

**TERMS AND CONDITIONS FOR
SERVICES FOR SH**

**BOOKING AND MANAGEMENT
ACCOMMODATION**

These Terms and Conditions apply to the Agent who will handle bookings and fully manage the Accommodation on a similar website. The Terms and Conditions of the Owner's contract with the Agent so please read them carefully.

The Agent (<< Agent >> ("Agent")) is appointed to manage the Accommodation on a short-term basis via Airbnb or a similar website. The Terms and Conditions of the Owner's contract with the Agent so please read them carefully.

1. Definitions

"Accommodation"

the Accommodation (including any garden, if any) identified in the Appointment Form.

"Agency Period"

the period specified in the Appointment Form.

"Appointment Form"

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

"Commission"

the amount (as defined in clause 6) << Commission >>% of the Rental Income payable in respect of the Accommodation in any month.

"Deposit"

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

"Final Balance"

the amount payable less the Deposit;

"Letting Periods"

the periods of time during which the Accommodation is available for lettings as set out in the Appointment Form or otherwise agreed between the Owner and the Agent]

"Owner"

the person who owns the Accommodation;

"Rental Fees"

the amount due from a customer in respect of the Accommodation (excluding the Deposit).

“Reserved Periods”

...ds of time during which the
...reserved for use by the Owner as
...ent Form or otherwise agreed
...and the Agent]

“Security Deposit”

...of weeks>> weeks in each year
...ommodation is reserved for use
...weeks to be agreed between the
...ent provided that the Owner may
...ommodation for <<number of
...peak periods of <<insert details,
...>];

...posit received from a customer in
...damage to the Accommodation.

2. Appointment of Agent

2.1 The Owner appoints
marketing of the Accommodation
and the management of the
Accommodation.

...their agent in the promotion and
...of bookings for short-term lettings
... .

2.2 The Owner shall not
the Owner’s agent for

...period appoint any other person as
...ed in Clause 2.1.

3. The Agent’s Duties

3.1 The Agent shall
Accommodation and
lettings.

...rs to promote and market the
...the Accommodation for short-term

3.2 Without prejudice to
particulars of the
footage] and photographs
the Owner, the Agent
Airbnb.

...use 3.1, the Agent shall prepare
...ng a written description [, video
...articulars have been approved by
...website such as (but not limited to)

3.3 The Agent shall in
Owner’s agent.

...ommodation describe itself as the

3.4 The Agent shall act
sound commercial p

...diligence and in accordance with

3.5 The Agent shall pro

...Accommodation (at its own cost):

3.5.1 good quality

3.5.2 good quality

...s, bath mats and tea towels;

3.5.3 supplies of
liquid and dis

...onditioner, hand soap, washing-up
...se by guests;

3.5.4 batteries, lig
to the fittings

...mables that are needed in relation
...ccommodation; and

3.5.5 all cleaning
Agent.

...equipment required for use by the

3.6 The Agent shall:

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- 3.6.1 take bookings, receive payment from guests on, receive payment from guests and correspond with guests before and after their stay;
- 3.6.2 make arrangements for guests to collect and return keys to the Accommodation;
- 3.6.3 be the sole point of contact for guests to report problems or raise queries about the Accommodation during their stay; and
- 3.6.4 provide guests with the telephone number they can call should they require assistance.

- 3.7 The Agent shall ensure that the Accommodation is:
 - 3.7.1 the Accommodation is regularly inspected and any damage or safety concerns are reported to the Owner;
 - 3.7.2 the Accommodation is kept clean, maintained and tidied;
 - 3.7.3 all bins are emptied regularly;
 - 3.7.4 kitchen equipment is cleaned away tidily;
 - 3.7.5 all used bed linen, towels and tea towels are removed;
 - 3.7.6 the beds are made up with clean linen provided by the Agent;
 - 3.7.7 clean bathroom and kitchen supplies are provided by the Agent;
 - 3.7.8 fresh supplies of toilet paper, soap, washing-up liquid and dishwasher tablets are provided by the Agent; and
 - 3.7.9 minor items are replaced, including batteries and light bulbs.

