THE OPEN EXPERIENCES – 157th OPEN

OWNER AGENCY AGREEMENT

(For properties with reference HO)

VERSION: NOVEMBER2026

Owner (full name):

Owner's address/registered office:

Owner's 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 of this agreement (the "**Agreement**") upon which The Open Experiences ("**Agent**") will act as a booking agent ("the **Services**") 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 Licensee is an individual or group who is granted a licence to occupy the Property pursuant to the Licence Agreement (defined below). The Owner must sign and return this Agreement before Agent commences any marketing of the Property.

The Owner appoints the Agent to be its non-exclusive agent to provide the Services and to market and to facilitate the licensing of the Property to Licensees. The Agent accepts its appointment and agrees to provide the Servies and promote and to facilitate the licensing of the Property. Each party agrees to perform their obligations, as set out in this Agreement.

KEY TERMS

Property:	
Property Reference:	HO
Short-Term Let Licence Number:	
Licensing Authority:	
Inspection Fee:	£60 plus VAT.
Rental Fee:	the amount payable by the Licensee for the Licence Period as agreed in accordance with Section 2(3).
Rental Fee Range:	The minimum and maximum range accepted in relation to the Rental Fee as agreed in writing by the Owner.
Agent Fee:	15% plus VAT of the Rental Fee.
Booking Deposit:	50% of the Rental Fee.
Security Deposit:	25% of the Rental Fee.
Local Council:	is the relevant local authority for the geographical area in which the Property is located, as incorporated under the Local Government etc. (Scotland) Act 1994.

Minimum Stay Requirements: 10 nights/11 days between mid-day Saturday 14 July to mid-day Tuesday 24 July 2029.

Licensee Payment Terms: Unless as otherwise set out in the Licence Agreement:

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	

Rental Fee Payment Terms:

Date	*Payment (% of full Rental Fee)*
No later than 30 days prior to the start of the Licence Period	25% less Agent Fees
No later than 28 days after the Licence Period	75% (less any sums that Agent has used to make emergency repairs, as described in Section 4 clause (1) unless the Licensee has made a claim against the Owner for inadequate services.

Cancellation Terms: The cancellation terms are as follows, unless as otherwise set out in the Licence Agreement:

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)

*Agent will pay the Booking Deposit to the Owner, less the Agent Fee.

Itemised Statement Date: no later than 7 days after the end of the Licence.

Licence Period: the period from the check-in time on the first day of the booking until the check-out time on the final day, as specified in the Licence Agreement and, if not specified there, as stated in this Owner Agency Agreement.

Pre Rental Inspection: no later than 40 days prior to the start of the Licence Period.

Final Inspection: no later than 7 days prior to the License Period.

Call Out Fee: £50 plus VAT (for visits of up to one hour) plus £25 plus VAT for each additional hour.

Regulations: ***Fire:***

Legislation:

Fire (Scotland) Act 2005

Fire Safety (Scotland) Regulations 2006

Guidance:

Scottish Fire and Rescue Services' Short-Term Let Licensing Fire Safety Checklist

Fixtures & Fittings:

The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended)

Water:

Water Intended for Human Consumption (Private Supplies) (Scotland) Regulations 2017

"Regulations" means the legislation, and guidance listed in this section, as amended, re-enacted, replaced or supplemented from time to time, including any subordinate legislation made under it.

MANDATORY REQUIREMENTS

(1) Agent shall not contract the Property with a Licensee unless the Owner has satisfied the following requirements:

a) Owner has signed and complied with this Agreement; and

b) Owner has provided proof of ownership of the Property; and

c) Owner has provided a valid Short-Term Lets licence (where required to let the Property) in accordance with the Property Registration and Licensing provisions in Section 1(3) *(Property Registration and Licensing)*, or (where a Short-Term Lets licence has not yet been granted) the Owner has submitted a valid licence application to the relevant Local Council and has provided to the Agent evidence of that application, in which case the Agent may market the Property pending determination of the application; and

d) Owner has provided valid safety certification for the Property, including:

i) a current Gas Safety Certificate (where applicable);

ii) a valid Electrical Installation Condition Report (EICR);

iii) a valid Portable Appliance Testing (PAT) report;

iv) a valid EPC rated E or above;

v) confirmation that Residual Current Devices (RCDs) are installed and operational on all required circuits in accordance with BS 7671;

e) Owner has provided valid Planning Permission (where required to let the Property) in accordance with Section 1(4);

