

Occupation Agreement

Please write guest names below, initial each page, sign and date the last page, scan and send it back to us at frontdesk@viveunique.com.

Overview

Host Name(s) (the "Host"):

Guest Name(s) (the "Guest"):

Property Name & Address (the "Property"):

Booking Start Date:

Booking End Date:

Arranged By: Unique Ventures LTD / Vive Unique

Agreement

In consideration of the monies paid by the Guest, the Host permits the Guest to stay in the Property subject to the terms of this Agreement.

This Agreement is between the Host and Guest only. Vive Unique acts solely as the Host's agent, is not a party to this Agreement, and has no liability for any breaches of any part of this Agreement by Host or Guest.

Licence

This licence permits the Guest to stay at the Property and permits the Guest access to the Property through any common areas of any building of which it forms part for the period from the Booking Start Date to the Booking End Date and for any extension we agree. This permission is conditional on prompt payment of a fee and subject to appropriate behaviour on your part. Permission can be withdrawn on very limited notice and does not create any form of legal interest in the Property, any building of which it forms part, or other premises. Nothing in this document or any other agreement creates a tenancy in respect of the Property or any other premises and the Guest has no right to exclusive possession of the Property.

This Licence is personal to the individuals named as Guest above. It cannot be assigned or transferred to any other party and no other person is authorised to stay at the Property.

Please list names and ages of all guests below. Please use block capitals:

Guest 1 (Lead Guest):..... (Age:..... )

Guest 2 : ..... (Age:..... )

Guest 3 : ..... (Age:..... )

Guest 4 : ..... (Age:..... )

Guest 5 : ..... (Age:..... )

Guest 6 : ..... (Age:..... )

Guest 7 : ..... (Age:..... )

Guest 8 : ..... (Age:..... )

Guest 9 : ..... (Age:..... )

Guest 10 : ..... (Age:..... )

Guest Initials:.....

### **Access to the property**

To protect Host's interest in the Property, the Guest agrees to provide evidence of his or her identity at check-in.

The documents required to be produced by the Guest are set out on the booking confirmation email sent to the Guest. No access to the Property can be given until the Host's or Vive Unique's representative has seen satisfactory identification (such determination to be at the Host's or Vive Unique's sole discretion). Failure to provide suitable identification will result in the termination of the licence and will constitute a cancellation of the booking by the Guest within two weeks of stay. Under such circumstances, no refund can be paid

### **Security Deposit**

The Guest acknowledges that an amount previously set by Vive Unique will either be paid to the Host on arrival or that Vive Unique will be authorised to deduct this amount from a credit or debit card held in the name of the Guest (a 'Repeat Defer'). The Guest further acknowledges that the Host or Vive Unique may make deductions from the security deposit or use the Repeat Defer in their sole discretion to compensate the Host for any damage to the Property, its fixtures and fittings, or for any loss or damage caused to the Host due to the Guest's breach of any part of this Agreement. Vive Unique will aim to return your security deposit within 14 working days.

### **Guest Obligations**

All the obligations under this licence are those of the Guest or any other person the Guest allows to enter into the Property, whether or not the Host or Vive Unique have been notified of that person's attendance. The Guest takes full responsibility for the behaviour of any person they have permitted to enter into the Property.

No legal rights are granted to the Guest or any other party in respect of the Property, any building of which it forms part, or other premises and the Guest may not represent to any other party that they can transfer or assign any rights or benefits in respect of the Property, any building of which it forms part, or any other premises.

All obligations on the Guest in respect of the Property apply equally in relation to any building of which the Property forms part and in relation to any access, parking, or right of way associated with the Property.

### *Use*

The Guest agrees to use the Property for residential purposes only and in particular not to

- operate any form of business from the Property;
- use the Property for any illegal or immoral purpose;
- consume or keep illegal drugs at the Property;
- smoke in the Property;
- carry out any action that would cause damage or deterioration of the Property; and
- bring animals into the Property save for disabled assistance dogs.

