

HOLIDAY LET AGREEMENT

(For A Holiday Let of Furnished Property)

This agreement is intended for use only for a Holiday Let. It is not intended to create an Assured Shorthold Tenancy under the Housing Act 1988 (amended 1996) in any way.

Date:

The Property address: **THE PROPERTY ADDRESS & POSTCODE**

Landlords: **LL NAME, ADDRESS & POSTCODE**

Address for service under Section 48 of the Landlord and Tenant Act 1987:

Tenants/Occupiers names: **TT NAME, ADDRESS & POSTCODE**

The Term of the agreement: **2 (two) weeks/months** commencing from and including **DATE MONTH YEAR** ("the commencing date") to **DATE MONTH YEAR** ("the end date").

The Rent: **£0000.00 for the above Term** (rent inclusive of Gas, Electricity, Wifi, Council Tax and Water Rates), to be paid to the **Landlord/Agent** directly on or before **DATE MONTH YEAR**.

The Deposit: **£0000.00** to be paid to the **Landlord/Agent** on the signing of this agreement and thereafter, to be held by the Landlord with no interest payable

The Inventory: Will be the list of the Landlords possessions and effects left at the Property for the tenant's use and responsibility to look after in a satisfactory and responsible manor throughout the term of the agreement which has been signed by the Landlord and the Tenant.

THIS HOLIDAY LET AGREEMENT comprises of the particulars detailed above and the terms and conditions detailed herein whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term and at the Rent mentioned.

Definitions:

Where the context so admits or requires

- (a) "The Landlord" includes the persons for the time being entitled to reversion.
- (b) "The Tenant" includes all persons (if any) deriving title under the tenant.
- (c) "The Property" includes the items specified in the attached inventory and any other fixtures, furniture and effect belonging to the Landlord and in or upon the Property.

Terms and Conditions

1. This Agreement is a Holiday Let solely for the purpose of the Tenant(s) holiday in the area. This tenancy is accordingly not an assured shorthold tenancy.

Landlord's initial(s) : _____

Tenant's initial(s) : _____

2. For the purpose of Section 48 of the Landlord and Tenant Act 1987 the address at which any Notices (including Notices in any proceedings) may be served on the Landlord by the Tenant, is as set out on page one of this Agreement, until the Tenant is notified in writing to the contrary.

3. Deposit

The Tenant shall pay the deposit specified in the Particulars to the **Landlord/Agent**, such deposit money to be held in a designated account without interest payable on account of any damage or injury to the Property and on account of any other liability on the part of the Tenant under the provisions of this Agreement. Within 3 days of the formal determination of this Agreement, the **Landlord/Agent**, shall account to the Tenants in respect of the deposit dependent upon whom is holding the deposit money and providing that there is no claim by the Landlord against the Tenant for breach of covenant. Should a dispute arise between the Landlord and the Tenant for the return of all or part of the deposit, which is not settled within 3 days, then the deposit, if held by the Agent, will be passed over to the Landlord for safe keeping until the matter is resolved. The Tenant will need to pursue the Landlord directly.

4. The Tenant will :

- 4.1 Pay the rent as stated in the particulars at the times and in the manner specified without any deduction abatement or set-off whatsoever, and that in the event of the Tenant failing to pay the rent on the date it shall be due to pay interest on the rent or any unpaid part thereof at the rate of 3% over Barclays Bank PLC Base Rate (such interest to be calculated upon a daily basis) until payment is actually made.
- 4.2 Keep the interior of the Property in a good clean tenable state and condition and not damage or injure the Property or any part of it.
- 4.3 Immediately on the signing of this Agreement to arrange for the payment of electricity, gas and telephone services (as available / applicable to the Property)
- 4.4 In the event of this Agreement being terminated before the end of the stated period by the Tenant in any way, the Tenant agrees to pay the full cost of any re-letting fees and any loss of rent incurred by the Landlord as a result of the Tenant's action.
- 4.5 To give to the Landlord or the Landlord's Agent immediate notice of any damage or destruction or loss happening to the said Property or the contents whether by fire, theft or otherwise caused.
- 4.5.1 Should repairs become necessary for which the Tenant is not liable forthwith to notify the Landlord or the Landlord's Agent thereof and in no circumstances shall the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent and the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision.
- 4.5.2 Not to carry out any redecoration of the said Property or any part thereof without the previous consent in writing of the Landlord or the Landlord's Agent and in case of any breach of this stipulation the Tenant shall be responsible for the entire cost of redecoration at the expiration or sooner determination of this agreement.
- 4.5.3 Not to remove any of the fixtures, furniture and effects specified in the Inventory and to pay for the repair or replacement of any items which may be broken, lost, damaged or destroyed during the Tenancy. Any replacement shall first be approved by the Landlord or the Landlord's Agent.
- 4.5.4 Not to bring into the Property any additional furniture without the written consent of the Landlord or the Landlord's Agent and to leave the furniture, furnishings and effects at the expiration or sooner determination of this agreement in the rooms and places in which they were at the commencement of this agreement.
- 4.5.5 To deliver up to the Landlord at the expiration or sooner determination of the Tenancy the said Property and contents in the same clean state repair and condition as it shall be at the commencement of the Tenancy.
- 4.5.6 To pay for the washing of all linens and for the washing and cleaning of all counterpanes, blankets, toilet covers, carpets, upholstery, curtains and similar articles that shall have been stained / soiled or damaged

Landlord's initial(s) : _____

Tenant's initial(s) : _____

during the term of this agreement, including all upholstery and carpets to be professionally cleaned prior to the determination of this agreement.

