

**Recommended Agreement for
the Serviced Apartment Sector**

beam Agreement between Agents & Property Partners

[Insert Name of Agent] is a member of the Hotel Booking Agents Association (“HBAA”) and subscribes to **beam**’s Code of Practice, a copy of which can be viewed [here](#).

beam is a trade association that represents the collective interest of the parties involved in the procurement and management of conference, meetings and accommodation in the UK and internationally. The association’s buying power accounts for a sizeable percentage of the UK’s business travel sector. This £2.3bn contribution means that HBAA plays a key role as a contributor to governmental policy.

beam is recognised as the pre-eminent association and driving force of professionalism for the sector and by drawing together all parties involved in the procurement of conference, meetings and accommodation, the HBAA ensures that standards are set and expectations met.

Alongside **beam**’s Code of Practice, serviced apartment agents and property operators are advised to agree specific terms and conditions that cover their commercial arrangements. The following terms and conditions have been developed by a committee of Agents and Property Partners in conjunction with HBAA and are provided purely for convenience as a suggested framework for agents to consider and amend as required in order to meet their specific needs.

Text in [blue](#) is for information, and denotes an either/or/optional clause follows. The applicable clause(s) should be selected and other sample clauses should be deleted from the agreement.

Suggested Agreement template

This Agreement is made between the parties and on the date set out below.

The parties to the Agreement are:

The Agent: [Insert Name of Agent]

The Property Partner: [Insert Name of Property Partner]

1 INTRODUCTION

- 1.1 [Agent to insert a brief introduction to their business]
- 1.2 The Property Partner wishes for the Agent to advertise and promote its Serviced Apartments on the Agent's Website and elsewhere, to facilitate the Reservation of such Serviced Apartments and to inform it of any applicable Booking Enquiries.
- 1.3 The Property Partner & the Agent agree that in all dealings with each other, they shall be bound by these terms and conditions.

2 DEFINITIONS

"Agent"	means [insert full corporate name] and/or ([insert company registration number}) of [insert address of registered office]
"Agreement"	means the agreement between the Agent and the Property Partner which is made subject to these terms and conditions;
"Apartment Questionnaires"	means the Property Facilities Questionnaire, the Health and Safety Questionnaire and any other questionnaire or data request that the Property Partner is required to complete in relation to a Serviced Apartment or otherwise;
"Booking Enquiry[ies]"	means a request made by a Client and received by the Agent with regards to the possible Reservation of a Serviced Apartment;
"Business Hours"	means [insert hours] United Kingdom time, Monday to Friday and excluding public holidays;
"Client[s]"	means any person, organisation or company who either themselves or through a third party makes a Booking Enquiry;

Code of Practice 2023

Reference Document B

“Commission”	means the remuneration, as agreed between the Parties, to be paid to the Agent in relation to each Reservation in accordance with clause 9.2;
“Guest[s]”	means the person or persons who use a Serviced Apartment and this may or may not be the same person as the Client;
“Property Details”	means all information and materials provided by the Property Partner or obtained by the agent in relation to the Serviced Apartments and/or the facilities, services and amenities offered;
“Property Partner”	means the serviced apartment provider or operator specified in this agreement and who wishes to appoint the Agent as a booking agent to advertise and facilitate the Reservation of Serviced Apartments. In the HBAA Code of Practice, “Property Partner” is defined as “Venue Member”;
“Stay”	Property Partner in relation to a Serviced Apartment and a Reservation;
“Reservation[s]”	means when a Booking Enquiry has been accepted & confirmed by the Property Partner;
“Serviced Apartment[s]”	means the Property Partner’s serviced apartment or apartments which the Agent has agreed with the Property Partner that it may advertise on its website and elsewhere;
“Serviced Apartment Rates”	means the costs for staying at the Serviced Apartments (excluding VAT and/or other taxes) as agreed between the parties from time to time;
“Website”	means the website at [insert domain name] and any other domain name used by the Agent for the promotion of its business.

3 APPOINTMENT AND AGREEMENT SCOPE

3.1 The Property Partner appoints the Agent as a booking agent to advertise and promote its Serviced Apartments on the Website and to inform the Property Partner of Booking Enquiries that it may receive from time to time according to the terms of this Agreement.

3.2 The Property Partner agrees that in consideration of the Agent advertising and promoting its Serviced Apartments on the Website and facilitating Reservations, it shall be bound by the terms and conditions of this Agreement.

4 APPLYING TO BECOME A PROPERTY PARTNER

4.1 Any serviced apartment provider or operator may apply at any time to become a Property Partner and to appoint the Agent as a booking agent. However, the Agent shall be under no obligation to accept any such application and any application shall only be accepted following the Agent's written confirmation that the application has been successful.

4.2 In the event that the person agreeing to these terms and conditions is not the legal and beneficial owner of the Serviced Apartments, they agree that they have the authority to act on behalf of and to bind the owner of the Serviced Apartments for the purposes of this Agreement.

4.3 It is recommended best practice for the Agent to feature each Serviced Apartment on the Agent's website using the real name of the building. The Agent may choose to also incorporate the branding of the Property Partner if they wish to, but they are under no obligation to do so.

5 MINIMUM STANDARDS

5.1 It is imperative that the Property Partner's Serviced Apartments are serviced in accordance with the following and as advertised and stated within the Apartment Questionnaire:

The Serviced Apartment is let or rented out on a nightly basis (or as per the minimum stay requirement) in principally the same way as a hotel room. The Serviced Apartment is fully furnished, has a fully functioning and equipped kitchen, or as a minimum a kitchenette and most importantly is serviced. Service levels must, as a minimum, mean being fully cleaned with a change of all linen and towels at least once per week and in any event, between all changes of occupancy. All utility & service costs except outgoing phone calls must be included in the Serviced Apartment Rates. There is no requirement for the Serviced Apartment to provide reception facilities, a meet & greet or self-check-in service is acceptable.

- 5.2 The Property Partner shall provide emergency management & maintenance support, via on-site staff or a manned emergency telephone number 24 hours a day, every day of the year. For clarity, an emergency situation is defined as a situation which results in the Guest being put in danger or otherwise severely inconvenienced. Examples include, but are not limited to, fire, flood, loss of gas or electricity, loss of keys.

6 AGENT OBLIGATIONS

- 6.1 Nothing within these terms and conditions shall oblige the Agent to advertise or promote the Property Partner's Serviced Apartments on its Websites or otherwise and the Agent will determine at its sole discretion whether to advertise and promote the Serviced Apartments on its Website.

The Serviced Apartments to be advertised by the Agent shall be those agreed from time to time by the Agent and the Property Partner.

- 6.2 Following receipt of a Booking Enquiry in respect of any Serviced Apartment, the Agent may, if it considers the Serviced Apartment is appropriate for the Client's needs and that it fulfils their required criteria, inform the Property Partner of the Booking Enquiry.
- 6.3 If the Property Partner accepts a Booking Enquiry, the Agent will, on the Property Partner's behalf, confirm with the Client that the Reservation has been confirmed.
- 6.4 If the Property Partner has any complaint or issue in respect of a Client or a Guest, the Agent shall on the request of the Property Partner use their best endeavours with addressing the complaint or issue with the Client or Guest in question.
- 6.5 The Agent agrees to pay to the Property Partner the Serviced Apartment Rates in accordance with clause 9 and subject to the terms of any agreed cancellation policy.
- 6.6 The Agent provides no guarantee or warranty of any kind as to the advertisement or promotion of the Serviced Apartments or the number of Reservations that it may facilitate.
- 6.7 The Agent shall keep the Property Partner fully informed of any feedback received from any Guest or Client regarding the Serviced Apartments, whether positive or negative, and inform the Property Partner within one working day of any complaints received.
- 6.8 The Agent must disclose the Client and Guest names at the time of Reservation unless they are prevented from doing so by the Client.

- 6.9 The Agent must not withhold contact details from the Property Partner if these are required to facilitate the check-in. The Agent must however seek permission from the Guest before their contact information can be disclosed.