f) Owner has provided a Fire Risk-Assessment in respect of the premises compliant with the Regulations and warrants that all furniture and furnishings provided at the Property comply with all applicable regulations, including the Regulations and that any required compliance labels are attached and maintained;

g) Owner has provided a completed all documents required by the Regulations;

h) Owner has provided evidence that smoke alarms, heat detectors and carbon monoxide alarms in good working order are in place at the Property;

i) Owner has provided evidence of sanitation standards including an adequate Legionella Risk Assessment and (where the premises are served by a private water supply) evidence of compliance with the Regulations;

j) Owner has provided a clear emergency plan including evacuation procedures and emergency contact information;

k) Owner has provided evidence of appropriate liability insurance (including but not limited to, Public Liability and Building Insurance) that covers the Property and Licensee(s); and

l) Owner has agreed an executed Licence 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*.

(2) Upon signature of this Agreement the Owner accepts the above requirements.

SECTION 1 – KEY INFORMATION

PROPERTY INSPECTION FEE

(1) The Owner acknowledges that a non-refundable Inspection Fee is payable to the Agent in order to view and/or list the Property for marketing. This Inspection Fee is only invoiced when a viewing slot is offered and accepted and is separate from any Agent Fee or other fees set out in this Agreement. The Owner acknowledges that the Property will be subject to the Pre-Rental Inspection and Final Inspection as described in Section 40 *(Inspections)*.

PROPERTY REGISTRATION AND LICENSING

(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 Local Council's requirements. If there is no local requirement to register than the Owner must provide to Agent proof of ownership of the Property.

(3) The Owner must ensure that all licences required by the Local Council or other relevant body in order to let the Property to the Licensee are valid and in force and will remain in force for the Licence Period. The Owner must exhibit all relevant licences in respect of the Property to the Agent before the Agent commences any marketing of the Property. The Owner must notify the Agent promptly if any required licence is lost, suspended, revoked or expires. Any such loss, suspension, revocation or expiry shall constitute a material breach of this Agreement.

(4) The Owner must ensure that any planning permission required to let the Property to the Licensee is valid and in force. The Owner must exhibit all relevant planning permission in respect of the Property to the Agent before the Agent commences any marketing of the Property.

LICENCE AGREEMENT

(5) The Owner and the Licensee shall execute a legally binding Licence Agreement, which will provide all legal terms relevant to the Licensee, including the specific dates of the Licence Period.

MINIMUM STAY REQUIREMENTS

(6) All bookings are subject to the Minimum Stay Requirements.

LICENSEE AGENCY TERMS & CONDITIONS

(7) The Owner agrees that where direction is not given in the Licence 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.

OWNER AND LICENSEE IDENTIFICATION

(8) The Agent requires proof of identification of the proposed Licensee prior to the commencement of the Licence Agreement and shall obtain the Owner's prior approval. The Agent may also require proof of identity from the Owner as part of its verification and compliance procedures. The Agent is not required to obtain references or additional information about the Licensee or other guests unless agreed in advance with the Owner and subject to an additional fee.

(9) The Agent may suspend, restrict, delay or refuse the Services (including marketing, confirming a booking and/or making or releasing payments) until the requested verification information has been provided to the Agent's reasonable satisfaction.

SECTION 2 – RENTAL FEE & SECURITY DEPOSIT

RENTAL FEE RANGE

(1) The Owner shall indicate the Rental Fee Range, and the Agent shall use reasonable endeavours to achieve the highest achievable Rental Fee in relation to the Rental Fee Range.

(2) The Owner authorises the Agent to negotiate and agree variations to the Rental Fee (including reductions or adjustments) within the Rental Fee Range where reasonably required to secure a booking, subject to prior discussion with the Owner where practicable, and final agreement shall, where practicable, be subject to the Owner's approval.

RENTAL FEE

(3) Agent and the Owner will agree, in writing the Rental Fee that will be in the Licence Agreement.

COLLECTION OF RENTAL FEE

(4) Agent shall act as agent on the Owner's behalf to collect the Rental Fee from the Licensee, along with the required Security Deposit in accordance with the Licensee Payment Terms.

BOOKING DEPOSIT

(5) The Licensee must pay upon booking, the Booking Deposit.

LICENSEE PAYMENT TERMS

(6) The remaining balance of the Rental Fee along with the Security Deposit will be requested from the Licensee in accordance with the Licensee Payment Terms. The Agent may decline to confirm (or may cancel) any booking where such sums are not received immediately and in cleared funds.

