

HOLIDAY LETTING AGREEMENT AND CONDITIONS

These Terms and Conditions apply to the management of holiday accommodation bookings and form the basis of the Owner's contract with the Agent. The Agent must read these Terms and Conditions carefully before signing the Appointment Form.

1. Definitions

"Agency Period"

"Appointment Form"

"Commission"

"Deposit"

"Final Balance"

"Letting Periods"

"Owner"

"Property"

"Rental Fees"

The Agent (<< "Agent">>) is appointed to manage bookings of holiday accommodation and Conditions form the basis of the Owner's contract with the Agent. The Agent must read these Terms and Conditions carefully before signing the Appointment Form.

The period specified in the Appointment Form.

The Appointment Form must be completed and signed by the Owner in order to appoint the Agent as the sole Agent for the Property.

The Commission shall be calculated as follows: Clause 6) << >>% of the Rental Income received by the Agent in any month;

The Deposit shall be paid by a customer to secure a booking for the Property;

The Final Balance shall be the Rental Fees less the Deposit;

The Letting Periods shall be the period of time during which the Property is available for lettings as set out in the Appointment Form and agreed between the Owner and the Agent.

The Letting Periods shall be << weeks>> weeks [between the << start date>> and <<month>>] in each year] and the Property is available for lettings, the Letting Periods shall be << weeks>> weeks during the peak periods, e.g. school holidays>>];

The Letting Periods shall be << weeks>> weeks [between the << start date>> and <<month>>] in each year].

The Property shall be the Property;

The Property shall be the Property (and garden, if any) identified in the Appointment Form.

The Rental Fees shall be the amount due from a customer in respect of the use of the Property (excluding a

“Reserved Periods”

of time during which the Property
by the Owner as set out in the
or otherwise agreed between the
t]

“Security Deposit”

of weeks>> weeks in each year
Property is reserved for use by the
be agreed between the Owner
ed that the Owner may only use
number of weeks>> during the peak
etails, e.g. school holidays>>];

posit received from a customer in
damage to the Property.

- 1.1 Any reference in
expressions, includ
telex, cable, facsimi
- 1.2 Any reference in the
statute shall be co
amended, re-enacte
- 1.3 The headings in this
interpretation.

ditions to “writing”, or cognate
ommunication effected by e-mail,
r means.

ns to any statute or provision of a
e to that statute or provision as
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venience only and shall not affect its

2. Appointment of Agent

- 2.1 The Owner appoin
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management of the
- 2.2 The Owner shall ne
the Owner’s agent f

their agent in the promotion and
bookings for holiday lettings and the

period appoint any other person as
ed in clause 2.1.

3. The Agent’s Duties

- 3.1 The Agent shall use
and to obtain bookin
- 3.2 Without prejudice t
particulars of the Pr
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Agent shall add the
- 3.3 The Agent shall in
agent.
- 3.4 The Agent shall ad
sound commercial p
- 3.5 The Agent shall ens
are kept in good ar
throughout the Age

promote and market the Property
oliday lettings.

use 3.1, the Agent shall prepare
n description [, video footage] and
been approved by the Owner, the
s website.

y describe itself as the Owner’s

diligence and in accordance with

and its fittings, fixtures and contents
paired and replaced as necessary

- 3.6 The Agent shall ensure the Property is kept in good decorative order throughout the Agency Period.
- 3.7 The Agent shall ensure the Property is cleaned thoroughly and fresh bed linen and towels provided.
- 3.8 The Agent shall make the Property available to the Owner at all reasonable times and shall provide assistance for the purposes of consultation and advice relating to the Property.
- 3.9 The Agent shall provide a summary of all bookings, enquiries and complaints it receives to the Owner.
- 3.10 The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property and shall forthwith notify the Owner of a breach of any of those laws or regulations in relation to the Property.
- 3.11 The Agent shall keep the Owner informed of conditions in the market and opportunities for the letting of the Property.
- 3.12 The Agent shall obtain all necessary licences, permits and approvals for the performance of its duties during the Agency Period all such as may be necessary or advisable for the Property and Conditions.
- 3.13 Subject as provided in the Conditions and to any directions properly give, the Agent shall be entitled to perform its duties in accordance with the Terms and Conditions in such manner as it may think fit.
4. **Lettings**
- 4.1 All lettings shall be on such terms as the Agent shall reasonably determine.
- 4.2 The Agent shall enter into lettings on behalf of the Owner and receive payments on the Owner's behalf.
5. **Rights and Duties of the Owner**
- 5.1 The Owner shall be responsible for the Property during the Reserved Periods.
- 5.2 The Owner shall make the Property available during the Letting Periods.
- 5.3 Subject to compliance with the Conditions, the Owner shall be liable for any obligations under these Terms and Conditions, the Owner shall be liable for any loss or damage (including but not limited to a claim for damages) which the Agent may reasonably incur in defending a claim against the Agent which it may incur by reason only of its performance of its duties under these Terms and Conditions.
6. **Financial Provisions**
- 6.1 In consideration of the Agent's services under these Terms and Conditions, the Owner shall pay a Commission to the Agent in accordance with this Clause.