7 PROPERTY PARTNER'S OBLIGATIONS

- 7.1 The Property Partner agrees to provide the Serviced Apartments (and any agreed services or extras) to the Clients (or as appropriate the Guests) strictly in accordance with all Reservations and strictly in accordance with all information and terms provided or otherwise communicated to the Agent or the Client (or the Guest) in relation to such Serviced Apartments, including but not limited to the Property Details and the Apartment Questionnaires.
- 7.2 If the Property Partner fails to provide a Serviced Apartment in accordance with a Reservation then it shall, without prejudice to any other rights or remedies of the Agent, the Client or the Guest, source alternative suitable accommodation of the same or higher standard. In the event that the costs for the alternative accommodation are higher, then the difference will be the responsibility of the Property Partner. If the alternative accommodation is not deemed suitable by the Agent or the Client then the Property Partner will provide a full refund and waiver any cancellation charges.
- 7.3 All Reservations are binding on the Property Partner from the time that the Reservation confirmation is received in writing by email from the Property Partner, or the time the Reservation is logged or is received in the secure online booking system from the Agent to the Property Partner.
- 7.4 The Property Partner agrees to provide full information to the Agent in relation to the Serviced Apartments including the Property Details and as required by the Apartment Questionnaires or otherwise. The Property Partner undertakes that all information, materials and Property Details that it provides to the Agent are accurate, complete and not misleading and that it shall immediately inform the Agent of any changes or inaccuracies.
- 7.5 The Property Partner shall keep the Agent fully informed of any feedback received from any Guest or Client regarding the Serviced Apartments, whether positive or negative, and inform the Agent within one working day of any complaints received.
- 7.6 Both the Property Partner and the Agent shall comply with all lawful and reasonable instructions of either party.
- 7.7 Both the Property Partner and the Agent will not do anything or omit to do anything which may damage the reputation or business of either party.

- 7.8 The Property Partner shall in all matters relating to this Agreement and in particular in relation to the Serviced Apartments, comply with all applicable laws or regulatory requirements updated from time to time, including without limitation in relation to all building and health and safety legislation.
- 7.9 The Property Partner agrees to ensure that the Serviced Apartments are maintained at all times in a clean, tidy, reasonable and tenable condition, except when occupied by a Guest.
- 7.10 The Property Partner agrees to respond within [insert number] Business Hours to any requests of the Agent concerning a Client or Guest, the Serviced Apartments, or a Reservation.
- 7.11 In so far as the Property Partner processes any personal data under this Agreement, the Property Partner agrees to comply with all applicable obligations placed upon it by the Data Protection Act 1998 (the “DPA”) and to comply with the reasonable instructions of the Agent in relation to the processing of such personal data. For the avoidance of doubt, if the Property Partner is requested by the Agent to delete any such personal data, then the Property Partner may keep a copy of such personal data if required by law subject to the Property Partner complying with the terms of the DPA. It is agreed that the Agent is the data controller and the Property Partner is the data processor in relation to all personal data processed under this Agreement. For the purposes of this clause 7.11, “personal data”, “data processor” and “data controller” shall have the meaning given to them in the DPA.
- 7.12 Provided that the Guest is not in breach of the Property Partner Terms of Stay, the Property Partner shall allow the Guest quiet enjoyment of the Serviced Apartment without any interruption by the Property Partner, for the duration of the period for which the Reservation of the Serviced Apartment has been made. If the Property Partner wishes to gain access to the Serviced Apartment for any reason and this has not been agreed in advance, then the Property Partner must give 24hours notice of the required access.

8 TERMS AND CONDITIONS OF STAY

- 8.1 It shall be the responsibility of the Property Partner to provide Property Partner Terms of Stay to the Agent at the time of receiving the Booking Enquiry. It is then the responsibility of the Agent to pass the Property Partner Terms of Stay to the Client as part of the reservation process. The Property Partner agrees that in all matters relating to a Serviced Apartment and a Reservation they shall comply with such Property Partner Terms of Stay.
- 8.2 The Property Partner may seek to remove or otherwise refuse entry to a Guest but only if such denial is strictly in accordance with the Property Partner Terms of Stay and such terms and conditions have been provided to such Guest in advance of such action being taken.

- 8.3 If the Property Partner wishes to take a security deposit from the Client or the Guest or a swipe of their credit or debit card for this purpose, then the Property Partner shall make all the necessary arrangements to do so unless alternative arrangements are agreed to beforehand with the Agent.

9 FINANCIAL PROVISIONS

COMMISSION

- 9.1 Commission shall be payable by the Property Partner to the Agent on the Serviced Apartment Rates (excluding VAT or other taxes) and also including Cancellation fees and no show fees
- 9.2 Commission is payable by the Property Partner to the Agent at the following rate:
[INSERT XX% plus VAT]
- 9.3 Commission is payable at the amount stated in Clause 9.2 for all Reservations unless a different percentage for a defined period is agreed in advance and in writing by an authorised representative on behalf of each of the parties.
- 9.4 The Property Partner may agree with the Agent an enhanced Commission percentage for a defined period as a sales incentive. The Property Partner shall notify the same in writing to the Agent, ensuring that the start and end date of the enhanced commission period are clearly stated.

Commission may be paid to the Agent by the Property Partner by one of two models. The Agent & Property Partner must agree which model will be followed in advance of any Reservations being made by the Agent. The model that is not followed should be deleted from this agreement unless the Agent operates both models.

Model A

- 9.5 The Agent will deduct Commission from the payment of Serviced Apartment Rates made to the Property Partner for the Reservation. The Agent will forward (if applicable) a VAT Commission receipt to the Property Partner for their records. The Agent will issue the receipt within 7 days of processing payment of the Serviced Apartment Rates.

Model B

- 9.5.1 The Agent shall provide the Property Partner with an itemised invoice for all Commission due at the end of the month following the month in which the booking was completed and which shall include all Commission due for that month or any other period agreed between the parties. Where Reservations are for stays of [INSERT NUMBER] nights or more, commission invoices will be generated monthly on the [INSERT DAY OF MONTH] of the month for the stay up to that date.

- 9.5.2 Any discrepancies between the invoice and the Commission due must be notified to the Agent punctually and within fourteen days of receipt of the invoice. Discrepancies are not grounds for withholding the payment of other invoice items.
- 9.5.3 All payments are due within [INSERT NUMBER] days of receipt of invoice and the Property Partner shall provide an itemised remittance advice with all payments including the detail of any deductions which may be made.

PAYMENTS

Payment may be paid to Property Partner by one of two models. The Agent may pay the Property Partner on behalf of the Client or the Client may pay the Property Partner directly. The Agent and Property Partner must agree which model will be followed in advance of any Reservations being made by the Agent. The model that is not followed should be deleted from this agreement unless the Agent operates both models.

Model A – Billback model

- 9.6.1 If a Client confirms a Reservation for a Serviced Apartment, the Agent shall take payment from the Client of the Serviced Apartment Rates.
- 9.6.2 The Property Partner shall invoice the Agent, in accordance with the EU TOMS regulations, in respect of a Reservation at the agreed time, taking into account the dates for which the Reservation is made.
- 9.6.3 For Reservations of [INSERT NUMBER] nights or less the Agent will pay the whole amount in one transaction. Invoices should be issued to the Agent on the day that the Reservation ends and the Client checks out.
- 9.6.4 For Reservations of [INSERT NUMBER] + nights the Agent will pay the first [INSERT NUMBER] nights in full and the balance on a month by month basis thereafter. Invoices should be issued to the Agent at the end of the first [INSERT NUMBER] nights and then at the end of each subsequent monthly period.
- 9.6.5 The Agent will pay all undisputed invoices within [INSERT NUMBER] days of receipt of the invoice. Any discrepancies between the invoice and the Serviced Apartment Rates due must be notified to the Property Partner within 14 days of receipt of the invoice.
- 9.6.6 The Agent will apply for credit facilities with the Property Partner if the Property Partner requires it as part of their normal business practice.
- 9.6.7 The Agent will pay the Serviced Apartment Rates (less Commission) direct to the Property Partner's nominated bank account, or by other agreed method. All other ancillary and incidental costs should be charged to the Client directly.

- 9.6.8 The Agent will endeavour to provide references and other details about the Client or Guest, as long as they are permitted to do so, in order for the Property Partner to satisfy themselves of the creditworthiness of the Client or Guest.

[Model B – Direct payments](#)

- 9.6.1 No payment will be taken by the Agent during the booking process and under no circumstances shall the Agent be responsible for any payment due from the Guest to the Property Partner. Accordingly all payments shall be collected from Guests by the Property Partner directly and the Property Partner shall be responsible for the collection of all sums due from Guests in full. The Agent will endeavour to provide references and other details about the Client or Guest, as long as they are permitted to do so, in order for the Property Partner to satisfy themselves of the creditworthiness of the Client or Guest.
- 9.6.2 The Agent shall obtain Guest credit or debit card details at the time of confirming a Reservation for the purposes ONLY of confirming a Reservation. The Agent shall accordingly request the Guest credit or debit card details and pass the same to the Property Partner who shall keep those details secure. In the event that the Property Partner's booking details for any Serviced Apartment require a deposit to secure the Booking then a deposit will be taken at that stage by the Property Partner. The Agent shall not be responsible for seeking authorisation for payment from a cardholder and accordingly, the Property Partner shall be responsible for ensuring that an appropriate form of authorisation is in place before any such payment is taken.
- 9.6.3 The Agent will notify Guests on the Website that a charge will apply in the event that a Guest fails to arrive but will make clear that any such cancellation is in accordance with the Property Partner's own policy and accordingly in doing so, the Agent acts as agent only and does not and cannot authorise any payment to be taken which shall be the Property Partner's responsibility.
- 9.6.4 The Agent will ensure that the Guest's credit or debit card details are in a valid format (but which shall not extend to card validation or payment authorisation) before passing to the Property Partner. The Agent will send credit or debit card details with the name of the lead Guest, the type of Serviced Apartment(s) required, dates the Serviced Apartment(s) is/are required and the Serviced Apartment Rates at time of booking to the Property Partner via a secure website with email notification or by such other means as may be determined from time to time. The information is supplied without any liability or responsibility for issues relating to the Guest's payment. If the card is found to be fraudulent, and payment is charged back, then no commission will be payable to the Agent.

- 9.6.5 The Property Partner is responsible for all pre-authorization of the Guest's credit or debit card to check validity and funds availability prior to Guest check-in. If authorisation fails for any reason and where such checks are undertaken in good time and in advance of Guest arrival, the Property Partner may contact the Agent who will attempt (but shall not be obliged) to resolve the issue with the Guest by obtaining alternative credit card details where reasonable. If valid authorisation is not received within 12 hours, the Property Partner may cancel the Reservation and will promptly notify the Agent. The Agent shall not be responsible for any claims made by any person, expenses or costs incurred by the Property Partner due to failure by the Property Partner to obtain appropriate payment authorisation.
- 9.6.6 The Property Partner shall charge such sums to its Guests as may fall due in accordance with its cancellation policy. Under no circumstances shall the Agent be responsible for any cancellation charges which Guests fail to meet for any reason.

SERVICED APARTMENT RATES

Clauses 9.7, 9.8 and 9.9 are optional. If they are not used, clause 9.10 should be re-numbered as clause 9.7.

- 9.7 The Property Partner is responsible providing the Agent with a list of Serviced Apartments Rates for each Serviced Apartment that the Agent represents. Serviced Apartment Rates should be valid for the period 1st January to 31st December each year and must be sent to the Agent no later than 30th November of the preceding year.
- 9.8 If is necessary for the Property Partner to amend the list of Serviced Apartment Rates during the year, the Property Partner must give the Agent at least 30 days' notice of any change and the Agent must update the Serviced Apartment Rates in their Reservation system and Website within 14 days.
- 9.9 Serviced Apartment Rates should be provided inclusive of Commission but net of taxes. All taxes that apply must be clearly stated on the list of Serviced Apartment Rates.
- 9.10 If the Serviced Apartment is located in the United Kingdom, it is expected that the Property Partner will apply the reduced rate of VAT (currently 4%, as at 6/2017) from the 29th consecutive night onwards. If the Property Partner wishes to apply a different VAT policy, this must be clearly explained in writing when the Serviced Apartment Rates are provided.

