

**HOLIDAY LETTING AGREEMENT**  
**(FOR A HOLIDAY LET OF FURNISHED PROPERTY)**

**The Landlord:** Mr and Mrs C Dobbs (pp Mrs S.B. Mills, Mrs C.M. Hay and Mrs C E Dobbs – joint owners)

**Address:** Woodhouse Cottage, Idsworth, Waterlooville, Hampshire, PO8 0AN, UK

**Contacts:** E: chrissied@talktalk.net

T: # 44 23 9241 2786

M: # 44 7775527389

**The Tenant:**

**Address:**

**Contacts:** E:

T:

M:

**The Property:** Bath Lodge, 16 Carrickmore Road, Ballycastle, Antrim, BT54 6QS, N. Ireland

**The Term:** ##### beginning at 4.30pm and expiring at 09.30am

**Conditions:** The Terms and Conditions are as per the attached document

**The Rent:** For the sum of £####. Payments must be in pounds sterling.

**Deposit:** A booking deposit of £200 per week, which is non-refundable

**Balance:** The balance of payment is due 8 weeks before arrival. It is only refundable where the house can be re-let. If it is not paid upon request the Tenant will forfeit their booking and the house will be offered for re-letting.

**The Keys:** Keys are obtained from the caretaker, Mary McGowan, upon arrival. She will meet the Tenant at the house or if this is not possible will leave the keys in an agreed location.

Keys must be left upon departure as instructed

**The Caretaker:** Mrs Mary McGowan

T: 028 207 69710

M: 075781 76510 (preferred)

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property **Bath Lodge, 16 Carrickmore Road, Ballycastle, Antrim, BT54 6QS** for the Rent and Term in accordance with the **Terms and Conditions** attached to this Agreement. Both the Landlord and the tenant have the right to terminate the tenancy if these are not adhered to.

**Name of Landlord:** Christine Dobbs and Christopher Dobbs

**Address:** Woodhouse Cottage, Idsworth, Waterlooville, Hampshire, PO8 0AN, UK

**SIGNED by the Landlord:**

**Date:**

**Name of Tenant:**

**Address:**

**SIGNED by the Tenant:**

**Date:**

## **Holiday Letting Terms and Conditions 2018 / 2019**

### **1 General**

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Tenant acknowledges that this Agreement shall not confer on the Tenant any security of tenure within the terms of that Act.

1.3 Where the Tenant comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.

1.4 For Northern Irish Tourist Board regulations the names and nationalities of all guests and ages of children (under 18) must be supplied to the Landlord before their arrival.

### **2 The Property**

2.1 The Property is the Property specified above, together with fixtures and fittings and any outside space or garden.

2.2 The annexe bedrooms are not included as part of the let unless agreed in advance with the Landlord and will incur a supplementary fee.

### **3 The Deposit and Balance**

3.1 The Tenant must pay the Deposit specified above to the Landlord at the time of booking. This Deposit is non-refundable. The Balance of payment is due 8 weeks before arrival and after that time is only refundable if the property can be re-let. If the Balance is not paid upon request the Tenant will forfeit their booking and the house will be offered for re-letting.

### **4 Insurance**

4.1 At all times throughout the Term the Landlord shall provide suitable building insurance cover for the Property and shall insure the Landlord's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.

4.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

### **5 Quiet Possession**

5.1 The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

### **6 Underletting**

6.1 The Tenant must not assign, underlet or part with or share possession of the Property or any part of it.

## **7 Use of Property**

7.1 The Tenant shall use the Property for the purpose of a private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever and the Tenant must not use the Property or any part of it for any improper, immoral or illegal purposes.

## **8 Nuisance**

8.1 The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord or neighbours or members of the public in the vicinity.

## **9 Damage**

9.1 The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property or adjoining property. If damage or injury does occur the Tenant will be liable for the cost of any repairs.

## **10 Maintenance**

10.1 The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace or pay for replacement of any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accidental fire excepted.

10.2 The Tenant must not move any items of furniture from room to room in the Property (except dining chairs) without permission and must replace in its original position any furniture that is moved within rooms.

