

**HOLIDAY LETTING AGREEMENT**

<b>PROPERTY</b>	Pine Cliffs Resort Apartment A8C Pinhal do Concelho Apartado 887 8200-912 Albufeira, Portugal
<b>OWNER (OR "US")</b>	Great Holiday Locations Limited of 11 Beales Lane, Weybridge, KT13 8JS
<b>GUEST ("OR YOU")</b>	[INSERT NAME AND ADDRESS OF LEAD GUEST]
<b>HOLIDAY PERIOD</b>	[INSERT DATES OF HOLIDAY LETTING INCLUDING CHECK-IN TIME]
<b>TOTAL PAYMENT DUE (EXCLUDING BREAKABLES DEPOSIT)</b>	[INSERT TOTAL PAYABLE EXCLUDING BREAKABLES DEPOSIT]
<b>DEPOSIT PAYABLE 30% NOW</b>	[INSERT DEPOSIT PAYMENT AMOUNT]
<b>BALANCE PAYMENT PAYABLE AND DATE DUE 70%</b>	[INSERT BALANCE AMOUNT PAYABLE AND DUE DATE]
<b>BREAKABLES DEPOSIT AND DATE DUE</b>	N/A
<b>MAXIMUM NUMBER OF PERSONS IN PARTY (INCLUDING THE ABOVE NAMED GUEST)</b>	2 Adults and 2 children
<b>SERVICES INCLUDED</b>	Weekly Clean

**SIGNED** \_\_\_\_\_ (The Owner) **DATED** \_\_\_\_\_

**SIGNED** \_\_\_\_\_ (The Guest) **DATED** \_\_\_\_\_

**THIS AGREEMENT** comprises the particulars detailed above and the terms and conditions printed overleaf.

## Terms and Conditions

### Agreement

1. In consideration of you paying us the Total Payment and the Breakables Deposit (each as set out above), you (and other members of your party up to the maximum number of persons in the party as set out above ("**Party**") but no more than such number) shall be entitled to occupy the Property during the Holiday Period.
2. You and your Party shall be entitled to occupy the Property for holiday purposes only and this agreement shall not confer on you (or any other person) any "security of tenure" within the terms of the Housing Act 1988 (or any similar legislation in other jurisdictions).
3. The agreement between us and you and which is subject to these terms and conditions ("**Contract**") shall come into effect on the date of our booking confirmation letter (which shall be sent to you following our receipt of the Deposit).
4. We may at our complete discretion refuse any booking and shall not be obliged to provide any reason for such refusal. In exceptional circumstances, we may be required to cancel your booking and if we do, we shall provide you with a full refund. We shall not be liable for any associated costs that you may have incurred in relation to the booking.
5. Please check your confirmation email and any other documents you receive from us and notify us within 7 days of receipt of any information that appears to be incorrect as it may not be possible to change it after this date. If you want to make any changes to any part of your booking, then if we agree to such changes, we reserve the right to make additional charges including an administration charge.
6. By signing this agreement, you warrant that:
  - a. you are over 18 years of age and that you have full legal capacity to enter into this agreement;
  - b. you have authority to book on behalf of the Party and that all other members of the Party agree that the booking is subject to these terms and conditions;
  - c. you have not (and nor has any other member of your Party) been convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - d. all information provided to us is true and accurate and not misleading in any way;
  - e. you will ensure that all other persons within your party comply with the terms of this agreement;
  - f. you have disclosed all relevant information about any mobility problems, special needs or medical conditions of any member of your Party on the Booking Form;

- g. you and each member of your Party have appropriate travel insurance in place to cover your stay at the Property during the Holiday Period;
- h. any reviews that you may write in relation to the Property shall be true and accurate and not misleading and shall not contain any defamatory statements about us or the Property;
- i. you will provide us at least 2 weeks prior to the first day of the Holiday Period all information requested in order for us to pass it on to the Portuguese Immigration and Borders Service.

