

BOOKING CONTRACT		
Property:		
Arrive : From 4pm	Depart : by 10am	
Rent:	Deposit: to be paid at time of booking  Balance: to be paid two months prior to arrival	
Damage Deposit :	Payment Due : two weeks prior to arrival	

This tenancy is subject to, and the Landlord and Tenant agree to, the conditions.

- 1.1 The Landlord lets and the Tenant takes the Property for the Term and at the Rent specified and the Tenant agrees to submit the Rent (which shall be deemed to be inclusive of all water, gas and electric and Council Tax) and the Damage Deposit to the Landlord's agent by the dates specified.
- 1.2 The Landlord and the Landlord's agent reserves the right to terminate this contract and relet the Property if the Rent due has not been received by the due date(s), and to retain the amount(s) already paid.
- 1.3 This contract is solely for a holiday let and no right of tenure is implied or inferred or exists beyond the agreed departure date(s) and time(s). The Tenant further agrees to not assign underlet charge or part with the possession of the premises or any part thereof of the said furniture, fixtures and effects.
- 1.4 The Tenant is advised that this accommodation is set up for a maximum of .... xx .... people and that no more than this number are permitted to sleep at the Property during the Term.
- 1.5 Bedrooms will be set up as: xxxxxxxx
- 1.6 Bed linen is provided.
- 1.7 Towels (bath not beach) are provided.
- 1.8 The Tenant may not sublet all or any part of the premises.

- 1.9 The Landlord and the Landlord's Agent will not be liable for any personal injury or any loss of or damage to the personal property of the Tenant or any person invited to access the premises by the Tenant during the rent period.
- 1.10 The tenant is advised that the decoration and furnishings within the premises may be varied from time to time from the photographs seen as part of any advert; any replacements however will be of the same or better standard.

## Further, the Landlord agrees:

- 2.1 To ensure that the property, decoration, furnishings and floorings are in a clean, tidy and satisfactory condition, and that all appliances and equipment provided inside or outside the property are in good and safe working order or shall correct any notified fault within a reasonable period.
- 2.2 To ensure that the Property complies with statutory requirements applicable to a rented property, its contents, services and facilities.

## Further, the Tenant agrees:

- 3.1 To keep the Property, furnishings and effects, including decoration and flooring, in a good, clean and tidy condition throughout the Term and to deliver up the Property, furnishings and effects, including decoration and flooring, at the end of the tenancy in a good, clean and tidy condition throughout (with particular regard to the kitchen & bathrooms), and to remove all rubbish from inside the Property. Failure to do this will result in a cleaning charge, minimum £50.
- 3.2 To dispose regularly of all rubbish appropriately and hygienically and to remove all rubbish from inside the Property, bagging and storing outside in a tidy manner using the recycle green bin and grey waste bins provided.
- 3.3 Not to damage the Property or make any alterations or addition to the Property.
- 3.4 Not to damage or remove from the Property any of the furniture and effects and to leave such furniture and effects at the end of the tenancy in the same condition and location as they were at the commencement of the Term. To make good, or pay for the cost of doing so, any damage and breakages to the Property or furniture and effects which may occur during the Term.
- 3.5 To clean or pay for the cleaning of all carpets, furniture, and curtains included in the letting which shall have been soiled during the tenancy beyond normal wear and tear expected for the Term.
- 3.6 To insure own personal possessions.
- 3.7 Not do any act which may render the policy of insurance for the premises void and if the insurance policy of the premises should be rendered void or policy monies withheld in whole or in part by reason of any act of default of the Tenant, the Tenant will indemnify the Landlord against any loss consequent upon such act or default.
- 3.8 Not to leave the premises unoccupied unless all ground floor windows are securely closed and doors are locked. Any theft from or damage to the Property will be the responsibility of the Tenant, unless there is clear evidence of unlawful entry, as agreed by the Landlord's insurance company.
- 3.9 Not to use the Property or allow its use for any purpose which is unlawful, immoral, offensive, dangerous or will vitiate any insurance of the premises against fire. Further, not to do or allow to be done on the premises anything which may become a nuisance to the Landlord or occupiers of nearby premises particularly as regards noise between the hours of 11pm and 9am.
- 3.10 NOT TO ALLOW SMOKING INSIDE THE PREMISES. Failure to comply with this clause with result in immediate forfeiture of the entirety of the Damage Deposit paid.

## Further, the Landlord and Tenant, agree that:

4.1 The Damage Deposit paid shall be retained by the Landlord's agent as security for dilapidations and the performance and observance by the Tenant of the obligations contained in this Agreement and shall be repayable to the Tenant only after the end of the tenancy and then without interest and therefrom after deduction of any sums required to compensate the Landlord whether wholly or in part for any breach of

obligation on the Tenant's part. The Landlord's Agent only holds the Damage Deposit on behalf of the Landlord during the Term of the booking for administrative reasons, not as arbitrator in the event of a dispute.

- 4.2 Where the Damage Deposit does not cover the cost of compensation to the Landlord the Tenant agrees to settle additional costs.
- 5.1 Any cancellation should be made in writing. Upon receipt of written cancellation the Landlord / Landlord's Agent shall attempt to relet the accommodation for the entire period of the booking.
- 5.2 If the Landlord's Agent is successful in reletting the accommodation, any refund will be dependent upon the level of Rent achieved for the replacement booking, less a handling charge payable to the Landlord's Agent.
- 5.3 If the Landlord / Landlord's Agent is unable to relet the accommodation then all monies received with booking shall be forfeited.
- 6. The Landlord and Landlord's agent shall be excused performance of respective obligations under this Contract where circumstances amounting to Force Majeure (unusual and unforeseeable events including but not restricted to fire, flood, exceptional weather conditions, acts of God, etc) occur for as long as such circumstances last and affect contractual performance. Further, the Landlord and Landlord's agent shall only be able to rely on Force Majeure after taking all practical steps to remedy the effect of the Force Majeure.
- 7. This Agreement is governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

Signed: Landlord:	
Signed: Tenant:	

PLEASE NOTE – IT IS ALSO A CONDITION OF THIS CONTRACT THAT THERE IS NO SMOKING INSIDE THE PROPERTY AND PETS ARE NOT PERMITTED

Quay Management - Office Address Tel Number email address website address company registration number vat number etc as applicable.