

SHORT / LONG LET AGREEMENT

SECTION 1: PARTY DETAILS

City Relay Limited (City Relay)	City Relay Limited a company registered in England under number 09487093 and whose registered office is at City Relay, 13 Hillgate House, Notting Hill, London, W8 7SP
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Client Name (The Client)	James Aitchison
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Client Email Address	james.aitchison@emwmanagement.com
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Client Address	First Floor South, Hanaevilla, 30 Stubbs Road, HK
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Client Telephone No.	852 9010 9871
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Address of the Property(ies), including the flat number and floor.	Flat 32, 51 Packington Street, London N1 7FZ
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*you may at any time during the term of our appointment request that we provide Services in respect of additional properties. We will confirm whether the Service Request is accepted or rejected as soon as reasonably practicable after receipt of your Service Request. If the Property is in London and you choose the Short Let Service Option, please read and fill out the form in Schedule 6.

SECTION 2: OUR SERVICE OPTIONS

Please answer yes / no to confirm your Service Option(s) for the Property. You may at any time during the term of our appointment request an alternative Service Option for the Property to the Service Option chosen on the date of this Contract. We will confirm whether the Change Request is accepted or rejected as soon as reasonably practicable following receipt of your Change Request together with (where applicable) details as to when we will commence providing Services in relation to the alternative or additional Service Option.

Response
(Yes/No)

Short/Mid Let Service Option	YES/NO
(Up to 6 months)	Yes

Long Let Service Option	YES/NO
(More than 6 months)	Yes

SECTION 3: SCHEDULES

SCHEDULE 1: SHORT LET SERVICES

Marketing Services

- 1) Create, manage and control all the marketing aspects of the Property.
- 2) Take 25 high quality pictures of the Property and surrounding area.
- 3) Prepare a description of the Property, amenities and nearby activities.
- 4) Provide the potential Guest with accurate information regarding the Property.
- 5) Perform daily automated intelligent pricing.
- 6) Create a calendar showing the availability of the Property to which you will have access.
- 7) List the Property on our major partner websites and in more than 30 different paid channels. These include but are not limited to AirBnB, Booking.com, Tripadvisor, HolidayLettings, Wimdu, Housetrip, and HomeAway.
- 8) Manage, control and update every detail of the Property listing in order to optimise the content and make it more persuasive to attract more potential Guests.
- 9) Respond and otherwise manage all the booking inquiries that City Relay receives and provide you with updates on confirmed bookings.

Management Services

- 1) Organise the check-in and welcome the Guest at the reception desk or directly at the Property.
- 2) Actively manage bookings.
- 3) Provide Guest support 24 hours a day, 7 days a week
- 4) Check-out for Guests.
- 5) Hospitality package which includes but is not limited to: professional hotel-style cleaning, toiletries, coffee and tea, bathmat, tea towels, toilet rolls, kitchen rolls, linen and towels.
- 6) Maintenance of the property within scope of this Agreement
- 7) Enable the Client access to manage the property availability calendar through the Lodgify platform.

Client Fees

1) The onboarding process includes photography, a 3D virtual tour, inspection, and marketing, which is priced at £500 plus VAT. Additionally, the initial cleaning fee is determined by the size of the property and will be handled by the onboarding manager.

The onboarding process will cost £250 as agreed.

2) If there are no bookings made within a 3 month period, the Client will be responsible for paying the Onboarding Fee in its entirety.

3) Photoshoots cancelled with less than 24 hours' notice will be charged in full.

4) Pre or post tenancy cleaning fee. This fee relates only to the initial clean before letting starts and the final clean when letting ends (for example if you choose to use the property for your personal use). This does not apply to cleans between guest bookings which are covered by the guest. The fee will vary depending on the size and the condition of the Property.

5) In case of Maintenance Work the Client will be charged for the costs of such work (with a minimum fee of £65 per call out which includes at least 1/2 hour labour).

6) City Relay's commission for confirmed bookings is 15% + VAT on the net rent received after the deduction of booking platform fees.

For confirmed bookings over six months, the commission is 8% + VAT on the net rent received after the deduction of booking platform fees for the first year of tenancy and 10% + VAT for the remaining years. However, the commission paid will never be less than £60 per booking.

7) In the case of any refund, we will refund up to a maximum of our earned commission.

8) All booking platforms charge a commission on bookings. For all direct bookings, Guests are charged 5% commission.

9) All Fees and Charges will be deducted from your monthly statement.

10) The Guest is responsible for the Booking Platform Fees. City Relay will coordinate the payment on behalf of the Client.

Guest Fees

1) Cleaning will be charged to the Guest for all bookings confirmed by City Relay.

2) City Relay will charge the Guest for any extra services provided in addition to cleaning.

Payment Terms & Conditions

1) You will receive your net income within the first 14 working days of the month for any checkouts completed in the previous month. It will come with a personal statement that will

include your gross and net income per booking and any additional expenses where it is relevant.

2) Client Fees and all other Charges will be deducted from the statement applicable for the month running.

