

# HOLIDAY LETTING AGREEMENT

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

1. Stay Near Bath
2. The Guest/Booker

## 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:** Up to £1500, as agreed during the booking process

**Inventory:** The list of our possessions at the Property

**Letting Period:** The dates submitted during the booking process, from check-in time until check-out time.

**Property:** As booked by the guest

**Rent:** As agreed during the booking process and also later to be agreed by the owner

## Terms and Conditions

### General

1. 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.
2. 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.
3. If the Rent or Booking Deposits are unpaid for more than 7 days after they are due (whether demanded or not), or there is a breach of any of your obligations under this Agreement then we will cancel the booking if prior to check-in, or will get possession of the Property if after check-in, and this Agreement will end. No refund or compensation will be offered in this situation. This is 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.
4. 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 booked sleeping places. We and our representatives have a right at all times to refuse access to the Property for people who are not members of the party, who are not specified at the point of booking or in subsequent agreement with us.

5. 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 your 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).
6. 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

1. You agree with us to:
  1. Pay the Rent at the times and in the way set out above;
  2. Keep the Property in a good and clean condition;
  3. Replace, repair or clean any item(s) which are broken or damaged during the Letting Period;
  4. Keep noise from becoming too loud to disturb any neighbours; noise to be limited to a sensible level before 9pm in the outside areas, after which the outside areas are closed and should be vacated. Following this, noise to be limited to a sensible level inside the property before midnight. No music to be played in the outdoor spaces at any time and no noise or music in the indoor spaces after midnight.
  5. 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);
  6. Only use the bedrooms as specified in the property listing and agreed at the time of booking.
  7. 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);
  8. Make sure that your personal belongings are insured. We will not accept any liability for theft of, loss of or damage to personal belongings; and
  9. Before leaving remove all rubbish and all personal items (including your own furniture and equipment) from the Property.
2. You agree with us not to:
  1. Damage, make any alterations, changes or additions to the inside or outside the Property.
  2. Damage the Property or any of the contents, and furniture listed on the Inventory.
  3. 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;
  4. Without our prior written consent, keep or allow any pet of any kind or animal at the Property.

5. Use or occupy the Property in any way other than as a private holiday residence for the guests as booked. Additional day guests and guest changeovers are not permitted; and
6. assign, sublet, charge or part with or share possession of occupation of the Property or any part of it.

## **Our Obligations**

1. 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.
2. 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.

## **Security Deposit**

1. 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.
2. The deposit should be settled at least 7 days prior to arrival, you will be refused access to the property unless the security deposit has been settled. In this circumstance you shall not be entitled to a refund for any of the booking charge.
3. The deposit should be paid by bank transfer. In exceptional circumstances, at the express permission of the management this deposit may be made on a credit or debit card. The 3% processing charges will be deducted from the security deposit refund.
4. The Deposit will be paid to you as soon as reasonably possible up to a maximum of 14 days, 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.
5. 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.
6. In the event of charges being made, we are unable to enter into discussion with anyone other than the lead guest. We reserve the right to make further charges for time in dealing with issues such as taking photographs of damage, replying to emails, organising repairs/replacements, administration, etc.

## **Behaviour bond**

1. There may be occasions where a behaviour bond will be requested. This will be held by us and will be refunded to you at the end of the Letting Period by the original payment method or bank transfer. Any behaviour which does not meet the standards expected will be considered a breach of the obligations in this agreement and will result in the forfeit of the bond in full. No interest will be payable to you in respect of the bond.

2. The behaviour bond will be paid to you as soon as reasonably possible up to a maximum of 14 days, however we will not be bound to return the bond until after we have had a reasonable opportunity to assess any breaches of your obligations under this Agreement.
3. If at any time during the Letting Period we are obliged to deduct from the bond 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 bond.
4. In the event of charges being made, we are unable to enter into discussion with anyone other than the lead guest. We reserve the right to make further charges for time in dealing with issues covered under the behaviour bond.

