

HOLIDAY LETTING AGREEMENT

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

1. Matthew Smith of Flat 5, 378 Clapham Road, London, SW9 9AF (the **Owner, we or us**); and
2. Marc Gallagher of 18 Sheridan Drive Helen's Bay, Bangor, BT19 1LB (the **Holiday Guest, you or your**).

Meanings

1. These words and phrases have defined meanings:

Agreement:	this Holiday Letting Agreement, which is made up of the information in this section and the following terms and conditions;
Deposit:	£ 1,300;
Inventory:	the list of our possessions at the Property signed by you and us;
Letting Period:	69 days starting on the 27 March 2021 and ending on the 3 June 2021;
Property:	Flat 5, 378 Clapham Road, London, SW9 9AF;
Rent:	First month £,1517 paid in advance by 18 March 2021 and second month £1,430 per month paid in advance on the 1 May 2021.

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 obligations on your part). This clause does not affect your statutory rights.
5. Only the Other Guests listed (if any) are allowed 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 representatives 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 to 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 use and enjoyment of the Property is stopped and you will not be required to perform your obligations as to the state and condition of 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 be 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 times and in the way set out above;
 - b. keep 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 Period (reasonable wear and tear and damage by insured risks 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 of repair, and carry out any necessary repairs and gas 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 of, loss of or damage to personal belongings;
 - h. give a forwarding address when the Letting Period ends; and
 - i. before leaving remove all rubbish and all personal items (including your own furniture and equipment) from the Property.
9. You agree with us not to:
 - a. damage, make any alterations, changes or additions to the inside or outside 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 Property or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium;
 - d. without our prior written consent (consent not to be withheld unreasonably) keep or allow any pet of any kind or 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 any extra cleaning caused by the pet(s), and are responsible for cleaning all pet refuse;
 - e. use or occupy the Property in any way other than as a private holiday residence for a maximum of 2 people; and
 - f. assign, sublet, charge or part with or share possession of occupation of the Property or any part of it.

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 under or in trust for us.
11. We will insure the Property and the contents of the Property which belong to us, as listed on the Inventory. If requested we will give you a copy of the insurance policy.

Deposit

12. 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 properly made by us to cover any reasonable costs incurred or losses caused to us by any breaches of the obligations in this Agreement by you). No interest will be payable to you in respect of the Deposit.
13. The Deposit will be paid to you as soon as reasonably possible, however we will not be bound 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.
14. If at any time during the Letting Period we are obliged to deduct from the Deposit any reasonable costs due to any breach of your obligations you must make additional payments as are needed to restore the full amount of the Deposit.

General

15. 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.
16. 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.
17. 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:

Matthew Smith

Marc Gallagher