Cancellation and Relocation Fees

If the Client cancels:

- 1) More than 6 months before check-in: cancellation is free of charge.
- 2) 6 months to 14 days before check-in: The Client will be charged 50% of the gross amount of the booking per cancellation.
- 3) Within 14 days of check-in: The Client will be charged the whole gross amount of the booking.

Any applicable cancellation Fees are automatically deducted from your next payout. All cancellations should be communicated and confirmed by written notice only.

If the property maintenance, defaults, works, or other conditions make the property unsafe or unable to meet the obligations of the agreement, the guest may be relocated. The relocation may result in a price difference from the original property, and relevant cancellation fees will still apply.

SCHEDULE 2: LONG LET SERVICES

Let Only Services

1) Arranging: Marketing, viewings, referencing, right to rent checks, utility conversion, deposit protection, creation of tenancy agreement

The Client will be responsible for (without limitation)

- 1) Professional clean, inventory report.
- 2) All issues raised during the tenancy and
- 3) End of tenancy process.

Fully Managed Services

- 1) Arranging: Marketing, viewings, referencing, right to rent checks, utility conversion, deposit protection, creation of tenancy agreement, inventory report, bill conversion, check-in.
- 2) Being the first point of call and managing issues raised during the tenancy that require the landlord to take action.
- 3) End of tenancy process.

The following services may be provided to you / Landlord upon request at additional cost

- 1) Deep Clean (at the start and/or end of the tenancy)
- 2) Check-in inventory report: (varies on number of bedrooms)
- 3) Check-out inventory report: (varies on number of bedrooms)

Additional Services

If you would like us to undertake one or more additional services for you, we will notify you of the additional cost including any markup prior to undertaking such services.

Marketing Services

The marketing services which we will provide as part of both the Fully Managed Services and Let Only Services will comprise

- 1) Creating, managing and controlling all marketing aspects of the Property
- 2) Arrange for photos taken of the Property
- 3) Prepare a description of the Property and location
- 4) List the property on portals such as but not restricted to City Relay, Zoopla, Rightmove, OpenRent
- 5) Ensure adverts remain updated
- 6) Manage all enquiries received in relation to the adverts for the Property.

Long Let Standard Fees and Charges

Let only

£225 +VAT (tenancy set up fee includes referencing, marketing, contract creation)

The relevant tenant of the property will be required to pay 8% + VAT of the rent per month during the first year of the tenancy. Subsequently, the tenant will be required to pay 10% + VAT of the rent per month after the first year of tenancy.

Fully managed

£225 +VAT (tenancy set up fee includes referencing, marketing, contract creation)

The relevant tenant of the property will be required to pay 8% + VAT of the rent per month during the first year of the tenancy. Subsequently, the tenant will be required to pay 10% + VAT of the rent per month after the first year of tenancy.

Rent Guarantee Protection. This option requires an upfront payment of £220 annually, which fully covers rent up to £2500 pcm. There is no excess payment, and the protection can be claimed after 30 days in arrears right up to eviction. Additionally, there is £100,000 legal expense cover included. In case of damages caused by the tenant, the Rent Guarantee Protection will cover up to 75% of the rent for two months while the property is being renovated for re-let

Maintenance

The Client will be charged for all Maintenance Work undertaken in relation to the Property (with minimum fee of £65 per call out inc. at least 1/2 hour labour). Materials are charged at a 25% markup, plus a sourcing fee of £20.

All fees become payable once an offer has been agreed by the Client and Tenant for the Property. If you have selected the fully managed package, the set up cost and monthly commission rate will be deducted from the rent before the remainder of the balance is transferred to you. If you have selected the Tenant source of let only package you must pay the fees agreed into City Relay before we can release any information or sign a Tenant up.

SCHEDULE 3: GENERAL CONDITIONS

1. INTERPRETATION

1.1 Definitions

For the avoidance of doubt, any of the following definitions when used as singular also apply as plural

Agreement refers to this document

Booking Platforms refers to the platforms used for Guests to book stays at the Property. These may include but are not limited to Airbnb, Booking.com and City Relay's own platform

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges means any Fees, expenses or other charges (including but not limited to, any third party costs) payable by the Client for and/or in connection the supply of the Services by City Relay, as set out in the Schedules to this Contract.

Client means the client as named in Section 1 of this Agreement

Conditions General Conditions, Short Let Conditions and Long Let Conditions (as each is defined in the Contract Schedule) and any one of them.

Contract means the contract between the Client and City Relay for the supply of the Services in accordance with the Contract Details, the Conditions and any Schedules.

Fee notice means the communication from City Relay to the Client in relation to any changes in Fees

Fees means the fees payable to City Relay for the Services as set out in Service Option Schedule.

Guest means any individuals who stay at the Property as booked within the scope of this Agreement with regards to short letting

Law means any applicable laws, regulations, requirements, regulatory constraints, obligations, proclamations, rules (including binding codes of practice and statement of principles incorporated and contained in such rules), or applicable judgment of a relevant court of law which is a binding precedent, in each case in force in any jurisdiction that is or may be applicable to this Contract.

Letting Agreement is the separate agreement that will be put in place between the Tenant and Client with regards to the long letting services.

