LICENCE AGREEMENT – 157th OPEN
BETWEEN OWNER AND LICENSEE
(For properties with reference HO)

BOOKING CONDITIONS

PROPERTY DETAILS

Property Reference:	**HO**	
Property:		
Property Address:		
What3Words locator:		
Digital Property Listing:		
Rental Fee:		
Licence Period:	**Start Date:**	
	End Date:	
Booking Deposit:		

Payment Terms:

Licence Agreement Date	*Payment (% of full booking value)*	*Due Date*
211 days or more from the start of the Licence Period	50% Booking Deposit	On receipt of an invoice after submitting your booking request
	25% of Rental Fee	210 days prior to the start of the Licence Period
	Remaining 25% balance of Rental Fee + 25% Security Deposit	120 days prior to the start of the Licence Period
210 to 121 from the start of the Licence Period	50% Booking Deposit + 25% of Rental Fee	On receipt of an invoice after submitting your booking request
	Remaining 25% balance of Rental Fee + 25% Security Deposit	120 days prior to the start of the Licence Period
120 days or less from the Licence Period	100% of the Rental Fee	On receipt of an invoice after submitting your booking request
	25% Security Deposit	

Minimum Stay Requirement	10 nights/11 days.
Itemised Statement Date:	7 days after the End Date.

Cancellation Terms:

Days before the Licence Period	*91 or more*	*90 or less*
Cancellation charge as a percentage of total booking cost	50% deposit*	100% (unless a new licensee is found)

Regulations:	The Civic Government (Scotland) Act 1982 (Licensing of Short-term Lets) Order 2022 and any applicable Scottish short-term letting legislation, regulations or licensing requirements as amended or replaced from time to time.
Additional Information:	N/A

OWNER INFORMATION

OPTION A – BUSINESS OWNER

Where the Owner is a company or other business entity, it should complete this section.

Company Name:		**"Business Owner"**
Registered Office:		
Company Registered Number:		
Incorporated:	**Scotland**	

OPTION B- NON-BUSINESS OWNER

Where the Owner is an individual, they should complete this section. Each individual Owner should complete their name and address. If there is only one individual Owner, complete Owner (1) only.

Owner Name (1):		**"Non-Business Owner"**
Address:		
Owner Name (2):		
Address:		

LICENSEE INFORMATION

OPTION A - BUSINESS LICENSEE

Where the Licensee is a company or other business entity, it should complete this section.

Name:	
Address:	
Company Name:	
Company Registered Number:	
Incorporated:	
OPTION B - NON-BUSINESS LICENCE	
Where the Licensee is an individual, they should complete this section. Each individual Licensee should complete their name and address. If there is only one individual Licensee, complete Lead Licensee only.	
Lead Licensee:	
Address:	
Licensee (2):	
Address:	
SIGNATURES	
SIGNED BY THE OWNER(S):	
OPTION A – BUSINESS OWNER	
where the Owner is a company or other business entity, an authorised signatory should sign below. If there are joint business Owners, they all should sign.	
Business Owner 1 Company Name:	
Authorised Signatory Name:	
Signature:	
Capacity:	
Date:	
Business Owner 2 Company Name (if applicable):	
Authorised Signatory Name:	
Signature:	
Capacity:	
Date:	
OPTION B – NON-BUSINESS OWNER	
Where the Owner is an individual, each individual Owner should sign below. If there is only one individual Owner, complete Owner (1) only.	
Owner (1) Name:	
Signature:	
Date:	
Owner (2) Name (if applicable):	
Signature:	
Date:	
SIGNED BY THE LICENSEE:	
OPTION A - BUSINESS LICENSEE:	
Where the Licensee is a company or other business entity, an authorised signatory should sign below.	
Licensee Company Name:	
Authorised Signatory Name:	
Signature:	
Capacity	
Date	
OPTION B - NON-BUSINESS LICENSEE	
Where the Licensee is an individual, the individual should sign below.	
Lead Licensee Name:	
Signature:	
Date:	
Licensee (2):	
Signature:	
Date:	
A copy of this signed agreement will be provided to the Agent for reference and to each party to this Agreement.	

