

## HOLIDAY FLAT TERMS AND CONDITIONS

These Terms and Conditions apply to the hire of holiday accommodation by <<Name of Agency>> ("**Agency**"). The Agency and its owners of holiday accommodation. The Terms and Conditions form the basis of the agreement with the Agency so please read them carefully before making a reservation.

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### 1. Definitions

**"Block"**

and grounds known as <<Name of Property>>

**"Booking Confirmation"**

confirmation of booking provided to the Customer when booking has been accepted;

**"Booking Deposit"**

the Rent;

**"Booking Form"**

the holiday accommodation booking form completed by the Customer;

**"Customer"**

the person booking holiday accommodation;

**"End Date"**

the last day of the Rental Period;

**"Inventory"**

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

**"Property"**

the holiday accommodation department identified in the Booking Form and the fixtures furniture and effects included in the Inventory;

**"Rent"**

the amount specified in the Booking Form;

**"Rental Period"**

the period specified in the Booking Form;

**["Security Deposit"**

the amount of the Rent] OR [£<< >>]]

**"Start Date"**

the first day of the Rental Period.

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## 2. Booking and Payment of

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

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## 3. Payment of Rent

- 3.1 The Customer must pay the Rent due to the Agency at least <<insert number of days>> before the Start Date.

## 4. [Security Deposit

- 4.1 The Customer must pay the Security Deposit to the Agency no later than the date on which the booking is made.
- 4.2 The Security Deposit will be held by the Agency and applied against the cost of remedying any damage caused by the Customer.
- 4.3 The Security Deposit will be returned to the Customer not more than 14 days after the End Date of the booking, or the date of remedying any damage.]

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## 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 Agency shall be entitled to retain a cancellation fee of £<<insert amount, e.g. 50>> but the Agency will refund all other sums paid.
- 5.2 If the Customer cancels the booking less than <<insert number of weeks>> weeks as above, e.g. 7 weeks, the following provisions will apply:
  - 5.2.1 cancellation less than <<insert number of weeks>> weeks before the Start Date – the Agency retains <<insert percentage>>% of the Rent and will refund all other sums paid.
  - 5.2.2 cancellation less than <<insert number of weeks>> weeks before the Start Date – the Agency retains <<insert percentage>>% of the Rent and will refund all other sums paid.
  - 5.2.3 cancellation less than <<insert number of weeks>> weeks before the Start Date – the Agency retains <<insert percentage>>% of the Rent and will refund all other sums paid.
  - 5.2.4 cancellation less than <<insert number of weeks>> weeks before the Start Date – the Agency retains <<insert percentage>>% of the Rent and will refund all other sums paid.
- 5.3 If the Customer has not paid the Rent and Security Deposit] by the date specified in Clause 3.1, the booking shall be deemed to have cancelled the booking under Clause 5.1.

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

- 6.1 The Agency agrees to ensure that the Customer may quietly possess and enjoy the Property during the Rental Period without any interruption from the Agency, the owner or any person acting in trust for the owner.
- 6.2 [The Agency shall provide the Customer with linen and towels at the Property.]
- 6.3 The Customer may not store any items in the corridors staircase and lift (if any) leading to 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 or be damaged in any way and to keep it tidy at all times.
- 7.2 The Customer shall be responsible for any damage caused to the Property (including the fixtures and fittings) during the Rental Period 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 express or implied permission.
- 7.3 The Customer shall return the Property at the end of the Rental Period in the Inventory clean and in the same condition as when it was received (fair wear and tear excepted) and shall make good or replace with article of equal value such as may be lost, broken or destroyed (including items belonging to the Agency) to pay compensation to the Agency).
- 7.4 The Customer shall be responsible for any damage to the taps, baths, wash basins, toilets, cisterns, showers, etc. caused exclusively by the Customer or anyone exclusively serving the Property.
- 7.5 The Customer shall be responsible for any damage to the Property caused by the Customer or anyone exclusively serving the Property during the Rental Period to a reasonable level during the Rental Period to the property or the water pipes drains during the Rental Period by bad weather.
- 7.6 The Customer shall be responsible for any damage, destruction, loss, defect or disrepair of the Property caused by the Customer or anyone exclusively serving the Property as soon as it comes to the attention of the Customer.
- 7.7 The Customer shall be responsible for any damage, destruction, loss, defect or disrepair of the Property caused by the Customer or anyone exclusively serving the Property as soon as it comes to the attention of the Customer.
- 7.8 The Customer shall be responsible for any damage, destruction, loss, defect or disrepair of the Property caused by the Customer or anyone exclusively serving the Property as soon as it comes to the attention of the Customer.
- 7.9 The Customer shall be responsible for any damage, destruction, loss, defect or disrepair of the Property caused by the Customer or anyone exclusively serving the Property as soon as it comes to the attention of the Customer.
- 7.10 The Customer shall be responsible for any damage, destruction, loss, defect or disrepair of the Property caused by the Customer or anyone exclusively serving the Property as soon as it comes to the attention of the Customer.
- 7.11 The Customer shall be responsible for any damage, destruction, loss, defect or disrepair of the Property caused by the Customer or anyone exclusively serving the Property as soon as it comes to the attention of the Customer.

