



HOLIDAY LETTING AGENCY TERMS AND CONDITIONS

These Terms and Conditions apply when Northumbrian Holiday Rentals Ltd (“**Agent**”) is appointed to manage bookings of holiday accommodation. The Terms and Conditions form the basis of the Owner’s contract with the Agent so please read them carefully before signing the Appointment Form.

1. Definitions

“Agency Period”	means the agency period which is 6 months
“Commission”	means (subject to Clause 6) 15% of the Rental Fees received in relation to the Property in any month;
“Deposit”	means a deposit paid by a customer to secure a booking of the Property;
“Final Balance”	means the Rental Fees less the Deposit;
“Letting Periods”	means the periods of time during which the Property is available for lettings
“Owner”	means the owner of the Property;
“Property”	means the property (and land, if any)
“Rental Fees”	means the total amount due from a customer in respect of a booking of the Property (excluding a Security Deposit);
“Reserved Periods”	means the periods of time during which the Property is reserved for use by the Owner
“Security Bond”	means a security bond received from a customer in respect of possible damage to the Property.

- 1.1 Any reference in these Terms and Conditions must be in written format such as email, letter or similar means.
- 1.2 Any reference in these Terms and Conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.



2. **Appointment of Agent**

- 2.1 The Owner appoints the Agent to act as their agent in the promotion and marketing of the Property(s) and the taking of bookings for holiday lettings.
- 2.2 The Owner may choose to engage with other Agencies but should inform Northumbrian Holiday Rentals Ltd.

3. **The Agent's Duties**

- 3.1 The Agent shall use its best endeavours to promote and market the Property and to obtain bookings of the Property(s) for holiday lettings.
- 3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property, including a written description and photographs at the agreed price of £100 per property unless images already exist. Once the particulars have been approved by the Owner, the Agent shall add them to its database, website and social media sites.
- 3.3 The Agent shall in relation to the Property describe itself as the Owner's agent.
- 3.4 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- 3.5 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.
- 3.6 The Agent shall promptly notify the Owner of all bookings and complaints it receives in relation to the Property.
- 3.7 The Agent shall keep the Owner informed of conditions in the market and opportunities for the promotion and marketing of the Property.
- 3.8 Subject as provided in these Terms and Conditions and to any directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

4. **Lettings**

- 4.1 All lettings shall be made at such prices and on such terms as the Agent shall reasonably determine as agreed with the owner.
- 4.2 The Agent shall enter into booking contracts and receive payments on the Owner's behalf.

5. **Rights and Duties of the Owner**

- 5.1 The Owner shall be entitled to reserve the property at their discretion and provides the Agent with sufficient notification.
- 5.2 The Owner shall ensure that the Property and its fittings, fixtures and contents are kept in good and safe condition and repaired and replaced as necessary



throughout the Agency Period. All the requisite certificates to be replaced annually.

- 5.3 The Owner shall ensure that the Property is kept in good decorative order throughout the Agency Period.
- 5.4 The Owner shall ensure that the Property is cleaned thoroughly and fresh bed linen and towels provided after each letting.
- 5.5 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of its being held out as the Owner's agent.

6. Financial Provisions

- 6.1 In consideration of the obligations undertaken by the Agent under these Terms and Conditions, the Owner shall pay the Commission to the Agent in accordance with this Clause.
- 6.2 Security Bonds are to be placed in a separate account until such time as they are either drawn upon to remedy damage or are returned to the customer.
- 6.3 The Agent shall on the 15th of each calendar month send to the Owner;
 - 6.3.1 send to the Owner a statement setting out, in relation to the Property:
 - a) all Deposits received;
 - b) all Final Balances received;
 - c) any refunds given;
 - d) all expenses incurred; and
 - e) the Commission due to the Agentfor that month; and
 - 6.5.3 Pay the amount, less to the Agent's commission into the Owners bank account as provided at the onset of the agreement.
 - 6.5.4 If a booking is cancelled in accordance with the clients Terms and Conditions (referred to as the "general conditions" of which they receive as part of the confirmation booking process) and payment has already been issued to the Owner, the Owner must return the monies within 7 days of notification or it will be deducted from the next month's payment.
- 6.4 The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 3 months).
- 6.5 All sums payable under these Terms and Conditions are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question or otherwise included in any relevant calculation we are required by law.



7. Duration and Termination

- 7.1 The contract between the Owner and the Agent shall come into force on the date specified in the Appointment Form or contractual email and shall continue for the Agency Period, subject to the following provisions.
- 7.2 Either party shall have the right, exercisable by giving not less than 3 months' written notice to the other at any time prior to the expiry of the Agency Period (or any further period for which the contract has been extended pursuant to this provision) to extend the contract for a further period of 1 year.
- 7.3 Either party may terminate the contract by giving to the other not less than 3 months written notice.
- 7.4 Either party may forthwith terminate the contract by giving written notice to the other party if:
 - 7.4.1 any sum owing to that party by that other party under any of the provisions of these Terms and Conditions is not paid within 14 days of the due date for payment;
 - 7.4.2 that other party commits any other breach of any of the provisions of these Terms and Conditions and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach and requiring it to be remedied.
 - 7.4.3 that other party makes any voluntary arrangement with his or its creditors or (being a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 7.4.4 that other party (being an individual or firm) has a bankruptcy order made against him or it or (being a company) goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under these Terms and Conditions);
 - 7.4.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
 - 7.4.6 that other party ceases, or threatens to cease, to carry on business.
- 7.5 For the purposes of Clause 7.4.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).
- 7.6 The rights to terminate the contract given by this Clause 7 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 7.7 If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent



at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than 1 months written notice to the Agent within 5 days after the notice from the Agent was given, to terminate the contract.

8. **Consequences of Termination**

Upon the termination of the contract between the Agent and the Owner for any reason:

- 8.1 the Agent shall cease to promote, market, advertise or solicit customers for the Property;
- 8.2 the Agent shall have no claim against the Owner for compensation for loss of agency rights, except unpaid Commission.
- 8.3 the Agent shall have the right to compensation where the Owner cancels bookings without giving the requisite three months notice, including but not limited to the cost of moving any bookings to new accommodation. The Agent will also charge an admin fee of £30 per booking to cover time in making the necessary changes to each booking.
- 8.4 the Owner shall pay back all monies received from the Agent for all future bookings.

9. **Nature of Agreement**

- 9.1 The agreement between the Owner and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 9.2 These Terms and Conditions contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 9.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.



10. Notices and Service

- 10.1 Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by:
- 10.1.1 delivering it by hand;
 - 10.1.2 sending it by pre-paid registered first class post; or
 - 10.1.3 sending it by e-mail or comparable means of communication;
- to the other party at the address given in Clause 10.4.
- 10.2 Any notice or information given by post in the manner provided by Clause 10.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 2nd day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 10.3 Any notice or information sent by e-mail or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Clause 10.1.2 to the other party at the address given in Clause 10.4 within 24 hours after transmission.
- 10.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

11. Relationship of the Parties

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner and the Agent.

12. Jurisdiction

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.