



**HOLIDAY SHORT LET
PROPERTY
RENTAL AGREEMENT**

Property Address:

The Property Owner / Property Agent:

Tel: _____

Tenant/s Name:

Tel: _____

Date: _____

HOLIDAY SHORTLET PROPERTY RENTAL

BOOKING FORM AGREEMENT

Main Terms & Conditions

Property Address:

The Owner / Landlord (LL) / Property Agent:

Mr/Ms/Mrs _____ **Email:** _____

Tel: _____ **Agency (if any) :** _____

Tenant/s Name.

1) _____ **Tel:** _____

2) _____ **Tel:** _____

3) _____ **Tel:** _____

4) _____ **Tel:** _____

Booked by Tenant / Agent. Name: _____

Tenant/s / Agents Home Address (inside or outside the UK): _____

Tel: _____ **Email:** _____

Lead Tenants ID Check:

Passport: _____

Driving License: _____

Other ID: _____

The Holiday Rental Period:

Commencing at: _____ **on** _____ **Expiring at:** _____ **on** _____

(_____ nights), whereupon the occupants agree to vacate the property.

Extensions:

The Rental Period may be extended upon signed agreement by the Landlord and tenant/s which shall be specified in the space below:

New Extension Period: Expiring at: _____ on _____

Agreed by Tenant/s: (signed) _____ **Date:** _____

Agreed by Owner / LL / Agent: (signed) _____ **Date:** _____

The Rental Amount:

*** £_____ per week / inclusive of main utility bills, payable in advance in full for the duration of the agreed rental period. Total of _____ nights at £_____ per night equating to £_____

Method of Payment:

Bank transfer prior to arrival, or Cash Upon arrival, for which a receipt will be issued on Pg 7.

The Damage Deposit

The Damage Deposit shall be £_____ payable in advance along with the Rental amount prior to or upon arrival and Check-in.

Do please note, that this amount only covers damage caused up to the value of this amount and may not cover the entire final total required for reparations for which the tenant/s remain liable, which they understand and agree to.

The Inventory

As the Property is fully furnished, upon Check-In a full inventory is taken with a copy being provided to the Tenant/s, which is taken again upon Check-out to ascertain any damage or repair costs etc etc. Photographs may also accompany the inventory where deemed necessary, which should be date marked.

Further 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/s for a holiday (as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9) and the Tenant/s acknowledges that this Agreement shall not confer on the Tenant/s any security of tenure within the terms of that Act.

1.3

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

2. The Property

The Property is the Property specified above, together with any outside space or garden.

3. The Damage Deposit**3.1**

The Tenant must pay the damage deposit specified above to the Landlord with the Rent in advance, to be held by the Landlord until the end of the Term as security towards the Tenant's liabilities against breakages and dilapidations and any other sums that may be due from the Tenant to the Landlord under this Agreement.

3.2

The damage deposit shall be refunded to the Tenant at the end of the Term (without interest) under deduction of such sums that may be due to the Landlord from the Tenant as a result of any breach of the Tenant's obligations.

3.3

_____ set/s of Keys will be issued to occupants which, if lost or not returned upon check out will cause a deduction of £_____ from the damage deposit to be made due to locks needing to be changed. The costs are split by £_____ for Locksmiths and £_____ for time spent organising repairs. Keys should be photographed for records and be without any address on Key Fob in case of loss.

4. Cleaning.

A £_____ fee may be deducted from the damage deposit amount when the tenants leave, unless further professional cleaning is required in which case this figure may increase, so tenants are advised to keep the property as tidy as possible. Regular cleaners can be organised if requested and regular inspections will take place to check on the condition of the property to see if cleaning is required which will be instigated by the owner if deemed necessary, at the cost of the tenant/s.

4.1 Neglect or Misuse or Abuse of the Property.

Failure to keep the property in a fit and proper, safe state may mean the occupants are asked, verbally and in writing, to vacate within 24 hours of that notice and before the end of their rental period, thus forfeiting their rental amount, which the tenants fully understand.

5. Personal Possessions

Occupants Personal possessions are stored within the property at the occupiers own risk as no liability will be accepted by the Landlord for any losses incurred. Tenants can organise their own personal possession insurance if they so wish.

6. Insurance

At all times throughout the Term the Landlord shall effect suitable building insurance cover for the Property, though tenants may become liable for any and all damage they may cause over and above the damage deposit amount.

7. Quiet Possession

The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property other than as set out in section 18, below.

8. Subletting / Underletting

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

9. Use of Property

The Tenant/s shall use the Property for the purpose of a private holiday / shortlet residence for a maximum of _____ Adults & _____ Children 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.

10. Advertisements

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

11. Nuisance

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

12. Damage

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 or accept that they may become liable for any costs incurred.

13. Alterations to Property

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 items specified in the inventory or any of the Landlord's possessions, from the Property.

14. Maintenance

14.1

The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings in order to avoid monies being deducted from the damage deposit.

14.2

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.

14.3

The Tenant must keep free from all blockages and obstructions all Showers, baths, sinks, lavatories, cisterns or pipes etc and must advise the Owner/ Agent as soon as any faults occur.

15. Potential Additional Charges

15.1

The Tenants rental amount is inclusive of the specified bills up to a 'fair usage' amount in relation to Gas and Electricity up to a maximum £_____ per week, over and above which they may become liable for and must pay all charges for gas and electricity supplied to the Property during the Term. This is intended to avoid situations where tenants leave appliances on unnecessarily which is wasteful and which can be charged for.