### **Payment and Deposits**

- 7. To reserve the Property, you must within 7 days of us emailing you the Booking Form:
  - a. complete and sign the Booking Form and return it to us by emailing it to [info@greatholidaylocations.com](mailto:info@greatholidaylocations.com) or by posting it to us at 11 Beales Lane, Weybridge, KT13 8JS; and
  - b. pay the Deposit (as set out above) by making a direct transfer from your bank to our bank account.
- 8. The Balance and the Breakages Deposit (each as set out above) are payable at least 8 weeks before the first day of the Holiday Period. If the Balance or the Breakages Deposit is not received before such date, we reserve the right to cancel your booking and retain your Deposit.
- 9. If you book the Property less than 8 weeks before the first day of the Holiday Period ("**Start Date**"), the Total Payment and the Breakages Deposit shall be payable at the time of making the booking. We may require that you make full payment by a debit or credit card.
- 10. At present we are not registered for Value Added tax (VAT). If we become registered for VAT between the date of your booking and the expiry of the Holiday Period we may charge you VAT at the relevant rate.
- 11. All payments shall be made in Pounds Sterling and shall be made by direct bank transfer to the bank account set out in clause 6 above. We may agree that you can pay by debit or credit card and we reserve the right to charge a 4% handling fee if we agree to take payment by this method.
- 12. We reserve the right to charge interest at the rate of 4% above the Base Lending Rate for the time being of Santander Plc on any payments due from you 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.

13. The Breakages Deposit will be fully refundable to you in the event that we are satisfied that there has been no damage, loss, destruction or impairment to the Property, its grounds or any of its contents, whether accidental or not ("Damage") and if we have not incurred (and do not think it likely that we will incur) costs (such as additional cleaning costs, repair costs and replacement costs) as a result of your breach of this agreement or the negligence, action or inaction of any member of your party or any person invited onto the Property by any member of your party ("Party Member Costs").
14. Where we have incurred or are likely to incur Party Member Costs, we will notify you of such costs or likely costs and shall deduct this amount together with a handling fee of £20 from the Breakages Deposit before returning the balance of the Breakages Deposit to you.
15. In the event that the Party Member Costs exceed the amount of the Breakages Deposit, you shall within 7 days of us notifying you of such additional amount make such payment to us to the bank account specified above.
16. If there is no Damage and no likelihood of any Party Member Costs being incurred, we will aim to return your Breakages Deposit to you (less any necessary deductions) within 10 days of your departure from the Property. However we shall not be bound to return the Breakages Deposit until after we have had a reasonable opportunity to assess the reasonable cost of any Party Member Costs. We shall not, save in exceptional circumstances, retain the Breakages Deposit for more than one month after the end of the Holiday Period.
17. No interest will be payable to you in relation to any deposit.
18. Unless otherwise stated in writing, the Total Payment includes all charges for water, sewage, electricity, gas and oil.

#### **Cancellation**

19. Should you decide to cancel your reservation and we confirm receipt of notice of cancellation more than 8 weeks before the Start Date, you shall be entitled to a refund of the total amount paid by you to us in relation to such booking less a cancellation charge equal to the amount of the Deposit paid by you.
20. If we confirm receipt of notice of cancellation of your reservation 8 weeks or less before the Start Date, the Balance remains payable. If we are able to re-let the Property for the entire Holiday Period, we will refund to you the amounts paid to us by the new guests, less an administration charge of 15% of the monies paid by you to us in relation to your booking with us.
21. Any cancellation must be sent:
  - a. in writing to Cheryl Smith of 11 Beales Lane, Weybridge, KT13 8JS; or

- b. by email to [info@greatholidaylocations.com](mailto:info@greatholidaylocations.com).
- 22.** A cancellation is only effective once we have confirmed receipt of cancellation to you. If you do not hear from us within 48 hours of you sending us an email (or within 5 days of you sending us a letter) to cancel your booking, you should call us on +44 7976660526 to confirm the cancellation.
- 23.** We reserve the right to cancel your booking at any time (whether before or during the Holiday Period) in the event of circumstances beyond our reasonable control or if it is necessary to undertake essential works at the Property. In such unlikely event, we will refund in full all monies paid by you to us in relation to your booking and will endeavour to find alternative accommodation for you (the cost of such alternative accommodation to be borne by you).
- 24.** Under no circumstance shall we be liable (other than to the extent of refunding any amounts paid by you in relation to such booking) in any way or for any reason as a result of us cancelling your booking and we shall not be liable for any travel costs or any other costs that you have incurred in connection with the booking.

