

AGREEMENT FOR THE LETTING OF A COTTAGE FOR THE PURPOSES OF A HOLIDAY

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Owner	Mr & Mrs R J Way	Owner's Agent	Caroline Day
Of	Thurlestone Beach, Devon	Of	

Licensee	
Of	

Cottage	<p>The cottage known as Penthouse B, Thurlestone Beach, South Milton, Devon.</p> <p>Providing accommodation for up to 8 people plus 1 infant (cot and 2 temporary beds available by prior arrangement)</p> <p style="text-align: right;">(including garage/parking space/garden)</p>
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Contents	The furniture, furnishings, fixtures and equipment and other goods in the Property listed in the attached Inventory
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Commencement Date	
Departure Date	

Licence Fee	£ per week payable in advance plus dogs (maximum 2) at £15 per week per dog (if applicable) making a total of £
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Security Deposit	£150.00
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The Owner permits the Licensee paying the Licence Fee to occupy the Cottage and to use the Contents from the Commencement Date to the Departure Date on the Standard Terms set out in this Tenancy Agreement as varied or supplemented by any Special Terms.

This licence is granted by the Owner to the Licensee from the Commencement Date to the Departure Date and is not intended to create the relationship of Landlord and Tenant between the parties. The Licensee shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon determination of this licence.

Owners Signature _____ Licensee Signature _____

STANDARD TERMS

1. INTERPRETATION OF THIS AGREEMENT

In these Terms:

- (a) The Holiday Period means a period commencing at 1500 hours on the Commencement Date and ending at 1000 hours on the Departure Date.
- (b) The Booking Fee means a sum equivalent to 33% of the Licence Fee.
- (c) When two or more persons are together the Owner or the Licensee, they are responsible for their obligations both jointly and individually.
- (d) If a word is in the singular it shall also include the plural and vice versa and if the masculine gender is used it shall also include the feminine gender (where applicable).
- (e) The headings are only for convenience and not part of the Terms.
- (f) The laws of England and Wales apply to this Agreement and in the event of a dispute if either the Owner or the Licensee wants to take Court proceedings they must do so within England and Wales.

2. AGREEMENT

- 2.1 The Owner permits the Licensee to occupy the Cottage for the Holiday Period for the Licence Fee, payment of which is required in advance, together with use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels as set out in the inventory, which must be signed by the Licensee and by or on behalf of the Owner on the Commencement Date.
- 2.2 The Holiday Period will commence at 1500 hours on the Commencement Date and the Licensee must have vacated the Cottage, with all his or her family and effects, by 1000 hours on the Departure Date. Failure to do so will result in the Licensee being charged a further day's proportionate licence fee.

3. BOOKING & DEPOSIT

- 3.1 Upon payment of the Booking Fee the Owner will reserve the Property for the Licensee for the Holiday Period. The balance of the Licence Fee and Deposit is payable no later than 21 days before the Commencement Date. Failure to pay the balance of the Licence Fee and Deposit in time may result in the Property being let to someone else for the Holiday Period. In the event that this occurs the Booking Fee is non-refundable.
- 3.2 The Deposit will be held by the Owner to be applied against repair or replacement and cleaning of fixtures, kitchen items, bedding, towels etc damaged or soiled, otherwise than by usual wear and tear, during the Holiday Period by the Licensee or his or her family. The balance of the Deposit will be returned within 21 days of the Departure Date.
- 3.3 If the Licence Fee and the Deposit are paid by cheque they must be cleared funds before the Commencement Date. Cheques, which should be in favour of *Mr & Mrs R J Way* should allow 5 days for clearance.

4. KEYS & OUTGOINGS

4.1 Caroline Day will issue to the Licensee **2 sets** of keys to the Cottage on the Commencement Date and the Licensee must leave them in the house on the Departure Date. If the Licensee loses a key the Owner will replace it upon the Licensee paying the costs of having a replacement cut.

