

HOLIDAY LETTING AGREEMENT - TERMS AND CONDITIONS

1. The Tenant shall be entitled to occupy the property for holiday purposes only and this Agreement shall not confer on the Tenant any security of tenure within the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy
2. The Tenant will:
 - 2.1 **pay the Rent at the times and in the manner aforesaid**
 - 2.2 keep the interior of the Property in a good, clean and tenantable state and condition and not damage or injure the Property or any part of it
 - 2.3 yield up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term reasonable wear and tear and damage by insured risks excepted
 - 2.4 maintain at the Property and keep in a good and clean condition all of the contents of the Property as listed on the Inventory, if any, and to replace, repair or cleanse any item(s) which become broken or damaged during the Term
 - 2.5 not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable therefor
 - 2.6 not without the Landlord's prior written consent (consent not to be withheld unreasonably) allow or keep any pet or any kind or animal at the Property. If any pets are permitted they must be kept under strict control at all times and must not be left unattended in the Property. The Tenant will be responsible for all damage and any extra cleaning caused by the pet(s)
 - 2.7 not use or occupy the Property in any way whatsoever other than as a private holiday residence for a maximum of 4 persons & 1 infant
 - 2.8 not assign, sublet, charge or part with or share possession of occupation of the Property or any part thereof
 - 2.9 **allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, and carry out any necessary repairs and gas inspections, provided the Landlord has given reasonable prior notice (except in emergency)**
 - 2.10 Provide the Landlord with a forwarding address when the tenancy comes to an end and remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving
3. Subject to the Tenant paying the rent and performing his/her obligations under this Agreement the Tenant may peaceably hold and enjoy the Property during the term without interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
4. The Landlord will insure the Property and the contents of the Property which belong to the Landlord, as listed on the Inventory, if any, and make a copy of the insurance policy available to the Tenant
5. In the event of the Rent being unpaid for more than 10 days after it is due (whether demanded or not) or there being a breach of any other of the Tenant's obligations under this Agreement then the Landlord may recover possession of the Property and this Rental Agreement shall thereupon end but without prejudice to any of the Landlord's other rights and remedies in respect of any outstanding obligations on the part of the Tenant. This clause does not affect the Tenant's statutory rights and the Landlord will need to obtain a court order while anyone is living at the Property
6. The Deposit
 - 6.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in his Agreement by the Tenant. The keys must also be returned prior to the refund of the deposit. No interest will be payable to the Tenant in respect of the Deposit money
 - 6.2 The Deposit shall be payable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 6.1. However, the Landlord shall not, save in exceptional circumstances, retain the Deposit for more than one month after the end of the tenancy
- 6.3 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit
7. The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf
8. In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant)
9. Where the context so admits:
 - 9.1 The 'Landlord' includes the persons for the time being entitled to the reversion expectant upon this Tenancy
 - 9.2 The 'Tenant' includes any persons deriving title under the Tenant
 - 9.3 The 'Property' includes all of the Landlord's fixtures and fittings at or upon the Property
 - 9.4 The 'Term' shall mean the period stated in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension respectively
10. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation
11. For all bookings, including those made by telephone or the internet, the Tenant must complete and sign this Holiday Letting Agreement overleaf. This must be sent to us at the time of booking. On receipt of documents from us you must advise us if anything appears to be incorrect. We regret we cannot accept liability if we are not notified of any inaccuracies within 10 days of our dispatching the documents to you. We reserve the right to refuse a booking without giving any reason
12. In order to confirm your booking a cheque for 50% of the total rental fee plus the Deposit must be enclosed with the signed Holiday Letting Agreement. If we do not receive your payment and this signed form within 5 days of your verbal or email confirmation, then we will release your reservation and will not be able to guarantee that the property will be subsequently available. We must receive the balance of the rental fee 4 weeks prior to the booking arrival date. If payment is not received by us in full and by the date given in our invoice then we reserve the right to treat the booking as cancelled. In this case, the cancellation charges as set out in clause 13 will be applicable. NB No reminders of payment dates will be sent. Bookings received 4 weeks or less before the arrival date must be paid in full when returning the Holiday Letting Agreement
13. You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us. In the event of cancellation then the following charges are applicable:
Less than 4 weeks prior to arrival date – 100% of full cost
More than 4 weeks prior to arrival date – 50% of full cost
If cancellation occurs prior to occupation of the property the deposit will also be released on return of the keys to the Landlord.
If cancellation occurs prior to occupation of the property then every effort will be made to relet the property. If this is achieved at a rent equal to or above the monies taken for the cancelled booking all monies taken will be returned. If a letting is achieved at a lower rent for the period of the cancelled booking than the monies taken for the cancelled booking then this lower rental figure will be returned to guests who have cancelled.
It is extremely unlikely that we will have to make any changes to your property rental. However, we reserve the right to make changes at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental then a full refund will be made of all monies paid. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday
14. Complaints must be reported immediately to the Landlord so giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot consider complaints if you have not followed the course of action in this clause