#### **Your obligations**

- 25.** You will (and will ensure that all other members of your Party shall) at all times during the Holiday Period:
- a. keep the interior of the Property in a good, clean state and condition and not cause damage to the Property or any part of it, its grounds or any of its contents and at the end of the Holiday Period leave the Property in the same clean state and condition it was in at the beginning of the Holiday Period;
  - b. not make any alteration or addition to the Property nor do any redecoration of the Property;
  - c. not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to any owners or occupiers of adjoining or nearby premises (including playing music at loud volumes at any time) or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable for the insurance of the Property;
  - d. not allow or keep any pet or any kind of animal at the Property (including in the grounds of the Property);
  - e. not assign, sublet, charge or part with or share possession of occupation of the Property or any part thereof and only the people names in your confirmation invoice are permitted to stay in the Property and in any event the number shall not in any circumstances exceed the maximum number as set out above;

- f. allow us or anyone with our written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, and carry out any necessary cleaning, gardening, repairs and gas or other services inspections;
- g. remove all rubbish on a regular basis and at the end of the Holiday Period and remove all personal items belonging to you and your Party from the Property. If you fail to remove any personal items, we may dispose of such items without any liability to you;
- h. vacate the Property by 10am on the last day of the Holiday Period (except where we have agreed otherwise in writing in advance);
- i. notify our appointed representatives as soon as you become aware of any damage, loss, defects or impairment to the Property, its grounds or any of its contents;
- j. comply with all instructions for appliances and contents in the Property (to be found in the kitchen drawers at the Property);
- k. not use the Property or allow its use for any dangerous, offensive, noisy, illegal or immoral activities;
- l. comply with any reasonable regulations relating to the Property of which you have written notice such as local conditions regarding parking, waste disposal and recycling;
- m. supervise children closely at all times (particular when in the swimming pool or near water) and ensure that all persons are showered before entering the pool;
- n. not smoke (or allow any visitors to smoke) inside the Property;
- o. use all precautions when using candles or barbeques at the Property and ensure that candles or barbecues are completely extinguished before leaving them and not to use open flame candles outdoors;
- p. keep the Property safe and secure at all times during the Holiday Period (including by ensuring that all external doors and windows are locked when you are out of the Property and at night time and by arming the alarm when you are out of the Property) and return to our appointed representative (or as otherwise instructed) the keys for the Premises. If you lost any keys, you will be charged the replacement value; and
- q. not camp (or allow any other person to camp) anywhere on the grounds of the Premises (except where we have provided prior written consent in writing, in which case the persons camping must be limited to the number set out in the consent and the persons camp at entirely their own risk);

- r. where you are renting the Property to provide a service to others, you warrant that:
  - i. you shall comply with all applicable law and regulations in relation to the provision of such service and that any persons providing the services shall hold all necessary qualifications and licenses for the provision of such services;
  - ii. You hold and will maintain at all times public liability insurance (and any other relevant insurance) that will cover the provision of such services and any negligence by you or your team;

#### **Termination by us**

- 26. We may terminate this agreement on immediate notice to you and require that you and each member of your Party vacate the Property immediately if we reasonably believe that you have breached any provision of this agreement. In such circumstances, no refunds of any amount paid by you in relation to your booking of the Property (including the payment for the Breakables Deposit) shall be payable to you and we shall not be liable in any circumstances for any costs associated with the booking.