Long Let Service Option shall have the meaning given to it in Section 2.

Maintenance Work means any work conducted by City Relay to fix any issues including but not limited to damage to the property, fittings, furnishings and replacement of faulty items such as light bulbs.

Onboarding Fee is the initial fee paid by the Client to City Relay which covers the initial clean and professional photography of the Property

Property means those properties listed in the "Property(ies)" section of the Contract Details and any other property in respect of which City Relay agrees to provide Services from time to time.

Retained Maximum Expenditure Limit means that City Relay Limited has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the **Services** means the services referred to in Section 2 in relation to the Short Let Service Option and the Long Let Service Option.

Service Option shall have the meaning given to it in Section 2.

Service Option Schedule means Schedule 1 in relation to the Short Let Service Option and Schedule 2 in relation to the Long Let Service Option.

Short Let Service Option shall have the meaning given to it in Section 2.

Tenant means any individuals who stay at the Property as booked within the scope of this Agreement with regards to long letting

Term shall have the meaning given to it in clause 2 of these General Conditions.

Year means each 12 month period during the Term, the first such period shall commence on the date of this Contract.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes fax and email.

1.5 All monetary values in this Agreement are in GBP (British pounds) unless stated otherwise.

2. COMMENCEMENT AND TERM

2.1 The Contract shall commence on the date that it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than two months written notice to terminate (the Term).

2.2 City Relay reserves the right to update the terms of the Contract from time to time in line with the market and in order to improve our Services. In the event of any changes to the Contract, City Relay will provide the Client with at least 30 days written notice. The updated Contract will be available at all times on the City Relay website under 'Client Terms'.

3. SUPPLY OF SERVICES

3.1 City Relay shall supply the Services in respect of the Property to the Client in accordance with the terms of this Contract.

4. CHARGES AND PAYMENT

4.1 In consideration for the provision of the Services, the Client shall pay City Relay the Charges in accordance with this clause 4.

4.2 The Client shall pay the Charges, in accordance with the terms set out in the relevant Service Option Schedule and in any case within 30 days of invoice or income / fee statement.

4.3 If the Client fails to make any payment due to City Relay under the Contract by the due date for payment, then, without limiting City Relay's remedies under clause 6 (Termination),

the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate, but at 4% a year for any period when that base rate is below 0%.

4.4 City Relay shall be entitled to increase the Fees following the expiry of each Year of the Term on giving 30 days prior written notice to the Client (Fee Notice), each such increase shall take effect on the later of:

4.4.1 the expiry of the Fee Notice; and

4.4.2 the first day of the Year to which the Fee Notice relates.

5. LIMITATION OF LIABILITY

5.1 The restrictions on liability in this clause 5 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

5.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

5.2.1 death or personal injury caused by negligence; and

5.2.2 fraud or fraudulent misrepresentation.

5.3 Subject to clause 5.2, City Relay's total liability to the Client in relation to and/or arising out of any Services provided or to be provided in relation to a Property shall not exceed the lower of:-

5.3.1 the reasonable costs of obtaining replacement Services in relation to that Property; and

5.3.2 the average cost of one month's Fees for the Services provided in relation to that Property.

5.4 Subject to clause 5.2, the types of loss listed in this clause are wholly excluded and non-recoverable by the parties:

5.4.1 loss of profits;

5.4.2 loss of sales or business.

5.4.3 loss of agreements or contracts.

5.4.4 loss of anticipated savings.

5.4.5 loss of use or corruption of software, data or information.

5.4.6 loss of or damage to goodwill.

5.4.7 indirect or consequential loss.

5.5 City Relay is not liable for any delays or failure to pay the Client if these are caused by the same from the Booking Platforms.

6. TERMINATION

6.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

6.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

6.1.2 the other party takes any step or action in connection with its entering into bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

6.1.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other

party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

6.2 On termination of the Contract for whatever reason:

6.2.1 the Client shall immediately pay to City Relay all of City Relay's outstanding unpaid invoices and interest and, in respect of Services supplied and/or Charges incurred but for which no invoice has been submitted, City Relay may

submit an invoice, which shall be payable immediately on receipt;

6.2.2 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or

after termination of the Contract shall remain in full force and effect; and

6.2.3 termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that

have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

7. GENERAL

7.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

7.2 Assignment and other dealings.

7.2.1 The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without City Relay's prior written consent.

7.2.2 City Relay may at any time assign, transfer, charge, subcontract, declare a trust.

7.3 Entire agreement

7.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.3.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

7.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7.5 Waiver

7.5.1 A waiver of any right or remedy under the Contract or by Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

7.5.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

7.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause 7.6 shall not affect the validity and enforceability of the rest of the Contract.

7.7 Notices.

7.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

7.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

7.7.1.2 sent by email to the address notified to the parties from time to time.

