

**HOLIDAY LETTING AGREEMENT
Terms and Conditions**

(FOR A HOLIDAY LET OF FURNISHED PROPERTY)

The landord

Contacts: email: mike@oleole.co.uk
T: 0117 968 7417

The Tenant

Contacts Email:
T:
M:

Booking Reference

The Property Edificio Cala Ventura, 1A
Calle Metge (Medico)
Llopis, 6
07470
Puerto Pollensa
Mallorca . Balears .

(together with the fixtures and fittings)

The Term X of the X month to the Y of the Y month 2009 beginning at 1pm
and expiring at 10 am.

The Rent For the sum of £
X% booking deposit must be paid immediately on the
confirmation of the hire of the apartment.
X% to be paid on the Y of the Y month March.
The balance to be paid six weeks prior to departure.

Security Deposit A security deposit of £130.00 is added to the final holiday
payment. This deposit will be refunded within 2 weeks of the
Customers return minus any charges incurred including but
not limited to any excess cleaning.

The Keys Keys supplied one week prior before departure and to be
returned to the Landlord / Agent within one week of return.

The Inventory The Inventory means the list of the Landlord's possessions at the
Property.

Details of Agent N/A

Terms and Conditions

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.

2 The Property

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

3 The Deposit

- 3.1 The Tenant must pay the Deposit specified above to the Landlord with the Rent, to be held by the Landlord until the end of the Term as security towards the Tenant's liability for any major damage.
- 3.2 The deposit shall be refunded to the Tenant at the end of the Term (without interest) under deduction of such sums that may be due to the Landlord from the Tenant as a result of any breach of the Tenant's obligations.

4 Insurance

- 4.1 At all times throughout the Term the Landlord shall effect 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.

Terms and Conditions

8 Advertisements

- 8.1 The Tenant must not display notices or advertisements in the windows or elsewhere on the Property.

9 Nuisance

- 9.1 The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

10 Damage

- 10.1 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.

11 Alterations to Property

- 11.1 The Tenant shall not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory or any of the Landlord's possessions, from the Property.

12 Maintenance

- 12.1 The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accidental fire excepted.
- 12.2 The Tenant must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms.
- 12.3 The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

13 Outgoings

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

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. If any pets are permitted they must be kept under strict control at all times and must not be left unattended in the Property. The Tenant will be responsible for all damage caused by the pet.

15 Reporting Disrepair

- 15.1 The Tenant must report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

Terms and Conditions

16 Rights of Access

- 16.1 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.

17 End of the Term

- 17.1 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.

18 Safety Regulations

- 18.1 The Landlord confirms that all furniture and furnishings comply with the relevant fire safety regulations.
- 18.2 The Landlord shall ensure that all appliances, flues and installation pipe work in the Property are checked by Cala Ventura's maintenance company.
- 18.3 The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger.

19 Public Indemnity and public Liability

- 19.1 Owner and/or the Property Management Company do not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a Customer's booking. The booking contract exists between the Owner and the Customer 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 Owner's control for which the Owner and/or the Property Management Company accepts no liability. In addition, no liability can be accepted by the Owner and/or Property Management Company for any injury, loss or damage to the Customer, any member of the Customer's party or any visitor to the Property arising out of or in connection with the use of the Property or Facilities. The Customer must ensure that all children are supervised at all times whilst in and around the pool and adhere to the community rules of the Apartment Community Organization.

20 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, Spanish government disputes etc or anything out of the ordinary.

Terms and Conditions

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property for the Rent and Term in accordance with the conditions stated within this Agreement.

Booking Reference

Name of landlord: Michael Matthews

SIGNED by the Landlord:

Date:

Name of Tenant:

SIGNED by the Tenant:

Date:

