



## **Hosting Services Agreement**

This **HOSTING SERVICES AGREEMENT** (the "Agreement") is effective the ..... day of ....., 20.... (the "Effective Date") and made between:

Latitude 55 Ltd., with registered office at 4 Royal Crescent  
Glasgow, G3 7SL, Scotland

(the "Host")

- AND -

.....

(the "Client")

collectively, the "Parties"

### **BACKGROUND**

A. The Client is of the opinion that the Host has the necessary experience and abilities to provide short-let hosting services to the Client.

B. The Host is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

### **DETAILS OF THE PROPERTY TO BE LET (the "Property")**

#### **Property Address**

Name/No.....  
Street.....  
Town.....  
County.....  
Postcode.....

## **1. HOST RESPONSIBILITIES**

The Host will:

- List the Property, and subsequently maintain such listing(s), on appropriate international hosting platform(s).
- Ensure listing(s) is/are optimised to relevant target markets as agreed with the Client.
- Provide market intelligence to the Client and agree a pricing strategy to maximize occupancy rates and/or yield from the Property.
- Maintain an up-to-date rental calendar.
- Provide guest selection, interaction & management from initial enquiry to check-out.
- Provide cleaning & linen services.
- Provide maintenance updates to the Client and instruct works as reasonably required and approved by the Client.
- Liaise with guests and the relevant listing platform to resolve any extra-ordinary issues that may occur from time-to-time.
- Make payment of sums due to the Client 14 days month end.

## **2. CLIENT RESPONSIBILITIES**

The Client will:

- Ensure the Property and its contents are suitably insured to the Client's satisfaction for short-let rental purposes.
- Hold and maintain a valid Gas/Oil Safety Certificate (where gas/oil appliances are present) for the Property.
- Hold and maintain a valid Electrical Safety Certificate for the Property.
- Undertake and maintain a Legionella risk assessment.
- Hold and maintain PAT certification for all relevant electrical items.
- Provide functioning CO detector(s) where gas appliances are present in the Property, compliant with prevailing regulations.
- Provide functioning interlinked smoke and heat detectors in relevant areas within the Property, compliant with prevailing regulations.
- Provide a fire extinguisher and/or fire blanket within the Property.
- Settle invoices for utilities, council tax, insurances, telephone line/broadband, and other recurring Property costs directly with the relevant provider/authority.
- Provide unlimited & unrestricted WiFi Internet.
- Ensure that payments for additional services provided by the Host or third parties instructed by the Host are made in a timely manner.
- Provide 3 sets of keys for the Property.

### **3. PROPERTY IMAGES**

Prior to initial listing the Host shall instruct professional imagery of the Property. Client agrees to pay the appointed subcontractor directly for works undertaken subject to prior acceptance of subcontractor's estimate or quotation.

### **4. INITIAL SET-UP**

In advance of the first rental, or first rental of a season, the Property must be configured and prepared to an appropriate standard of cleanliness as determined by the Host. The Host shall seek approval from the Client before undertaking any additional work beyond an initial 3-hour period. Charges apply.

### **5. SERVICING THE PROPERTY**

The Host will arrange for servicing of the Property (including the provision of linen and towels) for each guest stay. The Host will provide consumables as reasonably required for each guest stay. Charges apply.

### **6. CHARGES**

The following charges shall apply:

- For the provision of standard hosting services, the Host will charge the Client a hosting service fee equal to 18% of the gross value of each completed stay. For the provision of "Premium Xperience" hosting services the Host will charge the Client a sum equal to 20% of the gross value of each completed stay. Host reserves the right to modify the hosting services fee by giving the Client at least 60 days written notice or under the terms of the Fair Use Policy as detailed in clause 7 of this Agreement.
- A hosting platform commission.
- Reasonably required consumables (e.g., toilet roll).
- Initial set-up charged at £160, which includes 3 hours on-site and thereafter charged at £21.00/hr.
- Welcome pack, where the provision has been agreed by the Client.
- Miscellaneous services undertaken by the Host and approved in advance by the Client, charged at £70 per hour or part thereof unless otherwise agreed (plus the costs of any parts or materials, and reasonable expenses for unavoidable travel outwith generally accepted business hours).
- Any emergency works required to secure and/or make-safe the Property and its contents as deemed reasonably necessary by the Host (with or without prior approval from the Client).

- Any servicing requirements undertaken by the Host to return the Property to a rentable standard following use by the Client or guest of the Client.
- Charges are exclusive of VAT which will be added (where applicable) at the prevailing rate.

## **7. FAIR USE POLICY**

Client may reserve the Property for his or her own use at no cost subject to availability and prevailing notice requirements. Host operates a Fair Use Policy regarding Client use of the Property as detailed in Appendix A of this Agreement. Additional charges may apply.

