

# SANDBANKS COASTGUARD COTTAGES

## HOLIDAY LET BOOKING APPLICATION

(PLEASE COMPLETE IN BLOCK CAPITALS)

**Contact** Jacqueline Ann Mills  
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**PRIOR TO SUBMITTING THIS APPLICATION YOU MUST TELEPHONE TO CONFIRM THE RENT THE DEPOSIT AND AVAILABILITY THEN INSERT THE AMOUNTS BELOW AND RETURN COMPLETED FORM TO THE ADDRESS SHOWN ABOVE**

**RENT:** £ \_\_\_\_\_ **DEPOSIT:** £ \_\_\_\_\_

*All payments must be made by cheque payable to J A Mills. A deposit of 10% of the Rent or £50, whichever is greater, must be paid at the time of booking. THE DEPOSIT IS SEPARATE FROM AND ADDITIONAL TO THE RENT. The Rent must be paid at least 2 calendar months before your holiday. For further information see the following Terms and Conditions.*

**PROPERTY REQUIRED:** 8 Old Coastguard Road, Sandbanks  (Please Tick)  
7 Old Coastguard Road, Sandbanks  (Please Tick)

### HIRER'S DETAILS:

**Full Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Home Tel:** \_\_\_\_\_ **Business Tel:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_

**HOLIDAY DATES:** From 1:00pm on: \_\_\_\_\_ 200 to 10:30 am on: \_\_\_\_\_ 200

**Number of People:** Adults: \_\_\_\_\_ Children under 18: \_\_\_\_\_ Babies requiring cots: \_\_\_\_\_

When this Booking Application is accepted you will be bound by the Terms and Conditions that follow. Acceptance will be when the Landlord signs and dates a copy of this Application which will then be sent to you.

I, the Hirer, confirm that on behalf of myself and all persons comprising the Party I have read and accept the terms and conditions set out below and overleaf and I offer to take the holiday let on these conditions. I further agree that I will leave the Property in a clean and tidy condition and accept that charges will be made if I fail to leave the property in such condition, that the payment made herewith shall be forfeited to the Landlord if I should cancel and that I shall be responsible for any other loss suffered by the Landlord resulting from cancellation.

**Signed by Hirer:** \_\_\_\_\_ **Date:** \_\_\_\_\_ 200

**Signed by Landlord:** \_\_\_\_\_ **Date:** \_\_\_\_\_ 200

### TERMS AND CONDITIONS

THIS HOLIDAY LET AGREEMENT is made on the date that the Landlord signs it BETWEEN

- (1) JACQUELINE ANN MILLS of 215 Abington Avenue Northampton NN1 4PU ('the Landlord')
- (2) the person whose name and address has been entered on the Booking Application and who signed the same ('the Hirer')

#### 1. PARTICULARS

- 1.1. 'the Booking Application' means the form completed by the Hirer for the purpose of booking the Property
- 1.2. 'the Deposit' means £50 or 10% of the Rent whichever is greater and is separate from and additional to the Rent
- 1.3. 'the Furniture' means the fixtures, fittings and effects in or around the Property
- 1.4. 'the Party' means the people who will be staying at the Property during the Term limited to the number set out in the Booking Application
- 1.5. 'the Property' means the cottage selected by the Hirer in the Booking Application

- 1.6. 'the Rent' means the sum agreed for the Term with the Landlord by telephone prior to the submission of the Booking Application
- 1.7. 'the Term' means the period between the holiday dates set out in the Booking Application

#### 2. INTERPRETATION

- 2.1. Words importing one gender include all other genders, words importing the singular include the plural and vice versa
- 2.2. References in this agreement to any clause subclause or schedule without further designation shall be construed as a reference to the clause subclause or schedule to this agreement so numbered.
- 2.3. The clause paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction.

#### 3. HOLIDAY LETTING

3.1. This agreement is made on the basis that the Property is to be occupied by the Hirer for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9. The Hirer acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the termination of the Term.

#### 4. LETTING

4.1. The Landlord lets and the Hirer takes the Property and the Furniture for the Term at the Rent subject to the Hirer's Obligations set out in Schedule 1 and the Landlord's Obligations set out in Schedule 2 and if at any time there is a breach of any of the Hirer's Obligations the Landlord may (subject to compliance with any legal requirements for the time being in force) repossess the Property and on such repossession of the Property the Tenancy will immediately end but without affecting any other right of the Landlord.