- 3.8 The Agent shall ensure that the Accommodation and its fittings, fixtures and contents are kept in good decorative condition and repaired and replaced as necessary throughout the Agency Period and that the Accommodation is kept in good decorative condition.
 - 3.8.1 repairs, replacement and maintenance costing less than £<<e.g. 100>> may be carried out by the Agent at the Owner's cost (but at the Owner's cost); and
 - 3.8.2 the Owner's consent is required before undertaking any repairs, replacement or maintenance costing more than the same figure as above, e.g. 100>> or more (and the cost of such repairs, replacement or maintenance is at the Owner's cost).

- 3.9 The Agent shall make the Accommodation available to the Owner at all reasonable times and shall provide access for the purposes of consultation and advice relating to the Accommodation.

- 3.10 The Agent shall provide a summary of all bookings, enquiries and complaints it receives to the Owner for the Accommodation.

- 3.11 The Agent shall notify the Owner of changes to laws and regulations relating to the use of the Accommodation for holiday accommodation lettings and shall forthwith advise the Owner if it becomes aware of a breach of any of those laws or regulations affecting the use of the Accommodation.

- 3.12 The Agent shall keep the Owner informed of conditions in the market and opportunities for the use of the Accommodation.

- 3.13 The Agent shall obtain all necessary licences, permits and consents for the performance of its duties during the Agency Period all necessary or advisable for the performance of its duties and Conditions.

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3.14 Subject as provided in the Conditions and to any directions which the Owner may properly give, the Agent shall be entitled to perform the Terms and Conditions in such manner as it may think fit.

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4. Lettings

4.1 All lettings shall be on such terms as the Agent shall reasonably determine.

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.

contracts and receive payments on the Owner's behalf.

5. Rights and Duties of the Owner

5.1 The Owner shall make available during the Letting Periods.

make available during the Letting Periods.

5.2 The Owner shall be responsible for the accommodation during the Reserved Periods.

responsible for the accommodation during the Reserved Periods.

5.3 The Owner shall provide the Accommodation:

provide the Accommodation:

5.3.1 all necessary appliances and equipment and tableware;

all necessary appliances and equipment and tableware;

5.3.2 a reasonable quantity of linens and

linens and

5.3.3 duvets and pillows.

duvets and pillows.

5.4 Subject to compliance with the Conditions, the Owner shall be liable but not limited to all costs which the Agent may incur in defending and being held out as the

Subject to compliance with the Conditions, the Owner shall be liable but not limited to all costs which the Agent may incur in defending and being held out as the

6. Financial Provisions

6.1 In consideration of the Commission and Conditions, the Agent shall be entitled to receive the Commission and other sums to the

In consideration of the Commission and Conditions, the Agent shall be entitled to receive the Commission and other sums to the

6.2 Deposits are to be held in a separate account until the date on which the Final Balance is due to be withdrawn from the separate account and treated as

Deposits are to be held in a separate account until the date on which the Final Balance is due to be withdrawn from the separate account and treated as

6.3 The calculation of the Commission shall not include Deposits until they become Rental Fees in accordance with clause 6.2.

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6.4 Security Deposits are to be held in a separate account until such time as they are either drawn on or are returned to the guest.

Security Deposits are to be held in a separate account until such time as they are either drawn on or are returned to the guest.

6.5 The Agent shall within the Agency Period and thereafter:

The Agent shall within the Agency Period and thereafter:

6.5.1 send to the Owner, setting out, in relation to the Accommodation:

send to the Owner, setting out, in relation to the Accommodation:

a) all Deposits

b) all Final Balances

c) all Security Deposits

d) any other sums

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- e) any e...er Clause 3.8; and
 - f) the C...gent
- for that mont

6.5.2 retain

- a) the D...th Clause 6.2;
 - b) the S...dance with Clause 6.4;
 - c) the C...
 - d) an ar...nditure incurred under Clause 3.8;
- and remit the

6.6 If the Agent does not pay invoices for expenditure on behalf of the Owner to settle Clause 3.8, the Owner shall put the Agent in funds within 14 days of being notified of the sum required. Where the Agent may elect to have the invoice sent direct to the Owner.