## Charges

1. We reserve the right to deduct charges from the security deposit should there be any breaches of the obligations in this agreement. The list of charges is not limited to the items listed below:

Carpet cleaning	£185
Damage to paintwork	Min £150 subject to extent of damage
Damage to carpet	Min £365 subject to extent of damage
Damage to fixtures and fittings	Min £140 subject to extent of damage
Damage to locks	£90
Damage to tiles/floors	Min £300 subject to extent of damage
Damage to electrical items	Min £150 and/or replacement cost
Hot tub/Pool left open or unclean	£95
Smoking inside the property	Min £345 plus nightly rate
Crockery/Cutlery/Glassware breakages	£3 per item
Excessive utilities usage (Gas/Oil/Electric/Water)	2x Cost plus administration charge
Unreported damage surcharge	£125
Use of unagreed beds/bedrooms	£50 per bed or £100 per bedroom
Lost keys	£35 per key
Unarranged late checkout	£80 per hour
Disturbance to neighbours/management	£480 per night
Music/excessive noise during quiet hours (midnight-7am)	£480 per night
Unauthorised use of leisure facilities	£195 per night
Unarranged guests at the property	£290 per person per attendance
Central heating (outside scheduled hours)	£2 per guest/day-assume max capacity
Additional cleaning	£20 per hour
Unagreed pet/animal at the property	£479
Dry cleaning of soft furnishing/carpets following a pet/animal in the property	£690
Rearranging furniture if items moved	£50
Excessive waste removal	£15 per bag
Administration of the charges above	£80

2. The charges above are subject to change and should be used as a guide.
3. If a property or room is considered unusable due to damage sustained during a period of occupancy by the guest, we reserve the right to charge the nightly cost of the property until the property can be repaired.

## **Smoking policy**

1. Smoking is not permitted inside the property, please ensure you use the designated areas outside, or if not immediately obvious please remain at least 10m from the property while smoking.
2. Please ensure you remove any smoking debris and place in the bins provided.
3. If we find evidence that guests have been smoking or taking drugs inside the property, all of the guests will be asked to leave immediately, any time of day or night. You will remain liable for the whole cost of your stay and the charges as outlined previously. While the property is cleaned you will be liable for the cost of the additional nights reservations and any compensation owed for cancellation of reservations.

## **Leisure facilities**

1. If booked with your reservation or subsequently upgraded, you will have use of the leisure facilities at the property. This will be subject to the seasonal and daily opening schedules. You can find more details on these in the welcome information or upon request. The seasonal opening of the outdoor swimming pool is determined by past and future forecasted weather for the location and may result in late opening of the swimming pool at the start of the season, or early closing of the swimming pool at the end of the season.
2. We will do our utmost to ensure the facilities are open and available for use during your stay.
3. The outdoor pool will be heated throughout its opening times. Following periods of cold or rainy weather the water temperature will drop and it will take time for it to heat up again. We cannot be held responsible for the cool water following these periods.
4. Last minute bookings may require time for the hot tub to be prepared, this may take up to 24 hours.
5. The pool and hot tub are checked regularly and deep cleaned once per week.
6. Availability of the facilities will be subject to due care by guests. We are unable to accept responsibility if the previous guests damage, tarnish or dirty the facilities rendering them unavailable for the next guests. We will always try to restore the facilities promptly but they may require draining or additional cleaning processes.
7. Glass products must not be used in or near the leisure facilities. Any broken glass must be reported immediately and will require the complete draining of the water and refilling, in addition to reheating and refreshing the chemicals. The costs associated with this will be passed to the guests. Any claims from subsequent guests for unreported breakages will be passed to the previous guests.

## **Cancellation by us**

1. In the unlikely event that we need to cancel your booking we will attempt to offer you alternative accommodation. If suitable accommodation is not available then we will refund the monies already paid by you and confirm that you will not be liable for any further payments to us.
2. In any circumstances where you are entitled to compensation, the limit of our liability to you arising from our breach of contract will be up to a maximum of the sum paid by the guest.
3. We reserve the right to cancel a booking should the management deem the risk to the property or business objectives to be averse to the guests' priorities. In these circumstances we will confirm that you will not be liable for any further payments to us.