7.7.2 Any notice shall be deemed to have been received:

7.7.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

7.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

7.7.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of

receipt, when business hours resume. In this clause 7.7.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

7.7.3 This clause 7.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7.8 Third Party Rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

7.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

7.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

8. OVERSEAS CLIENTS/HOSTS

8.1 When letting Property and collecting rents / income derived from letting of the Property for Clients living overseas (non-UK resident landlords), City Relay is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 (as may be superseded from time to time) to deduct monies (at the basic tax rate) to cover any tax liability, unless the Client has been authorised in writing by HM Revenue & Customs to receive rent gross.

8.2 A standard annual charge will be made for this work and administration expenses may be charged by City Relay for further work requested by the Client, the Client's accountant or the Inland Revenue in connection with such tax liabilities. In many cases, a Client's tax liability is minimal when all allowable costs are deducted.

9. DATA PROTECTION

9.1 Collecting personal information

9.1.1 We may collect, store and use the following kinds of personal information:

- (a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
- (b) information that you provide to us as necessary for the provision of your selected Service Options within this Agreement;
- (c) the information contained in or relating to any communication that you send to us or send through our website or other digital channels such as email;
- (d) any other personal information that you choose to send to us

9.1.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

9.2 Using personal information

9.2.1 Personal information submitted to us will be used for the purposes specified in this Agreement.

9.2.2 We may use your personal information to:

- (c) send statements, invoices and payment reminders to you, and collect payments from you;
- (d) send you relevant communications as needed within the scope of this Agreement;
- (c) manage your property, bookings and other processing as required to fulfil our obligations within this Agreement;
- (e) send you our email newsletter, if you have requested it (you can inform us at any time if you wish to unsubscribe);
- (f) send you marketing communications relating to our business which we think may be of interest to you (you can inform us at any time if you no longer require marketing communications);
- (g) for security and to prevent fraud;

9.2.5 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

We will share information with our payment services provider only to the extent necessary for the purposes of processing payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

9.3 Disclosing personal information

9.3.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Agreement.

9.3.2 We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this Agreement.

9.3.3 We may disclose your personal information:

(a) to the extent that we are required to do so by law;

(b) in connection with any ongoing or prospective legal proceedings;

(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

(d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and

(e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

9.3.4 Except as provided in this policy, we will not provide your personal information to third parties.

9.4 International data transfers

9.4.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

9.4.2 Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China and India.

9.4.4 You expressly agree to the transfers of personal information described in this Section 9.

9.5 Retaining personal information

9.5.1 This Section 9.5 sets out our data retention policies and procedures, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

9.5.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

9.5.3 Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:

(a) to the extent that we are required to do so by law;

(b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and

(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

9.6 Security of personal information

9.6.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

9.6.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

9.6.3 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

9.6.4 You are responsible for keeping any passwords you use for accessing our digital platforms confidential; we will not ask you for your password (except when you log in to our website).

9.7 Guest data

9.7.1 We will also collect data on the Guests and this will also be processed as per this clause 9.

SCHEDULE 4: SHORT LET CONDITIONS

1. INTERPRETATION

1.1 The definitions in the Contract Details, General Conditions and in this clause 1.1 shall apply in these Short Let Conditions.

Guest(s) means a person(s) who lets the Property as a result of the Services.

Rental Period means the period over which the Client instructs City Relay to let the Property to one or more Guests.

2. SERVICES

2.1 Subject to clause 3.3 of these Short Let Conditions, the Client appoints City Relay to market and manage the Property for the Rental Period.

2.2 In order to enable City Relay to perform its obligations under this Contract, the Client (a) authorises City Relay to enter the Property for the purpose of this Contract, and (b) shall

provide City Relay with any co-operation, assistance, and/or access to such information/documentation as may be required by City Relay for the proper performance of the Services.

3. THE PROPERTY

3.1 The Client warrants, represents and undertakes that he has (a) the legal right to let the Property, and (b) acquired all the necessary permits, licenses, certificates and consents as required by Law to let the Property (which for the avoidance of doubt, shall include, but shall not be limited to, an appropriate planning consent).

3.2 The Client shall comply with the Law in respect of the Property.

3.3 It shall be the Client's sole responsibility to comply with the Law in respect of the Property.

3.4 City Relay shall have no responsibility whatsoever of conducting any checks to verify if the Client has complied with this clause 3.

3.5 The Client shall indemnify City Relay against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by City Relay arising out of or in connection with the Client's failure to comply with the provisions of clauses 3.1, 3.2, 3.3 and 3.4.

4. CLIENT OBLIGATIONS

4.1 The Client shall:-

4.1.1 keep the calendar specified by us from time to time and other platforms updated to show any nights the Property is not available during the Rental Period; and

4.1.2 update the calendar specified by us from time to time and other platforms to note that Property as unavailable for letting if the Property does not have the requisite planning consent to be used as a short let and/or the "90 day rule" ceases to apply as a result of the Property being let for 90 nights or more in the relevant calendar year.

4.2 If the Property is shown as available, City Relay shall be free to rent the Property within the availability window and every booking shall be binding on the Client.

4.3 The Client shall provide (a) City Relay with a master set of at least 4 keys to the Property, (b) a current and valid Gas Safety Certificate and an EPC (Energy Performance Certificate) (City Relay can obtain such a Gas Safety Certificate for £100 if the Client does not have one), (c) the furniture and furnishings, including eating utensils and electrical appliances, (d) Wi-Fi access, and (e) any other items that City Relay requires to ensure that a Guest's stay is comfortable and as advertised.

