

HOLIDAY LETTING AGREEMENT AND CONDITIONS

These Terms and Conditions apply to the management of holiday accommodation bookings and manage bookings of holiday accommodation on behalf of the Owner. These Terms and Conditions form the basis of the Owner's contract with the Agent. The Agent must read them carefully before signing the Appointment Form.

1. Definitions

"Agency Period"

"Appointment Form"

"Commission"

"Deposit"

"Final Balance"

"Letting Periods"

"Owner"

"Property"

"Rental Fees"

The Agent (<< Agent >>) is appointed to manage the Property and Conditions form the basis of the Owner's contract with the Agent. The Agent must read them carefully before signing the Appointment Form.

period specified in the Appointment Form.

Appointment Form completed and signed by the Owner in order to appoint the Agent as the Agent.

Commission (Clause 6) << >>% of the Rental Income received by the Agent in any month;

Deposit paid by a customer to secure a booking of the Property;

Final Balance the amount due less the Deposit;

Letting Periods the period of time during which the Property is available for lettings as set out in the Appointment Form agreed between the Owner and the Agent.

Letting Periods the period of time during which the Property is available for lettings as set out in the Appointment Form agreed between the Owner and the Agent. The Agent must make the Property available for lettings for << weeks >> weeks [between the << month >> and << month >>] in each year] and the Property is available for lettings, the Agent must make the Property available for lettings for << weeks >> weeks during the peak periods, e.g. school holidays >>];

Letting Periods the period of time during which the Property is available for lettings as set out in the Appointment Form agreed between the Owner and the Agent. The Agent must make the Property available for lettings for << weeks >> weeks [between the << month >> and << month >>] in each year].

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 rental of the Property (excluding a

“Reserved Periods”

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

“Security Deposit”

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>>];

posit received from a customer in
damage to the Property.

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

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

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
marketing of the Pr
management of the
- 2.2 The Owner shall ne
the Owner’s agent f

their agent in the promotion and
bookings for holiday lettings and the

period appoint any other person as
ed in clause 2.1.

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 ens
are kept in good ar
throughout the Age

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

and its fittings, fixtures and contents
paired and replaced as necessary

- 3.6 The Agent shall ensure the Property is kept in good decorative order throughout the Agency Period.
- 3.7 The Agent shall ensure the Property is cleaned thoroughly and fresh bed linen and towels provided.
- 3.8 The Agent shall make the Property available to the Owner at all reasonable times and shall provide advice relating to the Property.
- 3.9 The Agent shall provide a summary of all bookings, enquiries and complaints it receives to the Owner.
- 3.10 The Agent shall notify the Owner of changes to laws and regulations relating to the use of the Property and shall forthwith notify the Owner of a breach of any of those laws or regulations in relation to the Property.
- 3.11 The Agent shall keep the Owner informed of conditions in the market and opportunities for the letting of the Property.
- 3.12 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.
- 3.13 Subject as provided in the Conditions and to any directions properly give, the Agent shall be entitled to perform its duties in accordance with the Terms and Conditions in such manner as it may think fit.
4. **Lettings**
- 4.1 All lettings shall be on such terms as the Agent shall reasonably determine.
- 4.2 The Agent shall enter into lettings on behalf of the Owner 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 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 loss or damage (including but not limited to a claim for damages) which the Agent may reasonably incur in defending a claim against the Agent which it may incur by reason only of its performance of its duties in accordance with the Terms and Conditions.
6. **Financial Provisions**
- 6.1 In consideration of the Agent's services under these Terms and Conditions, the Owner shall pay the Commission to the Agent in accordance with this Clause.

- 6.2 Deposits are to be held in a separate account until the date on which the Final Balance is due and are 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 withdraw the balance at the end of each month during the Agency Period and thereafter:
- 6.5.1 send to the Owner the following amounts, in relation to the Property:
- a) all Deposits
 - b) all Final Balances
 - c) all Security Deposits
 - d) any rental income
 - e) all expenses
 - f) the Commission payable to the Agent
- 6.5.2 retain the Security Deposits in accordance with Clause 6.2 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, at the reasonable request of the Owner permit the Owner or its authorised representatives to inspect all such records and accounts (but not exceeding 30 days).
- 6.7 All sums payable to the Owner shall be exclusive of any value added tax or other taxes, which shall be added to the sum payable to the Owner for the relevant calculation.