Optional TOMS clause for agents that act as a 'disclosed agent'.

EUROPEAN UNION TOUR OPERATOR MARGINS SCHEME (TOMS)

- 9.11 The Agent must inform the Property Partner whether or not it operates within or outside of the EU TOMS legislation.
- 9.12 The Agent acts as a 'disclosed agent' for the purposes of the EU TOMS legislation. In order for the Client to be able to recover VAT on the Serviced Apartment Rates, The Agent must act formally as a 'disclosed agent' in order to stay out of the TOMS. The Agent will require the Property Partner to issue their invoices in a TOMS compliant format and this format will be defined on the Reservation confirmation document.

10 INTELLECTUAL PROPERTY

- 10.1 The Property Partner grants the Agent a licence to use all Property Details and materials that it provides to the Agent in relation to the Serviced Apartments for the advertisement and promotion of the Serviced Apartments on the Website and elsewhere.
- 10.2 The Agent may modify or adapt such Property Details and materials as it deems appropriate for the purposes of advertising and promoting the Serviced Apartments, but will not falsify or misconstrue in any way.
- 10.3 The Property Partner warrants that it owns all intellectual property rights in any Property Details and materials that it supplies to the Agent and that any use of such Property Details or materials by the Agent shall not infringe the intellectual property rights of any third party. For the purpose of this clause 10, intellectual property rights shall include but not be limited to copyright, trademarks (registered or unregistered), brand, design rights, database rights, patents or confidential information. The Property Partner agrees to indemnify the Agent for only direct losses, expenses, claims, damages or liabilities that the Agent may suffer as a result of any use of Property Details or the materials it supplies to the Agent whether in relation to intellectual property infringement or otherwise.
- 10.4 The Property Partner agrees that all intellectual property rights in the Agent's Website shall at all times remain vested in the Agent (and where relevant its licensors).
- 10.5 The Property Partner may request removal of any information about their Serviced Apartments on the Websites if it is inaccurate, or if they are otherwise unhappy with how the Serviced Apartments are presented. The Agent will remove the information within 7 days.

11 LIABILITY AND INDEMNITY

- 11.1 The Agent shall not be liable to the Property Partner for any indirect or consequential loss or for any loss of profit, savings, use of money, business, goodwill or reputation whether such losses are direct or indirect.

- 11.2 Nothing in this Agreement shall limit either party's liability for death or personal injury caused by their negligence or for anything else in relation to which it would be unlawful for them to limit or exclude.
- 11.3 Subject to clause 11.2, the extent the Agent has any liability to the Property Partner under this Agreement, shall in relation to each Reservation be limited to the Commission paid to the Agent in respect of that Reservation. To the extent the liability does not relate to a particular Reservation, the Agent's liability to the Property Partner shall not in any given year exceed the total Commission paid by the Property Partner during such year.
- 11.4 The Agent shall not carry out any checks during the Reservation in relation to the Clients or Guests and shall in no way be responsible or liable for their acts or omissions or for any damage or problem caused during their use of the Serviced Apartment. The Property Partner shall accept all risks in relation to the Clients or Guests and their use of the Serviced Apartment. However, if the Agent becomes aware of any information that it, in its reasonable opinion, considers might suggest that the Clients or Guests may not comply with the Property Partner Terms of Stay, then the Agent will notify the Property Partner within one working day. Furthermore if any of the issues anticipated by this clause do arise, the Agent shall provide such assistance to the Property Partner as the Agent considers to be reasonable in the circumstances.
- 11.5 The Property Partner shall indemnify and keep the Agent indemnified against any direct liabilities or losses howsoever caused whether in relation to the Clients or Guest or any third party that arise in relation to a Serviced Apartment, in any way in relation to the Reservation or the Clients or Guest's or any third party's use of the Serviced Apartment except to the extent that the loss or liability occurs due to the Agent's negligence.

