

# HOLIDAY HOUSE RENTAL TERMS AND CONDITIONS

These Terms and Conditions apply to the provision of holiday accommodation by <<Name of Agency>> ("**Agency**"). The Agency is the sole provider of holiday accommodation. The Terms and Conditions form part of the contract between the Customer and the Agency so please read them carefully before making a reservation.

## 1. Definitions

- "**Booking Confirmation**" means the confirmation of booking provided to the Customer once the booking has been accepted;
- "**Booking Deposit**" means the amount payable by the Customer as a deposit on the Rental;
- "**Booking Form**" means the Agency's holiday accommodation booking form completed by the Customer;
- "**Customer**" means the person or persons booking holiday accommodation;
- "**End Date**" means the date on which the Rental Period ends;
- "**Inventory**" means the list of fixtures furniture and effects at the Property of which is kept at the Property;
- "**Property**" means the holiday accommodation (and garden, if any) identified in the Booking Form together with the fixtures furniture and effects included in the Inventory;
- "**Rent**" means the amount payable by the Customer as defined in the Booking Form;
- "**Rental Period**" means the period specified in the Booking Form;
- "**Security Deposit**" means the amount payable by the Customer of the Rent] OR [£<< >>];
- "**Start Date**" means the date on which the Rental Period begins.

## 2. Booking and Payment of Booking Deposit

- 2.1 A booking is made by the Customer by completing the Booking Form and paying the Booking Deposit.
- 2.2 The Customer must pay the Booking Deposit to the Agency within <<insert number of days, e.g. 3>> days of the start date of the Rental Period.
- 2.3 Once the Agency has received the Booking Form and the Booking Deposit the Agency will send the Customer a Booking Confirmation. At this point a binding contract exists.

## 3. Payment of Rent

- 3.1 The Customer must pay the Rent to the Agency at least <<insert number of weeks, e.g. 4>> weeks before the Start Date.

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4. **[Security Deposit**

- 4.1 The Customer must pay the Security Deposit to the Agency no later than the date on which the balance of the Rental Payment is due.
- 4.2 The Security Deposit shall be held by the Agency 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 less any amount retained by the Agency for the cost of remedying any damage.]

5. **Cancellation of Booking**

- 5.1 If the Customer cancels the booking less than <<insert number of weeks, e.g. 8>> weeks before the Start Date, the Customer shall be entitled to retain a £<<insert amount, e.g. £100>> administrative fee and the Agency will refund all other sums paid by the Customer.
- 5.2 If the Customer cancels the booking less than <<insert number of weeks as specified above, e.g. 8>> weeks before the Start Date, the following provisions will apply:
  - 5.2.1 cancellation less than <<insert number of weeks as specified above, e.g. 8>> weeks before the Start Date – the Agency retains the Rental Payment and will refund all other sums paid by the Customer.
  - 5.2.2 cancellation less than <<insert number of weeks as specified above, e.g. 8>> weeks before the Start Date – the Agency retains the Rental Payment and will refund all other sums paid by the Customer.
  - 5.2.3 cancellation less than <<insert number of weeks as specified above, e.g. 8>> weeks before the Start Date – the Agency retains the Rental Payment and will refund all other sums paid by the Customer.
  - 5.2.4 cancellation less than <<insert number of weeks as specified above, e.g. 8>> weeks before the Start Date – the Agency retains the Rental Payment and will refund all other sums paid by the Customer (if any) paid by the Customer.
- 5.3 If the Customer has not paid the Security Deposit by the date specified in Clause 3.1 the Customer shall not be entitled to a refund of the Security Deposit [5.1].

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6. **Agency's obligations during the Rental Period**

- 6.1 The Agency agrees to provide the Customer with the Property to lawfully and peacefully possess and enjoy the Property during the Rental Period free from the Agency, the owner or any other person claiming under the Property.
- 6.2 [The Agency shall provide the Property with 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 in good condition.
- 7.2 The Customer shall be responsible for any damage caused to the Property (including the fixtures and fittings) or loss of the Property 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 Property with the Customer's permission.
- 7.3 The Customer shall keep the Property and the Inventory clean and in the same condition as it was in at the start of the Rental Period.

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condition as at the  
damage by insured r  
of the same sort and  
option of the Agency

ental Period (fair wear and tear and  
all make good or replace with articles  
be lost broken or destroyed (or at the  
Agency).

7.4 The Customer shall  
toilets, cisterns or pip

amage the taps, baths, wash basins,  
oving the Property.

7.5 The Customer shall k  
months to prevent da  
plumbing apparatus b

o a reasonable level during the winter  
e water pipes drains tanks and other

7.6 The Customer shall  
disrepair affecting the

damage, destruction, loss, defect or  
es to the attention of the Customer.

7.7 The Customer shall p  
the Agency, the owne

otacle(s) provided for the Property by  
er competent authority.

7.8 The Customer shall a  
written authority toge  
Property at reasonab  
to carry out any nece  
(with regard to the w  
interfere with or obstr

r of the Property or anyone with their  
d necessary appliances to enter the  
ct its condition and state of repair and  
Agency has given reasonable notice  
orehand and the Customer shall not

7.9 The Customer shall  
with their authority to

w the Agency, the owner or anyone  
me and without notice.

7.10 The Customer shall u  
<<insert maximum nu

e holiday residence for a maximum of  
le only.

7.11 The Customer shall n  
cause damage or an  
or occupiers of any a

roperty which may be a nuisance to or  
owner of the Property or the tenants

7.12 The Customer shall  
heard outside the Pro

ument or other device which can be  
8am.

7.13 The Customer shall n

illegal or immoral purposes.

7.14 The Customer shall  
affecting the freehold  
Customer's attention.

way which contravenes a restriction  
title which has been brought to the

7.15 The Customer shall n  
collect in or on the Pr

ngorous or inflammable substance to  
ded for general domestic use.

7.16 The Customer shall  
outside the Property.

r advertisement that is visible from

7.17 [The Customer shall n

on the Property.]

**OR**

[The Customer shall  
well behaved dog.]

t on the Property other than a single

**OR**

[The Customer shall n  
the Agency's written c

on the Property without first obtaining  
conditions imposed by the Agency.]

7.18 The Customer shall n

onditions affecting the Property which

7.19 The Customer shall c  
have been brought to

7.20 The Customer shall n  
shall not part with pos

roperty or any part of the Property and  
n of the Property or any part of it.

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- 7.21 The Customer shall not
- 7.22 The Customer shall not
- 7.23 At the end of the Rental

occupy the Property as a lodger.  
 with the appearance structure exterior  
 the fixtures furniture and effects.  
 shall remove the Customer's belongings  
 and tidy so that the Property is ready

**8. Forfeiture**

- 8.1 If there has been a suspension

the Customer's obligations the  
 (coming to an end) the tenancy that exists  
 possession of the Property. The other  
 shall remain in force.

**9. General**

- 9.1 Any obligation on the Customer
- 9.2 Whenever there is more than one Customer
- 9.3 The Agency and Customer
- 9.4 An obligation in these Terms
- 9.5 Under section 48 of the Landlord

Terms and Conditions not to do an act or  
 or another person to do such act or  
 comprising the Agency or the Customer  
 them jointly and against each of them  
 the contract between them should be  
 the Contracts (Rights of Third Parties)  
 pay money includes an obligation to  
 the Act 1987 the Customer is hereby  
 (notices) must be served on the landlord

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- 9.6 The contract between the Customer

Customer shall be governed by the law of