GENERAL

BASIS OF CONTRACT

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking ("**Agreement**"), form the basis of your contract with the Owner ("**the Owner**", "**we**", "**us**", "**our**",). Please read them carefully as they set out the respective rights and obligations. In these Booking Conditions references to "**Licensee**", "**you**" and "**your**" include the Lead Licensee and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. Each Licensee shall be jointly and severally liable for all obligations under this Agreement.

JOINTLY OWNED PROPERTY

Where the Property is jointly owned, all legal owners must be named as Owners and must sign this Agreement. Each Owner shall be jointly and severally liable for all obligations under this Agreement.

THE AGENT

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.

AGREEMENT

By making a booking, the Lead Licensee agrees on behalf of all Licensee's detailed on the booking that:

1. it has read these Booking Conditions and has the authority to and agrees to be bound by them;

   Option A: Business Owner with a privacy policy:

2. it consents to the Owner and Agents use of personal data in accordance with their respective Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us and the Agent, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

   Option B (Non -Business Owner / no privacy policy):

   It is authorised on behalf of all persons on the booking to provide their personal data (including, where applicable, health, disability and dietary information) to the Owner and Agents and/or the Agent for booking and stay administration, and confirms those persons have been informed;

3. it is over 18 years of age and where placing an order for services with age restrictions declares that it and all members of the party are of the appropriate age to purchase those services; and

4. it accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. THE PROPERTY

(1) The Property means the residential accommodation located at the Property Address, together with its fixtures, fittings and contents as made available to the Licensee for the Licence Period, as identified in the Digital Property Listing.

(2) The Property may be provided on a full or partial-use basis as specified in the Digital Property Listing, and certain rooms or areas may be excluded from use.

2. RENTAL FEE

(1) The Rental Fee for the Property for the Licence Period is payable in accordance with the Payment Terms and these Booking Conditions. Payments are collected by the Agent on behalf of the Owner.

(2) The Rental Fee includes any visitor levy, tourist tax or similar statutory accommodation charge applicable at the time your booking is confirmed. If such a charge is introduced or increased after your booking is confirmed and applies to the Licence Period, you must pay only the new charge or the amount of the increase in addition to the Rental Fee, to the extent permitted by applicable law and unless it is payable directly by you. The Agent may invoice you separately on the Owner's behalf and you must pay the amount shown on receipt of the invoice.

3. LICENSE PERIOD

(1) The Property is licensed to the Licensee for the Licence Period.

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

4. NATURE OF AGREEMENT

SHORT TERM LICENCE TO OCCUPY

(1) This Agreement is intended to be a short-term holiday 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 Licence Period for holiday purposes only.

OWNER' S RIGHT TO ENTER

(2) The Owner retains control and the right to enter the Property at reasonable times to provide services, inspect, or for any other reasonable purpose.

NO SECURITY OF TENURE

(3) This Licence does not grant the Licensee any security of tenure or statutory protection under the Private Housing (Tenancies) (Scotland) Act 2016, or similar legislation relating to residential tenancies, private residential tenancies, occupation contracts or similar rights of occupation.

5. BOOKING & PAYING FOR YOUR PROPERTY

BOOKING PROCESS

(1) Your booking request is made when you submit a request for the Property to the Agent. The Owner will review the request and the Agent will notify you in writing whether it is accepted. If accepted, you must pay the Agent the required sums due in accordance with the Payment Terms.

BINDING CONTRACT

(2) A binding contract will come into existence between you and the Owner when the Owner issues this Licence Agreement to you for signature and you accept it in accordance with its terms.

