



My Holiday Marketing - Owner – Booker Contract Template

Contract between:

..... (Us/The owner) and (you/the booker)

Interpretation

1 Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.

2. Words denoting the singular number only shall include the plural and vice versa.

3. Unless the context otherwise requires references to any clause, sub clause or schedule is to a clause, sub-clause or schedule of or to this agreement

4. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement

Terms and Conditions

The signatory and the Owner acknowledge that this agreement forms the entire agreement between the owner and the signatory acting on behalf of all the persons on the booking form and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties.

It excludes any agents contracted by us to provide information, booking and/or property management services on our behalf from any liability on any act, neglect or default on our part or any person not within our employ or under our control.

The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the user, their belongings or their motor vehicles.

1. The Rental

The Rental confers upon the Signatory and all persons mentioned on the Booking Form the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the signatory and all persons mentioned on the Booking form acknowledge that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise.

2. Authority to sign

The Signatory and the persons mentioned on the booking form acknowledge that he, she or they are authorised to sign the Booking Form on behalf of all those persons who will occupy the property and that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by those conditions and shall be a member of the party occupying the property and are required to acknowledge the following:

- i. Each member of the party must be listed on the booking form with their full name and address;
- ii. (These booking terms and conditions shall be subject to English law and time shall be of the essence.

3. Payment Policy

- i. You must pay a non-refundable deposit of £100 (£200 in peak season) within 7 working days of the initial reservation being confirmed in writing by our agent. The balance must be paid no less than 4 weeks prior to your arrival date. On receipt of the balance, full details of key collection arrangements and directions to the property will be sent. Please note we do not send reminders.
- ii. In the case of bookings made within 4 weeks of the commencement of the holiday the full amount should be sent with the booking form.
- iii. Payments can be made by cheque, credit/debit card or BACS.

4. Cancellation

- i. When a cancellation takes place after the 4 week period, we will endeavour to re-let the property and where this is possible, we will refund an amount equal to the rental received from re-letting the property less an administration fee of £25



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- ii. We recommend and expect that guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.
5. **Price Alterations**
 - i. We reserve the right to adjust prices quoted on our website or on details to properties due to errors or omissions or changes in V.A.T. This will not affect any prices we have previously confirmed with you.
6. **Size and Party**
 - i. The number of persons stipulated for each property on our website, advertisements or literature published by us, must not be exceeded under any circumstances. Only those listed on the booking form may occupy the premises. We normally class infants as being 2 years old or under.
 - ii. The person who completes the booking form (the signatory) certifies that:
 1. They are authorised to agree to the booking conditions on behalf of all persons on the booking form including any changes;
 2. They are over 18 years of age and a member of the party occupying the property;
 3. The signatory has agreed that they act as principal and have absolute liability for all the members of the party at all times.
7. **Pets policy:**
 - i. Pets are not allowed to be left unattended in the property at any time.
 - ii. You agree to honour our policy for Dogs as set out at the bottom of this agreement.
8. **Suitability:**
 - i. **Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.
 - ii. **Rural Life and Safety:** The owner accepts no responsibility or liability in connection with the suitability or non- suitability of the property for the signatory or the persons listed on the booking form. The renter accepts that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise which may be experienced. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the signatory and those persons listed on the booking form acknowledge the rural nature of the property.
9. **Arrival and Departure times**
 - i. You may arrive anytime after 3.00pm on the day of your booking
 - ii. You must vacate the property by 10.00am on the day of departure.
10. **Lost property**
 - i. We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact us we will endeavour to locate the lost item(s)
 - ii. If lost property is found, we will inform you and agree the means to return it. We will return the goods at cost.
 - iii. Any unclaimed items will be disposed of after two weeks.
11. **Renter Obligations.** You agree to
 - i. Take reasonable care of the property and ensure that the property and all equipment is left clean.
 - ii. Pay for any losses or damages to the property (except reasonable wear and tear).
 - iii. Not to smoke, or allow others to smoke inside the property.
 - iv. Pay for any optional extras at the rate stated on the website.
 - v. Allow the Owners reasonable access to the property if necessary.
 - vi. Not exceed the total number of persons in the property as stated in the details and on the booking form, or share the property, or part with possession of the property, unless previously agreed with owner.
 - vii. To dispose of household waste in accordance with our waste disposal requirements. These are explained in the property directory which you will find on arrival.
 - viii. Grant the owners right to access the property at any time during occupancy after reasonable notice has been given
 - ix. Accept responsibility for safety of any pets. At no time should a pet be left alone unsupervised at the property. A charge will be made of £20.00 per week for 1 dog.

It is mutually agreed that



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- 12. Should the property, for reasons beyond our control (e.g. fire, theft, sale etc), not be available on the date booked or the property is not available for holiday letting, all rent and any charges paid in full by you to us will be refunded in full. You accept that you will have no further claim against us.
- 13. We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.
- 14. The Owner's cannot accept a change of holiday property or details to a booking once the deposit has been received. However, occasionally we can accept an alteration of dates, notwithstanding any obligations incurred if a change of dates is requested within less than 8 weeks of a booker's arrival date. Where any changes are made to a booking including dates, party size or additional pets, are made, a minimum administrative fee of £15 will be charged.
- 15. The Owner aims to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
- 16. Damage - Occasionally accidents do happen and any losses must be paid for. The property will checked and cleaned before arrival but if you have any difficulties please contact us. Should you find on arrival any damage or non-working items you will notify us immediately so that matters can be rectified.
- 17. Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

Dog Policy

Being a well-behaved animal with a considerate owner.....

- 1. My owner and I agree that I will not be allowed into the bedrooms, Hot Tubs or onto the furniture
- 2. I will remain in the charge of my owner at all times and not be left alone in the cottages
- 3. I will be kept on a lead at all times when walking on private beaches.
- 4. When in the cottage I will not bark, foul the room, chew the furnishings or get on the furniture. My owner will bring my own sleeping and feeding arrangements with me.
- 5. In the interest of keeping the gardens as clean and tidy as possible my owner agrees to clean up behind me.
- 6. My owner will bring my own doggy towels and not use cottage ones to clean me with.
- 7. I will only eat from my own doggy dishes which my owner will bring with him or her
- 8. My owner has agreed to settle costs for any damage that I do, I am normally good but in the unlikely event that I forget myself which causes damage or stops the cottage being re-let my owner will pay for any damage or lost business
- 9. If for any reason the above are not adhered to my owner agrees that I will be placed in kennels or the holiday terminated without compensation.

Signed (Owner)(Booker)

Name

Date