6.7 The Agent shall keep accurate accounts of all financial transactions relating to the Agency and shall at the reasonable request of the Owner or its duly appointed representatives to inspect all such records and take copies thereof at all reasonable times (but not more than once every << >> months).

6.8 All sums payable to the Agency, including value added tax or other taxes, which shall be added to the sum in question or otherwise, shall be included in the relevant calculation.

7. Duration and Termination

7.1 The contract between the Agency 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) or for a further period of << >> years.

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.

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

7.4.1 any sum owed to the Agency under any of the provisions of these Terms and Conditions 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 Conditions and the breach is capable of remedy, and the other party fails to remedy the breach within 14 days after being given written notice and requiring it to be remedied.

7.4.3 an encumbrance is placed on, or (where that other party is a company) a charge is created over, any of the property or assets of that other party.

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7.4.4 that other p
creditors or
order (within

ary arrangement with his or its
comes subject to an administration
ency Act 1986);

7.4.5 that other p
made again
(except for
such a man
to be bound
under these

(or firm) has a bankruptcy order
(a company) goes into liquidation
ation or re-construction and in
ulting therefrom effectively agrees
ations imposed on that other party

7.4.6 anything an
jurisdiction o

foregoing under the law of any
her party;

7.4.7 that other pa

to cease, to carry on business.

7.5 For the purposes of
remedy if the party
respects other than
performance is not

h shall be considered capable of
with the provision in question in all
rmance (provided that the time of

7.6 The rights to termin
any other right or re
any) or any other br

y this Clause 7 shall not prejudice
espect of the breach concerned (if

7.7 If at any time contro
Taxes Act 1988) of
persons (as defined
at the start of the A
to the Owner ident
Owner shall be enti
the Agent within <<
terminate the contra

340 of the Income and Corporation
any person or group of connected
(ct) not having control of the Agent
t shall forthwith give written notice
up of connected persons and the
an << >> months written notice to
ice from the Agent was given, to

8. Consequences of Termin

Upon the termination of t
reason:

e Agent and the Owner for any

8.1 the Agent shall cea
the Accommodation

advertise or solicit customers for

8.2 the Agent shall hav
agency rights, los
Commission).

owner for compensation for loss of
y similar loss (except unpaid

9. Nature of Agreement

9.1 The contract betwe
neither party may
charge) or sub-licen
delegate any of its
the other party.

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

9.2 These Terms and C
entire agreement be
may not be modifi
authorised represen

the Appointment Form contain the
espect to the Accommodation and
ent in writing signed by the duly

9.3 Each party acknowl
any representation,
in these Terms and

to the contract, it does not rely on
sion except as expressly provided
ointment Form, and all conditions,

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warranties or other
the fullest extent per

or common law are excluded to

9.4 No failure or delay
contract shall be de
party of a breach o
waiver of any subse

cising 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.

9.5 If any provision of t
competent authority
Terms and Conditio
the remainder of the

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

10. Notices and Service

10.1 Any notice or othe
Conditions to be giv

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

10.1.1 delivering it t

class post; or

10.1.2 sending it by

simile transmission or comparable

10.1.3 sending it by
means of co

use 10.4.

to the other party at

10.2 Any notice or infor
10.1.2 which is not
have been given o
posted; and proof th
was properly addre
been so returned to
information has bee

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

10.3 Any notice or inform
comparable means
given on the date o
as provided in Clau
10.4 within 24 hours

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

10.4 Service of any d
concerning or arisin
causing it to be deli
or to such other ad
from time to time.

oses of any legal proceedings
shall be effected by either party by
at its registered or principal office,
d to it by the other party in writing

11. Relationship of the Parties

Nothing in these Terms a
partnership or the relatio
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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