



## Landlord's Terms of Business

This document sets out the terms upon which GTS Events Ltd trading as The Open Accommodation Bureau ("OAB") will act as a booking agent on behalf of the Owner for letting the Property during the period of an Event (the "Event"). The Owner must sign and return these terms and conditions and pay OAB a non-refundable registration fee of £50 before OAB commences any marketing of the Property:

1. Tenancy Agreement: The Owner and the Tenant will be required to enter into a legally binding Tenancy Agreement, which will set out all legal terms relating to the tenancy including the exact rental period.
2. Tenant information: OAB shall ascertain the identity of the proposed named Tenant prior to the tenancy and will obtain the Owner's approval prior to the tenancy. OAB will not however be obliged to obtain references or any other information regarding the Tenant or the other guests staying at the Property and will only do so by prior arrangement with the Owner and subject to payment of an additional fee.
3. Rental Fee: The price payable to the Owner by the Tenant for the tenancy (the "Rental Fee") will be established in advance between OAB and the Owner. OAB shall collect this sum from the Tenant on the Owner's behalf as the Owner's agent, as well as a security deposit of a sum equal to 25% of the Rental Fee (the "Security Deposit"). The Tenant shall be required to pay the total fees due as set out below:
  - a) A booking deposit of 25% of the Rental Fee must be paid on booking (the "Booking Deposit");
  - b) The balance of the Rental Fee along with the Security Deposit must be paid no later than 30 days before the start of the Event (or at the time of booking, where the booking is

made less than 30 days before the start of the Event).

4. Rental Fee paid to Owner: No payment shall be made (other than as anticipated by paragraph 7 below) by OAB to the Owner unless: a) the Owner has signed and complied with these terms and conditions; b) the Owner has provided a valid Landlords Gas Safety Certificate, valid Electrical Installation Condition Report (EICR) and valid PAT Test to OAB; and c) the Tenant has paid the Rental Fee and Security Deposit to OAB in full.

OAB shall pay the Rental Fee to the Owner as follows:

- a) 60% (less OAB's fees of 15% of the Rental Fee plus VAT) to be paid no later than 30 days prior to the start of the Event; and
- b) 40% (less any sums that OAB has used to make emergency repairs, as described in clause 19) to be paid no later than 28 days after the Event.

5. Security Deposit: OAB shall retain the Security Deposit on the Owner's behalf. Within 28 days of the end of the Tenancy, OAB shall return the Security Deposit to the Tenant, less any amounts that are required in order to repair any damage or loss caused by the Tenant and to cover any excluded items, as described in clause 10, in accordance with the terms of the Tenancy Agreement. OAB shall not be liable for any damage, losses or costs caused by or due from the Tenant.

6. Tenant fails to pay: If the Tenant does not pay all fees on the due date, then OAB (on the Owner's behalf) shall be entitled to cancel the booking and retain the 25% booking deposit paid by the Tenant (which shall be paid by OAB to the Owner, less OAB's fees (being 50% of the booking deposit) plus VAT).



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7. Cancellation by the Tenant: The Tenant may cancel the Tenancy more than 60 days before the Event, in which case OAB shall pay the Booking Deposit to the Owner, less OAB's administrative fees (being 50% of the Booking Deposit) plus VAT. If the Tenant cancels less than 60 days before the Event they must still pay the Rental Fees in full (which will be paid to the Owner as set out in these terms subject to the funds actually being received by OAB) unless OAB is able to find a new tenant for the Property.
8. Cancellation by the Owner: The Owner guarantees availability of the Property to the Tenant during the period of the Tenancy and hereby indemnifies OAB in respect of any claim against OAB arising as a result of the Owner's failure to do so. The Owner shall only be entitled to cancel the Tenancy where it is prevented from performing its obligations under the Tenancy Agreement due to events beyond its control (including without limitation fire, storm, war, death or incapacity of the Owner or a member of his/her household). Where the Owner cancels in accordance with this term, it shall refund any and all fees paid by the Tenant, and shall indemnify OAB in respect of any claim against OAB in relation to such cancellation. In such circumstances the Owner will pay to OAB the amount of 15% of the Rental Fee.
9. Event Cancellation, postponement etc: if the Event is cancelled, postponed or held "behind closed doors" the Tenant may elect to cancel the Tenancy Agreement by giving written notice no more than 10 days following such announcement. In such circumstances all Rental Fees and Security Deposit shall be refunded to the Tenant.
10. Included in the Rental Fee: The agreed rental fee includes electricity, gas or oil, telephone rental and broadband, local tax and insurance of the property.
- The Tenant will be responsible for the cost of any calls and internet / media downloads that exceed £10.
11. Extra charges and damages: If there are any damages within reason and extra charges the Owner shall calculate what extra charges the Tenant has accrued as well as the sums that the Owner considers (acting reasonably) should be deducted from the Security Deposit to cover any damage caused by the Tenant, and provide to the Tenant a fully itemised statement no later than 7 days after the end of the Tenancy. If the Tenant disputes the accuracy of the itemised bill, this shall be resolved directly between the Owner and Tenant. Following receipt of a countersigned copy of the statement from the Tenant, OAB shall send the amount specified in the statement to the Owner and return the remainder to the Tenant. OAB shall not be liable to pay to the Owner any sums due from the Tenant. If the Tenant and the Owner have not agreed the statement within 28 days of the end of the tenancy then OAB has the right (at its discretion) to return the full amount to the Tenant, deposit the amount with a firm of independent solicitors (the costs of this to be shared equally between Tenant and Owner) pending agreement or to take any other steps that OAB deems reasonable.
12. Inventory: OAB recommends that the Owner prepares an inventory before the start of the Tenancy and presents this to the Tenant on his/her arrival, in order to verify any loss or damages that may be claimed through retention of the Security Deposit.
13. OAB not liable: OAB shall not under any circumstances be liable for the actions of or for any loss or damage caused by the Tenant or by any guests staying at the Property during the Tenancy.