#### 5. RENT

5.1. The Hirer must pay the Rent in full at least 2 calendar months before the start of the Term or forthwith if the Booking Application is submitted less than 2 calendar months before the start of the Term.

#### 6. DEPOSIT

6.1. The Deposit must be paid when the Booking Application is submitted and will be returned to the Hirer as soon as possible after the Term but the Landlord shall be entitled to deduct therefrom a reasonable sum to pay all charges for gas electricity telephone and other services supplied any unpaid bills and outgoings in accordance with schedule 1 clause 1 and any loss or damage for which the Hirer is responsible.

#### 7. VIEWING

7.1. The Hirer has been invited and advised to inspect the Property prior to entering this agreement and hereby admits that the Hirer is not relying on any representation of the Landlord or her agents concerning the Property.

#### 8. DOMESTIC ANIMALS

8.1. No domestic animals are allowed on the Property without the Landlord's prior consent in writing.

#### 9. CANCELLATION

9.1. If the Rent is not paid in accordance with clause 5 above the Landlord shall have the right to cancel this agreement by immediate notice to the Hirer and claim for any loss of Rent if unable to secure a further letting at the same Rent

9.2. If the Hirer cancels after payment of the Rent the Landlord may retain from such Rent an amount equal to the loss sustained in reletting the Property at a lower rent and if the Property cannot be relet the Landlord may retain the whole of the Rent

9.3. In the case of any cancellation the Landlord may retain the Deposit

#### SCHEDULE 1

##### HIRER'S OBLIGATIONS

1. The Hirer must pay all charges for gas electricity telephone and other services supplied to the Property during the Term any charges for services supplied partly during and partly before or after the Term being apportioned by the Landlord

2. The Hirer must keep the Property (including its sanitary water gas central heating and electrical equipment) clean and tenable and the Furniture in good condition and undamaged and replace breakages or damaged items with articles of a similar type and value.

3. The Hirer must not make any alterations or additions to the Property its internal arrangements decorations fixtures or fittings or the Furniture.

4. The Hirer must not deface the Property or permit or suffer it to be defaced internally or externally.

5. The Hirer must use the Property for the purpose of a private holiday residence only and not for any other purpose whatsoever.

6. The Hirer must not cause suffer or allow anything to be done in or on the Property that may be or tend to be a nuisance annoyance or cause damage to the Landlord or to any neighbouring or adjoining property or their owners or occupiers.

7. The Hirer must not use suffer or allow the Property or any part of it to be used for any illegal or immoral purpose.

8. The Hirer must not play any musical instrument or device and must not cause suffer or allow noise from a radio television set compact disc tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property after 2200 hours or before 0900 hours.

9. The Hirer must not block the sinks baths lavatories cisterns or pipes in the Property with nappies rags dirt rubbish refuse or other substances and must not cause any obstruction or blockage in the sinks baths lavatories cisterns or pipes or damage them in any way.

10. The Hirer must not assign underlet or part with possession of the Property or any part of it.

11. The Hirer must permit the Landlord or the Landlord's agent (with or without workmen or others) to enter the Property at all reasonable times upon giving 24 hours notice except in the case of emergency:

11.1. to inspect the Property and the Furniture;

11.2. to carry out any repairs that may be necessary during the Term pursuant to the Landlord's repairing obligations;

11.3. to carry out any repairs to the Property or the electric wiring gas or water pipes or drains in or under the Property; and

11.4. to execute all works necessary to remedy the Hirer's breach of any covenant contained in this agreement regarding repair maintenance or decoration

12. The Hirer is invited to inspect the Property on arrival and regularly for any defect or disrepair in the Property or in any installation in it for which the Landlord is responsible and if any is found report it to the Landlord as soon as possible.

13. The Hirer must not cause suffer or allow anything to be done as a result of which the Landlord's insurance on the Property may become void or voidable or as a result of which the rate of premium on the policy may be increased.

14. The Hirer must deliver up the Property and the Furniture at the end of the Term clean and tidy and in accordance with the provisions of this agreement.

#### SCHEDULE 2

##### LANDLORD'S OBLIGATIONS

1. The Landlord must permit the Hirer peaceably to hold and enjoy the Property during the Term without any interruption or disturbance from or by the Landlord.

2. The Landlord must pay all the water and sewerage charges and any rates or taxes levied in respect of the Property