#### **Liability**

- 27. Nothing in these terms and conditions will limit or exclude our liability to you for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law.
- 28. Subject to clauses 26, 28, 29 and 30, our total liability to you and your Party (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement) shall in all circumstances be limited to the price paid by you for your booking of the Property for the Holiday Period.
- 29. We exclude all liability for any matter which has not been notified to us in writing within 14 days of the end of the Holiday Period.
- 30. We shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you booking the Property.
- 31. We exclude all liability for:
  - a. any temporary defect or stoppage in the supply of public services to the Property that are beyond our control;
  - b. illness caused by use of the pool or any part of the Property;

- c. any loss or damage to any motor vehicle or its contents parked at our near the Property;
  - d. any loss or damage to any of your belongings (or the belongings of any member of your Party) unless caused by our negligence or default and brought to our attention in writing within 14 days of your return from the Property; or
  - e. any injuries sustained by you or any member of your Party (unless caused by our negligence);
  - f. any necessary building works or repair works carried out by us or any building or repair works carried out by any other person;
  - g. anything related to persons sleeping in tents on the Property and they do so entirely at their own risk.
- 32.** If we are prevented from or delayed in performing our obligations by your act or omission (or the act or omission of any member of your Party) or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 33.** Where we have not expressly stated in our advertising materials that the Property benefits from a facility or appliance, we make no warranty or representation that such facility or appliance is included at the Property and we shall not be liable for not providing such facility or appliance.
- 34.** Where we provide local tourist information leaflets and information about shops, restaurants and pubs or any other goods or services provided by a third party, we make no representation as to such goods or services and accept no liability in relation to them or for any loss or damage that may arise from your use of them.
- 35.** We make every effort to ensure the accuracy of the description of the Property and all information provided on our website or in any other materials produced by us about the Property is given in good faith and is believed to be correct. However we will not be responsible for any inaccuracies.
- 36.** You may only allow third party suppliers (such as wedding planners, entertainers, chefs, fitness instructors) to perform services at the Property with our prior written approval. You agree that you shall be entirely liable for the actions and inactions of such suppliers and that you will indemnify us and keep us indemnified against any damage, loss, costs, expenses, claims, injuries or any other liabilities incurred as a result of the actions or inactions of such suppliers and we recommend that you check the insurance of such suppliers for these purposes.

- 37.** You shall be liable for and indemnify us against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by us arising from (i) your breach of the terms of this agreement, (ii) your use or occupation of the Property or (iii) any negligence or wilful default of you or any member of your Party. Expenses recoverable shall include, but not be limited to, court, reasonable legal and experts' fees incurred in advising on and initiating action to enforce the terms of this agreement and in defending actions and claims initiated without regard to the terms of this agreement.

### **Complaints**

- 38.** If you have any cause for complaint during the Holiday Period, you must notify either us or our appointed local representative as soon as possible during the Holiday Period. We will make all reasonable efforts to assist and resolve your complaint. We will not normally make any refund or other recompense in respect of a complaint made after the expiry of the Holiday Period if the complaint was not made known to us or our representative during the Holiday Period.
- 39.** You must notify us of any damage to, breakage of, or absence of any item, content, appliance or facility by reference to the Inventory that has been caused by a person other than any member of your Party (such as the previous occupants) within 24 hours of the Start Date. If you fail to do so, we may hold you responsible for such damage, breakage or loss and may deduct the replacement or repair cost from your Breakables Deposit and charge you for any excess amount over the Breakables Deposit.
- 40.** In the event that any defamatory, untruthful, inaccurate, misleading, malicious or spiteful reviews or comments are made about us or the Property in any form of media (including on the internet), we reserve the right to take all necessary legal action against you or any member of your Party to seek damages or any other remedy that we deem appropriate.

### **General**

- 41.** This agreement and the Booking Form constitute the entire agreement and understanding between us and supersede any previous arrangement, understanding or agreement between us relating to the Property.
- 42.** No variation of this agreement shall be valid unless it is in writing and signed by each of us.
- 43.** A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 44.** If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

- 45.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 46.** We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).