## **Cancellation by the guest**

1. Should you need to cancel your reservation prior to your arrival you must notify us immediately. Deposits are non-refundable but with sufficient notice we will forgo any other due payments at the discretion of the management.
2. Sufficient notice is defined as 30 days for 4 person accommodation, 90 days for 10 person accommodation and 360 days for any larger accommodations.
3. Deductions will be made from the refund to cover any platform commission charges, payment processing charges or advertising charges in respect of the booking.
4. If you fail to check in, or leave before your due departure date, you will be charged the full balance for the duration of your booking.

## **Our liability**

1. We do not accept any liability for damage to your property or injury to you (or other members of your party) whilst on our premises.
2. Cars left in our car park are parked at your own risk.
3. Use of the pool, hot tub or terrace area are entirely at your own risk. Children must be supervised at all times
4. We are not responsible for the content of external Internet sites.

## **General incapacity**

1. We cannot be held liable if any of the following, or similar events or conditions prevents the property from fulfilling its obligation to guests. During these conditions we will not be required to offer any refund or compensation. This will also apply to any other events or circumstances which are beyond our control.

Unanticipated interruption to electricity, water, sewage to and from the property

Industrial actions, civil uprising or criminal activity; and

Fire, frost, flooding, wind or any other force majeure event.

## **Disturbance**

1. Because we have neighbours and may have other guests, we ask you to respect each other concerning cleanliness of the common areas and noise level. If we receive complaints, you will be given a warning. Further complaints are subject to the termination of stay. We reserve the right to end a reservation if a guest becomes a disturbance/nuisance to others, including management.
2. There will be occasions when repair work or similar is taking place in the vicinity of your accommodation. Please email us to request a planned schedule of works to check for the dates of your stay. On occasion there may be unplanned or emergency repair work in progress, if you have any issues with noise or disturbance please contact the management immediately.

## **Environmental policy**

1. We are dedicated to the protection of our planets resources and would encourage our guests to help us by:
2. Switching off lights when not in use;
3. Ensuring that taps are always turned off after use;
4. Avoiding the unnecessary use of towels – just use what you need!;
5. Placing recycling in the bins provided; Glass in the black boxes, plastic, cans and cardboard in the blue topped bins.
6. Keeping the doors and windows closed where possible and using the heating only when it is necessary and only in the rooms you are using. The heating hours are outlined in the welcome pack, if additional heating hours are required please let us know, the charges are outlined in the charges section.

## **Informing us of problems during your stay**

1. If you have any problems during your stay please notify us immediately by phone or in person. If you cannot make contact then please send us an email. We are always happy to help guests and will do our utmost to resolve any issues.
2. If you need to leave during your stay or find issues with the property please ensure you inform us prior to your departure. Failure to do so will invalidate any subsequent requests for a refund.

## **GDPR**

1. Please see our GDPR policy here for full details on this:  
<https://www.staynearbath.co.uk/documents/GDPRpolicy.pdf>

## **Security**

1. Where security monitoring is in use for guest safety we will ensure;
2. They only have a range of view of the exterior of the property and will not include the leisure facility areas. No interior aspects will be covered.
3. The focus of the view will be the car park or entrances to the property.

4. They are used only for the purpose of crime prevention and guest safety.
5. Footage is held on a secure server for up to 90 days before being deleted.
6. Any footage is available for viewing by a guest on request and will be made available within 7 days.
7. Possessions are left at the accommodation entirely at the guests risk.

## General

1. 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.
2. 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.
3. 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 may sign this Agreement on the date(s) below or arrival on your check-in date confirms acceptance of the terms outlined above.

**Signed:** Stay near Bath

For and on behalf of Stay Near Bath

**Dated:** Date of rental

**Signed:**

Guest \_\_\_\_\_

**Dated:** Date of booking