

These Terms and Conditions apply to the management of holiday accommodation bookings managed by the Agent on behalf of the Owner under the Owner's contract with the Agent under the Appointment Form.

The Agent (<< Agent >>) is appointed to manage holiday accommodation bookings and Conditions form the basis of the Agent's appointment. Please read them carefully before signing the Appointment Form.

1. Definitions

"Agency Period"

the period specified in the Appointment Form

"Appointment Form"

the form to be completed and signed by the Owner and the Agent in order to appoint the Agent as the Agent

"Commission"

the amount (clause 6) << Commission % >>% of the Rental Income payable to the Property in any month;

"Deposit"

the amount paid by a customer to secure a booking for the Property;

"Final Balance"

the amount payable less the Deposit;

"Letting Periods"

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

"Owner"

the person who owns the Property;

"Property"

the property (and garden, if any) identified in the Appointment Form

"Rental Fees"

the amount due from a customer in respect of the use of the Property (excluding a deposit)

“Reserved Periods”

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

“Security Deposit”

osit received from a customer in
amage to the Property.

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

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

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ns to any statute or provision of a
e to that statute or provision as
evant time.

venience only and shall not affect its

2. Appointment of Agent

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

their agent in the promotion and
bookings for holiday lettings.

period appoint any other person as
ed in clause 2.1.

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3. The Agent’s Duties

- 3.1 The Agent shall use
and to obtain bookin
- 3.2 Without prejudice t
particulars of the Pr
photographs and, o
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 n
reasonable times at
and advice relating

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

ff available to the Owner at all
ce for the purposes of consultation

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- 3.6 The Agent shall provide a summary of all bookings, enquiries and complaints it receives to the Owner.
- 3.7 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 any breach of any of those laws or regulations in relation to the Property.
- 3.8 The Agent shall keep the Owner informed of conditions in the market and opportunities for the letting of the Property.
- 3.9 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.
- 3.10 Subject as provided in the Conditions and to any directions which the Owner may properly give, the Agent shall be entitled to perform its duties in such manner as it may think fit in accordance with the Terms and Conditions in such

4. **Lettings**

- 4.1 All lettings shall be on such terms as the Agent shall reasonably determine.
- 4.2 The Agent shall enter into contracts 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 The Owner shall ensure that the Property and its fittings, fixtures and contents are kept in good and sound repair and repaired and replaced as necessary throughout the Agency Period.
- 5.4 The Owner shall ensure that the Property is kept in good decorative order throughout the Agency Period.
- 5.5 The Owner shall ensure that the Property is cleaned thoroughly and fresh bed linen and towels provided.
- 5.6 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 claim against any liability (including but not limited to a claim for damages which the Agent may reasonably incur in defending a claim which it may incur by reason only of its being held out as the Agent's Property).

6. **Financial Provisions**

- 6.1 In consideration of the Commission to be paid by the Agent under these Terms and Conditions, the Owner shall pay the Commission to the Agent in accordance with this Clause.

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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 Client the following statement setting out, in relation to the Property:

- a) all Deposits
- b) all Final Balances
- c) all Security Deposits
- d) any other monies
- e) all expenses
- f) the Commission payable to the Agent

6.5.2 retain the Security Deposits in accordance with Clause 6.4 and in accordance with the Commission 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 make available to the Owner permit the Client or its authorised representatives to inspect all such records and accounts and to copy the same (but not exceeding 4 hours).

6.7 All sums payable to the Client shall be net of value added tax or other taxes, which shall be added to the sum in question or otherwise as appropriate for relevant calculation.

7. Duration and Termination

7.1 The contract between the Client 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 to the other party prior to the expiry of the Agency Period (or any further period to which the contract has been extended pursuant to this provision) 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 to the other party at any time after << >> months.

7.4 Either party may terminate the Agency Agreement by giving written notice to the other party if:

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7.4.1 any sum over and above the provisions of the due date

at other party under any of the provisions is not paid within 14 days of

7.4.2 that other party in breach of these Terms fails to remedy the breach after giving full payment

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

7.4.3 an encumbrance (including a mortgage) on the property or any of the assets of that other party

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

7.4.4 that other party is or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

any arrangement with his or its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

7.4.5 that other party has a bankruptcy order made against it (or firm) or (where it is a company) goes into liquidation or re-organization or re-construction and in connection with such a matter effectively agrees to be bound by the provisions imposed on that other party

or firm) has a bankruptcy order made against it (or firm) or (where it is a company) goes into liquidation or re-organization or re-construction and in connection with such a matter effectively agrees to be bound by the provisions imposed on that other party

7.4.6 anything and all under the law of any jurisdiction of that other party

foregoing under the law of any jurisdiction of that other party;

7.4.7 that other party shall cease, to carry on business.

to cease, to carry on business.

7.5 For the purposes of this Clause 7 shall be considered capable of remedy if the party in question respects other than the performance of the obligations

shall be considered capable of remedy if the party in question respects other than the performance (provided that the time of

7.6 The rights to terminate this Agreement shall not prejudice any other right or remedy available to the Owner (if any) or any other party

by this Clause 7 shall not prejudice any other right or remedy available to the Owner (if any) or any other party

7.7 If at any time controlled by any person or group of connected persons (as defined in section 840 of the Income and Corporation Taxes Act 1988) of whom the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the Agent shall be entitled to terminate the contract within << >> months written notice from the Agent was given, to

840 of the Income and Corporation Taxes Act 1988) of whom the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the Agent shall be entitled to terminate the contract within << >> months written notice from the Agent was given, to

8. **Consequences of Termination**

Upon the termination of this Agreement for any reason:

the Agent and the Owner for any reason:

8.1 the Agent shall cease to advertise or solicit customers for the Property;

advertise or solicit customers for the Property;

8.2 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of Commission).

owner for compensation for loss of agency rights, loss of Commission).

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or to such other ad
from time to time.

d to it by the other party in writing

11. **Relationship of the Parties**

Nothing in these Terms a
partnership or the relations
Agent.

ate, or be deemed to create, a
mployee between the Owner and the

12. **Jurisdiction**

These Terms and Condit
accordance with the laws
the non-exclusive jurisdic

and construed in all respects in
and each party hereby submits to
lsh courts.

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