

# Holiday Letting Agreement

## IT IS HEREBY AGREED AS FOLLOWS

### 1. Interpretation

- 1.1. Except where the context requires otherwise the masculine gender includes the feminine and neuter and the singular includes the plural and visa versa and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

### 2. The Holiday Let of the Premises and the Term

- 2.1. The Property Owner agrees to let the Premises to the Guest for the sole purpose of holiday accommodation.
- 2.2. The Holiday Let shall commence on the Start Date at 4:00 pm.
- 2.3. The Holiday Let shall terminate on the End Date at 10.00am subject to the cancellation rights contained within Clause 5.
- 2.4. The Guest shall take possession of the Premises on the Start Date at the specified time and shall vacate the Premises at or before the specified time on the End Date.
- 2.5. The procedures for the Guest to collect keys prior to the commencement of the Holiday Let and to return them at the end of the Holiday Let shall be agreed separately between the Property Owner and Guest in writing.
- 2.6. Upon taking possession of the Premises, the Guest shall be provided with an inventory which details all of the Property Owner's appliances and furnishings. The Inventory should also contain a description of the general condition of the property, and note any defects or damage which is existent at the time the Guest takes possession. This should be signed by the Guest.
- 2.7. The Guest acknowledges and agrees that the Premises are let as holiday accommodation within the meaning of Schedule 1, paragraph 9 of the Housing Act 1998 (or where the Premises are in Scotland, within the meaning of Schedule 4, Paragraph 8 of the Housing (Scotland) Act 1988) and that the Guest has no security of tenure.
- 2.8. The Guest agrees and acknowledges that as a Holiday Let, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.

### 3. The Rental

- 3.1. The Guest agrees to pay the Property Owner the Rental for the Premises.
- 3.2. The Rental shall be paid to the Property Owner by [*bank transfer / banker's Draft / cheque payable to MR N Statham*] on or before the following date. TripAdvisor bookings payment will be taken by Tripadvisor.

### 4. The Deposit

- 4.1. The Guest agrees to deposit the amount of £ 250.00 ("the Deposit") with the Property Owner as a security for damage to the property and for

cancellation of this Agreement.

- 4.2. The Guest shall pay the Deposit to the Property Owner at the same time as the Rental. TripAdvisor bookings payment will be taken by Tripadvisor
- 4.3. At the end of the Holiday Let and within 14 days of the return of the keys to the Property Owner, the Deposit shall be refunded to the Guest by the Property Owner, minus any deductions which may be due to the Property Owner in respect of the breach of any part of this agreement by the Guest.

## **5. Cancellation of Booking**

- 5.1. Where the Guest cancels his booking before the date set out in Clause 3.2, he will not be liable to pay the Rental or the Deposit and he will incur no charge. If the Rental or Deposit has already been paid to the Property Owner it will be refunded in full and the Property Owner will be free to re-let the Premises.
- 5.2. Where the Guest fails to pay the Rental and the Deposit to the Property Owner by the date set out in Clause 3.2, he will be held to have cancelled his booking and terminated this agreement. The Property Owner will be free to re-let the Premises.
- 5.3. Where the Guest wishes to cancel his booking after the date set out in Clause 3.2, he must give the Property Owner written notice.
- 5.4. Where the Guest cancels his booking under Clause 5.3, he will be entitled to a full refund of the Deposit. He will also be entitled to a pro-rata refund of the Rental, depending on the date on which written notice of cancellation is received by the Property Owner, as set out below:
  - a 50% refund of the total cost if they cancel at least eight weeks before check-in.
  - a 25% refund of the total cost if they cancel at least four weeks before check-in.
- 5.5. The Property Owner reserves the right to cancel this agreement for any reason and at any time. Notice shall be given in writing as soon as reasonably practical. If the Property Owner chooses to cancel the agreement under this Clause, the Guest shall be entitled to a full refund of the Rental and the Deposit. The Property Owner shall not be liable for any consequential loss, incidental expenditure, or loss of enjoyment which the Guest suffers as a result of cancellation.