4.4 During the Term, the Client shall (a) ensure that the Property is fit for human habitation, (b) maintain the Property and all furniture and furnishings from wear and tear.

4.5 The Client shall pay any and all utility bills, council tax and any other charges arising out of or in connection with the Property including gas, electricity, internet, trash collection, water, telephone, television, cable and all other similar public Services, including installation, connection and disconnection charges.

4.6 The Client shall be responsible for (a) repairing any damages to the Property and (b) replacing any missing property from the Property. The Client shall bear any costs and expenses arising out of or in connection with the aforesaid that are not covered by the costs charged to the Guests.

4.7 The Client shall maintain in force insurance to cover its liabilities under this Contract including personal injury and Property damage occurring in the Property, which policies shall be made available to City Relay upon signature of this Contract and upon request by City Relay at any time during the term of this Contract. City Relay offers an insurance product and more detail can be found on this in Section 2 of this Agreement..

4.8 The Client shall not (a) enter the Property or otherwise disturb the Guest without City Relay's prior written consent whilst the Guest is occupying the Property; or (b) interfere with a Guest's reservations.

4.9 The Client shall immediately notify City Relay upon becoming aware and/or notified (and make reasonable enquiries where appropriate) if there are any planned and/or ongoing works and/or maintenance which may affect the personal enjoyment of the prospective Guest. Depending on the severity of such works and/or maintenance, City Relay reserves the right to offer a discount on the rental amount to the Guest for any resulting disturbance, and/or if necessary, to relocate them to another Property.

4.10 In the event of a credit card dispute resulting in a chargeback the Client will be liable to refund any income received for the disputed rental period up to the lesser of the rent received or the full amount of the chargeback. City Relay warrants to act in a timely and professional manner to minimise any such chargebacks. Our merchant bank has up to 2 years to dispute charges.

4.11 City Relay will charge a 3% handling fee when payments are taken by credit card on behalf of the Client

4.12 The Client shall make City Relay aware of any recording devices in or around the Property before the Property is made available for Guests and if one is added at any time City Relay must be notified at least one month in advance.

5. GUEST BOOKINGS

5.1 The rental rates are set by City Relay employing sophisticated revenue management techniques, subject to the mutually agreed minimum rental rate.

5.2 In the event that City Relay Revenue Management System does not generate a reasonable amount of bookings within a week of the Property being listed, City Relay

together with the Client shall both agree to a new minimum price in order to boost the performance of the Property.

5.3 City Relay makes no representation whatsoever to the Client about the amount of rental income the Client may anticipate receiving under this Contract.

5.4 All Booking Platforms charge a commission on bookings. For all direct bookings through City Relay, Guests are charged 5% commission. These charges are for Guests and do not affect Client fees, commissions or any other commercial terms within this Agreement.

6. GUEST DISPUTES

6.1 If a dispute arises with a Guest regarding the Property, on or after taking possession and for any reason, City Relay shall manage the issue with the Guest. The Client shall be involved only for maintenance issues over the amount of £250, or if the disputes concern the state of the Property and are not linked to City Relay Services. City Relay staff will do their utmost to contact the Client.

6.2 City Relay reserves the right to issue refunds to the Guest if disputes arise regarding the state or condition of the Property.

6.3 For any Maintenance Work up to £250 per job, City Relay reserves the right to fix the issue without prior communication with the Client in order to provide an efficient Service.

6.4 The minimum price for Maintenance Work is £65 with an additional £30 for each 1/2 hour spent in the Property after the first 1/2 hour.

7. CANCELLATION

7.1 The Cancellation Fees as set out in the Short Let Option Schedule shall apply to any:-

7.1.1 reservations cancelled by the Client;

7.1.2 reservations which are cancelled as a result of the termination of this Contract by the Client;

7.1.3 reservations which are cancelled as a result of the expiry or termination of this Contract by City Relay in accordance with clause 6 of the General Conditions.

7.2 If City Relay cancels or ends the Agreement otherwise than in accordance with clause 6 of the General Conditions then the Client isn't liable for booking Cancellation Fees.

7.3 If the Contract is terminated by City Relay, then all details of any future bookings will be passed onto the Client, and the Client agrees to make best endeavours to honour existing bookings.. Any funds received from future bookings will be paid promptly by City Relay to the Client.

8. DISCLAIMER AND YOUR LIABILITY

8.1 You understand and agree that City Relay does not act as an insurer and that you shall obtain the appropriate insurance for the Property and its contents. City Relay can arrange specialist insurance on your behalf. See Section 2 of this Agreement for further details.

8.2 You also agree and understand that we are not providing investment advice or real estate advice and that you shall make your own independent decision on whether short lets are the right solution for you.

8.3 City Relay will not be held responsible for lost opportunity cost or loss of should the Client get any bookings for whatever reason. Nor are City Relay liable for the suitability of the Guest.

