

## LE PRATOLA HOLIDAY LETTING AGREEMENT

This agreement (which incorporates the General Booking Terms & Condition attached) (“the Agreement”) is made on the \_\_\_\_\_ between \_\_\_\_\_

- \_\_\_\_\_ of \_\_\_\_\_ (“the Owner”) and
- \_\_\_\_\_  
and all other occupiers of the Premises during the Booking Period (“ the Guest”)

It is agreed that the Owner will let and that the Guest will take, the furnished premises at Le Pratola (“the Premises”) from \_\_\_\_\_ to \_\_\_\_\_ (“the Booking Period”).

### **The Guest agrees with the Owner as follows:**

- To pay a letting fee of EUR \_\_\_\_\_ (“Letting Fee”). A payment equivalent to 30% of the Letting Fee (“30% of the Letting Fee”) is due on confirmation of the booking and the balance is payable in full 65 days prior to the commencement of the Booking Period.
- To pay a deposit of Euros 1,500 (one thousand five hundred euros) (“the Deposit”) on confirmation of the booking which is fully refundable within 21days of the end of the Booking Period, less any sum which the Owner may at its reasonable discretion deduct as a result of any breach of the Agreement by the Guest including fees relating to Cancellation or any monies owed.
- To accept and abide by the General Booking Terms & Conditions set out below.

The terms and conditions of the Agreement become valid upon written confirmation by the Owner of acceptance of the holiday letting period for Booking Period.

**Signed:**

**Name (printed)**

**Date:**

## **GENERAL BOOKING TERMS AND CONDITIONS**

### **BOOKING**

For all bookings, including those made by telephone or internet, the Guest must complete and sign the Agreement. This must be sent to the Owner at the time of booking. The Guest must be over 18 years of age and authorised to make the booking and to accept these Booking Terms & Conditions by all persons who will occupy the Premises. The Guest will be responsible for making all payments due and all actions taken by the persons who will occupy the Premises during the Booking Period.

On receipt of documents the Guest must advise the Owner if anything appears to be incorrect. The Owner is not liable if it is not notified of any inaccuracies. The Owner reserves the right to refuse a booking without giving any reason.

### **PAYMENT OF THE LETTING FEE**

In order to confirm a booking the Agreement signed by the Guest must be received by the Owner together with 30% of the Letting Fee paid by bank transfer into a nominated bank account. If the Owner does not receive the signed Agreement and 30% of the Letting Agreement within 5 days of the Guest's verbal or written confirmation, then the Owner may release the booking and will not be able to guarantee that the Premises will subsequently be available.

If such payment is not received then the Owner reserves the right to treat the booking as cancelled and any payments received by the Owner from the Guest (including 30% of the Letting Fee and the Deposit) will not be refunded. In this case, cancellation charges as set out in the clause "Cancellation" below will be applicable.

Bookings received 65 days or less before the commencement of the Booking Period must be paid in full.

### **THE PREMISES**

The Guest agrees to and will comply with the following:

- To take all reasonable care of the Premises (including its pool and grounds) and to leave the Premises (including its pool and grounds) in a clean and tidy condition.
- Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
- To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted).
- Not to remove any of the furniture from its present position in the Premises and not to tamper with the water, heating, gas and solar panel services.
- To take care and ensure its visitors take care when walking around the Premises due to uneven surfaces and rocky terrain.
- To use the premises as a private holiday residence for up to 10 people only and not for any other purposes whatsoever. Additional persons may be accommodated by prior arrangement only.
- Not to affix any poster or placard to the interior or exterior of the Premises.
- Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
- Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
- Not to use the property for any illegal or immoral purposes.
- Not to play or permit to be played on the Premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the Premises.
- To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
- Not to smoke or permit smoking inside of the Premises.
- Not to allow pets inside or on the Premises.
- Children should be supervised at all times when using the pool and gym equipment and the electronic pool cover should always be used when children are at the Premises and the pool is not being used.
- The pool and gym equipment must not be used by anyone whilst under the influence of alcohol.
- To leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement ensuring all personal waste is removed at the end of the Booking Period.

- The Owner will not be liable for any accident, loss or damage which may be sustained by the Guest or a visitor of the Guest at the Premises howsoever caused particularly in relation to the use of the pool and the gym equipment (which is used entirely at the Guest's own risk).
- In the event that the Deposit is insufficient for the repair or replacement of any damage to the Premises or to any of its fixtures and fittings then the Guest must pay to the Owner within 14 days of notification by the Owner a sum which the Owner determines in its reasonable discretion is necessary to rectify such repair or replacement
- During the term the Booking Period the Premises is for the purposes of a holiday let only and that the Premises is used solely on this basis and that this Agreement shall take effect as a holiday letting agreement only. The Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise at the end of the Booking Period.
- If at any time during the Booking Period, if the Letting Fee or any part of it is unpaid or any obligation by the Guest contained in the Agreement is broken or not performed or observed the Owner or its representatives may at any time enter the Premises and terminate the Agreement with immediate effect.

The Owner agrees that within the Letting Fee the following will be included:

- Gas, electricity and underfloor heating
- Two and a half hours cleaning per day to include surfaces and floors
- Weekly linen change and twice weekly bathroom linen change

### **THE CONTRACT**

The Agreement is not binding until the Owner has confirmed in writing to the Guest that the booking has been confirmed and in any event not until after the conditions set out under the heading "Payment of the Letting Fee" above have been satisfied. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this Agreement will be dealt with by the courts of England and Wales.

### **CANCELLATION**

If the Guest wishes to cancel the booking it must be communicated to the Owner in writing and takes effect from the date such communication is received by the Owner. In these circumstances the Guest will be liable to pay the following fees to the Owner:

- Less than 7 weeks prior to arrival date – 100% of the Letting Fee
- Between 7-9 weeks prior to arrival date – 90% of the Letting Fee
- More than 9 weeks prior to arrival date – 75% of the Letting Fee

It is unlikely that the Owner will have to make any changes to the booking but it reserves the right to do so at any time. The Owner will advise the Guest of any such changes as soon as reasonably practicable. If the Owner has to cancel the booking it will provide a full refund of the rental fee to the Guest. The Owner will not be liable for any consequential loss or incidental expenditure resulting from such cancellation.

### **INSURANCE**

It is the responsibility of the Guest to ensure that their personal possessions are insured. The Owner cannot accept any liability for theft of, loss of or damage to personal possessions.

The Guest must have adequate travel insurance for cover in case of cancellation or losses.

### **ARRIVAL AND DEPARTURE**

Arrival at the Premises is available from 16.00 Hrs / 4.00pm on the arrival day booked.

Departure must be 10.00 Hrs / 10.00am on the departure day booked. In the event that the Guest vacates the Premises after the end of the Booking Period it will be required to pay a sum equivalent to the Letting Fee plus 50% pro rated for each day (irrespective of the number of hours spent at the Premises each day) that it remains at the Premises.