## **6. Occupation of the Premises**

- 6.1. The Guest's family and/or other guests (as agreed between the Property Owner and the Guest in advance in writing) shall be entitled to occupy the Premises in addition to the Guest.
- 6.2. The Guest undertakes and warrants that he shall require all persons who are permitted to occupy the Premises under this section to comply with all obligations and restrictions which are imposed on the Guest under this agreement.
- 6.3. The Guest agrees that any damage or breach of this agreement by any person who is permitted to occupy the Premises under this section shall be treated as damage or breach attributable to the Guest and the Guest agrees to indemnify the Property Owner against any such breach or damage.
- 6.4. Any damage or breach caused by any person who is permitted to occupy the

Premises under this section may be rectified by the Property Owner making an appropriate deduction from the Deposit prior to it being refunded.

## **7. Guest's Obligations and Restrictions on Use of Premises**

- 7.1. The Guest undertakes to use the Premises only for residential purposes and only for the purpose of a holiday let.
- 7.2. The Guest undertakes not to use the Premises for the carrying out of a trade or business, or for any unlawful, questionable or immoral purpose.
- 7.3. The Guest undertakes not to use the Premises to store any dangerous or hazardous material or substance, or any item of a flammable or explosive nature which might unreasonably increase the risk of fire or explosion on or around the Premises and which would be considered hazardous by a responsible insurance company.
- 7.4. The Guest shall not sublet the Premises or assign any of his interests, rights or responsibilities under this Holiday Let without the prior written consent of the Property Owner (such consent being at the absolute discretion of the Property Owner).
- 7.5. The Guest shall not cause any damage to the walls, doors, windows or other fixtures and fittings of the Premises and shall not use the Premises in any way which impinges on the property rights of neighbours or creates a nuisance, either to the Property Owner or others.
- 7.6. The Guest undertakes not to allow smoking in the Premises.
- 7.7. The Guest undertakes not to remove any of the furniture from its current position within the Premises.
- 7.8. The Guest undertakes to maintain the Premises in good condition during the term of the Holiday Let. The Guest shall keep the property clean and ventilated and in cold weather will take steps to ensure that pipes do not freeze.
- 7.9. The Guest shall be responsible for keeping drains, waste pipes, baths, sinks, and lavatories free from blockages and shall take care not to dispose of any immiscible or damaging substances such as oil and grease via the drains or waste pipes.
- 7.10. The Guest undertakes to leave the Premises clean and tidy at the end of the Holiday Let, in the same condition as he found it upon taking possession.
- 7.11. The Guest shall not keep any pets or any other animals on or in the Premises without the prior written consent of the Property Owner (such consent being at the absolute discretion of the Property Owner).
- 7.12. The Guest shall permit the Property Owner or any person authorised by the Property Owner to enter the Premises at any reasonable hour for the purpose of ensuring all appliances are safe and carrying out urgent repairs to the Premises.

## **8. Responsibility for Security, Loss and Damage**

- 8.1. The Property Owner shall take out appropriate and adequate buildings insurance to protect the Premises against flood, fire, subsidence, storms, malicious damage and all other usual forms of insurable risks.
- 8.2. The Property Owner shall take out appropriate insurance to cover any fixtures, fittings or appliances which belong to him and which are let with the

Premises.

- 8.3. The Property Owner makes no guarantee as to the security of the Premises and the Guest acknowledges that where he stores any personal possessions in the Premises, which includes any vehicles which the Guest parks in any allocated parking spaces, he does so at his own risk. The Property Owner shall not be liable for any loss or damage howsoever caused to the Guest's personal possessions, except where the loss or damage is caused by the Property Owner's own negligence.
- 8.4. Written notice shall be deemed to have been duly received:
- a) if delivered personally, when left at the address and for the contact referred to in this Clause; or
  - b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## **9. Miscellaneous Provisions**

- 9.1. This document constitutes the entirety of the agreement between the parties and the terms of the Holiday Let. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this Agreement or the terms of the Holiday Let must be made in writing and signed by both the Property Owner and the Guest.
- 9.2. This Holiday Let shall be governed by the Law of England and Wales.
- 9.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
- 9.4. All terms, conditions and covenants contained in this Holiday Let shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.
- 9.5. The failure by either party to enforce any provision of this Holiday Let shall not be deemed a waiver or limitation of that part's right to subsequently compel and require strict compliance with every provision of this Holiday Let.

### **Limitation of Liability - THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.**

This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees) to the Hirer in respect of:-

Any breach of these Conditions.

