

TERMS AND CONDITIONS OF SERVICE FOR AGENCY PROVIDING SERVICES FOR HOLIDAY ACCOMMODATION

These Terms and Conditions apply to the management of holiday accommodation. The Terms and Conditions form part of the contract with the Agent so please read them carefully before signing.

1. Definitions

“Accommodation”

“Agency Period”

“Appointment Form”

“Fees”

“Owner”

2. Appointment of Agent

- 2.1 The Owner appoints the Agent as their agent in the management of the Accommodation.
- 2.2 The Owner shall not during the Agency Period appoint any other person as the Owner's agent for the Accommodation as set out in Clause 2.1.

3. The Agent's Duties

- 3.1 The Agent shall in the management of the Accommodation describe itself as the Owner's agent.
- 3.2 The Agent shall act with reasonable care, diligence and in accordance with sound commercial practice.
- 3.3 The Agent shall:
 - 3.3.1 make arrangements for the collection and return of keys to the Accommodation;
 - 3.3.2 be the first point of contact for guests to report problems or raise queries about their stay; and
 - 3.3.3 provide guests with a contact number they can call should they require assistance.
- 3.4 The Agent shall ensure that:
 - 3.4.1 the Accommodation is inspected and any damage, loss or shortage of supplies of consumables are reported to the Owner;
 - 3.4.2 the Accommodation is kept clean and tidied;
 - 3.4.3 all bins are emptied;
 - 3.4.4 kitchen equipment is washed and put away tidily;

E

- | Rights and Duties of the Owner | |
|--------------------------------|---|
| 4.1 | As soon as reasonably practicable after accepting a booking of the Accommodation the Owner shall inform the Agent of: |
| 4.1.1 | the name of the guest and their contact details; |
| 4.1.2 | the start date and duration of the stay; and |
| 4.1.3 | any other information requested by the guest. |
| 4.2 | The Owner shall be responsible for the Accommodation bookings for the Accommodation, including responding with guests before and after their stay (but not including the cost for arranging the collection and return of keys). |
| 4.3 | The Owner shall provide the Accommodation with: |
| 4.3.1 | all necessary appliances and equipment and tableware; |
| 4.3.2 | a reasonable quantity of clean linen; |
| 4.3.3 | duvets and pillows; |
| 4.3.4 | two sets of bed linen so that one set can be washed while the other is in use; |
| 4.3.5 | two sets of bath mats and tea towels so that one set can be washed while the other is in use; |
| 4.3.6 | supplies of toilet paper, hand cream, hair conditioner, hand soap, washing-up liquid and dish soap for use by guests (and the Owner shall replenish the supplies as and when needed). |

- 4.1 As soon as reasonably practicable after accepting a booking of the Accommodation the Owner shall provide the Agent of:

 - 4.1.1 the name of the guest and their contact details;
 - 4.1.2 the start date and end date of the stay; and
 - 4.1.3 any other information requested by the guest.

4.2 The Owner shall be responsible for all bookings for the Accommodation, including responding with guests before and after their stay (but not including the fee for arranging the collection and return of keys).

4.3 The Owner shall provide the following for the Accommodation:

 - 4.3.1 all necessary kitchen appliances and equipment and tableware;
 - 4.3.2 a reasonable quantity of bed linen;
 - 4.3.3 duvets and pillows;
 - 4.3.4 two sets of bath towels so that one set can be washed while the other is in use;
 - 4.3.5 two sets of kitchen towels, bath mats and tea towels so that one set can be washed while the other is in use;
 - 4.3.6 supplies of toilet paper, hair conditioner, hand soap, washing-up liquid and dishwasher tablets for use by guests (and the Owner shall replenish these supplies).

consumables that are needed in it at the Accommodation (and the as necessary); and

toothbrushes, cleaning products and other
equipment.

4.4 The Owner shall en

fixtures and contents are kept in
ired and replaced as necessary

decorative order throughout the

obligations under these Terms and
agent against any liability (including
which the Agent may reasonably
it may incur by reason only of its

5. Financial Provisions

by the Agent under these Terms
to the Agent in accordance with

the end of each month during the
 year thereafter, send to the Owner a
 statement for that month.

Conditions are exclusive of any
k, which shall be added to the sum
vant calculation.

6. Duration and Termination

gent shall come into force on the
nd shall continue for the Agency

by giving not less than << >>
prior to the expiry of the Agency
the contract has been extended
contract for a further period of << >>

giving to the other not less than $<<$
any time after $<< >>$.

tract by giving written notice to the

that other party under any of the
conditions is not paid within 14 days of

breach of any of the provisions of the breach is capable of remedy, 14 days after being given written notice and requiring it to be remedied.

S

A

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

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

foregoing under the law of any
her party;

to cease, to carry on business.

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

y this Clause 6 shall not prejudice
respect of the breach concerned (if

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

M

the Agent and the Owner for any

ent with the Accommodation;

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

P

agent 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 Accommodation and present in writing signed by the duly

- 8.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, statement or warranty except as expressly provided in these Terms and Conditions, Appointment Form, and all conditions, warranties or other provisions of the contract or common law are excluded to the fullest extent permitted by law.
- 8.4 No failure or delay in exercising any of its rights under the contract shall be deemed to constitute a waiver 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.
- 8.5 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 survive.

9. Notices and Service

- 9.1 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:
- 9.1.1 delivering it in person to the addressee;
 - 9.1.2 sending it by registered mail with acknowledgment of receipt or by express class post; or
 - 9.1.3 sending it by email or facsimile transmission or comparable electronic means of communication.
- 9.2 Any notice or information sent by any of the methods set out in Clause 9.1.2 which is not received by the addressee shall be deemed to have been given on the date it was posted; and proof that it 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.
- 9.3 Any notice or information sent by any of the methods set out in Clause 9.1.3 shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent by registered mail to the addressee at the address given in Clause 9.4 within 24 hours of the date of transmission.
- 9.4 Service of any document in connection with any legal proceedings concerning or arising out of the contract shall be effected by either party by delivering it to the addressee 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.

10. Relationship of the Parties

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

11. Jurisdiction

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