

HOLIDAY HOUSE 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.

by accommodation by <<Name of Owner>> (“**Owner**”). The Terms and Conditions are the basis of your contract with the Owner so please read them carefully.

1. Definitions

“**Booking Confirmation**”

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

“**Booking Deposit**”

the Rent;

“**Booking Form**”

Accommodation booking form completed by the Customer;

“**Customer**”

Person booking holiday accommodation;

“**End Date**”

Last day of the Rental Period;

“**Inventory**”

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

“**Property**”

Property (and garden, if any) identified in the Booking Form together with 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**”

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.

by 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.

by paying the Booking 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 Customer the Booking Confirmation. At this point a binding contract exists.

by submitting the Booking Form and the Booking Deposit the Owner will send the Customer the Booking Confirmation. At this point a binding contract exists.

3. Payment of Rent

3.1 The Customer must pay the Rent due to the Owner at least <<insert number of days, e.g. 14>> days before the Start Date.

by paying the Rent due to the Owner at least <<insert number of days, e.g. 14>> days before the Start Date.

4. [Security Deposit]

4.1 The Customer must pay the Security Deposit to the Owner no later than the

by paying the Security Deposit to the Owner no later than the

- date on which the balance is to be paid.
- 4.2 The Security Deposit shall be used by the Owner and applied against the cost of remedying any damage caused by the Customer.
- 4.3 The Security Deposit shall be refunded to the Customer not more than 14 days after the End Date of the Rental Period (fair wear and tear excepted) or 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. 8 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 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.
- 5.2.3 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.
- 5.2.4 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.
- 5.3 If the Customer has not paid the full Rent and Security Deposit] by the date specified in Clause 4.3, the booking shall be deemed to have cancelled the booking under Clause 5.2.
6. **Owner's obligations during the Rental Period**
- 6.1 The Owner agrees to enable the Customer to quietly possess and enjoy the Property during the Rental Period without any interruption from the Owner or any person claiming under the Owner.
- 6.2 [The Owner shall provide the Property with clean linen and towels at the Property.]
7. **Customer's obligations during the Rental Period**
- 7.1 The Customer shall use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.
- 7.2 The Customer shall be responsible for any damage caused to the Property (including the Owner's fixtures and fittings) other than property owned by the Owner through:
- 7.2.1 any breach of these Terms and Conditions;
- 7.2.2 any improper use of the Property by the Customer or any person at the Customer's invitation or permission.
- 7.3 The Customer shall return the Property in the same condition as it was in the Inventory clean and in the same condition as it was at the start of the Rental Period (fair wear and tear excepted).

- tear and damage to replace with articles broken or destroyed (Owner).
- 7.4 The Customer shall basins, toilets, ciste
- 7.5 The Customer shall winter months to p tanks and other plu
- 7.6 The Customer shall or disrepair affectin Customer.
- 7.7 The Customer sha Property by the Ow
- 7.8 The Customer sha Owner's written a appliances to enter condition and state the Owner has gi undertaken) before any such persons.
- 7.9 The Customer sha the Owner's authori
- 7.10 The Customer sha maximum of <<inse
- 7.11 The Customer shall to or cause damage any adjoining prope
- 7.12 The Customer shall be heard outside th
- 7.13 The Customer shall
- 7.14 The Customer sha restriction affecting Owner has brought
- 7.15 The Customer sha substance to collec domestic use.
- 7.16 The Customer shall outside the Property
- 7.17 [The Customer sha
- OR**
- [The Customer sha single well behaved
- OR**
- [The Customer sha obtaining the Owne

S

A

M

P

L

E

cepted) and shall make good or equal value such as may be lost Owner to pay compensation to the

the damage the taps, baths, wash exclusively serving the Property.

ed to a reasonable level during the property or the water pipes drains weather.

damage, destruction, loss, defect as it comes to the attention of the

the receptacle(s) provided for the ent authority.

for his agent or anyone with the any workmen and necessary ble times of the day to inspect its ut any necessary repairs provided (with regard to the work to be shall not interfere with or obstruct

allow the Owner or anyone with t any time and without notice.

a private holiday residence for a ccupants>> people only.

Property which may be a nuisance wner or the tenants or occupiers of

trument or other device which can before 8am.

any illegal or immoral purposes.

in a way which contravenes a superior leasehold) title which the on.

any dangerous or inflammable part from those needed for general

r advertisement that is visible from

pet on the Property.]

r pet on the Property other than a

r pet on the Property without first subject to any conditions imposed

- by the Owner.]
- 7.18 The Customer shall [redacted] ty.
- 7.19 The Customer shall [redacted] g conditions affecting the Property
which the Owner ha [redacted] er's attention.
- 7.20 The Customer sha [redacted] the Property or any part of the
Property and shall [redacted] sion or share occupation of the
Property or any par [redacted]
- 7.21 The Customer shall [redacted] occupy the Property as a lodger.
- 7.22 The Customer shall [redacted] ere with the appearance structure
exterior or interior o [redacted] rangement of the fixtures furniture
and effects belongin [redacted]
- 7.23 At the end of the P [redacted] mer shall remove the Customer's
belongings from the [redacted] Property clean and tidy so that the
Property is ready fo [redacted] n.
8. **Forfeiture**
- 8.1 If there has been a [redacted] y of the Customer's obligations the
Owner may forfeit ([redacted] enancy that exists in relation to the
Property and may r [redacted] e Property. The other rights and
remedies of the Ow [redacted]
9. **General**
- 9.1 Any obligation on t [redacted] erms and Conditions not to do an
act or thing includes [redacted] mit or suffer another person to do
such act or thing.
- 9.2 Whenever there is [redacted] n comprising the Owner or the
Customer their obl [redacted] ed against all of them jointly and
against each of the [redacted]
- 9.3 The Owner and C [redacted] that the contract between them
should be enforc [redacted] by virtue of the Contracts (Rights
of Third Parties) Ac [redacted]
- 9.4 An obligation in th [redacted] tions to pay money includes an
obligation to pay Va [redacted] t of that payment.
- 9.5 Under section 48 of [redacted] t Act 1987 the Customer is hereby
notified that notices [redacted] oceedings) must be served on the
Owner by the Custo [redacted] ess:-
- << >>
<< >>
<< >>.
- 9.6 This contract betwe [redacted] Customer shall be governed by the
law of England and [redacted]