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14. Condition of the Property: 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 Tenancy. If the Tenant has any complaints or claims relating to the Tenancy and the standard of any amenities provided at the Property this will be the responsibility of the Owner.
  - d) It has notified OAB of whether any past occupants at the Property have been smokers or pet owners.
  - e) It has retained one set of keys to the Property at all times for the duration of the Tenancy.
15. Marketing material: Prior to marketing the Property OAB will require certain information regarding the Property which will be included in the relevant marketing material, as well as a copy of a current Gas Safety Certificate in relation to the Property. The Owner agrees to provide such information and warrants that all such information provided to OAB will be accurate and will notify OAB promptly of any changes to it. OAB will not be liable for any claim from the Tenant arising as a result of any inaccurate information relating to the Property which has been provided by the Owner.
16. Important requirements: The Owner should carefully read and understand its obligations under the Tenancy Agreement and in particular shall ensure that prior to the start of the Tenancy:
  - a) The Property is spotlessly clean and tidy, and otherwise presented in accordance with the Owner's Information Pack (provided by OAB). Unless otherwise agreed, the Tenant shall not be obliged to carry out any cleaning during the Tenancy;
  - b) It has notified its buildings and contents insurer of the Tenancy in writing and has provided a copy of the relevant notice to OAB; and
  - c) It has provided to OAB details of the location of the keys to the Property, as well as any emergency contact details for the Owner.
17. Rental of entire property: The Rental Fee for the Property is based on the Tenant renting the whole property and being permitted to use it in its entirety, regardless of how many people occupy the Property and how much space the Tenant uses.
18. Cleanliness of the Property: If the property does not reach the level of cleanliness expected by the Tenant, and OAB agrees, OAB will notify 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. All efforts will be made to discuss the situation with the Owner before cleaners are appointed.
19. Emergency repairs: If emergency repairs or replacements are required at the Property during the Tenancy and OAB is unable to contact the Owner, OAB may (but is not obliged to) arrange for the repairs or replacements to be made and shall retain the costs of this from the 25% Security Deposit that OAB holds. The Owner shall indemnify OAB for the costs of any such repairs or replacements which are in excess of the amount of money held by OAB on the Owner's behalf at the relevant time.
20. Emergency call out: if a situation arises at the Property which requires your urgent attention, OAB will endeavour to contact you and may ask you to attend the Property as soon as possible. However, if OAB is unable to contact you or if we contact you but you are unable to attend the Property then OAB personnel will attend the Property and reserves the right to charge a call-



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out fee of £50 (for visits of up to one hour) plus £25 for each additional hour.

21. Property uninhabitable: If OAB or the Tenant finds the rental property to be uninhabitable for reasons not caused by OAB or the Tenant (e.g. infestation, unclean, leaks and similar) OAB has the right to move the Tenant to alternative accommodation at the Owner's expense.
22. Insurance: The Owner shall ensure that it has and maintains the following insurance policies for the duration of the Tenancy, and provides a copy of the relevant policies to OAB on OAB's request:
- Buildings and contents;
  - Public liability to a value of £2,000,000.

23. Compliance with the law: The Owner shall ensure that the Property complies with all relevant laws, regulations and standards (including, without limitation, those relating to electricity, gas installations and furnishings) and that the appropriate regulatory measures are complied with in relation to the provision of fire extinguishers and smoke alarms.

### **Every home will need to have:**

- one smoke alarm in the room you spend most of the day, usually your living room**
- one smoke alarm in every circulation space on each storey, such as hallways and landings**
- one heat alarm in the kitchen**

**All smoke and heat alarms should be mounted on the ceiling and be interlinked.**

If you have a carbon-fuelled appliance, like a boiler, fire, heater or flue you must also have a carbon monoxide

detector. This does not need to be linked to the fire alarms.

For more information, [Make sure your home is fire safe - mygov.scot](https://www.mygov.scot)

The Owner should contact OAB without delay if it requires any further clarification on these requirements in relation to the Tenancy. The Owner shall ensure that any surveillance cameras at the Property shall be operated in accordance with all relevant laws, regulations and standards (including, without limitation all privacy and data protection laws).

24. OAB no obligation to guarantee a Tenant: For the avoidance of doubt the arrangements set out above do not constitute any obligation on the part of OAB to source a Tenant for the period of the Event at the Property.
25. Disputes between Owner and Tenant: If any dispute arises between the Owner and the Tenant (for example, concerning any damage to items in the Property) then OAB will do its best to sort the problem out but is not responsible for reaching a resolution with the Tenant. Instead, the Owner may be required to seek independent legal advice in order to enforce the terms of the Tenancy Agreement against the Tenant.
26. Legal right to grant the Tenancy: The Owner confirms his legal entitlement to enter into this agreement and to grant a Tenancy at the Property.
27. Nothing in these terms shall be deemed to limit or exclude OAB's liability for death, personal injury, fraud, fraudulent misrepresentation, or for any other liability that may not be limited or excluded by law.
28. These agency terms shall be interpreted in accordance with Scottish



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Law. The Scottish courts shall have exclusive jurisdiction in hearing any claims in relation to these terms.

29. If any term in the agreed Tenancy Agreement differs from the equivalent term in these Terms of Business, then the term in the Tenancy Agreement shall take precedence

**I have read and agree to these Terms of Business**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Property reference number:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Legal Owner's Signature (per property deeds):** \_\_\_\_\_