The Guest further agrees to use the Property in a reasonable and responsible manner at all times.

### *Fixtures and Fittings*

The Guest agrees to operate any appliance, fixtures and fittings provided by the Host or by Vive Unique on his behalf in accordance with provided instructions and in a reasonable and careful manner.

Guest Initials:.....

#### *Noise & Nuisance*

The Guest agrees not to cause excessive noise in the Property. The Guest agrees to use the Property in a manner which does not cause a nuisance to other persons residing in neighbouring or nearby buildings and not to obstruct, harass, cause a nuisance to, or inconvenience any person residing, working for or on behalf of the Host or Vive Unique, or carrying out their lawful business in the building or immediate area.

There is a strict policy against parties or gatherings in the Property. Any substantiated complaint of a party will result in any visitors to the Property involved in the party being asked to leave and will lead to termination of this licence.

#### *Advertising*

The Guest agrees not to display any form of sign or logo that is visible from the exterior of the Property and not to use the Property, its address, or location in any form of advertising or promotional material.

#### *Prompt reporting for repairs*

The Guest agrees to promptly report any items within the Property that require repair to the Host or Vive Unique. The Guest also agrees to take action as soon as he becomes aware of any problem to minimise its effects and prevent it becoming worse or causing a nuisance to the occupier of any neighbouring premises. The Guest agrees to compensate the Host for any losses he might suffer due to damage to the Property, any of its fixtures or fittings, or due to any nuisance or annoyance caused to any occupier of a neighbouring premises which occurs as a result of any failure by the Guest to report any required repair to the Host or Vive Unique promptly or to take reasonable action to minimise the effects of any issue and prevent the problem becoming more serious.

If the Guest does not report a required repair to the Host or Vive Unique and it only becomes obvious after the Guest has left the apartment then the Host shall be entitled to assume that the damage has been caused by the Guest's negligence or carelessness and charge the Guest accordingly.

#### *Access*

The Host, Vive Unique, or any agents or contractors approved by them may enter the Property for any reason at any time without notice. From time to time access will be required by Vive Unique, the Host or agents or contractors approved by them to show potential guests and tenants around the property. The Host or Vive Unique will always try to enter the Property during normal working hours but they may do so at other times. The Guest agrees not to impede such access in any way at any time. Access may be effected whether or not the Guest is in attendance.

#### *Ventilation*

The Guest will keep the Property properly ventilated to ensure that there is no build up of damp or moisture or of cooking smells, smoke, or grease.

#### *Rubbish*

The Guest will dispose of all rubbish and waste promptly using the facilities provided. He will not dispose of waste or rubbish in any system not designed for this purpose. In particular the Guest will take care to avoid blocking of or damage to drains or sanitary appliances by seeking to dispose of inappropriate items or abrasive, corrosive, or hazardous substances using them.

#### *Cooking*

The Guest will use the cooking facilities provided with reasonable care and according to the manufacturer's instructions and with proper ventilation so as not to cause damage to the Property, building or any fixtures and fitting and so as not to cause fire or smoke alarms to be activated.

#### *Cleaning*

The Guest will keep the Property clean and tidy and will bear primary responsibility for its condition on his departure, even if Vive Unique has supplied separate cleaning services.

Guest Initials:.....

### *Condition at End of Licence*

At the end or sooner termination of this licence the Guest agrees to provide vacant possession of the Property, removing all occupants or other persons, all possessions and rubbish from the Property, and leaving the Property and fixtures and fittings in the same good clean condition it was provided at the Booking Start Date subject to an allowance for fair wear and tear.

### *Compensation for Damage*

The Guest agrees to compensate the Host for any cleaning or decoration of the Property required, any losses the Host might suffer, or any fees or charges he might have to pay, including compensation to occupiers of neighbouring premises caused by the Guest's failure to fulfil any of his obligations in this Agreement. The cost of such damage to be determined at Vive Unique's sole discretion.

