

Rental Agreement

This agreement is between the Host Manager and the Guest in relation to the Guest's Booking (the "Agreement").

All definitions included in Smarter's Terms of Service, except as specified in this Agreement, shall apply to this Agreement.

In accordance with Smarter's Terms of Service, the parties agree to and accept the terms of this Agreement by making a Booking.

Smarter is not a party to this Agreement.

1. Licence

Pursuant to this Agreement, the Host grants to the Guest a licence to occupy the Accommodation for the duration of the Booking.

The Guest shall occupy the Accommodation as licensee only and the parties agree that this Agreement does not create a tenancy relationship between the parties.

2. Obligations of the Host Manager

The Host Manager agrees and confirms that:

- (i) they have the authority of the owner or leaseholder of the Accommodation to enter into this Agreement;
- (ii) all applicable consents and permissions have been sought to permit the Guest to occupy the Accommodation;
- (iii) entering into this Agreement will not breach any law or any agreement to which the Accommodation may be subject.

The Host Manager undertakes to prepare the Accommodation and manage the Booking in accordance with the Smarter Service Pledge.

3. Obligations of the Guest

The Guest agrees:

- (i) to occupy the Accommodation solely for the purposes of vacation or short stay accommodation, or as otherwise agreed with the Host Manager;
- (ii) to pay all amounts relating to the Booking by the time and date they are due;
- (iii) not to exceed the maximum party, minimum age or any other stipulation as set out on the Listing or as communicated to the Guest by the Host Manager prior to the Booking being made;
- (iv) to observe all house rules and not to do, or permit to be done, anything that could damage the property or its contents;
- (v) not to engage in any immoral or illegal behaviour or to host parties or gatherings;
- (vi) to conduct themselves in a way that does not offend or upset neighbours, including avoiding producing excessive noise both in the accommodation or any common parts and observing rubbish and recycling instructions;
- (vii) not to bring pets into the Accommodation, except as permitted;
- (viii) not to access any parts of the Accommodation which are marked as being out of bounds or personal to the owner;
- (ix) not to do anything which may breach or compromise the security of the home or its protection from meteorological elements;
- (x) not to permit rubbish or recycling to accumulate within the property;
- (xi) to leave the Accommodation in a respectable condition at the end of the Booking;
- (xii) to notify the Host Manager of any damage or material event which may threaten the Accommodation or its contents as soon as possible.

4. Deductions & Damages

The Guests will be liable to pay for:

- (i) any damage caused to the Accommodation or its contents by the Guest or their party's act or omission;
- (ii) any extra cleaning charges which may be payable as a result of the Guest's breach of this Agreement;
- (iii) failure to vacate the Accommodation by the relevant check out time and the resulting costs incurred by the Host Manager, including those associated with having to relocate the next Guests at the Accommodation.

5. Security Deposit

The Host Manager agrees to refund or release any security deposit within 5 working days of the check out date (except as provided below), subject to any deductions as may be required pursuant to this Agreement.

In the event that quotes or estimates need to be obtained relating to repair or replacement for loss or damage caused by the Guest, the Host Manager shall be permitted to hold the security deposit for a further 10 working days, provided the Guest is kept informed of progress of obtaining such quote or estimate and any balance of the security deposit is refunded as soon as possible following any necessary deductions.

6. Climate Pledge

The parties to this Agreement agree to observe the Smarter Climate Pledge.

7. Liability

The Host Manager shall not be liable for death or injury to the Guest or any occupant of or visitor to the Accommodation during the Booking, except as caused by the Host Manager's negligence or fraud.

The Host Manager's total liability to the Guest shall not exceed the total amount paid by the Guest to the Host Manager in relation to the Booking (excluding any security deposit).

8. General

This Agreement:

- (i) is governed by the laws of England and Wales;
- (ii) incorporates the terms of Smarter's Terms of Service;
- (iii) constitutes the entire agreement between the parties, except as expressly agreed in writing; and
- (iv) does not confer any rights on any person or party (other than the parties to this Agreement).