Holiday Letting Agreement

This agreement is made on the date of the last signature below between:

(1) Sonia Thurlow of Belle Cottage, Metton Road, Roughton, Norfolk, NR11 8QT, (the Owner) and

(2) _____ (Guest, you or your).
Address:_____
Contact number:_____

Meanings

1. These words and phases have defined meanings:

Agreements: This holiday letting agreement, which is made up of the information in this section and the following terms and conditions
Deposit: £150.00
Cleaning: £
Inventory: The list of our possessions at the Property signed by you and us
Letting Period:
Property: Belle Cottage, Metton Road, Roughton Norfolk, NR11 8QT
Rent: £ amount paid in advance on or after the date of this agreement and prior to arrival or on arrival

Terms and Conditions
General

2. You are entitled to occupy the property for holiday use only and this agreement will not give you any security of tenure under the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy.
3. You agree that this Agreement is not an assured tenancy and that no periodic tenancy will start at the end of the Letting Period. As a holiday letting this Agreement is excluded for the purposes of the Protection from Eviction Act 1977.
4. If the Rent is unpaid for more than 10 days after it is due (whether demanded or not) or there is a breach of any of your obligations under this Agreement then we may get possession of the Property and this Agreement will end (but without prejudice to any of our other rights and remedies in respect of any outstanding obligation on your part). This clause does not affect your statutory rights.
5. Only the other Guests listed/booked number (if any) are allow to use or stay in the Property. If you are expecting overnight visitors, you must inform us. You and your party must not exceed at any time the number of sleeping places. Our representative or us have a right at all times to refuse access to the Property for people who are not members of the party.
6. In the event of damage or destruction of the Property by any of the risks insured against by us, you will not be required to pay the Rent to the extent that the your use and enjoyment of the Property is stopped and you will not be required to perform your obligation as to the state and condition the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of you).
7. All references to the singular include the plural and vice versa and any obligations or liabilities of more than one person shall joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

Your Obligations:

8. You agree with us to:

a) Pay the Rent at the time and in the way set out above
b) Leave the Property in a good and clean condition

c) Replace, repair or clean any item(s) which are broken or damaged during the Letting Period
d) Keep noise from becoming too loud to disturb any neighbours
e) Give the Property back at the end of the Letting Period in the same clean state and condition it was in at the beginning of the Letting (reasonable wear and tear and damage by insured risk excluded)
f) Allow us or anyone with our written permission to enter the Property at reasonable times of the day to check its condition and state or repair, carry out any necessary repairs and energy Inspections, provided we have given you reasonable prior notice (except in emergency)
g) Make sure that your personal belongings are insured, We will not accept any liability for theft or, loss of or damage to personal belongings
h) Give a forwarding address when the Letting Period ends, and
i) Before leaving remove all personal items (including your own furniture and equipment) from the Property (leave content of bins for us to arrange)
j) Refrain children from climbing the willow fencing as this would permanently damage the weaved framework, we would look to recover the cost for this
k) Ensure children do not eat or drink in the living room or upstairs, soiled damage by any means to the white sofa and carpet would require deep cleaning, £100 per square meet via Norfolk Cleaning Company at your cost

9. You agree with us not to:

a) Damage, make any alterations, changes or additions to the inside or outside of the property
b) Damage the Property or any of the contents, and furniture listed on the Inventory
c) Do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to any other occupiers of the owners or occupiers of adjoining or nearby premises or which may in any way prejudice the Insurance of the Property or cause an increase the premium
d) With out our prior written consent (consent not to be withheld unreasonably) keep or allow any pets of any kind of animal at the Property. If any pets are allowed they must be kept under strict control and on a lead at all times. Pets must not be left alone at the Property. You are responsible for all damage and extra cleaning caused by the pet(s), and are responsible for cleaning all pet refuse and agree to pay for deep cleaning costs should your pet soil carpets, furniture or bedding, costs will be £100 per sq metre via Norfolk Cleaning Ltd in North Walsham
e) Use or occupy the Property in any way other than as a private holiday residence for a maximum of 4 people, and
f) Assign, sublet, charge or part with or share possession of occupation of the Property or any part of it
g) Strictly **no smoking policy** at the property, if you have smoked inside the cottage, you agree to pay Norfolk Cleaning Company in North Walsham to complete a full deep clean and dry cleaning for the blinds/curtains at a minimum cost of £600
h) No candle to be used at the Cottage, LED candles have been supplied

Our Obligations

10. Subject to you paying the Rent and performing your obligations under this Agreement you may peaceably hold and enjoy the Property during the Letting Period without Interruption from us or any person rightfully claiming or in trust for us
11. We will insure the Property and the contents of the Property which belongs to us, as listed on the Inventory, If requested will give you a copy of the Insurance Policy
12. We will show you how to use the property or details Instructions left.

Deposit

13. The Deposit will be held by us and will be refunded to you at the end of the Letting Period at the forwarding address given to us (but less any reasonable deductions property made by us to cover any reasonable costs incurred or losses caused to us by any breaches of the obligations in the Agreement by you). No Interest will be payable to you in respect of the Deposit
14. The Deposit will be paid to you as soon as reasonably possible, however we will not be about to return the Deposit until after we have had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of your obligations under this Agreement
15. If at any time during the Letting Period we are obliged to deduct from the Deposit any reasonable cost due to any breach of you obligations, you must make additional payments as are needed to restore the full amount of the Deposit

General

16. Any notice or other document must be served on the Holiday Guest or the Owner during the Agreement by first class post at the address of the receiving party given in the Agreement, unless the party has notified the other of a different address at which notices are to be served. Notices are deemed served the day after posting.
17. A person who is not a party to this Agreement cannot enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999
18. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (Including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts

The parties have signed this Agreement on the date(s) below:

Owner Signature: *Sonia Thurlow* **Print name:** Sonia Thurlow

Dated:

Guest Signature:_____ **Print name:**_____

Dated:

Inventory:

Curtains/blinds, furniture (includes bathroom fixings/units, kitchen cupboards/work surfaces/wardrobes, side tables, chairs/dining table etc), beds, lamps, lighting, sofas, TV, DVD, BOSE, Telephone, umbrella and walking stick and holder, pictures/oil paintings and marble picture, oven, fridge, washing machine, dishwasher, microwave, toaster, plates/bowls, cutlery, mugs, cook wear, outdoor table and chairs, Toy box including contents, conservatory chairs, chess table and pieces, hare stool, porch table and chairs, decorative ornament, tea lights and items, carpets, rugs, chimera, garden pots/pants, fencing and main property including windows, doors and all that is shown/displayed in photos relating to the booking and on www.bellecottage.co.uk or social media sites and listed within the how to use Belle Cottage document/folder, left in the draw of the TV cabinet with the visitors book.

Under the new data protection laws, your details will be kept safely in a file, once your deposit is refunded, your details will be destroyed. We will not contact you or share your details or use for marketing and hope you contact us again to stay at Belle Cottage. Your electronic data for the booking will be held through the company you have book through.

Thank you for choosing Belle Cottage