## **8. PAYMENTS**

- Host shall pay to the Client a sum equal to the gross income from each completed stay minus the following deductions:
  - Hosting Services fee
  - Fair Use Policy fee where applicable
  - Hosting platform commission
  - Consumables costs & welcome pack
  - Applicable other costs as detailed in clause 6 of this Agreement
- The Host shall provide a statement to the Client to support all remittance.

## **9. TERM & CANCELLATION**

The Agreement will begin on the Effective Date and continue thereafter until cancelled. The Agreement may be cancelled by either party giving 60 days written notice. Upon cancellation the following shall apply:

- The Host will continue to provide the Client all services detailed under the terms of this Agreement for the duration of the notice period.
- Host & Client will continue to receive all payments due under the terms of this agreement for the duration of the notice period.
- Client and Host agree to work co-operatively to prevent the cancellation of confirmed reservations inside or outwith the notice period.
- Host shall receive a sum equal to 8% of the gross income (excluding cleaning charges) from any reservation made during the term of this agreement and hosted following the end of the notice period.
- In the event Client instructs cancellation of any confirmed guest reservation, Client shall pay Host an administration fee of £190 for every reservation that is cancelled or transferred to an alternate property managed by the Host.

## **10. EXCLUSIVITY**

Client confirms that Host is appointed to represent the Property on an exclusive basis for the purpose of short-let hosting.

## **11. SEVERABILITY**

If one or more provisions of this Agreement are held to be unenforceable under governing law, such provision shall be excluded from the Agreement and the balance of the Agreement shall be enforceable in accordance with its terms.

## **12. GOVERNING LAW**

The Agreement shall be construed in accordance with and governed by the laws of Scotland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The Parties have indicated acceptance of the terms of this Agreement by each having signed and dated below:

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below but effective as of the date first above written.

Client name.....

Signature.....

Date.....

**On behalf of Latitude 55 Ltd.**

Neil Jarvie, Director

Signature.....

Date.....

## Appendix A

### Fair Use Policy

Latitude55 offers unrivalled flexibility for the private (non-revenue) use of properties by owners and their guests, that's why we give clients the opportunity to choose a Fair Use plan that best fits their needs.

We account for this by way of our commission charges to you for revenue reservations, i.e., our hosting service fee.

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#### **Standard**

Included are 3 weeks total during mid-season (April/May/October), plus 3 weeks total during high season (June through September inclusive), plus 6 weeks total during low season (November through March inclusive) including Christmas or Hogmanay.

**RATE: Prevailing hosting service fee commission rate**

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#### **Flex**

Included are 6 weeks total April through October inclusive, plus 10 weeks total between November and March inclusive including Christmas and Hogmanay

**RATE: Prevailing hosting service fee commission rate plus 3%**

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#### **Student Flex**

Clients who use 55Rent for student rentals / Latitude55 for summer Airbnb, but June is not available for short letting due to tenants remaining resident in a property. *NOTE: your student tenancy agreement should specify a higher PCM rental for June*

**RATE: Prevailing hosting service fee commission rate plus 3% (Summer 23 onward)**

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#### **Full Flex**

Unlimited owner use above that stated in the Flex package

**RATE: Prevailing hosting service fee commission rate plus 5%**

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Cont/

## Terms & Conditions (All Plans)

- All pre-existing revenue guest reservations shall take precedence over private use.
- All requests to book should be made via [clients@latitude55.co.uk](mailto:clients@latitude55.co.uk) stating arrival and departure dates, number of guests, and any optional bed configurations.
- A week shall be construed as 7-nights.
- Minimum booking shall be deemed to be 3-nights.
- The following minimum booking notices shall apply unless advised otherwise by us in writing in advance:
  - 1 week - low season
  - 2 weeks – mid season
  - 4 weeks – high season
- Additional restricted dates (in excess of those allowed in a prevailing plan) by mutual agreement for one-time or unplanned events such as renovation or amenity limitation
- Standard check-in and check-out times apply in mid & high seasons, by agreement in low season.
- Should a property become unavailable for more than two weeks in any calendar month due to private use (consecutive or non-consecutive dates), we reserve the right to close any remaining non-booked nights in that month, as reasonably required for operational efficiency.
- Should consecutive private reservations be separated by less than one full week, we reserve the right to close any intervening non-booked nights, as reasonably required for operational efficiency.
- We reserve the right to close one night following private use, as reasonably required for operational efficiency.
- We shall provide both cleaning and linen services. The full prevailing published cleaning & linen service charges for the property shall apply.
- We require all private guests to follow all printed guidance, requests and instructions in the property, in particular the check-out checklist, to support our operational efficiency.
- We reserve the right, by first giving client 60 days written notice, to delist any property (either temporarily or permanently) where the number of available nights for revenue guest booking in the previous or following 6-month periods was or is, in our opinion, below that required to maintain its commercial viability within our portfolio.