7. Duration and Termination

- 7.1 The contract between the Agent and the Owner shall come into force on the date specified in the Agency Agreement and shall continue for the Agency Period, subject to the terms of the Agency Agreement.
- 7.2 Either party shall have the right to terminate the Agency Agreement by giving not less than << >> months' written notice in writing prior to the expiry of the Agency Period (or any further period to which the contract has been extended pursuant to this provision) or 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 at any time after << >> months.
- 7.4 Either party may for any reason terminate the Agency Agreement by giving written notice to the other party if:

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7.4.1 any sum owed by the Agent to the Owner under any of the provisions of these Terms is not paid within 14 days of the due date;

7.4.2 that other party is in breach of any of the provisions of these Terms and the breach is capable of remedy, and the Agent has given written notice to the other party requiring it to be remedied;

7.4.3 an encumbrance (including a mortgage) on the Property, or (where that other party is a company) any of the property or assets of that other party;

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

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

7.4.6 anything which would prevent the Agent from proceeding under the law of any jurisdiction to enforce the provisions of these Terms against the other party;

7.4.7 that other party is, or has been, or is to become, insolvent or unable to cease, to carry on business.

7.5 For the purposes of this Clause 7, the Agent shall be considered capable of remedying the breach if the party in question is capable of remedying the breach with the provision in question in all respects other than the time for performance (provided that the time of performance is not of the essence).

7.6 The rights to terminate the contract conferred by this Clause 7 shall not prejudice any other right or remedy available to the Agent in respect of the breach concerned (if any) or any other breach of these Terms.

7.7 If at any time control of the Property is exercised by any person or group of connected persons (as defined in section 974 of the Income and Corporation Taxes Act 1988) of whom the Agent is not a member, the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the reasons for the notice. If the Agent has not given such notice within 14 days of the time when << >> months written notice from the Agent was given, to terminate the contract, the contract shall be deemed to have been terminated.

8. Consequences of Termination

Upon the termination of the contract for any reason, the Agent and the Owner shall be bound by the following provisions:

8.1 the Agent shall cease to act as the Agent for the Property;

8.2 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of commission or any similar loss (except unpaid Commission).

9. Nature of Agreement

- 9.1 The contract between the parties is personal to the parties and neither party may assign, sub-assign, charge (otherwise than by floating charge) or sub-licence the contract or sub-contract or otherwise delegate any of its obligations under the contract except with the written consent of the other party.
- 9.2 These Terms and Conditions and the Appointment Form contain the entire agreement between the parties in respect to the Property and may not be modified or varied in writing signed by the duly authorised representatives of the parties.
- 9.3 Each party acknowledges that in entering into the contract, it does not rely on any representation, statement or warranty made by the other party except as expressly provided in these Terms and Conditions and the Appointment Form, and all conditions, warranties or other provisions of common law are excluded to the fullest extent permitted by law.
- 9.4 No failure or delay in exercising any of its rights under the contract shall be deemed to be a waiver of any subsequent breach of that right, and no waiver by either party of a breach of the contract shall be deemed to be a waiver of any subsequent breach or any other provision.
- 9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be unenforceable in whole or in part, these provisions shall nevertheless remain valid as to the other provisions and the remainder of the contract shall remain enforceable.

10. Notices and Service

- 10.1 Any notice or other communication authorised by these Terms and Conditions to be given to the other party shall be given by one of the following methods:
- 10.1.1 delivering it to the other party;
- 10.1.2 sending it by first class post; or
- 10.1.3 sending it by any other reliable means of communication.
- 10.2 Any notice or information given to the other party in the manner provided by Clause 10.1.2 which is not received by the other party shall be deemed to have been given on the date it was posted; and proof that the notice or information was properly addressed and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been received by the other party.
- 10.3 Any notice or information given to the other party by any other reliable means of communication shall be deemed to have been duly given on the date it was given, provided that a confirming copy of it is sent to the other party at the address given in Clause 10.4 within 24 hours of the date it was given.
- 10.4 Service of any document or notice in connection with any legal proceedings concerning or arising out of the contract shall be effected by either party by delivering it to the other party at its registered or principal office,

or to such other address as may be notified to it by the other party in writing from time to time.

to it by the other party in writing

11. **Relationship of the Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of a partner or employee between the Owner and the Agent.

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12. **Jurisdiction**

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of New York and each party hereby submits to the non-exclusive jurisdiction of the courts of the State of New York.

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