

## HOLIDAY LETTING AGREEMENT

This agreement (which also relates to our "General Booking Terms & Conditions" - see separate sheet) is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the owners, Mr Paul & Mrs Karen Wiseman of Tiptoe Farm, Lamellion, Liskeard, Cornwall PL14 4JT and the Guest(s) as represented by the Lead Guest as detailed below.

It is agreed that the Owners will let and that the Guest will take, the furnished premises at Tiptoe Cottage, Lamellion, Liskeard, Cornwall PL14 4JT (the Premises) for the time period set out on the Booking Form.

### The Guest agrees with the Owner as follows:

1. To pay the letting fee. A 20% deposit is due on confirmation and the balance is payable in full 6 weeks prior to the arrival date.
2. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
3. To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted).
4. Not to remove any of the internal furniture from its present position in the Premises.
5. To use the premises as a private holiday residence for up to 4 persons only and not for any other purposes whatsoever. Additional persons may be accommodated by prior arrangement only.
6. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
7. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
8. Not to use the property for any illegal purposes.
9. Not to make a loud noise such as to disturb adjoining properties between the hours of 11.00pm and 7.30am.
10. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
11. Not to smoke or permit smoking inside or on the Premises.
12. Not to allow pets inside or on the Premises.
13. To accept and abide by the General Terms & Conditions that comprise Page 2 of this Holiday Letting Agreement.

**Breakages / Extra Cleaning Deposit:** The guest will pay a deposit of £50 which is fully refundable, less any sum which may be due to the Owners from the Guest as a result of any breach of the Guest's obligations under this Agreement.

**On completion of the letting period:** The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement.

### Provisions and Declarations

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this Agreement.
2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
5. The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.

Signed: \_\_\_\_\_ Lead Guest Name (printed) \_\_\_\_\_

Date: \_\_\_\_\_

*Please return to: Paul & Karen Wiseman, Tiptoe Farm, Lamellion, Liskeard, Cornwall, PL14 4JT,*

*or take a photo of signed form and email to: forwisemans@msn.com*

## **General Booking Terms & Conditions**

### **BOOKING**

For all bookings, including those made by telephone or internet, the Lead Guest must complete and sign this Holiday Letting Agreement overleaf. This must be sent to us at the time of accepting the booking, either by mail or email. The Lead Guest must be over 18 years of age and authorised to make the booking and to accept these Booking Terms & Conditions by all persons named on the Property Rental Booking Form. The Lead Guest will be responsible for making all payments due.

On receipt of documents from us you must advise us if anything appears to be incorrect. We (the owners) regret that we cannot accept liability if we are not notified of any inaccuracies within 10 days of our dispatching the documents to you.

### **RENTAL PAYMENT**

In order to confirm your booking, payment of 20% of the total rental fee must be paid by BACS transfer, cheque, or other electronic mechanism as advised on our website. We also require you to return a signed Holiday Letting Agreement. If we do not receive your payment and signed forms within 5 days of your verbal or email confirmation, then we will release your reservation and will not be able to guarantee that the property will subsequently be available.

We must receive the balance of your rental fee by 6 weeks prior to the booking arrival date. If payment is not received by us in full and by the date given in our confirmation letter then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the clause "Cancellation by you" will be applicable.

Bookings received 6 weeks or less before the booking arrival date must be paid in full at the time of booking.

Although we would not anticipate any costing errors on the confirmation invoice, should there be an obviously incorrect price shown, then we will issue a new invoice and will not be bound by the price shown on the incorrect invoice.

### **YOUR CONTRACT**

Your contract comes into existence when your booking is confirmed by telephone (when you are booking 6 weeks or less before departure) and in all other cases when we dispatch our confirmation email / invoice. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

### **CANCELLATIONS – BY YOU (LEAD GUEST)**

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us. In the event of cancellation then the following charges become applicable:

**Less than 2 weeks prior to arrival date – 100% of full cost. Between 2-4 weeks prior to arrival date – 75% of full cost. Between 4-6 weeks prior to arrival date – 50% of full cost**

### **CANCELLATIONS – BY US**

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental, we will cancel the booking and provide a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

### **INSURANCE**

It is the responsibility of the Guests to ensure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions.

We also recommend that guests arrange adequate travel insurance for cover in case of cancellation (see CANCELLATIONS).

### **COMPLAINTS**

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot address complaints if you have not followed the course of action laid down in this clause.

### **OCCUPATION OF THE PROPERTY**

Only the named guests are permitted to use or stay in the property. If you are expecting overnight visitors, you must let us or our representatives know. You and your party must not exceed at any time the numbers of sleeping places, unless by prior agreement. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party.

### **LOCATION MAP & DIRECTIONS + KEY COLLECTION**

A Location Map & Directions with Key Collection instructions will be sent to the booker on receipt of deposit payment.

### **ARRIVAL / CHECK-IN TIME**

This is normally from 16.00 hrs / 4.00pm on the arrival day booked. Earlier arrival may be possible depending upon previous occupation. Please check with us a few days ahead of your arrival date and when possible we will be happy to oblige.

### **DEPARTURE / CHECK OUT TIME**

This is normally by 10.00 am on the departure day booked. We may be able to be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.