

AGENCY/OWNER TERMS AND CONDITIONS

You agree for your property to be marketed on brightonholidayhomes.co.uk. If we consider it to your advantage we reserve the right to market your property on mybigfatbrightonweekend.co.uk and any other future websites created and managed by us and any associated affiliates of ours.

Brighton Holiday Homes Ltd acts as a booking agent on behalf of you the landlord. The contract of stay is between you and the holiday guest.

DEFINITIONS AND INTERPRETATION

The following expressions shall have the following meanings unless the context otherwise requires.

1 "Accommodation" means any apartments, houses, apartment blocks or other accommodation building occupied by the Customers including the accommodation premises, any swimming pools, gyms, ancillary buildings, annexes, all contents, fittings, grounds, facilities and services (both inside and outside) available or accessible to any Customers as offered for letting by you.

2 "Websites" means the websites owned and controlled by Brighton Holiday Homes Ltd and any sites affiliated to Brighton Holiday Homes.

3 "Customer" means any or all persons who book the Accommodation or any of them on whose behalf the Accommodation is booked.

BRIGHTON HOLIDAY HOMES LTD TERMS AND CHARGES FOR YOU

1. You hereby acknowledge that Brighton Holiday Homes Ltd shall take a commission of plus VAT of rental received for your Accommodation.

1.1 The commission charged by Brighton Holiday Homes Ltd includes the marketing and advertising of the Accommodation on Websites and any other places at the discretion of Brighton Holiday Homes Ltd.

1.2 Brighton Holiday Homes Ltd will edit, update and create new websites at their discretion, liaise with

Customers including paperwork and taking monies from Customers as necessary, send confirmation emails to you when bookings are made and email *regular statements of your rental earnings with deductions for cleaning and maintenance

1.3 Brighton Holiday Homes will arrange the sub-contracting of cleaning and laundry of bedlinen and towels and deduct payment to these agencies from rental monies, unless you make other arrangements agreed by Brighton Holiday Homes Ltd. Brighton Holiday Homes Ltd reserve the right to change the sub-contractor at any time and will keep you informed of any changes and price changes should they occur. The allocated *sub-contractor will also carry out other duties as agreed with Brighton Holiday Homes Ltd.

1.4 Brighton Holiday Homes will make regular visits to the Accommodation and will report back to you if problems arise or should the property require a periodical spring clean.

1.5 Brighton Holiday Homes Ltd in conjunction with its *sub-contractor will be on call 24 hours a day, 7 days a week for Customer problems when they are staying in the Accommodation and will endeavour to deal with any issues that arise within a time considered reasonable at the discretion of Brighton Holiday Homes Ltd depending on the problem encountered by the Customer.

1.6 Brighton Holiday Homes Ltd in conjunction with its *sub-contractors will arrange access to the property for repairs when necessary and when required be in attendance for meter readers, fire alarm engineers etc.

1.7 Brighton Holiday Homes Ltd will liaise with you to arrange for repairs to the property and where Brighton Holiday Homes Ltd contract out repair work to their handyman, on your behalf monies will either be deducted from your rental income as held by Brighton Holiday Homes Ltd or paid separately by you as agreed with Brighton Holiday Homes Ltd and the contractor.

1.8 Brighton Holiday Homes Ltd or the *sub-contractor will arrange with you for the purchase

of new equipment for the property when required and monies will either be deducted from your rental income as held by Brighton Holiday Homes Ltd or paid separately by you as agreed with Brighton Holiday Homes Ltd.

1.9 Brighton Holiday Homes Ltd will endeavour to work in your best interests to achieve optimum rental rates according to market forces.

2. PAYMENTS

2.1 Brighton Holiday Homes Ltd shall hold a damage deposit of £250 or (£500 for larger Accommodation) in relation to each booking. Brighton Holiday Homes will hold this in an account with a reputable UK banking organization. Any deposit money that is withheld due to damage to the Accommodation will be forwarded to you by Brighton Holiday Homes Ltd. If deposit money is required for extra cleaning it will be forwarded to the cleaning company on your behalf by Brighton Holiday Homes Ltd.

2.2 For bookings of two weeks or less Brighton Holiday Homes Ltd will take full payment from the Customer prior to their entry into the property. For longer stays the guest may pay by instalment. Payment received minus commission will be transferred by BACs into your designated account when the customer leaves the Accommodation. For longer stays by a Customer, payment to you will be made at more regular intervals at the discretion of Brighton Holiday Homes Ltd. Brighton Holiday Homes Ltd will try to make payments to you within fourteen working days after a Customer has vacated the Accommodation but reserve the right to extend this should unforeseen circumstances arise beyond the control of Brighton Holiday Homes Ltd.