5. THE LICENSEE'S PROMISES

The Licensee and his family must:

- 5.1 Comply with the Regulations a copy of which is annexed hereto, and a further copy of which will be found in the information folder at the Cottage.
- 5.2 Not do anything or permit anything to be done that would or may result in the insurance of the Cottage becoming void or voidable or the premium on it being increased.
- 5.3 Allow the Owner or his agent to enter the Cottage to inspect the state of it, on prior appointment save in emergency when immediate access must be granted.
- 5.4 Keep the Cottage and the furniture, kitchen equipment, glass, crockery, bedding and towels clean and in good condition and be responsible for repairing any damage.
- 5.5 Not cause any damage to the walls, doors or windows of the Cottage.
- 5.6 Not use the Cottage or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner.
- 5.7 Not to permit any dogs into the bedrooms or on any of the furniture, and to keep any dogs under control at all times.
- 5.8 Not leave any dogs unattended at the Cottage.
- 5.9 Not to have more than 8 adults sleep at the Cottage being 6 adults in full size adult beds and 2 by prior arrangement on temporary beds.
- 5.10 No later than 7 days prior to the Commencement Date, confirm the number of adults and children who will occupy for the Holiday Period and, at that time, request any cots and high chairs required.

6. THE OWNER'S PROMISES

The Owner:

- 6.1 Must allow the Licensee and his or her family enjoyment and use of the Cottage for the Holiday Period free of interruption except in emergency.
- 6.2 Will provide clean bed linen and towels, drying-up cloths, soap, lavatory paper, washing-up liquid, soap powder and cleaning materials as reasonably required during the Holiday Period.
- 6.3 Will pay gas, electricity, water and sewerage bills.
- 6.4 Confirms that all the electrical appliances and equipment provided by the Owner are safe and will not cause damage and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.
- 6.5 Confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and that the safety certificate is available for inspection by the Licensee.

- 6.6 Confirms that the furniture and furnishings in the Cottage comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 6.7 To provide on request and without additional charge cots (with mattress but without linen) and high chairs requested no later than 7 days prior to the Commencement Date.
- 6.8 To provide additional beds and bedding to provide a maximum occupancy of 8 (not including infants in cots) provided the full number of occupants is provided to the Owner or agent no later than 7 days before the Commencement Date.

7. NON-TRANSFER OF AGREEMENT

- 7 This licence is personal to the Licensee. The Licensee must not use the Cottage except for the purpose of a holiday by the Licensee and the Licensee's family during the Holiday Period, and not for any other purpose or longer period.

8. CANCELLATION & TERMINATION

- 8.1 In the event that the Licensee, having paid the Booking Fee, wishes to cancel the booking:-
 - 8.1.1 He should notify the Owner immediately.
 - 8.1.2 A fee of £25.00 will be payable by the Licensee to the Owner.
 - 8.1.3 The Owner will endeavour to find a replacement booking for the Holiday Period but if no replacement booking is found the Licence Fee will remain payable in full by the Licensee.
 - 8.1.4 If a replacement booking is found for the full Holiday Period the Licence Fee and Deposit will be refunded less the sum of £25.00 for administrative charges.
 - 8.1.5 If a replacement booking is found for part only of the Holiday Period the Licensee will be charged for that proportion of the Holiday Period for which no replacement booking is found pro rata.
- 8.2 The Owner may bring this licence to an end before the end of the Holiday Period by the Owner giving the Licensee notice only in the event of the Licensee being in material breach of the terms of this agreement or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy.
- 8.3 In the case of determination by reason of the Licensee's default there will be no refund of the Licence Fee.
- 8.4 In the case of the Cottage being made unavailable or uninhabitable for any reason anytime prior to the end of the Holiday Period the Owner will return to the Licensee the appropriate proportion of the Licence Fee attributable to the then unexpired remainder of the Holiday Period but will not be liable for any further damages.

9. NOTICES

Any notice to be served on the Licensee under this agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Cottage and shall be deemed to have been received upon the expiration of 24 hours after service.

SCHEDULE
THE REGULATIONS

- 1 The flowers and plants in the garden are not to be picked or pulled up and the lawn is to be kept mowed and the garden tidy.
- 2 No washing is to be hung out or left to dry outside the Cottage [except on the washing line provided].
- 3 The Licensee's car, motorcycle or other vehicle must only be parked in the parking space marked as allotted to go with the Cottage.
- 4 Additional electrical apparatus may not be connected to the electrical system and the existing apparatus may only be used at the density of one item to each outlet plug. The Licensee must not extend the electric wiring or cause overloading to the electrical system.