

TERMS AND CONDITIONS

DEFINITIONS:

“THE LANDLORD”	One Portfolio Management Ltd (OPM Ltd) – Avery House, Brunel Place, Crawley, W Sussex, RH10 1JB.
“THE TENANT”	As noted overleaf.
“RENT”	As noted overleaf in the section marked “Rental”.
“THE PROPERTY”	As noted overleaf in the section marked “Property Address”.

1. The landlord lets and the tenant takes the premises for the term and at the rent specified on the booking confirmation
2. This tenancy is subject to and the tenant agrees to be bound by the general tenancy conditions set out below with the amendments and additions to them (if any) save that no such amendment or addition shall be of any effect if or in so far as it purports to empower the landlord to determine this tenancy at any time earlier than 3 months from the commencement date or the date of this agreement whichever shall be the later.
3. This agreement is intended to give rise to an assured short hold tenancy as defined in section 19A of the housing act 1988 as amended by the housing act 1996.
4. This tenancy does include the use of the landlord's furniture and effects.

GENERAL TENANCY CONDITIONS**5. Tenant's Obligations – The Tenant agrees:**

- I. No tenancy is deemed accepted until email confirmation has been sent by the landlord to the tenant. The existing / previous tenant has the legal right to extend their booking at any time. It is company policy that, should this occur then alternative accommodation will be offered to the Tenant by the Landlord. If no such alternative is available then the Landlord reserves the right to cancel the booking without notice. In such an instance the Tenant is not entitled to any form of compensation, service or goods from the Landlord.
- II. No tenancy will be entered into until the Tenant has provided complete valid credit card details and a home or contact address and telephone number.
- III. Completion of the online reservation request constitutes a binding agreement that the tenant will rent the property from the landlord.
- IV. The landlord reserves the right to charge a total of **25% of the total unexpired rental value** in the case of any cancellation, at any time, by the client.
- V. All accommodation charges and any other associated charges will be raised in advance and invoiced, by the Landlord, to the Tenant, at the point of check in. Such amounts must be settled in full by the Tenant at the point of check in. No invoice or credit terms are offered or implied unless specifically and formally offered by the Landlord. These terms will be indicated clearly on each separate invoice (if applicable). Any account arrears will be notified in writing as a “penalty notice” as they become applicable. The Tenant agrees to pay a fee of £95 + VAT for every individual “penalty notice” sent. A daily charge of 10% may be levied for all amounts outstanding commencing on the day after the due date noted on each invoice. The Tenant agrees that all amounts outstanding, including any late payment charges, may be taken from the credit card held as security by the landlord if such items become in arrears.
- VI. A charge of 2% incl. VAT of the gross invoice amount will be levied for all credit card transactions or other card transactions which attract a transaction charge from the card supplier. All transactions via American Express will attract a transaction charge of 4.00% incl. VAT of the gross invoice amount. The Tenant will bear any bank transaction charges raised by either the donating or receiving bank at the time of transfer.
- VII. All keys, electronic handsets and automatic entry/proximity cards (where applicable) must be returned to the landlord at the time of check out. A charge of £75.00 + vat will be levied for each item not returned at the termination of the agreement. This will be debited to the credit card number supplied.
- VIII. All telephone calls made from the landline telephone will be charged during the tenancy or at any time after, to the tenant at any nationally advertised call rates as supplied by British telecom from time to time. The tenant gives full consent for all charges to be presented to the credit card number given at the commencement of the tenancy.
- IX. The premises must be left in a clean and tidy manner, with all items returned to their original positions and in good working order. All damages/ breakage/ losses must be reported to the concierge prior to check out. The Tenant gives full consent to the landlord to fully charge for any items removed without consent or damaged beyond “Fair wear and tear” to the tenants account or credit card at the end of the term (howsoever determined) the decision of the landlord in this matter is final.
- X. The property must be vacated no later than 10.00am at the end of the term (howsoever determined). Failure to do so will result in a further charge for one day's occupation being levied should a pre-booked late check out not be arranged in advance by the Tenant and agreed formally by the Landlord.
- XI. Vacation must be arranged with the landlord no later than 14.00pm of the day prior to the determination of the Term. Failure to do so will lead to a further night's occupation being charged at the contract rate. It is the sole responsibility of the Tenant to arrange this with the Landlord.
- XII. All credit cards will be debited in the name of “One Portfolio Management Ltd”.
- XIII. All cheque payments must be made payable to One Portfolio Management Ltd.
- XIV. The Tenant may not sublet or assign any part of the demised premises.
- XV. The Tenant and their guests will act in a manner commensurate to living in shared accommodation with other guests. Any action or behaviour which leads to the quiet enjoyment of other guests to be disturbed or damage or danger to the property will lead to the Tenancy being immediately forfeited and the Landlord will take back vacant possession of the premises immediately. The decision of the Landlord in this matter is final.
- XVI. VAT will be applied to all charges at the current prescribed UK rate for the date of supply of the said services. All fully serviced accommodation, for a period of 28 days or less, will attract VAT at the current full UK rate. All fully serviced accommodation charges for subsequent accommodation will be charged at the current full UK VAT rate on 20% of the accommodation charge only. Such decrease will NOT be reflected in the overall nightly rate / rental charged. All un-serviced accommodation charges are exempt from UK VAT.
- XVII. Where the tenancy includes the use of a parking space, OPM Ltd accepts no liability for any loss or damage caused to the goods or vehicle of the Tenant whilst on the premises or within the parking area. Furthermore, where the access to the site or the use of the parking area/space is governed or restricted by means of a third party permit scheme, clamping scheme, or other such parking control, OPM Ltd accept no financial liability or responsibility for the payment of any fees or charges arising from the non compliance of the Tenant with the rules of the said scheme. Furthermore, OPM Ltd will not enter into any discourse or negotiation with any third party parking scheme provider on behalf of the Tenant, nor arrange for the release of any vehicle from an immobilisation device.

6. Miscellaneous

NOTICE under section 48 of the Landlord and Tenant Act 1987 The Tenant is hereby notified that notice (including notices in proceedings) must be served on the landlord by the Tenant at: Avery House, Brunel Place, Crawley, W Sussex, RH10 1JB.

Take Notice that the property is subject to a mortgage granted before the beginning of the term and the provisions for recovery of possession by a Mortgagee set out in ground 2 of schedule 2 and section 7(6) of the Housing Act 1988 (“the act”) apply. Accordingly the Landlord's Mortgagee shall be entitled to issue proceedings for the recovery of possession provided ground 2 of schedule 2 of the act is satisfied.

7. Forfeiture

PROVIDED that if the rent or any part thereof shall be in arrears for 3 days after it shall have become due, whether legally demanded or not or if there shall be a breach of any of the obligations on the part of the tenant, the Landlord may re-enter the premises or any part thereof in the name of the whole and immediately there upon the tenancy shall absolutely determine without prejudice to any other rights and remedies of the landlord.

8. Governing Law and Jurisdiction

This agreement is to be governed by and construed in accordance with the English law and the parties hereto submit to the exclusive jurisdiction of the English courts.