8.4 City Relay will use reasonable care to identify any issues that are readily apparent on inspection of the Property, however City Relay will not be responsible for the condition, safety or security of the Property. The Client is solely responsible for such conditions, safety and security and compliance with all laws, rules and regulations applicable to the Property as per Schedule 4 Clause 3..

8.5 The Client will be liable to the Guest in respect of the quality, safety and description of the Property and will also be responsible for ensuring that the Property is both available on the dates which have been booked and is in the condition as listed or described.

8.6 The Client agrees to indemnify and hold City Relay harmless from and against any claims, liabilities, damages, losses and expenses including (without limitation) reasonable legal fees, arising out of, or in connection with, any breach by The Client of this Contract or the terms of any Agreement they may have in place with the booking platform from time to time.

8.7 Should the Client contract directly with a Guest, City Relay will not be liable in respect of any matter arising which relates to a booking between the Client, and a Guest which includes the breakage of any items at the Property caused by the Guest or due to reasons beyond City Relay's reasonable control.

8.8 City Relay will not be liable for the provision of services by third parties (any "Third Party Supplier") including those who provide maintenance services or any other maintenance or repair services that City Relay book on the Client's behalf.

SCHEDULE 5: LONG LET CONDITIONS

1. GENERAL AUTHORITY

1.1 The Client confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease.

1.2 The Client authorises City Relay to carry out the duties of the Property management as listed in the Long Let Service Option Schedule.

1.3 The Client agrees that City Relay may take and hold deposits and comply with the requirements of any deposit protection scheme that may apply to the deposit.

1.4 It is declared that City Relay may earn and retain any commission on insurance policies issued, works carried out and interest on deposits held.

2. MAINTENANCE

2.1 The Client agrees to provide the Property in a good condition ready to let, and that the Property and all soft furnishings conform to the current fire & safety regulations.

2.2 The Client agrees to make City Relay aware of any ongoing maintenance problems.

2.3 Subject to a Retained Maximum Expenditure Limit of £250, on any single item or repair, and any other requirements or limits specified by the Client, City Relay will administer any miscellaneous Maintenance Work that needs to be carried out on the Property.

2.4 For expenditure in excess of the agreed limits, City Relay will request authorisation in advance. It is agreed that in an emergency or for reasons of contractual or legal necessity City Relay may reasonably exceed the limits specified, where reasonable endeavours have been made to contact the Client.

2.5 The Client agrees to indemnify City Relay for any and all costs, expenses and or charges incurred by City Relay in connection with any Maintenance Work (emergency work or otherwise) carried out by it or on the Client's behalf.

2.6 City Relay endeavours to select competent tradesmen at reasonable prices but cannot guarantee the standard of workmanship or any liability arising thereof, although The Client retains the right to pursue any claim against appointed tradesmen for substandard work.

2.7 By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. City Relay can carry this out on The Client's behalf and administer the necessary inspection and maintenance records. The cost involved will be debited to The Client's account.

2.8 If the Property is vacant when adverse weather conditions occur, there may be frost damage to water or heating systems and sanitary appliances. The Client is strongly recommended to take all necessary action to protect the Property from such risks, or to instruct City Relay to put in hand any necessary works on The Client's behalf. City Relay accepts no responsibility or liability for damage caused in these conditions

3. COUNCIL TAX

3.1 Payment of council tax is the responsibility of the Tenant in the Property unless agreed otherwise.

3.2 Clients should be aware that where a Property is empty or let as holiday accommodation, the responsibility for payment of council tax then rests with the owner of the Property (The Client).

4. UTILITY SERVICES (IN FULLY MANAGED SERVICE)

4.1 City Relay will take meter readings whenever possible at each change of occupation in the Property and inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for City Relay to do this on the Tenant's or Client's behalf.

4.2 Clients should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address as it is not always possible to rely on Tenant to forward mail.

5. INVENTORY (IN FULLY MANAGED SERVICE)

5.1 Should it be necessary, City Relay will use an external company to prepare an inventory report of the Property and a markup will be added to the initial charge for our administration and facilitation of the inventory. Furthermore, the total fee will depend on the size of the inventory.

5.2 The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, curtains, mirrors, sanitary ware and other articles that, in the opinion of City Relay and its partners, need regular checking

5.3 Clients should not leave any articles of exceptional value in the Property without prior arrangements with City Relay.

5.4 The standard inventory service includes a schedule of conditions of the Property. The Client can provide City Relay with an inventory if preferred.

5.5 City Relay cannot accept any liability for omissions or errors on the inventory.

6. LETTING AGREEMENT

6.1 Our Services include the preparation of a Letting Agreement in City Relay's standard form. Should the Client, his advisors or mortgagees require amendment of the Letting Agreement or require City Relay to enter into further work or correspondence, a fee for this extra work may be requested.

6.2 City Relay will send the Letting Agreement to you to sign before letting the Property.

7. INSPECTIONS (IN FULLY MANAGED SERVICE)

7.1 City Relay will normally carry out periodic inspections. It is not the intention to check every item on the inventory at this stage; the inspection is concerned with verifying the good order of the tenancy (i.e. Property being used in a "Tenant-like" manner) and the general

condition of the Property. This would normally include inspection of the main items (carpet, walls, cooker, main living areas etc). Where these are felt to be unsatisfactory, a more detailed inspection may be conducted.