MINIMUM STAY REQUIREMENTS

(3) All bookings are subject to the Minimum Stay Requirements. Should you request a booking for less than the Minimum Stay Requirements, you will be charged the full amount for a period equal to the Minimum Stay Requirements, and no partial refunds or adjustments will be made for early departure or late arrival.

MISTAKES & ERRORS

(4) Upon receipt, if you believe that any details on the Licence Agreement 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.

PAYMENT

(5) You will make payment of the Rental Fee, Booking Deposit (if applicable) and Security Deposit in accordance with the Payment Terms.

PAYMENT TO THE AGENT

(6) All payments due under these Booking Conditions shall be made to the Agent, as the Owner's disclosed agent for the purposes of collecting payments. The Agent will provide you with payment instructions (which may include a payment link and/or bank transfer details) in the invoice. You must follow the payment instructions provided and quote the booking/Property reference with any payment. No payment shall be treated as received until cleared funds are received in full by the Agent.

FAILURE TO PAY

(7) If the Agent does not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges will become payable.

6. PRICES & ACCURACY

We endeavour to ensure that all the information, translations and prices in any advertising material that we or the Agent 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 before you make your booking.

7. CHANGE OF CONTACT

(1) If either party is a company, partnership or other organisation, that party shall ensure that it maintains at all times an appropriate contact for the purposes of this Agreement.

(2) If that contact ceases to be employed or engaged, or otherwise ceases to be responsible for this Agreement, that party shall as soon as reasonably practicable notify the other party and the Agent in writing, provide the name, position and contact details of a replacement contact, and use reasonable endeavours to ensure an orderly handover of all relevant information prior to that person's departure, where practicable.

8. CONFIDENTIALITY

CCTV, CAMERAS, RECORDING

(1) The Owner shall not install or operate any CCTV, cameras, recording devices or similar equipment within the interior of the Property during the Licence Period. External CCTV or smart doorbells (including Ring or similar devices) may be used for legitimate security purposes only, provided that:

(a) their presence and location are clearly disclosed to the Agent in advance and to the Licensee prior to booking;

(b) they are positioned so as not to monitor any internal areas of the Property or any private outdoor spaces used by the Licensee; and

(c) their use complies with all applicable data protection and privacy laws.

(2) Failure to comply with this clause may result in cancellation of bookings and/or removal of the Property from the Agent's platform.

CONFIDENTIAL INFORMATION

(3) In connection with the booking and stay, the Owner and the Licensee may receive or become aware of confidential information relating to the other party, the Property and/or any occupants of the Property. This includes, without limitation, information about identity, personal or professional details, presence at the Property, travel arrangements, and any information indicating that a professional athlete, public figure or other high-profile individual is or will be staying at the Property.

(4) The Owner and the Licensee each agree to keep such information confidential and not to disclose it to any third party (including neighbours, media or on social media) or use it for any purpose other than the booking, stay, management of the Property and the performance of this Agreement, except where disclosure is reasonably necessary for those purposes or is required by law, a court of competent jurisdiction, or any regulatory or governmental authority.

(5) This clause shall continue to apply during the Licence Period and after the Agreement has ended.

9. INSURANCE

Adequate travel insurance is a condition of your Agreement 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.

10. 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.

11. YOUR BEHAVIOUR

(1) All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others.

(2) 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, we reserve the right to terminate your booking with us immediately.

(3) 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 the 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.

(4) 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 the Agent prior to departure.

(5) 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.

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

12. DAMAGE ASSESSMENT AND ADDITIONAL FEES

(1) 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 the Itemised Statement Date.

(2) If you dispute the accuracy of the itemised statement, the dispute must be resolved directly between you and us. Upon receipt of a countersigned copy of the statement from you, the Agent will send to us the amount specified in the statement. 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.

(3) The Agent acts solely as stakeholder in relation to the Security Deposit. While it may, at its discretion, assist in facilitating discussions between the parties, it does not adjudicate or determine disputes.

(4) 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.

13. CONDITIONS OF SUPPLIERS

Some elements which make up your 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.

