

# ***TERMS AND CONDITIONS – Standard Service***

Dorset Cottage Holidays hereinafter referred to as DCH.

## **BOOKINGS.**

- (1) The Owner named overleaf has by signing this Agency Agreement agreed to appoint DCH as Agent to the Property as indicated overleaf, for the period indicated overleaf. As such the Agent will arrange bookings on the Owners behalf. Once DCH confirm a booking a contract will exist between the Owner and said guest.
- (2) If the said Owner wishes to make the Property unavailable for bookings they agree to contact DCH to check that no holiday booking has been taken and confirmed by DCH. Any bookings accepted by DCH on the Owners behalf will take priority. Double bookings will result in a charge for lost commission. If said Owner withdraws the Property from letting they guarantee to compensate DCH for loss of any commission payable on confirmed bookings.
- (3) Said Owner agrees that in the case of non-compliance with clause (2) they shall be liable (without prejudice to any other rights DCH may have in relation to such a breach) to return all monies paid in relation to the booking, booking fee and any additional rents that the holiday maker may incur when arranging alternative accommodation. Monies to be returned within 7 days of notification of cancellation.

## **BROCHURE.**

- (4) The Owner confirms that specified facilities in the brochure will be supplied.
- (5) The Owner warrants that all artwork, photographs and descriptions or the like will be accurate and free from copyright.

## **OWNER RESPONSIBILITIES.**

- (6) The Owner agrees to ensure that the Property is presented in a clean and tidy state. That they will offer every assistance to the holidaymaker during their stay.
- (7) The Owner agrees to guarantee that the Property is safe for holidaymakers to use. To further agree that the Property complies with all applicable laws and regulations. Failure to comply with said laws and regulations will mean a cancellation of this contract and any bookings taken.
- (8) The Owner agrees that if she/he decides to sell the Property they will refrain from allowing viewing when the Property is occupied by holidaymakers and will not display a 'For Sale' sign when the Property is occupied.
- (9) The Owner agrees to make DCH aware of any matters that are likely to effect holidaymaker's stay as soon as it becomes apparent.
- (10) The Owner agrees to maintain the standards as set out by DCH in their Standards Guide. This includes all routine maintenance.
- (11) Evidence of occupier public liability insurance to be supplied.
- (12) The Owner will not disturb the holidaymaker in any way during their stay.

- (13) The Owner will supply a contact number so that any maintenance issues can be attended to. In the event that any guest is unable to contact the Owner or their representative, DCH will make emergency repairs and will deduct fees for any works, furthermore they will make a charge of £15 for any arrangements made and £30 for any visit to said holiday home.
- (14) In the event of any dispute DCH will forward the Owners Name and Address to the Guest.

### **OWNER INDEMNITY**

- (15) The Owner as set out overleaf understands that DCH will not be liable or responsible for any loss, damage or injury to the Property or any person occupying the Property and the Owner therefore agrees to indemnify DCH from any loss, damage or liability howsoever caused. The Owner further agrees that DCH at their sole discretion will deduct from any monies payable to the Owner as a result of a breach of this Agreement.

### **DCH RESPONSIBILITIES**

- (16) DCH agree to be the said Owners holiday letting Agent. As such DCH will arrange all bookings, cancelled bookings and any other matters relating to the customers holiday.
- (17) DCH will only arrange bookings that fall; into the weeks indicated on the Booking Schedule.
- (18) DCH will not accept bookings from parties that exceed the maximum number of occupants as set out in the Property File without the prior consent of the Owner.
- (19) DCH can at its sole discretion deduct funds from a guests security fee. The owner will accept DCH decision in all cases.
- (20) DCH will advertise in selected forms of media throughout the year on the Owners behalf.
- (21) If the holidaymaker cancels their holiday they will still remain liable to the Owner for any outstanding monies and the Owner will be entitled to keep all monies paid for said holiday. DCH will make every effort to relet said week.
- (22) DCH will make every effort to ensure that the holidaymakers treat the Property in an appropriate manner. However DCH will not accept liability for any loss or damage to the Property in the event of an accident or willful damage when occupied by a holidaymaker.
- (23) DCH will be responsible for processing all payments. DCH will forward 40% of the holiday rental for said week when they receive the deposit and the balance when received from the holidaymaker calculated every 1st day in the month.
- (24) If DCH cannot perform its obligations set out above for reasons beyond its control it will not be held liable for the breach of this Agreement.

### **TERMINATION OF THIS AGREEMENT.**

- (25) DCH can at its judgment terminate this Agreement. It must however do so in writing, termination to take effect 7 days after receipt. DCH will still be liable to make payments of all monies owed to the Owner. The Owner will still allow booked weeks, booked before the termination date of cancellation of this Agreement to go ahead.

- (26) The Owner understands that the termination of this contract must be given in writing and will commence 7 days after receipt. However outstanding bookings that commence after the termination date will be honored. If bookings are not honored the Owner will be liable for any lost commission and monies already paid by the guest and must make payments within 7 days; The Owner will in addition be liable for additional costs to the holiday maker/s concerned in securing similar accommodation.