2.3 If a Customer after seeing the Accommodation deems the Accommodation unsuitable for their needs Brighton Holiday Homes Ltd reserve the right to move them to an alternative property with the rental fee transferred to another landlord. Brighton Holiday Homes Ltd will never take this decision lightly and will endeavour to keep you informed of the situation by telephone should it arise.

2.4 If a problem arises with the Accommodation during the Customer's stay making it uninhabitable Brighton Holiday Homes will move the booking to another property and landlord. If the Accommodation remains habitable but not to the advertised standard Brighton Holiday Homes Ltd

reserve the right to offer a discount to the Customer. In such cases Brighton Holiday Homes Ltd will try to inform you by telephone of the discount being offered to the Customer but reserve the right to give a discount in such cases without your consent.

TERMS AND CONDITIONS FOR THE LANDLORD

You agree and confirm the following

3.0 The Accommodation will not be advertised for holiday lets elsewhere, with another Agency or on any another website unless you have agreed this with Brighton Holiday Homes Ltd.

3.1 You agree that Brighton Holiday Homes Ltd can take bookings for you without reference to you and can arrange lets at a lower sum of money than the list price for the Accommodation at the discretion of Brighton Holiday Homes Ltd when judged to be in your best interests. For longer lets at a reduced price Brighton Holiday Homes Ltd will endeavour to contact you to confirm your acceptance but reserve the right to make the booking if you cannot be contacted or remain indecisive for a time considered unreasonable or prejudicial to the booking.

3.2 The Accommodation will not be advertised for sale or for long term let unless you have informed Brighton Holiday Homes Ltd of your intention to do so.

3.3 It is your duty to ensure the Accommodation fulfils current safety standards, by way of example not limitation, including a current gas safety certificate, smoke alarms, emergency lighting (eg readily accessible torch), fire safety furniture. Brighton Holiday Homes Ltd accepts no liability for safety standards in the Accommodation that do not fulfil the current safety legislation.

3.4 It is your duty to ensure you have a current fully comprehensive holiday let insurance policy, by way of example not limitation, including destruction or damage to the Accommodation by any cause or third party risks, including cover for death, personal injury and illness, Third Party Public Liability Insurance.

3.5 It is your duty to maintain the standard of the Accommodation replacing furniture, fixtures and fittings, carrying out repairs, decoration, agree to a spring clean etc in accordance with the advice

of Brighton Holiday Homes Ltd. Brighton Holiday Homes Ltd must be informed promptly of any modifications or changes to the property. If you make changes and have not informed Brighton Holiday Homes Ltd and the property is unsuitable for a Customer as a result of your changes Brighton Holiday Homes Ltd shall not be liable to you for the booking being changed to an alternative property.

3.6 It is your duty to pay all utility bills and Council Tax.

3.7 If the Accommodation is advertised with internet access it is your duty to ensure this is maintained.

3.8 It is your duty to ensure there are information booklets regarding appliances, heating and hot water, Wi-Fi internet access codes, refuse and recycling collection days.

3.9 It is your duty to provide Brighton Holiday Homes Ltd with sets of working keys for the Accommodation when you first start letting with Brighton Holiday Homes Ltd. (Depending on the size of the Accommodation Brighton Holiday Homes will inform you how many sets are required.)

4.0 All Customers for your Accommodation should be seen as the Customer of Brighton Holiday Homes Ltd and should not be contacted by you directly or by any sub-contractor or person connected to you. Should it be found that you are marketing the Accommodation directly to a Customer or someone who has been a previous Customer of Brighton Holiday Homes Ltd this Agreement will be terminated.

4.1 If you wish to use the Accommodation yourself you need to inform Brighton Holiday Homes by

email and telephone of your intended dates of stay.

4.2 If you have an agreement with Brighton Holiday Homes Ltd that other Agencies will also market the Accommodation they need to inform Brighton Holiday Homes Ltd by email immediately upon receipt of a confirmed booking. Failure to do so by them may result in the termination of this agreement with Brighton Holiday Homes Ltd.

4.3 Brighton Holiday Homes Ltd do not agree to be responsible for personal mail and cannot necessarily forward it to you so you should make other arrangements for personal mail to be forwarded if you are at all worried by this.

TERMINATION

5. This agreement shall continue in force indefinitely, but may be terminated:

- i)** Forthwith by Brighton Holiday Homes Ltd giving verbal and confirmation written notice (including email) with immediate effect.
- ii)** Forthwith by you giving verbal and confirmation written notice (including email) with immediate effect.

CONSEQUENCES OF TERMINATION

6. In the event of termination by Brighton Holiday Homes in accordance with clause 5 Brighton Holiday Homes Ltd shall be entitled to refund all monies to the Customer where the Customer has not yet stayed at the Accommodation or alternatively bookings may be transferred to other properties managed by Brighton Holiday Homes Ltd.