

Terms and Conditions

South View Cottage Holiday Letting Agreement

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation

1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

2. The Lease of the Premises and the Term

2.1. The Landlord agrees to let the Premises to the Tenants.

2.2. The Lease shall commence on the Start Date at 4:00 pm

2.3. The Lease shall end on the End Date at 11:00 am

2.4. The Tenant acknowledges and agrees that the premises are let as holiday accommodation within the meaning of Schedule 1, paragraph 9 of the Housing Act and that the Tenant has no security of tenure.

2.5. The Tenant agrees and acknowledges that as a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.

3. The Rent

3.1. The Tenant agrees to pay the Landlord the Rent as rent for the Premises.

3.2. The Rent shall be paid to the Landlord by cheque or bank transfer on or before the following date: 6 weeks prior to arrival.

4. Cancellation of Booking

4.1. Where the Tenant cancels his booking before the date set out in 3.2, above, he will not be liable to pay the balance of Rent. If the Rent has already been paid to the Landlord it will be refunded less the initial non-refundable booking deposit. The Landlord will be free to re-let the Premises.

4.2. Where the Tenant fails to pay the Rent to the Landlord by the date set out in 3.2, above, he will be held to have cancelled his booking and terminated this agreement under 4.1, above.

4.3. Where the Tenant wishes to cancel his booking after the date set out in 3.2, above, he must give the Landlord written notice of this by prepaid special delivery. You can assume we have received it 72 hours (three days) after posting.

South View Cottage Webpage, 9 Hampshire Close, Pontefract, West Yorkshire, WF8 2UG

4.4. Where the Tenant cancels his booking under 4.3, above, you will be charged the appropriate cancellation fee set out below. The percentage of the accommodation booking value charged as a cancellation fee will depend on the time left before your rental is due to start. This means that you may need to pay additional sums on top of any deposit you have paid.

(a) If we receive your cancellation 43 or more days (six weeks plus one day or more) before you are due to arrive, you will lose your deposit.

(b) If we receive your cancellation on any day between the 42nd day (six weeks) before the date you are due to arrive and the 29th day (four weeks plus one day) before the date you are due to arrive you will lose / be obliged to pay either your deposit OR 50% (half) of the accommodation booking value, whichever is the higher.

(c) If we receive your cancellation on any day including or after the 28th day before your arrival date, then you will lose 100% / be obliged to pay (all) of the accommodation booking value.

4.5. Where the Landlord cancels this agreement for any reason and at any time, the Tenant shall be entitled to a full refund of any Rental money paid including the initial securing deposit. The Landlord shall not be liable for any consequential loss or incidental expenditure which the Tenant suffers as a result of cancellation.

5. Inventories and Condition of Premises

5.1. Upon taking possession of the Premises, the Tenants shall be provided with an inventory which details all of the Landlords appliances and furnishings. The Inventory should also contain a description of the general condition of the property, and note any defects or damage which is existent at the time the Tenants take possession. This should be signed by the Tenants.

6. Possession & Surrender of Premises and Rights of Access

6.1. The Tenants shall take possession of the Premises on the Start Date at the specified time and shall vacate the Premises at or before the specified time on the End Date.

6.2. The Tenant shall co-operate with the Landlord by allowing access to the Landlord or his Agent or to any engineer, electrician or tradesman or other person for the purposes of ensuring the Premises and all appliances are safe, or for responding to emergencies which pose a risk of damage to the Premises.

6.3. Neither the Landlord nor his agents shall unreasonably interrupt the Tenants' use and enjoyment of the Premises by making excessive and unwarranted demands for access.

7. Provision of Keys

7.1. The procedures for the Tenant to collect keys prior to the commencement of the Lease and to return them at the end of the lease shall be agreed separately between the Landlord and Tenant in writing.

7.2 The Tenant undertakes to take care of the keys during the term of this Lease. **Lost keys-** The landlord reserves the right to charge for lost keys and, if applicable, charge a call out fee of £20.

8. Occupation of the Premises

8.1. The Tenant's Family or Guests (as agreed between the Landlord and the Tenant in writing) shall be entitled to occupy the premises in addition the Tenant.

8.2. The Tenant undertakes and warrants that he shall require all persons who are permitted to occupy the premises under this section to comply with all obligations and restrictions which are imposed on the Tenant under this agreement.

8.3. The Tenant agrees that any damage or breach of this agreement by any person who is permitted to occupy the Premises under this section shall be treated as damage or breach attributable to the Tenant and the Tenant agrees to indemnify the Landlord against any such breach or damage.

9. Tenant's Obligations and Restrictions on Use of Premises

9.1. The Tenant undertakes only to use the Premises only for accommodation.

9.2. The Tenant undertakes not to use the Premises for the carrying out of a trade or business, or for any unlawful, questionable or immoral purpose.

9.3. The Tenant undertakes not to use the Premises to store any dangerous or hazardous material or substance, or any item of a flammable or explosive nature which might unreasonably increase the risk of fire or explosion on or around the Premises and which would be considered hazardous by a responsible insurance company.

9.4. The Tenant shall not sublet the Premises or assign any of his interests, rights or responsibilities under this lease without the prior written consent of the Landlord.

9.5. The Tenant shall not use the Premises in any way which impinges on the property rights of neighbours or creates a nuisance.

9.6. The Tenant undertakes not to allow smoking in the premises or to allow any pets or animals inside the premises.

9.7. The Tenant undertakes not to remove any of the furniture from its current position within the Premises.

9.8. The Tenant undertakes to maintain the Premises in good condition during the term of this Lease. The Tenant's shall keep the property clean and ventilated.

9.9. The Tenant shall be responsible for keeping drains, waste pipes, baths, sinks, and lavatories free from blockages and shall take care not to dispose of any immiscible or damaging substances such as oil and grease via the drains or waste pipes.

9.10. The Tenant undertakes to leave the property clean and tidy at the end of the Lease, in the same condition as he found it upon taking possession.

10. Responsibility Security, Loss and Damage

10.1. The Landlord shall take out appropriate and adequate buildings insurance to protect the premises against flood, fire, subsidence, storms, malicious damage and all other forms of damage.

10.2. The Landlord shall take out appropriate insurance to cover any fixtures, fittings or appliances which belong to him and which are let with the premises.

10.3. The Landlord makes no guarantee as to the security of the Premises, and it is the responsibility of the Tenants to take out adequate contents insurance to protect their possessions.

10.4. The Tenant acknowledges that where he stores any possessions in the Premises he does so at his own risk and that the same applies to any vehicles which the Tenant parks in any allocated parking spaces.

11. Miscellaneous Provisions

11.1. This document constitutes the entirety of the agreement between the parties and the terms of the Lease. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this Agreement or the terms of the Lease must be made in writing and signed by both the Landlord and the Tenants.

11.2. This Lease shall be governed by the Law of England and Wales.

11.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

11.4. All terms, conditions and covenants contained in this lease shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

11.5. The failure by either party to enforce any provision of this lease shall not be deemed a waiver or limitation of that part's right to subsequently compel and require strict compliance with every provision of this lease.

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