10.3 The Tenant must keep free from blockages and obstructions all baths, basins, sinks, toilets and exterior drains. Only toilet paper can be flushed down the toilets. Everything else is to be placed in the bins provided. [This is very important because the sewage drains into a septic tank and any blockages are extremely expensive to rectify.] If misuse results in blockages the Tenant will be liable for the cost of repairing the system.

## **11 Reporting Disrepair**

11.1 The Tenant must report to the Caretaker or Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and immediately report any failure of mechanical or electrical appliances so they may be promptly repaired.

## **12 Outgoings**

12.1 The Landlord must pay all the water, oil, electric and sewerage charges and any rates or taxes levied in respect of the Property. However, the electricity meter will be read at the start and end of the tenancy and any excessive use of electricity above normal will be chargeable to the Tenant.

## **13 Smoking Policy**

13.1 The house is strictly non-smoking

## **14 Pets**

14.1 The Tenant shall not keep or allow pets of any kind at the Property without the express written permission of the Landlord. This must be agreed at the time of booking.

14.2 Dogs must be adult and well house trained. A maximum of two dogs will be permitted.

14.3 Permitted pets must be kept under strict control at all times and must not be left unattended in the Property.

14.4 The Tenant will be responsible for all damage caused by the pet.

14.5 There will be a cleaning surcharge of £25 per dog payable at the time of booking.

14.6 Dogs must bring their own beds and sleep in the kitchen area. They are not permitted upstairs, in the bedrooms, nor on any furniture especially armchairs and sofas.

14.7 Any dog messes outside or on the beach must be immediately bagged and put in the Council bin by the beach carpark, not in the house rubbish.

14.8 In the summer months dogs must be on a lead on the beach as it is a 'blue flag' beach.

## **15 Rights of Access**

15.1 The Tenant must allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property that may be necessary during the Term pursuant to the Landlord's repairing obligations or to carry out maintenance of the appliances or to execute all work necessary to remedy the Tenant's breach of any covenant contained in this Agreement regarding repair, maintenance or decoration.

## **16 Security of boundaries**

16.1 The Tenant must ensure the side and rear gates to the road are kept closed and where appropriate locked.

16.2 The gate on to the beach must be kept closed at all times.

## **17 Cleaning**

17.1 The Tenant must allow the Landlord's cleaners access to clean the house once a week or fortnight as agreed between them. The Landlord will pay for normal cleaning, the Tenant will be liable for payment for any extra cleaning.

## **18 Refuse collection**

18.1 There is a refuse collection very early on Friday mornings. The day may be altered after a bank holiday. The Tenant is required to put the appropriate bin on the road the evening before. [There is an alternating collection of normal refuse (black bin) one week and recyclable refuse and glass (blue bin) the next week.]

## **19 End of the Term**

19.1 The Tenant must deliver up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term, reasonable wear and tear and damage by insured risks excepted.

## **20 Safety Regulations**

20.1 The Landlord confirms that all furniture and furnishings comply with the relevant fire safety regulations.

20.2 The Landlord confirms that all electrical appliances and equipment supplied by him are regularly tested at the intervals stipulated by statutory regulations.

20.3 The Landlord confirms that all appliances, flues and installation pipework in the Property are checked annually.

## **21 Public Indemnity and Public Liability**

21.1 The Landlord does not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a Tenant's booking. The booking contract exists between the Landlord and the Tenant and is limited to the rental of the Property and associated facilities only. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Landlord's control for which the Landlord accepts no liability.

21.2 In addition, no liability can be accepted by the Landlord for any injury, loss or damage to the Tenant, any member of the Tenant's party or any visitor to the Property arising out of or in connection with the use of the Property or associated facilities.

21.3 The Tenant must ensure that all visiting children are supervised at all times especially while in the sea.

21.4 The Tenant must note that the steps to the beach are steep and uneven and care must be taken when using them. They are used at the Tenant's own risk and the Landlord accepts no responsibility or liability for accidental injury.

## **22 Force Majeure**

The Landlord will not be liable or accountable for any unforeseen situations or unforeseen circumstances. This may be such situations as freak weather conditions, local or national strikes, or anything out of the ordinary.