



Agreement for a short term holiday letting during the time of COVID-19

This AGREEMENT is made BETWEEN

Nicholas Taylor of The Hovel at Housedean, Housedean Farm, Lewes ('the Landlord') and You ('the Tenant')

PARTICULARS

The Balance: 100% balance of the rent is due at time of booking

The Property: One self-contained cottage known as THE HOVEL AT HOUSEDEAN

The Rent: £105-160 per night depending on season (dates as defined on website)

The Term: the number of nights agreed on booking, minimum 5 nights (July and August 2020) / 3 nights from September 2020. Arrival from 4pm and departure by 10am

TERMS AND CONDITIONS

1. General

1.1. A contract between the Tenant and the Landlord will come into existence when the Landlord receives payment and accepts your booking. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking.

2. Cancellation / flexible booking

2.1. If a COVID-19 related issue arises prior to your holiday, the Tenant must inform the Landlord immediately by email or telephone. The Landlord will be happy to discuss moving the Tenant's stay to another time of year that suits them (subject to availability).

2.2. If moving the holiday isn't possible, the tenant may cancel their holiday. Cancellations must be notified by email or telephone immediately. If you cancel your holiday more than 21 days before it is due to start then we will return 60% of your total payment. If you cancel less than 21 days prior to the holiday then the full balance will be forfeited.

2.3. Your booking will not be cancelled by the Landlord except in exceptional circumstances (this does not include force majeure - see 14) beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

3. Insurance

3.1. At all times throughout the term the Landlord shall effect suitable buildings insurance cover for the property and shall insure the Landlord's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against with an insurance office of repute for the full cost of reinstatement.

3.2. The Tenant must not do anything or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

4. Quiet possession

4.1. The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the property.

5. Underletting

5.1. The Tenant must not assign, underlet or part with or share possession of the Property or any part of it.

6. Use of Property

6.1. The tenant shall use the Property for the purpose of a private holiday residence for the maximum of 2 adults and 1 child and not for any other purpose whatsoever. The Tenant must not use the Property or any part of it for any improper, immoral or illegal purposes.

6.2. The Tenant must not allow noise from any machine or equipment to be heard outside the Property in such manner that may cause a disturbance.

6.3. The Tenant must ensure there is strictly no smoking, or burning incense or other substances either inside the Property or within the immediate proximity.

7. Damage

7.1. The Tenant shall not (nor allow others to) to cause any damage or injury to the exterior, interior or structure of the Property.

8. Alterations to Property

8.1. The Tenant shall not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings and the Tenant shall not (nor allow others to) remove any of these items from the Property.

9. Maintenance

9.1. The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accident excepted.

9.2. The Tenant must not move any items of furniture from room to room or within rooms.

9.3. The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

10. Pets

10.1. The Tenant shall not keep or allow pets of any kind at the Property without the express permission of the Landlord. 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 caused by the pet.

11. Rights of access

11.1. The Tenant must allow the Landlord, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Tenant as reasonably practicable and making good any damage caused to the Property and the Tenant's property for the following purposes:

- to view the state and condition of the Property and the Contents;
- to carry out any repairs that are necessary by virtue of the Landlord's responsibilities under this agreement; or
- by law or to any adjoining property that can only be carried out by having access to the Property.

12. Public Indemnity and public liability

12.1. The Landlord does not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a Customer's booking. The booking contract exists between the Landlord and the

Tenant and is limited to the rental of the Property and associated facilities only. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Owners control for which the Owner accepts no liability. In addition, no liability can be accepted by the Owner for any injury, loss or damage to the Customer, any member of the Customers party or any visitor to the Property arising out of or in connection with the use of the Property.

13. Coronavirus / Covid-19

13.1 For bookings made while the Coronavirus Act 2020 ("the Act") is in force (per section 89 (1) of the Act, including any extension or substantive re-enactment thereof) the Landlord intends to follow the cleaning guidelines for preventing the spread of COVID-19 the following will apply.

The Tenant shall, with utmost good faith disclose to the Landlord if they or any person they are aware of staying at or visiting at the Property have, in the period commencing 21 days prior to the Term until its end suffered any symptoms associated with Covid-19. In the event of such declaration, or the Landlord having other reasonable grounds to suspect that the Tenant or any of their guests were infected with Covid-19,

13.2 In the event of the Tenant not vacating the Property at the end of the Term for any reason whether directly or indirectly connected with Coronavirus, such as but not limited to becoming quarantined, the Tenant's status will become that of tenancy on sufferance and the Tenant will indemnify the Landlord for any additional costs incurred to delay the arrival of and to compensate a subsequent Tenant.

13.3 In the event the Landlord delays commencement of the Term under this Agreement on account of a prior guest triggering Lockdown or other steps reasonably taken preventing the spread of COVID-19 the Landlord will endeavour to contact the Tenant to discuss and suggest alternative options, but in no circumstances will the Tenant be entitled to any damages or compensation other than a refund of for the number of nights so delayed and lost.

14. Force Majeure

14.1 In case of any Act of God or other circumstance beyond the control of the parties which they cannot overcome through reasonable and diligent efforts that has an impact on their ability or willingness to perform the contract before commencing the Term, including for example but without limitation disease, pandemic, fires, floods, earthquakes, tsunamis, wars, terrorist attacks, strikes, civil unrest, government embargo, travel ban or restriction imposed by any private or public body, the Tenant remains liable payment of Rent including any Deposit or Balance.

15. End of the term

15.1. The Tenant must deliver 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