UNIPLACES.COM AGREEMENT
Particulars of Agreement

This agreement (**"Agreement"**) between Uniplaces and the Accommodation Provider (defined below) consists solely of this Particulars of Agreement, the general terms & conditions (attached) and Uniplaces' standard terms of service, as updated from time to time and available at https://www.uniplaces.com/terms (**"Uniplaces' Terms"**). Capitalised terms used in this Particulars of Agreement and the general terms and conditions have the meanings given to them in the Uniplaces' Terms unless otherwise defined.

Uniplaces	
Uniplaces Limited, a company registered in England and Wales with registered number 08674633 and registered office at 40 Holborn Viaduct, EC1N 2PZ London, United Kingdom	
Accommodation Provider	
Accommodation Provider name (including details of corporate status):	.The Londonist
Accommodation Provider registered number (if any):	
Accommodation Provider address:	
Accommodation Provider contact details:	
Term	
Commencement Date: *(the date on which this agreement is to begin)*	
Commission	
Uniplaces' Commission:	3% including VAT
Currency:	

We agree to be bound by this Agreement

Signed for and on behalf of the **Accommodation Provider**		Signed for and on behalf of **Uniplaces**	
Name	----------	Name	----------
Title	----------	Title	----------
Signature	----------	Signature	----------
Date	----------	Date	----------

General Terms & Conditions

1 Interpretation

1.1 In these general terms and conditions, the following words and phrases shall have the following meanings unless the context requires otherwise:

Accommodation Provider: the provider of the Accommodation stated in the Particulars of Agreement;

Business Day: a day other than a Saturday, Sunday or public holiday in England;

Commencement Date: has the meaning given to it in the Particulars of Agreement;

Confidential Information: has the meaning given to it in clause 6.1;

Disclosing Party has the meaning given to it in clause 6.1;

Further Term: has the meaning given to it in clause 3.1;

Month: a calendar month;

Particulars of Agreement: the particulars of agreement into which these Terms are incorporated;

Receiving Party: has the meaning given to it in clause 6.1;

Representation: has the meaning given to it in clause 12;

Tenant: The user of the Uniplaces platform and the potential Accommodations of the Accommodations Providers;

Termination: the expiry of the Agreement or termination of the Agreement for any reason, and **Terminated** will be construed accordingly; and

Terms: these general terms and conditions.

1.2 Any words following the terms **include**, **including**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase of term preceding those terms and the words **includes**, **included** and **particularly** shall be construed accordingly. The words **other** and **otherwise** are not to be construed as being limited by any words preceding them.

2 Contractual Documents

2.1 If there is a conflict or inconsistency between any of the documents forming this Agreement, the following order of precedence will apply:

2.1.1 these general terms and conditions; and then

2.1.2 the Particulars of Agreement; and then

2.1.3 the Uniplaces' Terms.

3 Term

3.1 This Agreement will come into force on the Commencement Date and shall continue until Terminated:

3.1.1 by either party giving not less than 2 months' written notice to the other; or

3.1.2 In accordance with clause 9.

3.2 Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of such Termination.

4 Minimum Rental Period

The Accommodation Provider agrees that it will not make the Accommodation available to Users for a rental period of less than 30 days.

5 Payment

Upon acceptance of the booking by the Accommodation Provider and 48 hours after the move-in date of the Tenant, Uniplaces shall pay to the Accommodation Provider the 1st Rental Payment deducting the fixed commission of 2.4%. The invoicing of the commission will be handled separately for each booking.

Uniplaces uses Stripe to facilitate the payments on our website and to the accommodation provider. By accepting this agreement you also accept the terms of conditions of Stripe found here: https://stripe.com/gb/ssa. Please note: no charge or fees are applied to Accommodation Provider by Uniplaces by using Stripe.

6 Confidentiality

6.1 In this clause, "**Confidential Information"** means the terms of this Agreement, any information provided to the other in connection with this Agreement and all confidential or commercially sensitive information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (**"Disclosing Party"**) to the other party (**"Receiving Party"**) whether before, on or after the date of this Agreement including, without limitation, information relating to the Disclosing Party's services, operations, processes, market opportunities and business affairs. Confidential Information excludes:

6.1.1 information that at the date of disclosure to the Receiving Party is publicly known or at any time after that date becomes publicly known, other than as a consequence of any breach of this agreement by the Receiving Party; and

6.1.2 information that was properly and lawfully in the Receiving Party's possession prior to the time that it was disclosed by the Disclosing Party.

6.2 During the term of this Agreement and after Termination for any reason the Receiving Party:

6.2.1 will not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;

6.2.2 will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or as required by law; and

6.2.3 will make every effort to prevent the use or disclosure of Confidential Information.

7 Data Protection

Each party will comply with the requirements of all data protection legislation applicable to this Agreement, including the General Data Protection Regulation (EU 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

8 Anti-bribery

8.1 Each party will comply with the UK Bribery Act 2010, the UK Criminal Finances Act 2017 and any other applicable anti-bribery or anti-corruption law applicable to the jurisdiction where they will be operating.

8.2 In the event of any breach of clause 8.1, both parties may terminate this Agreement immediately by written notice to the other party.

9 Termination

9.1 Either party may Terminate this Agreement immediately if:

9.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment;

9.1.2 the other party commits a material breach of this Agreement which, if capable of being remedied, it has not remedied within 30 days of being notified of the breach;

9.1.3 the other party becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party;

9.1.4 a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;

9.1.5 the ability of the other party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or

9.1.6 any process is instituted which could lead to the other party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

10 Notices

Any notice required or permitted to be given under this Agreement must be in writing and delivered personally, sent by courier, first class post or by email, such that the notifying party can prove delivery of the notice, in each case to the address of the receiving party set out in the Particulars of Agreement.

11 Assignment

11.1 Neither party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this Agreement.

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12 Entire Agreement

This Agreement, and Uniplaces' Terms, contain the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (**"Representation"**) other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

13 Variation and Waiver

13.1 No variation of any provision or condition of this Agreement shall be valid or effective unless made by an instrument in writing signed by the parties.

13.2 A waiver of any right or remedy under this Agreement or by law is only effective if it is given in writing and is signed by the person waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

13.3 A failure or delay by any person to exercise any right or remedy provided under this Agreement 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.

13.4 No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

14 Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15 Severance

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

16 Choice of Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of Czech republic