1. The hire of the Holiday Accommodation by the guest(s); and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract and these Conditions. Nothing in these Conditions limits or excludes the liability of High View House.
3. For death or personal injury resulting from the negligence of High View House; or for any damage or liability incurred by the guest(s) as a result of fraud or fraudulent misrepresentation by High View House
4. High View House makes every effort to update the descriptions on its website for any material changes made to the holiday accommodation, however High View House shall not be held responsible for any minor discrepancies in the holiday accommodation from the descriptions on its website, or any changes made to the holiday accommodation after the date of the booking enquiry. If High View House has made any changes to the holiday accommodation which are material, we shall use reasonable endeavour to notify the guest(s).
- 5, High View House shall not be liable for:-
  - (a) any injury;
  - (b) any sickness;
  - (c) any loss;
  - (d) any damage;
  - (e) any additional expense;
  - (f) any damages for inconvenience caused directly or indirectly by or arising from travelling to and from the cottage or out of the use or condition of the holiday accommodation and its appearance, plumbing, gas, oil, electrics, private water, exceptional weather conditions or negligence. High View House shall not be liable for any actions or omissions of the owner of the property. High View House shall not be liable for any damage or loss caused to any belongs of the guest(s) during the hire period.
6. High View House total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with

## **HOT TUB DISCLAIMER**

**We have prepared this Hot Tub Disclaimer, for all guests staying in our properties.**

**If you have decided that you will not be using the hot tub during your stay, please note that it will be emptied prior to your arrival, and closed for the duration of your stay.**

### **BEFORE YOUR ARRIVAL**

If you do not wish to use the hot tub facilities within your cottage, please let us know. If we do not receive an email or signed confirmation that you agree to the use of the hot tub, the hot tub will not be prepared for your arrival. Guests wishing to enjoy the hot tub are required to read this disclaimer and then click here to send an email with the following information or email us directly on [highvirewhouse2017@gmail.com](mailto:highvirewhouse2017@gmail.com)

### **PLEASE NOTE:**

As the lead guest, and signatory of this form, you are responsible for ALL the people staying at the cottage/apartment with you during your stay being aware and agreeing to this information. A copy of the rules will be available in your cottage guest welcome folder or mounted on the wall. The signatory is responsible for making sure that all members of their party, and their guests, are aware of, and strictly adhere to the guidelines for proper use of the hot tub.

### **HOT TUB RULES**

We understand that having a hot tub in your cottage/apartment is a really special touch to your holiday experience and adds that little bit of extra indulgence to your break. We want you to have pleasurable experience relaxing under the stars and enjoying the company of friends and family. For your (and your guests safety), it is essential to understand and adhere to the advice and guidelines for proper use as outlined below:

- High View House & its owners take no responsibility for any accident, injury or health issue resulting from the use of the hot tub.
- The hot tub must never be switched off at the mains. Only authorised maintenance personnel are authorised to control the mains power. There may be an extra charge added to your bill if the tub is switched off during your stay – even if you are not using it.
- Hot tub cleanliness is paramount. We have installed a ultraviolet and ozone generating system to the tub along with an automatic chlorine dosing system. For your own safety it is essential that the water is kept clean as failure to do so results in the water balance changing which seriously diminishes the effectiveness of the sanitising chemicals. Our authorised maintenance personnel will check the chemical balance of the hot tub periodically to monitor the levels of micro bacteria. This may be up to 3 times a day (dependent on usage) to check the water balance and quality. Water balance/chemicals will be adjusted as necessary and results recorded. This procedure may be done remotely and ensures that the chemical balance of the water remains continuously safe for your enjoyment throughout your stay.
- If upon inspection the hot tub is found to be dirty due to misuse, it may be necessary for us to empty the hot tub and switch it off. We reserve the right to turn the hot tub

off for the remainder of your stay. If you wish to have the hot tub cleaned and refilled, this will incur an additional cost of £100. Please be aware that it can take up to 48 hours for the pool to reheat.

- Only guests whose names have been provided on your booking are permitted to use your hot tub.
- Please note the maximum capacity per cottage for each hot tub.

