

HOLIDAY LETTING AGREEMENT

Terms and Conditions

Rental Payment:

In order to confirm the booking a 25% non booking deposit or full payment must be paid immediately. If we do not receive your payment within 3 working 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. The booking is only confirmed once the funds have cleared.

We must receive the balance of the rental fee 4 weeks prior to the booking arrival date. If payment is not received by us in full 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 below will apply.

Bookings received 4 weeks or less before the booking arrival date must be paid in full.

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.

Please note that no reminders of payment dates will be sent.

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, the following charges apply:

Less than 4 weeks prior to arrival date - 100% of full cost
Between 4-6 weeks prior to arrival date – 90% of full cost
Between 6-8 weeks prior to arrival date – 75% of full cost

If you wish to cancel your booking please let us know and we will try to re-let. If we are successful then all monies paid so far, less a £50 handling fee and less any late booking discount we may have to offer to ensure a booking, will be reimbursed.

Cancellations – by us

It is extremely unlikely that we will have to make any changes to the agreed rental of 'Royal Sands'. 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 because of force majeure or for any reason that makes the property unfit for rental, you will receive 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.

Summary:

- a 25% booking deposit or full payment must be paid immediately
- the balance to be paid 4 weeks prior to arrival

The Keys

You will be provided with two sets of keys and the key collection instructions will be sent to the booker by email, upon receipt of the final balance payment.

Your Contract

A binding contract comes into existence when your booking is confirmed by telephone and in all other cases when we dispatch our confirmation 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.

Terms and Conditions

1 General

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Tenant acknowledges that this Agreement shall not confer on the Tenant any security of tenure within the terms of that Act.

1.3 Where the Tenant comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.

2 The Property

2.1 The Property is the Property specified above and children must be supervised at all times.

3 The Deposit

3.1 The Tenant must pay the Deposit specified above to the Landlord with the Rent. The Tenant is liable for any major damage.

4 Insurance

4.1 At all times throughout the Term the Landlord shall effect suitable building insurance cover for the Property and shall insure the Landlord's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.

4.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

4.3 The Tenant is responsible for their own travel insurance.

5 Quiet Possession

5.1 The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

6 Underletting

6.1 The Tenant must not assign, underlet or part with or share possession of the Property or any part of it.

7 Use of Property

7.1 The Tenant shall use the Property for the purpose of a private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever

and the Tenant must not use the Property or any part of it for any improper, immoral or illegal purposes.

7.2 Only the named guests are permitted to use or stay in the property. The maximum number of people must not exceed the normal occupancy of four people in the apartment. The owners have a right at all times to refuse access to the property for people who are not members of the party.

7.3 The apartment must be left clean on departure.

8 Advertisements

8.1 The Tenant must not display notices or advertisements in the windows or elsewhere on the Property.

9 Nuisance

9.1 The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

10 Damage

10.1 The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property or adjoining property.

11 Alterations to Property

11.1 The Tenant shall not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings and the Tenant shall not (nor allow others to) remove any of the Landlord's possessions, from the Property.

12 Maintenance

12.1 The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accidental fire excepted.

12.2 The Tenant must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms.

12.3 The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

13 Pets

13.1 The Tenant shall not keep or allow pets of any kind at the Property.

14 Smoking

14.1 The Tenant shall not smoke or permit smoking inside or on the premises, including the balcony.

15 Reporting Disrepair

15.1 The Tenant must report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

16 Rights of Access

16.1 The Tenant must allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property that may be necessary during the Term pursuant to the Landlord's repairing obligations or to carry out maintenance of the appliances or to execute all work necessary to remedy the Tenant's breach of any covenant contained in this Agreement regarding repair, maintenance or decoration.

17 End of the Term

17.1 The Tenant must leave the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term.

18 Safety Regulations

18.1 The Landlord confirms that all furniture and furnishings comply with the relevant fire safety regulations.

18.2 The Landlord shall ensure that all appliances, flues and installation pipe work in the Property are checked regularly.

18.3 The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger.

19 Public Indemnity and public Liability

19.1 The Owner does not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a Customers booking. The booking contract exists between the Owner and the Customer and is limited to the rental of the Property. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Owners control for which the Owner accepts no liability. In addition, no liability can be accepted by the Owner for any injury, loss or damage suffered by the Customer, any member of the Customers party or any visitor to the Property arising out of or in connection with the use of the Property. Unless resulting from the negligence of the Owner. The Customer must ensure that all children are supervised at all times whilst in and around the apartments, in particular on the balcony.

20 Force Majeure

The landlord will not be liable or accountable for any unforeseen situations or unforeseen circumstances. This may be such situations as weather conditions, local or national strikes, or anything out of the ordinary.

21 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 14 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property for the Rent and Term in accordance with the conditions stated within this Agreement.