

HOLIDAY LETTING AGREEMENT – TERMS AND CONDITIONS

This agreement (which also relates to our General Booking Terms & Conditions-see separate sheet) is made between the owners, Mr. & Mrs. D. Ashby, 5-7 Chapel Park, Stadium Way, Sittingbourne, Kent ME10 3RW and the guest(s) as per details on page 2 of this agreement.

It is agreed that the Owners will let and that the Guest will take, the furnished premises at 2 Quay Cottages, Ferry Road, Bawdsey, Suffolk IP12 3AY (the premises) for the time period set out on the Booking Form.

The Guest agrees with the Owners as follows:

1. To pay the letting fee. A 50% deposit is due on confirmation and the balance is payable in full 6 weeks prior to the arrival date.
2. No stiletto heels to be worn in cottage.
3. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
4. To keep the furniture, soft furnishings, fixtures & fittings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture/fixtures and fittings which may be found to be missing, damaged or destroyed.
5. The owners or their representatives reserve the right to evict the Guest and party without compensation being paid by the owners - for example: should complaints be made of anti-social behaviour, unreasonable breakages or damages occur, or smoking restrictions not observed, or there is a material breach by the guest or party.
6. Not to remove any of the furniture from its present position in the Premises.
7. To use the Premises as a private holiday residence for up to 4 persons only and not for any other purposes whatsoever.
8. Not to affix any poster or placard to the interior or exterior of the Premises.
9. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
10. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
11. Not to use the premises for any illegal or immoral purposes.
12. Not to play or permit to be played in the premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the premises.
13. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
14. Not to smoke or permit smoking inside any part of the cottage.
15. Not to allow pets inside or on the Premises.
16. Not to allow unsupervised children inside or on the Premises.
17. To accept and abide by the **General Booking Terms & Conditions** of this Holiday Letting Agreement.

Breakages/Damages/Extra Cleaning Deposit: The guest will pay a **deposit of £300** which is fully refundable, (usually within ten days) less any sum which may be due to the Owners from the Guest as a result of any breach of the Guest's obligations under this Agreement. Any damage to the premises, fixtures and fittings

incurring costs over and above the £300 damages deposit will be invoiced with payment required immediately by return. No repairs of any kind to the premises or contents must be attempted by you or your party. Damage/breakages must be reported immediately to the owners.

On completion of the letting period: The Guest agrees to leave the Premises in the same state of repair, cleanliness and general order as found at the commencement of their occupancy and in accordance with the provisions of this Agreement.

Provisions and Declarations:

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent/Representative at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this agreement.
2. This Agreement is made on the basis that the premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on the basis and that this Agreement shall take effect as a holiday letting Agreement only.
5. The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.

Names of guests and address of lead guest. (Please print)

1) _____ **Lead Guest's address** _____

2) _____

3) _____

4) _____

Signed: _____ Print Name: _____ Date: _____

Please return signed and completed Holiday Letting Agreement-Terms and Conditions to:- Mrs. C.U. Ashby, 5-7 Chapel Park, Stadium Way, Sittingbourne, Kent ME10 3RW. Please retain a copy for your information.