## ***TERMS AND CONDITIONS – Full Management***

Dorset Cottage Holidays hereinafter referred to as DCH.

### **BOOKINGS.**

- (27) The Owner named overleaf has by signing this Agency Agreement agreed to appoint DCH as Agent to the Property as indicated overleaf, for the period indicated overleaf. As such the Agent will arrange bookings on the Owners behalf. Once DCH confirm a booking a contract will exist between the Owner and said guest.
- (28) If the said Owner wishes to make the Property unavailable for bookings they agree to contact DCH to check that no holiday booking has been taken and confirmed by DCH. Any bookings accepted by DCH on the Owners behalf will take priority. Double bookings will result in a charge for lost commission. If said Owner withdraws the Property from letting they guarantee to compensate DCH £100 if commission earned has not reached this target.
- (29) Said Owner agrees that in the case of non-compliance with clause (2) they shall be liable (without prejudice to any other rights DCH may have in relation to such a breach) to return all monies paid in relation to the booking, booking fee and any additional rents that the holiday maker may incur when arranging alternative accommodation. Monies to be returned within 7 days of notification of cancellation.
- (30) The contract for all bookings remains between the holiday maker and The Owner.

### **BROCHURE.**

- (31) The Owner confirms that specified facilities in the brochure will be supplied.
- (32) The Owner warrants that all artwork, photographs and descriptions or the like will be accurate and free from copyright.

### **OWNER RESPONSIBILITIES.**

- (33) The Owner agrees to ensure that the Property is presented in a clean and tidy state. That they will offer every assistance to the holidaymaker during their stay.
- (34) The Owner agrees to guarantee that the Property is safe for holidaymakers to use. To further agree that the Property complies with all statutory requirement, applicable laws and regulations. Failure to comply with said laws and regulations will mean a cancellation of this contract and any bookings taken.
- (35) The Owner agrees that if she/he decides to sell the Property they will refrain from allowing viewing when the Property is occupied by holidaymakers and will not display a 'For Sale' sign when the Property is occupied.
- (36) The Owner agrees to make DCH aware of any matters that are likely to effect holidaymaker's stay as soon as it becomes apparent.
- (37) The Owner agrees to maintain the standards as set out by DCH in their Standards Guide. This includes all routine maintenance.
- (38) Evidence of occupier public liability insurance to be supplied.
- (39) The Owner will not disturb the holidaymaker in any way during their stay.
- (40) The Owner will allow DCH to arrange for any emergency or routine maintenance that occurs during a guests stay, at the Owners expense.
- (41) In the event of any dispute DCH will forward the Owners Name and Address to the Guest.

### **OWNER INDEMNITY**

- (42) The Owner as set out overleaf understands that DCH will not be liable or responsible for any loss, damage or injury to the Property or any person occupying the Property and the Owner therefore agrees to indemnify DCH from any loss, damage or liability howsoever caused. The Owner further agrees that DCH at their sole discretion will deduct from any monies payable to the Owner as a result of a breach of this Agreement.

### **DCH RESPONSIBILITIES**

- (43) DCH agree to be the said Owners holiday letting Agent. As such DCH will arrange all bookings, cancelled bookings and any other matters relating to the customers holiday.
- (44) DCH will only arrange bookings that fall; into the weeks indicated on the Booking Schedule previously agreed by both parties.
- (45) DCH will not accept bookings from parties that exceed the maximum number of occupants as set out in the Property File (attached) without the prior consent of the Owner.
- (46) DCH can at its sole discretion deduct funds from a guests security fee. The owner will accept DCH decision in all cases.
- (47) DCH will advertise in selected forms of media throughout the year on the Owners behalf.
- (48) If the holidaymaker cancels their holiday they will still remain liable to the Owner for any outstanding monies and the Owner will be entitled to keep all monies paid for said holiday. DCH will make every effort to relet said week.
- (49) DCH will make every effort to ensure that the holidaymakers treat the Property in an appropriate manner. However DCH will not accept liability for any loss or damage to the Property in the event of an accident or willful damage when occupied by a holidaymaker.
- (50) DCH will be responsible for processing all payments. DCH will forward 40% of the holiday rental for said week on receipt of the booking and the balance when received from the holidaymaker on an agreed monthly date being the 1<sup>st</sup>.
- (51) If DCH cannot perform its obligations set out above for reasons beyond its control it will not be held liable for the breach of this Agreement.
- (52) DCH will be responsible for emergency maintenance arrangements and cleaning arrangements.
- (53) DCH will charge 17.5% commission plus VAT.

## **TERMINATION OF THIS AGREEMENT.**

- (54) DCH can at its judgment terminate this Agreement. It must however do so in writing, termination to take effect 7 days after receipt. DCH will still be liable to make payments of all monies owed to the Owner. The Owner will still allow booked weeks, booked before the termination date of cancellation of this Agreement to go ahead.
- (55) The Owner understands that the termination of this contract must be given in writing and will commence 7 days after receipt. However outstanding bookings that commence after the termination date will be honored. If bookings are not honored the Owner will be liable for any monies owed and must make payments within 7 days; The Owner will in addition be liable for additional costs to the holiday maker/s concerned in securing similar accommodation.