PAYMENT TO OWNER

(7) The Agent shall pay the Rental Fee to the Owner in accordance with the Rental Fee Payment Terms. The Agent shall not be obliged to pay any sums to the Owner unless and until the Agent has received the corresponding funds in full and in cleared funds from the Licensee, and the Agent may withhold and defer payment until that time. The Agent is not required to advance any sums to the Owner.

RENTAL FEE INCLUSIONS & EXCLUSIONS

(8) The Rental Fee includes electricity, water, gas or oil, telephone rental and broadband, local tax and insurance of the Property. This includes any visitor levy, tourist tax or similar statutory accommodation charge applicable when the Licensee's booking is confirmed. If such a charge is introduced or increased after confirmation and applies to the Licence Period, the Agent may invoice the Licensee separately on the Owner's behalf for only the new charge or the amount of the increase, to the extent permitted by applicable law and the Licence Agreement, unless it is payable directly by the Licensee. 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 Licence Period.

SECURITY DEPOSIT

(9) 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 (7) *(Rental Fee*

Inclusions & Exclusions) above, in accordance with the terms of the Licence Agreement within 28 days of the end of the Licence. Agent shall not be liable for any damage, losses or costs caused by or due from the Licensee.

CANCELLATION CHARGES

(10) 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 Cancellation Charges.

SECTION 3 – CANCELLATION, TERMINATION AND EXTRA CHARGES

CANCELLATION OF THE SERVICES

(1) The Licensee may cancel the Licence at any time prior to the start of the Licence Period subject to the Cancellation Terms.

(2) In the event of non-payment 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 assists in finding 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.

PROPERTY AVAILABILITY

(5) The Property's availability is guaranteed by the Owner for the duration of the Licence Period. 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 BY OWNER

(6) Cancellation of the Licence by the Owner is allowed where it is prevented from performing its obligations under the Licence 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

(7) This Agreement 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.

(8) Agent shall not be in breach of this Agreement nor liable to the Owner for any loss, additional costs or expenses connected with any delay and or inability to fulfil its obligations under this Agreement 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

(9) 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 by the Itemised Statement Date.

(10) 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.

(11) 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 licence, then Agent has a discretionary right to take steps that Agent deems reasonable. The Agent acts solely as stakeholder for the Security Deposit. While it may, at its discretion, assist in facilitating discussions between the parties, it does not adjudicate or determine disputes.

(12) Any claims for damages or extra charges shall be addressed through the Security Deposit process as set out in Section 2(9) *(Security Deposit)*, and not by withholding any portion of the Rental Fee.

(13) 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 Licence Period.

SECTION 4 – OWNER AND PROPERTY REQUIREMENTS

INVENTORY

(1) The Agent recommends that the Owner prepares an inventory before the start of the Licence 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.

OBLIGATIONS PRIOR TO START OF LICENCE PERIOD

(2) The Owner shall ensure that prior to the start of the Licence Period:

a) that the Property is clean to a high professional standard consistent with the Owner Preparation Guide (provided by Agent). During the Licence Period, the Licensee will not be expected to carry out any cleaning during the Licence unless otherwise agreed.

b) It has provided to Agent a copy of the notice given to its buildings and contents insurer in respect of the proposed Licence; and

c) It has provided to Agent emergency contact details for the Owner along with the location of the spare keys to the Property.

INSPECTIONS

(3) The Owner shall make the Property available for the Pre-Rental Inspection and Final Inspection by the Agent in order to assess the condition, safety, cleanliness and readiness of the Property for occupation.

(4) Following any inspection, the Owner shall promptly carry out, at their own cost, any works reasonably required by the Agent within the timeframe specified.

(5) If the Owner:

a) fails to provide access; or

b) fails to complete required works (in each case within the timeframe specified by the Agent),

the Agent may, acting reasonably and on written notice to the Owner:

a) suspend or withdraw marketing of the Property;

b) arrange for any such works to be carried out and recover the cost from any sums due to the Owner and/or require the Owner to reimburse the Agent on demand for any shortfall (and the Owner shall remain liable for all such costs);

c) where the Property is not, in the Agent's reasonable opinion, suitable for occupation by the Licensee, exercise its rights under this Agreement including cancelling the Services and/or any booking or terminating this Agreement (in whole or in part); and/or

d) exercise its rights under this Agreement, including arranging alternative accommodation of comparable standard (where reasonably available) for the Licensee at the Owner's cost, including any reasonable additional accommodation costs and reasonable administrative costs incurred by the Agent in doing so.

