

Holiday Letting Agreement

(for a Holiday Let of Furnished Property)

This form is intended for use only for a Holiday Let. The Tenant shall be entitled to occupy the property for holiday purposes only. This agreement shall not confer on the Tenant any security of tenure within the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy. If the circumstances make it clear that the letting is NOT for the purposes of the Tenant's holiday, for example because the term is so long, the Courts may hold that it is an Assured Shorthold Tenancy.

THIS RENTAL AGREEMENT comprises the particulars detailed above and the terms & conditions printed overleaf whereby the Property is hereby let by the landlord & taken by the tenant for the term at the rent.

| | | | |
|-----------------------------------|---|---------------|---------|
| Dated this Agreement takes effect | | | |
| The PROPERTY | | | |
| The LANDLORD | | | |
| Landlord's Address | c/o Golden Eagle International Ltd, 10 Portman Street, London W1H 6DZ | | |
| The TENANT(s) | | | |
| The TERM | | | days |
| The START DATE | | Starting time | 09.00am |
| The END DATE | | End time | 1pm |
| The RENT | per week | | |
| Payable in advance | Weekly / in advance for the term on the date of this Agreement | | |
| The DEPOSIT | £ | | |

Where the context so admits:

The INVENTORY: The document prepared on behalf of the Landlord, at his/her expense, showing details of the property's fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general as drawn up prior to the commencement of the tenancy. The inventory will be relied upon at the end of the tenancy to assess any damage, other than reasonable wear and tear.

The LANDLORD: This includes the person/people who own the property and includes the persons for the time being entitled to the reversion expectant upon this Tenancy

The TENANT includes any persons deriving title under the Tenant

The PROPERTY includes all of the Landlord's fixtures and fittings at or upon the Property

The TERM shall mean the period stated in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension respectively.

All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

| | | |
|-------------------------|--|--------|
| Signed by the TENANT(s) | | Dated: |
|-------------------------|--|--------|

| | | |
|----------------------------------|--|---------------|
| Signed by the LANDLORD(s) | | Dated: |
|----------------------------------|--|---------------|

Terms and Conditions

The Tenant will:

- pay the Rent at the times and in the manner aforesaid. In the event of the Rent being unpaid for more than 10 days after it is due (whether demanded or not) or there being a breach of any other of the Tenant's obligations under this Agreement then the Landlord may recover possession of the Property and this Rental Agreement shall thereupon 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. This clause does not affect the Tenant's statutory rights and the landlord will need to obtain a court order while anyone is living at the property.
- pay interest at the rate of 10% above the Base Lending Rate for the time being of the Landlord's bankers upon any Rent or other money due from the Tenant under this Agreement which is more than 3 days in arrears in respect of the period from when it became due to the date of payment.
- keep the interior of the Property in a good, clean and tenable state and not damage or injure the Property or any part of it nor make any alteration or addition to the Property nor do any redecoration or painting of the Property.
- yield 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. If the Tenant fails to do this, the Landlord's Agent will arrange for someone to do this at a cost of £250.00, payable by the Tenant.
- maintain the Property and keep it in a good and clean condition and maintain all of the contents of the Property as listed on the Inventory, if any, and replace/repair/cleanse any item(s) which become broken/damaged by the tenant.
- not 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 payable therefore
- not without the Landlord's prior written consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property. If any pets are permitted they must be kept under strict control at all times and must not be left unattended in the property. The Tenant will be responsible for all damage caused by the pet(s) and for any extra cleaning required.
- not use or occupy the Property in any way whatsoever other than as a private holiday residence, only for the persons named above.
- not assign, sublet, charge or part with or share possession of occupation of the Property or any part thereof
- allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to view the property, inspect its condition & state of repair and carry out any necessary repairs and gas inspections, provided the landlord has given reasonable prior notice (except in emergency)
- provide the landlord with a forwarding address when the tenancy comes to an end and remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the property before leaving.

The Landlord will insure the property and the contents of the property which belong to the Landlord, as listed on the Inventory, if any, and make a copy of the insurance policy available to the Tenant upon request. The Landlord will **not** provide insurance cover for any of the Tenant's property or possessions.

The Deposit will be held by the Landlord on a Stakeholder basis and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in his Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money. The Deposit shall be payable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until after he has had a reasonable opportunity to assess the reasonable cost of any cleaning, repairs or replacements required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under the above clause. However, the Landlord shall not, save in exceptional circumstances, retain the Deposit for more than one month after the end of the tenancy. If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, then the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

Subject to the Tenant paying the rent and performing his/her obligations under this Agreement the Tenant may peaceably hold and enjoy the Property during the term without interruption from the Landlord/any person rightfully claiming under or in trust for the Landlord.

The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated overleaf.

In the event of damage to, or destruction of, the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its 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 the Tenant).

SAMPLE