

## HOLIDAY FLAT TERMS AND CONDITIONS

These Terms and Conditions apply to the use of holiday accommodation by <<Name of Owner>> ("Owner"). The Terms and Conditions are the basis of your contract with the Owner so please read them carefully.

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### 1. Definitions

**"Block"**

and grounds known as <<Name of Block>>

**"Booking Confirmation"**

confirmation of booking provided to the Customer once booking has been accepted;

**"Booking Deposit"**

the Rent;

**"Booking Form"**

reservation booking form completed by the Customer;

**"Customer"**

person booking holiday accommodation;

**"End Date"**

the last day of the Rental Period;

**"Inventory"**

list of fixtures furniture and effects at the Property of which is kept at the Property;

**"Property"**

apartment identified in the Booking Confirmation and the fixtures furniture and effects included in the Inventory;

**"Rent"**

amount specified in the Booking Form;

**"Rental Period"**

period specified in the Booking Form;

**["Security Deposit"]**

the Rent] OR [£<< >>]]

**"Start Date"**

the first day of the Rental Period.

### 2. Booking and Payment of Rent

2.1 A booking is made by submitting the Booking Form and paying the Booking Deposit.

submitting the Booking Form and paying the Booking Deposit.

2.2 The Customer must pay the Booking Deposit within <<insert number of days, e.g. 14>> days of the date of the Booking Form.

deposit to the Owner within <<insert number of days, e.g. 14>> days of the date of the Booking Form.

2.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Booking Confirmation. At this point a binding contract exists.

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### 3. Payment of Rent

3.1 The Customer must pay the Rent due to the Owner at least <<insert number of days>> days before the Start Date.

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4. **[Security Deposit**

- 4.1 The Customer must pay the Security Deposit to the Owner no later than the date on which the booking is confirmed and the amount must be paid.
- 4.2 The Security Deposit shall be held by the Owner and applied against the cost of remedying any damage caused by the Customer.
- 4.3 The Security Deposit shall be returned to the Customer not more than 14 days after the End Date of the booking, unless the Customer is liable for the cost of remedying any damage.]

5. **Cancellation of Booking**

- 5.1 If the Customer cancels the booking more than <<insert number of weeks, e.g. 8>> weeks before the Start Date, the Owner shall be entitled to retain a cancellation fee but the Owner will refund all other sums paid by the Customer.
- 5.2 If the Customer cancels the booking less than <<insert number of weeks>> weeks as above, e.g. <<insert number of weeks>> weeks, the following provisions will apply:
- 5.2.1 cancellation less than <<insert number of weeks>> weeks from the Start Date – the Owner retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Customer.
- 5.2.2 cancellation <<insert number of weeks>> weeks from the Start Date – the Owner retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Customer.
- 5.2.3 cancellation <<insert number of weeks>> weeks from the Start Date – the Owner retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Customer.
- 5.2.4 cancellation <<insert number of weeks>> weeks from the Start Date – the Owner retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Customer.
- 5.3 If the Customer has not paid the full Rent and Security Deposit] by the date specified in Clause 5.2, the booking shall be deemed to have cancelled the booking under Clause 5.2.

6. **Owner's obligations during the booking**

- 6.1 The Owner agrees to provide the Customer with the Property during the booking period without any interruption from the Owner or any person claiming to be the Owner.
- 6.2 [The Owner shall provide the Customer with clean linens and towels at the Property.]
- 6.3 The Customer may use the Property for the purpose of the booking, including the corridors staircase and lift (if any).

7. **Customer's obligations during the booking**

- 7.1 The Customer shall use the Property in a reasonable and careful manner, not allowing it to deteriorate or be damaged in any way at all times.
- 7.2 The Customer shall be responsible for any damage caused to the Property (including the Owner's fixtures and fittings) and for any loss of or damage to other property owned by the Owner through:
- 7.2.1 any breach of the terms and conditions set out in these Terms and Conditions;

- 7.2.2 any improper use of the Property
- 7.3 The Customer shall keep the Property in the same condition as at the start of the Rental Period (fair wear and tear and damage excepted) and shall replace with articles of equal value such as may be lost, broken or destroyed (the Customer shall be liable to pay compensation to the Owner).
- 7.4 The Customer shall maintain in good order the damage the taps, baths, wash basins, toilets, cisterns and other fixtures exclusively serving the Property.
- 7.5 The Customer shall maintain the Property to a reasonable level during the winter months to prevent freezing of the property or the water pipes drains and other plumbing in cold weather.
- 7.6 The Customer shall be liable for any damage, destruction, loss, defect or disrepair affecting the Property as it comes to the attention of the Customer.
- 7.7 The Customer shall use the receptacle(s) provided for the Property by the Owner or the relevant authority.
- 7.8 The Customer shall not allow the owner of the Block or their respective agents or workmen and necessary workmen and necessary of the day to inspect the Property at reasonable times of repair and to carry out any necessary repairs as given reasonable notice (with regard to the work to be carried out) and the Customer shall not interfere with or obstruct the work.
- 7.9 The Customer shall not allow the Owner or the owner of the Block or anyone else to enter the Property at any time and without notice.
- 7.10 The Customer shall not use the Property as a private holiday residence for a maximum of <<insert number>> occupants>> people only.
- 7.11 The Customer shall not use the Property which may be a nuisance to or cause damage to the Owner or the tenants or occupiers of any adjoining property.
- 7.12 The Customer shall not use the Property as a source of noise or vibration or any instrument or other device which can be heard outside the Property before 8am.
- 7.13 The Customer shall not use the Property for any illegal or immoral purposes.
- 7.14 The Customer shall not use the Property in a way which contravenes a restriction affecting the Property (superior leasehold) title which the Owner has brought to the attention of the Customer.
- 7.15 The Customer shall not use the Property for any dangerous or inflammable substance to collect or store other than those needed for general domestic use.
- 7.16 The Customer shall not use the Property for any advertisement that is visible from outside the Property.
- 7.17 [The Customer shall not use the Property for any pet on the Property.]

**OR**

[The Customer shall not use the Property for any pet on the Property other than a

single well behaved

**OR**

[The Customer shall not bring a pet on the Property without first obtaining the Owner's written consent, subject to any conditions imposed by the Owner.]

7.18 The Customer shall

7.19 The Customer shall  
which the Owner has

7.20 The Customer shall  
Property and shall  
Property or any part

7.21 The Customer shall

7.22 The Customer shall  
exterior or interior of  
and effects belonging

7.23 The Customer shall  
washing in the common

7.24 The Customer shall  
its agents or any member  
make in the interest

7.25 At the end of the tenancy  
belongings from the  
Property is ready for

**8. Forfeiture**

8.1 If there has been a breach of the Customer's obligations the Owner may forfeit (terminate) the tenancy of the Property and may exercise the remedies of the Owner.

**9. General**

9.1 Any obligation on the Customer to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.

9.2 Whenever there is a breach of the obligations of the Customer their obligations shall be enforceable against each of them jointly and severally.

9.3 The Owner and Customer shall be bound by the terms and conditions of the Contracts (Rights of Third Parties) Act 1999.

9.4 An obligation in the Contracts to pay money includes an obligation to pay Value Added Tax.

9.5 Under section 48 of the Consumer Protection Act 1987 the Customer is hereby notified that notices (including notices of proceedings) must be served on the Owner by the Customer at the following address:-

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<< >>.

9.6 This contract between the Customer shall be governed by the law of England and

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E