- 6.2 Deposits are to be held in a separate account until the date on which the Final Balance is due and to be withdrawn from the separate account and treated as such.
- 6.3 The calculation of the Final Balance shall not include Deposits until they become Rental Fees in accordance with Clause 6.2.
- 6.4 Security Deposits shall be held in a separate account until such time as they are either drawn for repairs or damage or are returned to the customer.
- 6.5 The Agent shall within 14 days of the end of each month during the Agency Period and thereafter:
- 6.5.1 send to the Owner the following statement setting out, in relation to the Property:
- a) all Deposits received;
 - b) all Final Balances received;
 - c) all Security Deposits received;
 - d) any monies received for repairs or damage;
 - e) all expenses incurred;
 - f) the Commission payable to the Agent.
- 6.5.2 retain the Security Deposits in accordance with Clause 6.2 and remit the balance to the Owner.
- 6.6 The Agent shall keep accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its authorised representatives to inspect all such records and accounts and to take copies thereof at all reasonable times (but not exceeding 4 hours).
- 6.7 All sums payable to the Owner shall be calculated on the basis of the above Conditions are exclusive of any value added tax or other taxes, which shall be added to the sum payable on the relevant calculation.

7. Duration and Termination

- 7.1 The contract between the Owner and the Agent shall come into force on the date specified in the Agency Agreement and shall continue for the Agency Period, subject to the provisions of this Clause.
- 7.2 Either party shall have the right to terminate the Agency Agreement by giving not less than << >> months' written notice in writing prior to the expiry of the Agency Period (or any further period to which the contract has been extended pursuant to this provision) or for a further period of << >> months.
- 7.3 Either party may terminate the Agency Agreement by giving to the other not less than << >> months written notice in writing at any time after << >> months.
- 7.4 Either party may force the termination of the Agency Agreement by giving written notice to the other party if:

7.4.1 any sum or sums of money payable by or for the company under any provision of the contract after the due date of payment;

7.4.2 that other parties to these Terms fails to remedy giving full pa

7.4.3 an encumbrance on the property (including a mortgage in favor of the company) and that other parties

7.4.4 that other parties, including creditors or other stakeholders, are not in order (within the meaning of the law).

7.4.5 that other parties have not made again (except for such a manner to be bound under these

7.4.6 anything an jurisdiction o

7.4.7 that other pa

7.5 For the purposes of the remedy if the party respects other than performance is not

7.6 The rights to termin
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any) or any other br

7.7 If at any time contro Taxes Act 1988) of persons (as defined at the start of the A to the Owner ident Owner shall be ent to the Agent within terminate the contra

8. Consequences of Termin

Upon the termination of the contract, the Contractor shall be responsible for the return of the equipment to the Employer in good condition, unless otherwise specified in the contract. The Contractor shall be responsible for the repair and replacement of any equipment damaged or lost during the term of the contract.

8.1 the Agent shall cease to manage the Property;

8.2 the Agent shall have no authority to exercise any agency rights, for or on behalf of the Commission).

that other party under any of the
conditions is not paid within 14 days of

breach of any of the provisions of the breach is capable of remedy, after being given written notice and requiring it to be remedied.

, or (where that other party is a
f any of the property or assets of

ary arrangement with his or its
comes subject to an administration
vency Act 1986);

or firm) has a bankruptcy order
a company) goes into liquidation
amation or re-construction and in
ulting therefrom effectively agrees
ations imposed on that other party

foregoing under the law of any
her party;

to cease, to carry on business.

h shall be considered capable of
with the provision in question in all
formance (provided that the time of

by this Clause 7 shall not prejudice
respect of the breach concerned (if

340 of the Income and Corporation
any person or group of connected
ct) not having control of the Agent
shall forthwith give written notice
up of connected persons and the
man << >> months written notice
notice from the Agent was given, to

the Agent and the Owner for any

advertise or solicit customers for

owner for compensation for loss of
by similar loss (except unpaid

9. Nature of Agreement

- 9.1 The contract between the parties is personal to the parties and neither party may assign, sub-charge (otherwise than by floating charge) or sub-licence the contract, or sub-contract or otherwise delegate any of its obligations under the contract, except with the written consent of the other party.
- 9.2 These Terms and Conditions, together with the Appointment Form contain the entire agreement between the parties in respect to the Property and may not be modified or varied in writing signed by the duly authorised representatives of the parties.
- 9.3 Each party acknowledges that in entering into the contract, it does not rely on any representation, statement or warranty made by the other party except as expressly provided in these Terms and Conditions, the Appointment Form, and all conditions, warranties or other terms implied by statute, common law or common law are excluded to the fullest extent permitted by law.
- 9.4 No failure or delay in performance of the contract shall be deemed to constitute a breach of the contract or a waiver of any subsequent breach of the contract or any other provision.
- 9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be unenforceable in whole or in part, these Terms and Conditions shall nevertheless remain valid as to the other provisions and the remainder of the contract shall survive.

10. Notices and Service

- 10.1 Any notice or other communication permitted or authorised by these Terms and Conditions to be given to the other party shall be given by one of the following methods:
- 10.1.1 delivering it to the other party in person;
- 10.1.2 sending it by first class post; or
- 10.1.3 sending it by any other means of communication which is reliable and suitable for the purpose.
- 10.2 Any notice or information given to the other party in the manner provided by Clause 10.1.2 which is not received by the other party shall be deemed to have been given on the date on which it was posted; and proof of posting shall be sufficient evidence that the notice or information has been given to the other party.
- 10.3 Any notice or information given to the other party by any other means of communication shall be deemed to have been duly given on the date on which it was given as provided in Clause 10.1.3.
- 10.4 Service of any document or notice in connection with any legal proceedings concerning or arising out of the contract shall be effected by either party by delivering it to the other party at its registered or principal office,

or to such other address as may be notified to it by the other party in writing from time to time.

to it by the other party in writing

11. **Relationship of the Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of a partner or employee between the Owner and the Agent.

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12. **Jurisdiction**

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of New York and each party hereby submits to the non-exclusive jurisdiction of the State and Federal courts.

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