7.2 Following the departure of Tenants, a final inspection of the Property will be carried out by City Relay.

7.3 Testing of electrical appliances, heating and plumbing is not feasible during the inspections referred to in clause 7.1 and 7.2 above; a qualified contractor may be appointed at the Client's cost for this purpose should it be requested by the Client.

7.4 Any deficiencies or dilapidations which fall beyond the Tenant's responsibility would normally be submitted to the Client for approval and where the Client requests those deficiencies or dilapidations be remedied, any remedial work will be undertaken at the Client's cost and expense.

7.5 City Relay will have sole discretion to determine whether a deficiency or dilapidation is a Tenant responsibility or a Client responsibility.

8. HOLDING FEE

8.1 A holding fee is generally taken from a Tenant applying to rent a Property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect City Relay against any administrative expenses (taking out references, conduction viewings) that may be incurred should the Tenant decide to withdraw the application. The holding fee is generally equivalent to two weeks of rent.

8.2 The holding fee does not protect the Client against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable. Early acceptance of rent from the applicant would not be advisable until satisfactory references have been received.

8.3 Clients should notify City Relay where they wish a larger security fee or deposit to be carried to protect against loss of rents.

8.4 If the tenancy proceeds, the holding deposit will be used towards the deposit.

9. TENANCY DEPOSITS

9.1 Upon signing the tenancy agreement, City Relay will take a dilapidations deposit from the Tenant(s) in addition to any rents due. The purpose of the dilapidations deposit is to protect the Client against loss of rent or damage to the Property during the tenancy itself. These deposits will be kept in a separate secure client account ready for refunding to the Client (less any charges due) at the end of the tenancy.

9.2 In accordance with the Tenancy Deposit Legislation, the deposit will be administered in the appropriate manner. City Relay is a member of The Deposit Protection Service, with whom any deposits collected by City Relay will be registered and protected within 30 days. Should the Client wish to protect the deposit, City Relay will require proof that the Client is a member of one of the government approved deposit protection schemes.

9.3 City Relay will attempt, by negotiation, to resolve any deposit disputes between the Client and the Tenant. Where the deposit is subject to statutory tenancy deposit disputes between the Client and the Tenant. Where the deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an Alternative Dispute Resolution (ADR) process. There will be an additional fee charged for administering the dispute.

9.4 The Client authorises City Relay to make appropriate deductions from the rental cleaning, repair or other costs. These can be disbursed at the end of the tenancy.

10. RENT COLLECTION

10.1 City Relay will produce a Client statement showing a clear breakdown for all rental income received minus any items of expenditure, costs and expenses referable to the Services and will pay over the net balance to the Client by BACS. Client statements will be produced on or before the 15th of every month.

11. INSTRUCTIONS

11.1 It is agreed that any instructions from the Client to City Relay regarding the termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to City Relay in writing.

12. CONSEQUENCES OF TERMINATION

12.1 In the event that the Client withdraws from this Contract prior to City Relay obtaining a Tenant, the Client will be liable for the advertising and inventory costs incurred by City Relay or £200 including VAT (whichever is the greater sum), except in the circumstances where City Relay has found a suitable Tenant who has not yet taken occupation, in which case the Client will be charged a fee equivalent to one month's rent.

12.2 If the Client wishes to terminate City Relay's management on any individual Property, City Relay must be given two months' notice and the fees for the full term as per the Letting Agreement remain payable.

12.3 The Client shall provide City Relay with any requirements for return and repossession of the Property at the earliest opportunity.

12.4 Clients should be aware that any tenancy agreement entered into on the Client's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Client as soon as possible.

12.5 Clients should be aware that the legal minimum notice period to Tenants under assured tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

13. SAFETY REGULATIONS

Warning: You should read and understand these obligations before signing this agreement. The letting of Property is now closely regulated with respect to consumer safety.

13.1 The Law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installation within a property, and with respect to the safety of furniture and soft furnishings that are also provided. The Client's attention is drawn, in particular to the following regulations (each as may be amended or superseded from time to time)

13.1.1 Furniture & Furnishings (Fire)(Safety) Regulations 1988 (amended 1989 and 1993)

13.1.2 General Product Safety Regulations 1994

13.1.3 Gas Safety (Installation and Use) Regulations 1988

13.1.4 Electrical Equipment (Safety) Regulations 1994

13.1.5 Plugs & Sockets (Safety) Regulations 1994.

13.2 The Client confirms that he/she is aware of the obligation on him as a landlord under the Regulations and all other obligations as may be applicable at Law. It is agreed that the Client shall ensure and shall procure that the Property is made available for letting in a safe condition and in compliance with all Laws (including and without limitation, the above mentioned Regulations).

