

# HOLIDAY LETTING AGREEMENT

Apartment 29, One Lusty Glaze



**The Property:**

Apartment 29  
One Lusty Gaze  
Lusty Glaze Road  
Newquay  
Cornwall  
TR7 3FH

**The Rent:**

A 30% booking deposit must be paid immediately on the confirmation of the hire of the apartment.

The balance to be paid 6 weeks before the arrival date.

Any bookings made less than 6 weeks before the arrival date must be paid in full.

**Security Deposit:**

A separate security deposit of £300 is required to be paid 7 days before the scheduled arrival date.

**The Inventory:**

The Inventory means the list of Owner's possessions at the Property.

**The Keys:**

One full set of keys are provided for the property and will be located in a key safe, details of which will be sent to you following receipt of the Security Deposit

**Details of the Representative:**

Property Manager: Vicky Booth  
Mobile – 07984 854475  
eMail – [hasslefreecleaning@gmail.com](mailto:hasslefreecleaning@gmail.com)

## 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 for a holiday as mentioned in the [Housing Act 1988 Schedule 1 paragraph 9 and the Tenant acknowledges that this Agreement shall not confer on the Tenant any security of tenure within the terms of that Act.
- 1.3 Where the Tenant comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.

### 2 Condition of Property / Inventory:

- 2.1 Before you arrive the property will have been cleaned and the inventory checked. Discrepancies and any damage found should be reported within 24 hours of arrival to the Owners or their Representative, the inventory will otherwise be deemed to be correct. Losses, damage or any cleaning necessary over and above normal servicing, will be invoiced to you on or as soon after departure as possible.

### 3 The Security Deposit

- 3.1 The Tenant must pay the Security Deposit specified above to the Owner with the Rent, to be held by the Owner until the end of the Term as security towards the Tenant's liability for any damage, loss, or additional costs.
- 3.2 The Security Deposit shall be refunded to the Tenant (without interest) within two weeks following the departure date, after deduction of such sums that may be due to the Owner from the Tenant as a result of any breach of the Tenant's obligations.

### 4 Cancellation

- 4.1 The Tenant may cancel the booking at any time, all cancellations must be communicated to the Owner in writing and take effect from the date received by the Owner. In the event of a cancellation the following charges become applicable:
  - Less than 2 weeks prior to the arrival date: 100% of the full cost
  - Between 2 and 6 weeks prior to the arrival date: 75% of the full cost
  - Between 6 and 8 weeks prior to the arrival date: 50% of the full costIf more than 8 weeks notice is given the Owner will provide a full refund minus any actual costs incurred to that point.  
In the event that we are able to rebook the property we may be able to refund part or all of your balance.
- 4.2 It is extremely unlikely that there will need to be any changes to the property rental. However the Owner reserves the right to make changes at any time, and if this includes cancellation of the booking for reasons of force majeure or any other reason that makes the property unfit for rental, the Tenant will have the choice of either allowing the Owner to find an alternative date, or of cancelling the booking and accepting a full refund of all monies paid. The Owner will not be liable for any consequential loss or incidental expenditure resulting from such a cancellation of the booking.

### 5 Insurance

- 5.1 It is the responsibility of the Tenant to arrange insurance for their personal possessions. The Owner does not accept any liability for theft of, loss of, or damage to the Tenants' personal possessions. We strongly recommend that guests arrange adequate travel insurance for cover in case of cancellation.
- 5.2 At all times throughout the Term the Owner shall effect suitable building insurance cover for the Property and shall insure the Owner's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.
- 5.3 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Owner for the Property and the Owner's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

### 6 Quiet Possession

- 6.1 The Owner agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

### 7 Underletting

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

### 8 Use of Property

- 8.1 The Tenant shall use the Property for the purpose of a private holiday residence for a maximum of 'agreed' persons 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.

### 9 Advertisements

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

### 10 Nuisance

- 10.1 The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Owner, other tenants or any neighbours.
- 10.2 The Tenant shall not (nor allow others to) hang or dry wet suits or any other clothing, including towels, over the balcony.

### 11 Damage

- 11.1 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.
- 11.2 The Tenant is liable for the full cost of any damage caused to or within the property during the letting. Any such damage will be deducted from the Security Deposit. The Tenant acknowledges that this does not limit their liability for damages in excess of this amount. The cost of any damage will be invoiced to the Tenant on or as soon as possible after departure as possible by the, the Owner or their Representative.



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### 12 Alterations to Property

- 12.1 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 Owner's possessions, from the Property.

### 13 Maintenance

- 13.1 The Tenant shall keep any fixtures, fittings and effects of the Owner in good repair and condition, reasonable wear and tear and damage by accidental fire excepted.
- 13.2 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.
- 13.3 The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

### 14 Outgoings

- 14.1 The Owner must pay all the water and sewerage charges and any rates or taxes levied in respect of the Property.

### 15 Pets

- 15.1 The Tenant shall not keep or allow pets of any kind at the Property.

### 16 Smoking

- 16.1 The Property is a NO SMOKING property, should anyone smoke in the property and this is apparent at changeover the Owner reserves the right to charge the Tenant a cleaning fee for the deep clean of furniture and fabrics.

### 17 Barbeques

- 17.1 Barbeques are not permitted anywhere on the Property or in any of the communal areas.

### 18 Reporting Disrepair

- 18.1 The Tenant must report to the Owner, or their Agents, 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 practical after such disrepair or defect is noticed.

### 19 Call Out

- 19.1 The Owner reserves the right to charge the Tenant for any call out where the reason for the call out could have been resolved by phone, or the Tenant has caused damage that requires immediate attention.

### 20 Rights of Access

- 20.1 The Tenant must allow the Owner, his Agent or contractors access to the Property at reasonable hours during the day, 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 Owner'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.

### 21 End of the Term

- 21.1 The Tenant must deliver up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term, reasonable wear and tear and damage by insured risks excepted.

### 22 Complaints

- 22.1 Complaints must be reported immediately to the Owner, or their representatives, thereby giving the Owner the opportunity to rectify any genuine problem as quickly as possible during the stay. If the problem can not be rectified during the stay, the Tenant must write to the Owner within 28 days of the departure date giving full details of the complaint.

### 23 Safety Regulations

- 23.1 The Owner confirms that all furniture and furnishings comply with the relevant fire safety regulations.
- 23.2 The Owner shall ensure that all appliances, flues and installation pipe work in the Property are maintained in accordance with the relevant regulations.

### 24 Public Indemnity and Public Liability

- 24.1 The Owner and/or the Property Management Company do not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a customer's booking. The booking contract exists between the Owner and the Tenant and is limited to the rental of the Property and associated facilities only. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Owner's control for which the Owner and/or the Property Management Company accepts no liability. In addition, no liability can be accepted by the Owner and/or Property Management Company for any injury, loss or damage to the Customer, any member of the Customer's party or any visitor to the Property arising out of or in connection with the use of the Property or Facilities.

### 25 Force Majeure

- 25.1 The Owner will not be liable or accountable for any unforeseen situations or unforeseen circumstances. This may be such situations as freak weather conditions, local or national strikes, etc. or anything out of the ordinary.