14. CUTTING YOUR PROPERTY BOOKING SHORT

If you are forced to return home early, we cannot refund the cost of any Licence Period you have not used. If you cut short your 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 the Licence Period 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.

15. SPECIAL REQUESTS

(1) 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.

(2) The fact that a special request has been noted on your booking request or any other documentation or that it has been passed on to us is not confirmation that the request will be met.

(3) 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.

(4) Requests relating to bed configuration (including changes to number, type or arrangement of beds) must be agreed in writing at the time of booking. Requests made after the License Agreement has been concluded may be refused or may incur additional charges.

16. 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 booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable Cancellation Terms when we become aware of these details.

17. HEALTH AND SAFETY STANDARDS

The Property has been assessed to meet the applicable local 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.

18. IF YOU CHANGE OR CANCEL YOUR PROPERTY BOOKING

CHANGES

If, after receiving the License Agreement, 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 an 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 via the Agent in writing. Your notice of cancellation will only take effect when it is received in writing by the Agent 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 Licence Agreement.

Since we incur costs in cancelling your booking, you will have to pay the relevant charges set out in the Cancellation Terms.

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

This clause 18 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

19. 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 10 (Events Beyond Our Control)*) to change or terminate all or some of your 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.

20. THE AGENT'S RESPONSIBILITIES & LIABILITY

(1) Subject to the remainder of this clause, the Agent has a duty to select and arrange 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 or the Property, except to the extent that any loss or damage is caused by the Agent's breach of that duty. Therefore, provided the Agent has performed that duty with reasonable skill and care, the Agent will have no liability to you for the acts or omissions of the Owner, its employees or agents or any third party during the Licence Period.

(2) Nothing in this Agreement excludes or limits the Agent's liability for death or personal injury caused by the Agent's negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.

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 our control; or

(d) an event which either the Agent or suppliers could not, have foreseen or forestalled.

(3) The maximum amount the Agent will have to pay you in respect of these claims is limited to the Commission the Agent earns on the booking and in any event does not extend to indirect or consequential losses, including any business losses or lost profits. 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 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 its 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 Agreement 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.

21. COMPLAINTS

(1) We make every effort to ensure that your booking runs smoothly but if you do have a problem during your stay, please inform the Agent, immediately.

(2) If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to the Agent within 14 days of the end of the Licence Period, providing 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 ability to investigate your complaint and will affect your rights under this Agreement.

22. ENTRY PASSPORT, VISA AND IMMIGRATION REQUIREMENTS & HEALTH FORMALITIES

Entry to the country and health requirements are your responsibility. If any member of your party is travelling to the Property from overseas, you must ensure (in good time before travel) that you and they have all required passports, visas, electronic travel authorisations (including any ETA), and any other permissions to enter and remain in the country for the Licence Period, and that you comply with any applicable public health requirements. We are not responsible for any inability to travel, enter or remain in the country, or any loss arising from a failure to meet these requirements. You should check the latest official guidance, for example at https://www.gov.uk/ and obtain appropriate travel insurance.

23. 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).

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. Noise

The Licensee shall ensure that no excessive noise is made at the Property during quiet hours (10:00pm to 8:00am).

iii. 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 licence and/or deduction from the Security Deposit for cleaning or remediation.

iv. No Open Flames / BBQs / Fire Pits

No naked flames, BBQs, fire pits, or open fires are permitted in or at the Property (including any outdoor areas) unless the Owner has expressly agreed in writing in advance via the Agent.

v. Rubbish Separation and Recycling

The Licensee is required to separate and dispose of rubbish in accordance with local regulations. 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.

vi. 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.

- The Owner shall give the Licensee reasonable notice before any non-emergency access and, where practicable, such notice will normally be at least 24 hours.
- The Licensee's consent is not required where access is reasonably necessary for cleaning, maintenance, inspection, repair, safety, compliance, or the provision of services in accordance with this agreement.
- 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.