14. SALE OF PROPERTY

14.1 In the event a party introduced by City Relay (or any person or body corporate associated with that party) subsequently purchases the Property, whether before or after entering into a Tenancy Agreement, commission shall be payable by the Client to City Relay on completion of the sale at the rate of 1% of the eventual sale price, plus VAT or £1,000 plus VAT (whichever is the higher).

15. INSURANCE

15.1 The Client shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let, whether furnished or unfurnished. City Relay can arrange specialist insurance on your behalf. See Section 2 of this Agreement for further details.

15.2 City Relay would normally be responsible for the administration of any claims arising during the period of management, where the Property is being managed under our management package, and would be subject to an additional charge.

16. RENT GUARANTEE

16.1 City Relay shall not be held responsible for any unpaid rent by the Tenant(s).

16.2 Any rent guarantee & legal protection cover purchased will be the responsibility of the Client, and claims will be dealt with directly through the insurance provider.

17. LEGAL PROCEEDINGS

17.1 Any delays of payment or other defaults by the Tenant will be acted on by City Relay in the first instance.

17.2 Where City Relay has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Client will be advised accordingly. A solicitor would then be appointed and instructed by the Client (except where City Relay is unable to contact the Client after making reasonable endeavours to do so, in which case City Relay is authorised to instruct a solicitor on the Client's behalf).

17.3 The Client is responsible for payment of all legal fees and any related costs.

18. HOUSING BENEFIT

19.1 City Relay does not operate with housing benefit unless it is the wish of the Client.

19. SERVICES TO TENANTS

19.1 City Relay may offer to arrange using companies with which it has partnered including but not limited to utility provider conversion, housekeeping, small maintenance, other financial services, mortgages, estate agency and other related services for the prospective and current Tenants and shall be entitled to receive commission in respect of any such services arranged.

19.2 The Client will not be entitled to any share of the commissions or any reduction fees.

20. KEY HOLDING

20.1 City Relay will require a set of keys which will be securely held by City Relay and made available to carefully vetted contractors when required. This will also facilitate Property inspections and allow City Relay to gain access to the Property if there is an emergency and the Tenant is not available.

21. CLIENT MONEY

All monies are held in City Relay's designated client bank account, for which no interest will be paid.

22. DATA PROTECTION

All information concerning Clients or Tenants details are confidential, and the information will be held by City Relay strictly in accordance with the provisions of the Data Protection Act and any amendments thereto.

SCHEDULE 6: SHORT LET OPTION

90 Day Rule Form (London Only)

If you have chosen the "Short Let Service Option" you may use this form to provide confirmation as to whether you have permission to let your Property (to one or more Tenants) as a short let (i.e. for less than 90 days at a time) for more than 90 days in a calendar year.

Short Let 90 Day Rule (Short Let Service Option where the Property is situated in London)

Greater London has a planning restriction that affects short-term lets. Homeowners cannot rent out their homes on a short let basis (i.e. for 90 days or less) for more than 90 days in one calendar year without obtaining planning consent as in most cases, it is considered a "change of use" to use a residential premises as temporary sleeping accommodation.

The Deregulation Act 2015 allows homeowners to use residential premises for temporary sleeping accommodation without being considered a "change of use" if the property is only let for 90 or fewer nights in a calendar year, which is known as the "90 day rule".

Please check with your local planning authority or your legal advisor(s) to make sure that you are allowed to host short – term rentals in the area in which your Property is located and to determine whether the 90 day rule applies to you.

Please fill out the form in this Schedule to let us know whether the 90 day rule applies to you.

I have obtained relevant authorisation to rent my Property as a short let **for over 90 days**.

Response: NO

By signing this Contract you:-

1. certify that all of the information you have provided to City Relay is true, complete and accurate; and
2. agree that where you do not have appropriate planning consent to let the Property and / or the 90 day rule does not apply, City Relay shall be entitled to limit your right to use the Services to list the Property which do not have the appropriate planning consent and/or in respect of which the 90 day rule do not apply.

Akim Courail-Jones

04 / 24 / 2023



04 / 26 / 2023

Title	City Relay - James Aitchison
File name	City Relay Contract (4).pdf
Document ID	71694d1c6a3afcc171ad7ee2a368d0d7885e3f8b
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Status	● Signed

Document history



SENT

04 / 24 / 2023

11:30:10 UTC

Sent for signature to Akim Courail (akim@cityrelay.com) and James Aitchison (hello@emwmanagement.com) from info@cityrelay.com
IP: 31.94.0.62



VIEWED

04 / 24 / 2023

11:51:15 UTC

Viewed by Akim Courail (akim@cityrelay.com)
IP: 31.94.0.62



SIGNED

04 / 24 / 2023

11:52:49 UTC

Signed by Akim Courail (akim@cityrelay.com)
IP: 31.94.0.62



VIEWED

04 / 26 / 2023

07:56:06 UTC

Viewed by James Aitchison (hello@emwmanagement.com)
IP: 125.215.169.54



SIGNED

04 / 26 / 2023

07:58:58 UTC

Signed by James Aitchison (hello@emwmanagement.com)
IP: 125.215.169.54



COMPLETED

04 / 26 / 2023

07:58:58 UTC

The document has been completed.