

## HOLIDAY LETTING AGREEMENT

This agreement (which also relates to our "General Booking Terms & Conditions"-see separate sheet) is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 between the owners, Mr & Mrs P.F & A Woodham, of Flat 2, Bay View, The Parade, Sandsend, Whitby. YO21 3SZ and the Guest(s) as per the details on the completed Guest Booking Form.

Please note there is no outside space with Flat 3 , access only.

It is agreed that the Owners will let and that the Guest will take, the second floor furnished premises at Flat 3, Bay View, The Parade, Sandsend, Whitby. YO21 3SZ (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 50% 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 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 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 furniture from its present position in the Premises.
5. To use the premises as a private holiday residence for 4 persons ONLY and not for any other purposes whatsoever. Additional persons may be accommodated by PRIOR arrangement ONLY. Pro-rata charges will apply.
6. Not to affix any poster or placard to the interior or exterior of the Premises.
7. Not to do or permit to be done anything which may be a nuisance or cause damage to any neighbouring or adjoining property.
8. 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.
9. Not to allow or use the property for any illegal or immoral purposes.
10. Not to play or permit to be played in the premises any musical instrument or sound production equipment between 11.00pm and 08.00am or so as to be audible outside the premises.
11. To permit the Owners or their agent access to the Premises to deal with any maintenance or security issues.
12. Not to smoke or permit smoking inside or outside or on the Premises.
13. Not to allow pets inside or on the Premises.
14. All 4 Guests must provide individual Names and ADDRESS'S for FIRE REGULATION'S.
15. To accept and abide by the General Terms & Conditions that comprise Pages 2 & 3 of this Holiday Letting Agreement.
16. ONLY the named 4 guests are permitted to use the services. Please refer to OCCUPATION OF THE PROPERTY.

Signed \_\_\_\_\_ Name Printed \_\_\_\_\_ Date \_\_\_\_\_

## Holiday Letting Agreement

### BREAKAGES / EXTRA CLEANING DEPOSIT:

The guest will pay a deposit of £100.00 which is fully refundable, less any sum which may be due to the Owners from the Guests as a result of any breach of the Guests obligations under this Agreement.

### ON COMPLETION OF LETTING PERIOD:

The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition 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 anytime 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 Guests during the term of this Agreement that occupation by The Guest of the Premises is for the purpose 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 \_\_\_\_\_ Name (printed) \_\_\_\_\_ Date \_\_\_\_\_