(6) The Owner shall provide reasonable access and cooperate fully with the Agent in respect of all matters relating to the Property. Failure to comply with this clause shall constitute a material breach of this Agreement.

AGENT'S ASSESSMENT OF PROPERTY CONDITION

(7) The Agent's assessment of the Property's condition shall be final, acting reasonably.

WHOLE / PARTIAL USE

(8) The Rental Fee is typically based on the Licensee renting and permitted use of Property in its entirety, regardless of occupancy numbers and whether the space is used. However, the Owner agrees that the Property may, where appropriate, be marketed and licensed on a partial-use basis (including but not limited to reduced bedroom/bathroom configurations), with corresponding adjustments to the Rental Fee.

CONDITION & MAINTENANCE

(9) 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 Licence Period. If the Licensee has any complaints or claims relating to the Licence Period and the standard of any amenities provided at the Property this will be the responsibility of the Owner.

(10) 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 Licence Period and address any identified risks.

e) Indemnify the Agent against any claims arising from failure to comply with the above safety obligations.

PROFESSIONAL CLEANING

(11) 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.

EMERGENCY REPAIRS

(12) During the Licence Period, 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.

(13) 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 Licence Agreement.

(14) 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 75% balance of the Rental Fee due to the Owner as per the Rental Fee Payment Terms.

(15) 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.

CALL OUT FEE

(16) 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.

PROPERTY UNINHABITABLE

(17) 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 of comparable standard (where reasonably available) at the Owner's expense.

OWNER INSURANCE

(18) 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 Licence and provides a copy of the relevant polices to Agent upon request.

(19) 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 and the Licence Period.

MORTGAGE LENDER / LANDLORD / MANAGEMENT COMPANY CONSENTS

(20) 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.

PROVISION OF PROPERTY INFORMATION

(21) 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 Property Licensing Procedure (being The Open Experiences' property registration, onboarding, inspection, compliance and payment procedures, as updated from time to time). 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.

(22) 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.

CCTV OR OTHER RECORDING DEVICES

(23) 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 private outdoor spaces used by the Licensee; and

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

Failure to comply with this clause may result in removal of the Property from the platform and/or cancellation of bookings.

SECTION 5 – LIABILITY

(1) The Owner acknowledges that the Licence 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 this Agreement. 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 or delict (including negligence), statute, or otherwise for any breach by the Owner of the terms of the Licence Agreement or for any act or omission of the Licensee. Should the Agent breach its obligations under this Agreement, the Agent's liability to the Owner shall be limited to the Agent Fee and in any event does not extend to indirect or consequential losses, including any business losses or lost 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 this Agreement 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

DULY AUTHORISED

(1) The Owner confirms his/her legal entitlement to enter into this Agreement and to grant a Licence at the Property.

(2) The Owner warrants that they are the legal and beneficial owner of the Property or are otherwise duly authorised to enter into this Agreement and to grant the licence of the Property. The Owner must, upon request, provide satisfactory evidence of ownership and/or authority, including but not limited to an official copy of the Land Registry title, mortgage statement, or other supporting documentation.

(3) The Agent reserves the right to delay or withdraw marketing the Property or suspend the Services until such evidence has been provided and verified.

COMPLIANCE WITH LAWS, REGULATIONS & STANDARDS

(4) The Owner shall ensure that the Property complies with the Regulations and all relevant laws, regulations and standards (including, without limitation, those relating to short-term let licensing requirements, 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 Licence.

(5) The Owner further confirms that the Property complies with all applicable fire safety regulations (including the Regulations). 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.

NO OBLIGATION ON THE AGENT TO SOURCE LICENSEE

(6) 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.

DISPUTES

(7) 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.

HMRC REPORTING

(8) 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.

(9) The Owner acknowledges that the Agent may be required by law (including the Platform Operators (Due Diligence and Reporting Requirements) Regulations 2023 and related guidance) to collect, verify, retain and report to HM Revenue & Customs (and/or other competent authorities) information relating to the Owner, the Property and sums paid or credited in connection with the Services.

OWNER INFORMATION

(10) The Owner shall promptly provide to the Agent, and keep up to date, all information and documents reasonably required for such reporting and due diligence, including the Owner's identity details, address, date of birth, tax identification number(s) (including non-UK tax identification number(s) where applicable), financial account identifiers, and Property details (including address and, where known, Land Registry title number). The Owner acknowledges that reporting may apply regardless of the Owner's country of residence where UK property income is earned.