12 INSURANCE

- 12.1 The Property Partner shall as a minimum maintain the following insurance policy during the term of this Agreement with a reputable insurance company:

Public liability insurance, to a minimum of £5 million (or local equivalent), to cover injury and damage to third parties on their premises. The responsibility of insuring contents and building lies with the Property Partner. In both cases the insurer must be notified by the Property Partner that the premises will be let.

[INSERT DETAILS OF INSURANCE POLICY REQUIRED]

- 12.2 The Property Partner will, on the Agent's request, supply the Agent with evidence of such valid insurance cover.

13 DURATION AND TERMINATION

This Agreement shall remain in force unless and until terminated by one party giving the other not less than [INSERT NUMBER] days prior written notice.

- 13.1 If the Property Partner terminates this Agreement, then such termination by the Property Partner will not affect any Reservations made prior to termination and the Property Partner shall, despite such termination, provide the Serviced Apartments in respect of all such Reservations in accordance with this Agreement providing that payment has been made for the Reservation.
- 13.2 The Agent shall be entitled to immediately terminate this Agreement and cease acting as an agent for the Property Partner at any time however the Agent shall only be entitled to terminate or cancel a Reservation made by written notice to the Property Partner if the Property Partner breaches any of the provisions of this Agreement and in such circumstances the Property Partner shall refund all Serviced Apartment Rates paid in relation to such Reservation. Any other cancellation of a Reservation shall be dealt with in accordance with the Property Partner's Terms of Stay or as otherwise agreed between the parties.
- 13.3 The termination of this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

Commission claim clauses post-termination for agents operating a commission claim model. Agents that deduct commission at source should delete these clauses.

- 13.4 The Property Partner shall pay to the Agent within 30 days any and all sums outstanding as at the date of termination including the payment of all Commission providing that invoices have been received.
- 13.5 The Agent shall be entitled to and the Property Partner shall pay to the Agent all Commission on Serviced Apartment Reservations which are fulfilled after termination of this Agreement but which arise due to the work confirming Reservation(s) undertaken by the Agent.

Optional clause for agents that operate a website which may be used by the property partner.

14 WEBSITE TERMS

- 14.1 The Property Partner agrees that all use of the Website shall be strictly subject to and in accordance with the Agent's Website terms and conditions of use which can be viewed here: [Insert Hyperlink if applicable or delete this entire clause if not applicable]

15 GENERAL

- 15.1 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.2 This Agreement constitutes the entire agreement between the Agent and the Property Partner and supersedes any prior written or oral agreement in relation to its subject matter and the parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. This Agreement shall not be capable of being varied nor any of its terms waived otherwise than by writing, signed by a duly authorised officer of the Agent and of the Property Partner.
- 15.3 Each provision of this Agreement is independent and severable from the remaining provisions and enforceable accordingly. If any provision of this Agreement is unenforceable for any reason but would be enforceable if part of the wording of the provision was deleted, it shall apply with such deletions as may be necessary to make it enforceable.
- 15.4 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 15.5 For the avoidance of doubt, the use of the term “Property Partner” nor anything else within this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture relationship between the parties.
- 15.6 Any notice given under this Agreement shall be in writing and shall be either delivered personally or sent by first class mail post prepaid to the address of the party at the head of this Agreement or such other address as the parties may notify each other in writing from time to time, or sent by fax or email. Such notice shall take effect if personally delivered or sent by email on the normal working day (Monday to Fridays excluding public holidays) of delivery, if delivered during normal working hours (09.00-17.00) or the next normal working day if delivered outside normal working hours, and if sent by post as above, 48 hours after posting in the UK.
- 15.7 The Agent and the Property Partner agree that any and all rights (express or implied) conferred upon any third party to this Agreement by the Contracts (Rights of Third Parties) Act 1998 are expressly excluded.