attached.