



## HOLIDAY RENTAL TERMS & CONDITIONS

### Meanings

1. These words and phrases have defined meanings:

**Agreement:** The Holiday Rental Agreement which is made up of the information in this section and the following terms and conditions.

**Rental Period:** Defined as the period from arrival date to departure date

**Property:** Apartment 8, Rock Walk Heights, Warren Road, Torquay, Devon, TQ2 5UB

**The Owner:** Kelly Bunyan

**Rent:** Total rental cost for the duration of the rental period

### General

2. You are entitled to occupy the Property for holiday use only and this Agreement will not give you any security of tenure under the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy.
3. You agree that this Agreement is not an assured tenancy, and that no periodic tenancy will start at the end of the Rental Period. As a holiday rental this Agreement is excluded for the purposes of the Protection from Eviction Act 1977.
4. If the Rent is unpaid for more than 10 days after it is due (whether demanded or not) or there is a breach of any of your obligations under this Agreement, then we may get possession of the Property and this Agreement will end (but without prejudice to any of our other rights and remedies in respect of any outstanding obligations on your part). This clause does not affect your statutory rights.
5. Only the Other Guests advised to us (if any) are allowed to use or stay in the Property. If you are expecting overnight visitors, you must inform us. You and your party must not exceed at any time the number of sleeping places. Our representatives or us have a right at all times to refuse access to the Property for people who are not members of the party.
6. In the event of damage to our destruction of the Property by any of the risks insured against by us, you will not be required to pay the Rent to the extent that the/your use and enjoyment of the Property is stopped and you will not be required to perform your 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 you).
7. All references to the singular include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

## Your Obligations

8. You agree with us to:
  - a. Pay the Rent at the times and in the way set out above.
  - b. Keep the Property in a good and clean condition.
  - c. Replace, repair or clean any item(s) which are broken or damaged during the Rental Period.
  - d. In the event you lose the keys, pay a £60 replacement fee.
  - e. Keep noise from becoming too loud to disturb any neighbours. Quiet hours 11:00 pm – 7:00 am.
  - f. Allow us or anyone with a written permission to enter the Property at reasonable times of the day to check its condition and state of repair, and carry out any necessary repairs and gas inspections, provided we have given 24 hours prior notice (except in emergency).
  - g. Make sure that your personal belongings are insured. We will not accept any liability for theft of, loss of or damage to personal belongings. The apartment is privately owned: the owners will not accept any liability for accidents, injuries or illness that occurs while on the premises or its facilities.
  - h. Give a forwarding address when the Rental Period ends; and
  - i. Before leaving, remove all rubbish and all personal items (including your own furniture and equipment) from the Property.
  - j. Smoke outside the apartment only.
  - k. Park only 1 vehicle on the premises in the designated parking area for Apartment 8.
  
9. You agree with us not to:
  - a. Damage, make any alterations, changes or additions to the inside or outside of the Property.
  - b. Damage the Property or any of the contents, and furniture.
  - c. 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 adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium. (E.g., parties are not permitted).
  - d. Keep or allow any pet of any kind or animal at the Property.
  - e. Use or occupy the Property in any way other than as a private holiday residence for a maximum of 4 people; and
  - f. Assign, sublet, charge or part with or share possession of occupation of the Property or any part of it.
  - g. Remove any towels or linens, that are provided by us, from the apartment/premises.
  - h. Park or charge electric bikes and e-scooters in the building.

- i. Use candles in the property.

## Our Obligations

10. Subject to you paying the Rent and performing your obligations under this Agreement you may peaceably hold and enjoy the Property during the Rental Period without interruption from us or any person rightfully claiming under or in trust for us.
11. We will insure the Property and the contents of the Property which belong to us.

## General

12. Any notice or other document must be served on the Holiday Guest or the Owner during the Agreement by first class post at the address of the receiving party given in the Agreement, unless the party has notified the other of a different address at which notices are to be served. Notices are deemed as served the day after posting.
13. A person who is not a party to this Agreement cannot enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
14. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## Booking Policy

We have a minimum 3 night stay during low and mid season and 7 night stay for high season.

A 50% deposit to confirm booking is payable within 2 working days & balance payable 2 weeks before arrival

## Cancellation Policy

- Full refund for cancellations up to 30 days before check-in.
- For bookings completed fewer than 30 days before check-in, a full refund is given for cancellations made within 48 hours of booking, and at least 14 days before check-in.
- 50% refund is given for cancellations made from 13 to 7 days before check-in.
- No refunds for cancellations made within 7 days of check-in.