### *Security*

The Guest will take care to ensure the security of the Property by:

- taking care of access keys, tokens, or codes and not giving them to persons other than employees, contractors, agents, or servants of the Host or Vive Unique; and
- not propping or holding open external doors, windows and other forms of access to the Property when the Guest is not supervising them.

### **Host Obligations**

#### *Provision of Apartment*

The Host agrees to provide the Guest with accommodation at the Property.

#### *Provision of cooking and washing facilities*

The Host will provide the Guest with functioning cooking and washing facilities within the Property.

#### *Cleanliness & Condition*

The Host will ensure that the Property is cleaned to a reasonable standard and that the Property and all fixtures and fittings are in good repair before the Booking Start Date.

#### *Repairs*

The Host will keep in repair and proper working order:

- the fabric and structure of the Property;
- the utilities and conduits for the provision of water, gas, sanitation, drainage and electricity; and
- any appliances, furniture, fixtures or fittings we have supplied.

The Host is not required to carry out any repair until it has been notified to him or Vive Unique. The Host is entitled to a reasonable time to make any repair that is required having regard to its seriousness, the Guest's circumstances, the time of day, any public holidays, and the availability of necessary parts.

If the Guest makes a repair or instructs another party to make a repair on his behalf without informing Vive Unique first or without giving Vive Unique reasonable opportunity to repair the item then the Host will not be liable for any costs incurred in making this repair.

Guest Initials:.....

The Guest will be liable for any defects in material or workmanship which reduces the apartment below the standard it was in at the start of the Booking. The Guest will also be liable for any costs or expenses the Host incurs in checking the quality and suitability of any repair.

The Host will not be obliged to repair or replace anything that has been damaged or destroyed due to the negligence, carelessness, or misuse of the Guest or of any visitor invited into the Property. If the Guest does not repair any such item The Host will charge the Guest the full cost of that repair or replacement.

**Miscellaneous**

*Termination*

The Host may terminate this licence at any time on 24 hours notice where the Guest is in breach of any part of this Agreement.

*Property Left Behind*

If the Guest leaves any item behind in the Property at the end or sooner termination of this licence which is bulky or not easily portable then the Guest shall be liable for an ongoing licence fee until such time as the Host can remove the property and the Guest shall also be liable for any costs incurred in removing or storing this property. If the Guest leaves any other item behind then he will be liable for any storage costs incurred in storing it and if any item is not claimed within 14 days of the Guest's departure then it shall be deemed abandoned and the Host can sell or dispose of it at his sole discretion retaining any proceeds of any sale to offset his storage and administrative costs.

*Utilities*

The Booking fees are inclusive of all charges levied in respect of the following utilities: Gas, Electricity, Water, TV Licence, Council Tax, and Insurance for any item supplied by the Host.

*Noise*

Although the Host will make every effort to ensure the Guest enjoys a peaceful stay, he will not be responsible for any temporary failure or interruption of, services to the Property, including electricity, air conditioning, water or any damage, telephone, broadband, internet and other communications, disruption or noise caused by other individuals in the area, or as a result of repair works being carried out in neighbouring premises or in the neighbourhood.

*Specialist Cleaning*

If there has been a breach of the licence agreement by the bringing of animals into the apartment or smoking then specialist cleaning will be required at an additional cost of GBP 200 + VAT.

*Notice*

Any notices required under this agreement will be sufficiently served if emailed by Vive Unique to the Guest at the Guest's Email or by the Guest at Vive Unique's Email (info@viveunique.com) provided that no notification of non-delivery is received and the notice will be deemed served 8 hours after sending.

*Data Protection*

Vive Unique may use the personal information provided by the parties to put the Host and Guest in contact with each other for the purposes pertaining to the stay. Both parties agree not to pass each other's personal data to any third party.

**Signed and Dated**

\_\_\_\_\_  
Guest Party

\_\_\_\_\_  
Host Party / Vive Unique on behalf of Host Party

Please provide a mobile or contact number while you are in UK: .....

Guest Initials:.....