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to or cause damage to the tenants or occupants of the Property.

Agency, the owner of the Property or the Agency.

7.12 The Customer shall not use any instrument or other device which can be heard outside the Property before 8am.

instrument or other device which can be heard outside the Property before 8am.

7.13 The Customer shall not use the Property for any illegal or immoral purposes.

any illegal or immoral purposes.

7.14 The Customer shall not use the Property in a way which contravenes a restriction affecting (by way of mortgage or leasehold) title which has been brought to the Customer's attention.

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7.15 The Customer shall not use the Property for any dangerous or inflammable substance to collect or store for domestic use.

any dangerous or inflammable substance to collect or store for domestic use.

7.16 The Customer shall not use the Property for any advertisement that is visible from outside the Property.

any advertisement that is visible from outside the Property.

7.17 [The Customer shall not use the Property for any pet on the Property.]

[The Customer shall not use the Property for any pet on the Property.]

**OR**

[The Customer shall not use the Property for any pet on the Property other than a single well behaved pet.]

any pet on the Property other than a single well behaved pet.]

**OR**

[The Customer shall not use the Property for any pet on the Property without first obtaining the Agency's consent, subject to any conditions imposed by the Agency.]

any pet on the Property without first obtaining the Agency's consent, subject to any conditions imposed by the Agency.]

7.18 The Customer shall not use the Property for any other purpose.

any other purpose.

7.19 The Customer shall not use the Property which have planning conditions affecting the Property which have not been brought to the Customer's attention.

planning conditions affecting the Property which have not been brought to the Customer's attention.

7.20 The Customer shall not use the Property or any part of the Property and shall not sublet or share occupation of the Property or any part of the Property.

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7.21 The Customer shall not use the Property to occupy the Property as a lodger.

to occupy the Property as a lodger.

7.22 The Customer shall not use the Property where with the appearance structure exterior or interior of the Property and effects of the arrangement of the fixtures furniture and effects.

where with the appearance structure exterior or interior of the Property and effects of the arrangement of the fixtures furniture and effects.

7.23 The Customer shall not use the Property for washing in the common areas.

ings place any items or hang any items in the common areas.

7.24 The Customer shall not use the Property for its agents or any member of the Agency to make in the interest of the Agency.

itions which the owner of the Block, the Agency or the Block may from time to time require for the benefit of the Block.

7.25 At the end of the Rental Period the Customer shall remove the Customer's belongings from the Property and leave the Property clean and tidy so that the Property is ready for occupation.

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**8. Forfeiture**

8.1 If there has been a breach of any of the Customer's obligations the Agency may on behalf of the Agency bring to an end) the tenancy that exists in relation to the Property and may recover possession of the Property.

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Property. The other  
remain in force.

the Agency and the owner will

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9. **General**

9.1 Any obligation on the  
act or thing includes  
such act or thing.

Terms and Conditions not to do an  
omit or suffer another person to do

9.2 Whenever there is  
Customer their obligations  
against each of them

in comprising the Agency or the  
ed against all of them jointly and

9.3 The Agency and Customer  
should be enforceable  
of Third Parties) Act

that the contract between them  
by virtue of the Contracts (Rights  
ner of the Property.

9.4 An obligation in the  
obligation to pay Value

to pay money includes an  
t of that payment.

9.5 Under section 48  
hereby notified that  
on the landlord by the

enant Act 1987 the Customer is  
s in proceedings) must be served  
wing address:-

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9.6 The contract between  
law of England and

customer shall be governed by the

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