- 4.5.7 The Tenant shall permit the Landlord or the Landlord's Agent or others authorised by him at all reasonable times upon prior appointment to enter the Property for the purposes of;
- Examining the state and condition thereof and of the said furniture, furnishings and effects and to note all defects and reparation required from time to time to give or leave notice in writing at the Property for the Tenant to forthwith repair and amend the same, as for the Tenant may be liable therefore and; performing any obligation imposed on the Landlord under any Lease or such like under which the Landlord holds the Property; and to show during the last month of the term of this agreement prospective new tenants the property.
- 4.5.8 Not to sublet, charge rent, part with or share possession or occupation of the Property or any part thereof, provided always that the Tenant shall be permitted to share the occupation of the Property with the person(s) whose name(s) is/are specified in the Particulars of this Agreement.
- 4.5.9 Not to carry on any trade or business or profession upon the Property but to use the same as a private holiday residence only for a maximum of persons as mention within the particulars of this Agreement.
- 4.5.10 Not to exhibit or place any notice sign or advertisement of any description so as to be visible from the outside of the Property.
- 4.5.11 That no part of the Property shall be used for any illegal or immoral purpose nor for any sale by auction nor any public meeting for religious, political or other purposes and that there shall not be done permitted or suffered in or upon the Property or any part thereof any waste spoil or destruction or any act or thing whatsoever which may at any time be or become a nuisance annoyance, damage or disturbance to the Landlord or the occupiers of any neighbouring premises or which in the opinion of the Landlord shall or may tend prejudicially to affect or depreciate or be detrimental to the quietude amenity privacy or reputation of the neighbourhood.
- 4.5.12 Not to play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and without prejudice to the generality of the foregoing not between the hours of 11pm and 7am to play any such equipment so as to be audible outside the Property.
- 4.5.13 Not to hang or allow to be hung any clothes or other articles on the outside of the Property.
- 4.5.14 Not to keep or allow to be kept on the Property any animal, reptile or bird without the consent in writing of the Landlord, which consent the Landlord may at any time without giving reason withdraw.
- 4.5.15 To observe any regulations which may from time to time be made by the Landlord for the good order and management of the Property.
- 4.5.16 To keep clean open and in good working order free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes gutters down pipes and gullies on or serving the Property and to indemnify the Landlord from and against all damage occasioned through any breach of this stipulation or through leakage or overflow from any of the said pipes, drains, taps, baths, sinks, cisterns or lavatories including damage caused by freezing and not to waste or permit to be wasted any water upon the Property.
- 4.5.17 If the Tenant's goods or any of them or any goods belonging to members of the Tenant's household shall not have been removed from the Property at the time or expiration or sooner determination of the Tenancy; To pay the Landlord damages at a rate equal to the rent then payable for the Property until the Tenant shall have removed all such goods and to pay to the Landlord any additional expense incurred by the Landlord in checking the said Inventory (which cannot be checked until all goods belonging to the Tenant or members of his household have been removed).
- 4.5.18 To hand over to the Landlord or the Landlord's Agents by 12 noon on the last day of the agreement whether on its expiration or sooner determination all keys to the Property.
- 4.5.19 Whenever the Property is left unattended to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property and during the winter months the Tenant shall take reasonable precautions to avoid damage by freezing.

Landlord's initial(s) : _____

Tenant's initial(s) : _____

4.5.20 Any viewings by the Landlord or Agent are allowed within one/two weeks/months before the Tenant moves out.

5. The Landlord agrees with the Tenant as follows:

- 5.1.1 That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Property without any unlawful interruption by the Landlord or to any person rightfully claiming through or under or in trust for the Landlord.
- 5.1.2 To insure the Property against loss or damage by fire to the full reinstatement value thereof and such other risks as the Landlord shall think fit and to return to the Tenant any rent payable for any period whilst the Property is rendered uninhabitable or inaccessible by reason of fire (other than a fire caused by the act or default of the Tenant) or other inevitable accident the amount in case of dispute to be settled by arbitration in accordance with the Arbitration Acts 1950 and 1979.

6. Forfeiture

- 6.1.1 In the event of any of the occurrences listed below the Landlord may re-enter the Premises or any part thereof in the name of the whole and immediately there upon the agreement will absolutely determine without prejudice to the other rights and remedies of the Landlord
 - (a) If the Rent or any instalment thereof shall be in arrears and unpaid for at least 10 days after the same shall become due (whether legally demanded or not)
 - (b) In the event of the breach of any of the terms and conditions of this Agreement on the part of the Tenant herein contained or implied
 - (c) If the Premises shall be left vacant or unoccupied, save for temporary vacation of the Premises with the Landlord's consent, for more than 15 days

7. Outstanding Breaches of Obligations:

The receipt of Rent by the Landlord shall not be deemed to be waiver of any breach of covenant obligations or provisions hereof to be observed and performed by the Tenant.

8. Right to Rent check:

In accordance with the Immigration Act 2014 the Tenant agrees to provide to the Landlord or Landlord's Agent proof of their continued right to rent within 28 days of the expiry of the Tenant's current right to rent. Failure to comply with this request will be a breach of the terms of this agreement which may result in the Landlord bringing the tenancy to an end and will result in a report being provided to the Home Office.

THIS AGREEMENT IS FOR **PROPERTY ADDRESS**

Landlord's initial(s) : _____

Tenant's initial(s) : _____

Signatures

Signed by Landlord(s):

Landlord's Name

Contact number

Email address

Date:

Signed by Tenant(s):

Tenant's Name

Contact number

Email address

Forwarding address after the tenancy

Date:

SAMPLE ✓

Landlord's initial(s) : _____

Tenant's initial(s) : _____