16. Children (under 16)

Children are the sole responsibility of the adult tenants at all times who agree not to hold the Landlord liable for any injury or loss, outside the Landlords normal requirements of ensuring that the property is safe and fit to inhabit as with any normal letting procedure of a property.

16.1 Pets

The Tenant shall not keep or allow pets of any kind at the Property without the express written permission of the Landlord. If any pets are permitted they must be kept under strict control at all times. The Tenant will be responsible for all damage caused by the pet.

17. Reporting Damage & Disrepair

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 as soon as they are discovered.

17.1. Internet & TV Usage

Where supplied, Internet & TV usage at the property is the sole responsibility of the tenant/s named in this agreement during their stay, who agree not to access / view any illegal, inappropriate content, which they understand and accept that they may be held responsible.

18. Rights of Access

The Tenant must allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, for further viewings or 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. The Landlord shall normally try to give at least 24 hours' notice but the Tenant shall not refuse access and allow immediate access if urgently required.

19. Restrictions:

- 19a. Smoking is not permitted within the property at anytime.**
- 19.b Candles or any form of open flame is not permitted in the property at anytime.**
- 19.c Leaving portable appliances such as laptops, mobile phones on charge whilst not being at the property to monitor them, is not permitted at anytime.**
- 19.d Phone and laptop chargers should be checked to ensure they are compatible with UK 240v mains supply to eliminate fire risk and the 'tripping' of electrics.**

20. End of the Term

The Tenant/s agree to deliver up the Property at the end of the Rental Period (above) in the same state and condition it was in at the beginning of the Term.

21. Re-entry

If at any time during the Term:

There is a breach of any of the Tenant's obligations under this Agreement, the Landlord may recover possession of the Property and this Agreement shall end but without prejudice to any of the Landlord's other rights and remedies in respect of any outstanding obligations on the part of the Tenant.

22. Safety Regulations

22.1

The Landlord confirms that all furniture and furnishings comply with the relevant fire safety regulations, to the best of his knowledge.

22.2

The Landlord shall ensure that all gas appliances, flues and installation pipe work in the Property are checked by a registered technician on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken.

22.3

The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger, to the best of his knowledge.

NB: Scotland requires all appliances to be PAT tested.

22.4

The Smoke Alarms and Carbonmonoxide Alarm/s located within the property should be checked by Owner / Landlord / Agent & Tenant/s to ensure they are fully working work on a regular basis and certainly at Check-in.

23. Owner / Owners Agent / Landlord Cancellation.

If, due to unforeseen circumstances, a Property booking has to be cancelled where funds have already been paid by the Tenant and received by the Landlord / Agent, the Tenant agrees that a full refund of any monies paid is full and final settlement of the matter.

23.1 Tenant/s Cancellation.

The Tenant/s also accepts that in the event of their plans changing after this agreement has been made, funds paid and the property allocated and them not taking up residency within the property for the allotted rental period they will not be entitled to any refund other than that of the damage deposit and Tenants who cancel within 7 days of the start of their booking will not be given a refund, other than any damage deposit received.

24. As Tenant/s you acknowledge that the purpose of the tenancy is for a holiday / short let as mentioned in the Housing Act 1988 Schedule 1 paragraph 9, or in Scotland under the Housing Scotland Act 1988 Schedule 4 paragraph 8, or as defined by s.3(2)(c) of the Private Tenancies (Northern Ireland) Order 2006 where the purpose of the tenancy is to confer on the Tenant the right to occupy the property for a holiday, then that tenancy is not an Assured Tenancy under the terms of that Act and shall not confer on the Tenant any security of tenure within that Act.

25. Disputes and Jurisdiction

In the event of any dispute, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

26. Rights of Third Parties

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

27. Notices

Any notice to be served under this Agreement may be sent by registered post, recorded delivery, or email. If served on the Tenant, a notice should be served at the Property or sent to any email or address intimated by the Tenant, and if served on the Landlord or his Agent should be served at: _____ or to the address at top.

28. Conditions

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, subject to cleared funds being deposited with or into the Owners / Landlords / Agents, nominated account.

NB: Tenant/s Must be 18 or over to enter into this agreement.

NB: Parties should seek legal advice before signing below if they do not understand any part of this Agreement.

NB: For the avoidance of doubt UK Shortlets.com Ltd shall not be held liable by any party for any disputes arising from the use of this document.

29. Email Acceptance of these terms and Conditions:

In circumstances whereby the Tenant is not physically able to sign and date this contract in person due, for example, to being in a different location or Country whilst engaging in this agreement, email confirmation of acceptance of the above terms shall suffice, so long as the Tenant has supplied all the above information where required, and paid all the necessary fees up front which will mean that the Property will be allocated and available to the tenant/s for the dates specified. These terms prevail over all others.

29. 1. Prior to signing and any payments made, Potential Tenant/s may request to see proof of Property Ownership via, for example, a Utility bill with Name & Address on to avoid Fraud.

AGREED & SIGNED by the Tenant/s:

1) _____ Date: _____

2) _____ Date: _____

3) _____ Date: _____

4) _____ Date: _____

SIGNED by the Owner / Landlord / Agent: _____ **Date:** _____

30. Payments:

Holiday Rental Amount Rcvd by the Owner / LL / Agent from the Tenant/s: £ _____

Date: _____

Damage Deposit Amount Rcvd by the Owner / LL / Agent from the Tenant/s: £ _____

Date: _____

UPON CHECKOUT : Damage Deposit Amount Refund to Tenant/s & Other Info:

[illegible]