**If the hot tub needs to be shut down, cleaned and refilled this will incur you a cost of £100.**

#### **WHEN USING THE HOT TUB DO NOT ALLOW**

- People with infectious diseases should not use the hot tub.
- The use of alcohol, drugs or medication before or during the hot tub may lead to drowning.
- People on medication should always consult their doctor before using the tub.
- People who are pregnant, obese, have heart conditions; blood pressure problems, circulatory problems, skin conditions or diabetes should always consult their doctor before using the tub.
- Do not use the tub immediately after strenuous exercise.
- Prolonged use of the hot tub can lead to hyperthermia. This is a dangerous condition when the internal body temperature exceeds 37 degrees. Symptoms may include failure to perceive impending hazard, failure to perceive heat, failure to recognise need to leave the tub, unconsciousness and drowning.
- Do not open the electrical box of the hot tub.
- NEVER leave one person alone in the tub or let them sleep in it. This could lead to drowning. Please treat the tub as if it were your own as maintenance is expensive.
- Do not drink the water, or allow the water to enter your mouth.
- NEVER allow children under 5 in the hot tub.
- In the interest of the peace and quiet of our neighbours the hot tub cannot be used past 10pm.

**Enjoy the hot tub but remember any damage to the hot tub, the cover, cover lifting arm and handles will be charged for.**

#### **GUIDELINES FOR PROPER USE OF HOT TUB**

The hot tub has been provided for you to enjoy in comfort and provide a relaxing experience whilst you stay with us. However for your safety and enjoyment there are guidelines for the proper use of the hot tub that must be adhered to by all guests. This is an important health and safety legal requirement for Hot tubs used in a commercial environment. You must adhere to the guidelines set out below. Failure to do so could result in injury or death and High View House & It's owners accepts no liability, due to loss or injury in relation to inappropriate behaviour, or misuse whilst in or around the confines of the hot tub.

There are a few simple rules to follow so you can enjoy the tub throughout your stay.

## **HYGIENE**

Guests must shower and use the toilet before entering the hot tub. Fake tan will stain and dirty the hot tub, requiring us to empty the hot tub and switch it off. This will incur a cost. Please remember to replace the floating chemical sensor to the tub when you exit, and close the hot tub cover. Do not use any soaps or detergents of any type in the hot tub, this will result in it having to be shut down, emptied and refilled. This will incur a cost. Appropriate swimwear should be worn at all times, naked bathing is not permitted.

## **PROPER USE**

The hot tub is quite deep so for caution there should always be a minimum of 2 people in the hot tub in case of an emergency. Keep all loose articles of clothing and jewellery away from the rotating jets. Test the water with your hand before entering to make sure it is a comfortable temperature. Guests should never submerge their head in the water. Hot tub water is not suitable to be in or near your mouth and should never be consumed. It is your responsibility to instruct any children of this advice. Do not jump into the hot tub, nor stand on or jump on the lid. Be aware that surfaces in and around the hot tub may be slippery with water or ice.

## **FOOD & DRINK**

Never take glass into the hot tub, plastic glasses are provided. Any glass broken in or around the tub needs to be reported immediately.

## **CHILDREN & PREGNANCY**

Risk to children – Extreme caution must be exercised to prevent unauthorised access by under age children. The hot tub cover must remain closed at all times unless a responsible adult is present. No children under 5 years old are permitted in the tub, as they cannot regulate their body temperatures suitably. Instruct your children to shower and visit the toilet prior to use of the tub and inform them to keep their heads out of the water (especially mouth and ears). Use extreme caution with all children wishing to use the hot tub, they are prone to overheating and this can be very dangerous. ALL children under 16 MUST be supervised at all times.

## **OPERATION**

ONLY use the control panel on the op side of the tub. Improper use can put the tub 'to sleep', which lowers the temperature and this can take up to 24 hours to warm up again and increases the possibility of bacteria's multiplying. Never remove the operating panel, the suction fitting etc. from the hot tub.

## **REMOVING AND REPLACING THE COVER**

Do not attempt to forcibly pull the lid or its clips. Always strap the lid down and clip all clips back when you leave the tub. Failure to do so may end up with the lid being blown off and can damage the lid and its supporting arms, this could be very expensive to repair and you are liable for the cost. Please report any illnesses following Hot tub usage to the office immediately. This is extremely important if pneumonia-like symptoms are experienced.