OWNER TAX RESPONSIBILITY

(11) The Owner remains solely responsible for their own tax affairs and returns. The Agent does not provide tax advice.

FAILURE TO PROVIDE INFORMATION

(12) If the Owner fails to provide the information reasonably required, the Agent may suspend or restrict marketing of the Property and/or delay payments until compliance.

NO THIRD PARTY RIGHTS

(13) No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

VARIATION

(14) 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.

CONFIDENTIALITY

(15) 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.

(16) 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.

(17) The Owner acknowledges that, in connection with the Services, it may receive or become aware of confidential information relating to the Agent, any Licensee, the Property and/or any occupants of the Property. This includes, without limitation, information relating to 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 may be staying at the Property.

(18) The Owner shall:

a) keep all such information strictly confidential;

b) not disclose such information to any third party (including, without limitation, neighbours, media or on social media); and

c) not use such information for any purpose other than performing its obligations under this Agreement and facilitating the Services,

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.

(19) The Owner shall take all reasonable steps to ensure that any third parties engaged by it (including contractors, cleaners or other representatives) comply with obligations equivalent to those set out in this clause.

(20) The Owner shall not publicise or advertise the identity of any Licensee or occupant without the prior written consent of the Agent.

(21) This clause shall apply during the term of this Agreement and shall continue in force following its termination or expiry.

DATA PROTECTION

(22) The Parties agree to comply with any and all data protection legislation such as the UK Data Protection Act 2018 and GDPR.

(23) The Agent will process and share personal data for the purposes set out in the Agreement and in accordance with applicable data protection law and the Agent's Privacy Policy.

GOVERNING LAW & JURISDICTION

(24) This Agreement are governed by the Law of England and the jurisdiction of the English Courts. The Licence Agreement shall take precedence over this Agreement should any of these terms conflict with the information in the Licence 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

SIGNATURES

OPTION A - BUSINESS OWNER

Where the Owner is a company or other business entity, an authorised signatory should sign below. Where there are joint Owners, each Owner should sign unless one signatory is duly authorised to sign on behalf of all Owners.

I have read and agree to these Owner Agency Booking Terms and Conditions.

Owner Company Name:

Authorised Signatory Name (1):

Signature:

Capacity:

Date:

Authorised Signatory Name (2):

Signature:

Capacity:

Date:

OPTION B - NON-BUSINESS OWNER

Where the Owner is an individual, the individual should sign below. Each individual Owner should sign below. If there is only one individual Owner, complete Owner (1) only.

I have read and agree to these Owner Agency Booking Terms and Conditions.

Owner Name (1):

Signature:

Date:

Owner Name (2):

Signature:

Date:

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 Licence 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 any other actions that ensure fire safety.

(3) 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 shall not provide cots, baby chairs, changing mats, child toys or similar items, which must be provided by the Licensee if required.

APPENDIX 2 – OWNER INFORMATION FORM

Please complete this form in full and return it with the signed Agreement. The Agent may request supporting documentation in connection with the information provided in this form.

1. Primary Owner Details

Full name of homeowner:

Date of birth:

National Insurance number:

Property address:

Postcode:

Home telephone number:

Mobile number:

Email address:

Land Registry unique reference (if known):

2. Joint Owner Details
Complete this section if the Property is jointly owned.

Full name of homeowner (2):

Date of birth:

National Insurance number:

Mobile number:

Email address:

3. Company Details
Complete this section if the rental is operated as a company or if payments are to be made to a company account.

Full name of company

VAT registration number:

Company address:

Postcode:

Company telephone number:

Company email address:

Name of signatory:

Date of birth of signatory:

Mobile number of signatory:

4. Identity Verification

Type of photographic ID provided:

A copy of valid photographic identification (e.g. passport or driving licence) must be provided for the individual(s) signing this Agreement in accordance with the Agent's identity verification requirements.

5. Bank Details

Name of bank:

Branch:

Account holder name:

Account number:

Sort code:

Non-UK bank account details (if applicable)

IBAN:

SWIFT/BIC:

Please note that bank charges may be deducted from the transactional fee and exchange rates may include bank margins.

6. Payment Verification
Before making any payment, the Agent may contact the Owner to verbally verify bank details and may delay payment until that verification has been completed to the Agent's reasonable satisfaction.

APPENDIX 3 – THE OPEN EXPERIENCES LICENSEE AGENCY TERMS & CONDITIONS

Attached.