

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 and 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 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 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 and agreed between the Owner and the Agent

"Owner"

the person who owns the Property;

"Property"

the property (including any land 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)

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“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
marketing of the Pro
- 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 a 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 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 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 repair and shall be 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 against the Agent) it may incur by reason only of its negligence or breach of these Terms and Conditions.

6. Financial Provisions

- 6.1 In consideration of the services to be provided 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 5 days of the end of each month during the Agency Period and thereafter:

6.5.1 send to the Owner 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 received
- e) all expenses incurred
- f) the Commission payable to the Agent for that month

6.5.2 retain the Deposits and Security Deposits in accordance with Clause 6.2 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 at the reasonable request of the Owner permit the Owner or its authorized representatives to inspect all such records and accounts and to take copies thereof at all reasonable times (but not exceeding 4 hours).

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 in question or otherwise as may be relevant to the relevant calculation.

7. Duration and Termination

7.1 The contract between the Owner 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) and to extend the contract 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 force the termination of 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 a party to any arrangement with his or its creditors or any other person in order (within the meaning of the Insolvency Act 1986);

any arrangement with his or its creditors or any other person in order (within the meaning of the Insolvency Act 1986);

7.4.5 that other party is a party to any arrangement made against the interests of the creditors of a company (except for a voluntary arrangement) or a firm (except for a voluntary arrangement) or a company or firm which is in liquidation or re-construction and in such a manner as to result in that other party effectively agreeing to be bound by any of the provisions imposed on that other party

or firm) has a bankruptcy order made against it or a company goes into liquidation or re-construction and in such a manner as to result in that other party effectively agreeing to be bound by any of the provisions imposed on that other party

7.4.6 anything and all in respect of which the law of any jurisdiction other than that of the Agent applies

foregoing under the law of any jurisdiction other than that of the Agent applies

7.4.7 that other party is a party to any arrangement made against the interests of the creditors of a company (except for a voluntary arrangement) or a firm (except for a voluntary arrangement) or a company or firm which is in liquidation or re-construction and in such a manner as to result in that other party effectively agreeing to be bound by any of the provisions imposed on that other party

to cease, to carry on business.

7.5 For the purposes of this Clause 7, a party shall be considered capable of remedying a breach of the provisions of this Clause 7 if the party is capable of remedying the breach in all respects other than those relating to performance (provided that the time of performance is not of the essence)

shall be considered capable of remedying a breach of the provisions of this Clause 7 if the party is capable of remedying the breach in all respects other than those relating to performance (provided that the time of performance is not of the essence)

7.6 The rights to terminate the contract under any other right or remedy (including any other breach) or any other breach shall not be affected by this Clause 7

by this Clause 7 shall not prejudice the rights to terminate the contract under any other right or remedy (including any other breach) or any other breach shall not be affected by this Clause 7

7.7 If at any time controlled by the Agent (within the meaning of section 840 of the Income and Corporation Taxes Act 1988) of any person or group of connected persons (as defined in section 840 of the Income and Corporation Taxes Act 1988) not having control of the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the notice shall be given not less than << >> months written notice from the Agent was given, to terminate the contract

840 of the Income and Corporation Taxes Act 1988) of any person or group of connected persons (as defined in section 840 of the Income and Corporation Taxes Act 1988) not having control of the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the notice shall be given not less than << >> months written notice from the Agent was given, to terminate the contract

8. **Consequences of Termination**

Upon the termination of the contract 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 liability to the Owner for compensation for loss of agency rights, loss of commission or any other similar loss (except unpaid Commission).

owner for compensation for loss of agency rights, loss of commission or any other similar loss (except unpaid Commission).

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9. **Nature of Agreement**

- 9.1 The contract between neither party may (charge) or sub-licen delegate any of its the other party.
- 9.2 These Terms and C entire agreement b not be modified e authorised represen
- 9.3 Each party acknow any representation, in these Terms and warranties or other the fullest extent pe
- 9.4 No failure or delay contract shall be de party of a breach o waiver of any subse
- 9.5 If any provision of competent authority Terms and Conditio the remainder of the

gent is personal to the parties and charge (otherwise than by floating under, or sub-contract or otherwise except with the written consent of

the Appointment Form contain the respect to the Property and may t in writing signed by the duly

to the contract, it does not rely on sion except as expressly provided ppointment Form, and all conditions, e or common law are excluded to

exercising any of its rights under the that right, and no waiver by either contract shall be deemed to be a e or any other provision.

ions is held by any court or other rceable in whole or in part, these alid as to the other provisions and

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10. **Notices and Service**

- 10.1 Any notice or othe Conditions to be giv
 - 10.1.1 delivering it
 - 10.1.2 sending it by
 - 10.1.3 sending it by means of co
 to the other party at
- 10.2 Any notice or inform 10.1.2 which is not have been given o posted; and proof th was properly addre been so returned to information has bee
- 10.3 Any notice or inform comparable means given on the date o as provided in Clau 10.4 within 24 hours
- 10.4 Service of any d concerning or arisin causing it to be deli

r authorised by these Terms and other shall be given by:

class post; or

simile transmission or comparable

use 10.4.

the manner provided by Clause s undelivered shall be deemed to the envelope containing it was so ing any such notice or information d and posted, and that it has not fficient evidence that the notice or

ex, cable, facsimile transmission or l be deemed to have been duly that a confirming copy of it is sent rty at the address given in Clause

oses of any legal proceedings shall be effected by either party by at its registered or principal office,

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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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