

HOLIDAY LETTING AGREEMENT

BOOKING FORM			
Agreement:	this Holiday Letting Agreement, which is made up of the information in this booking form and the following terms and conditions;		
Deposit:	£500 (refundable pursuant to clause 6 of the following terms and conditions);		
Inventory:	the list of our possessions at the property signed by you and us;		
Letting period:	starting at 3pm on the [start date] and ending at 10:00am on the [end date] as confirmed at time of booking ¹		
Rental charges:	£[insert rental charge for booking] as agreed on booking website payable pursuant to clause 5 of the following terms and conditions)		
Booking party	Names and ages of all people in the booking party		
Customer	Name:		Age:
	Address:		
		Postcode:	
Guest 2	Name:		Age:
Guest 3	Name:		Age:
Guest 4	Name:		Age:
Guest 5	Name:		Age:
Guest 6	Name:		Age:
Guest 7	Name:		Age:
Guest 8	Name:		Age:
Guest 9	Name:		Age:
Guest 10	Name:		Age:
Guest 11	Name:		Age:
Guest 12	Name:		Age:

¹ The start and end dates need to be defined on a case by case basis.

Please read the following important terms carefully before you book to let the property. Make sure that you are happy with these terms, and that there is nothing in them to which you are not willing to agree to. You should pay particular attention to clauses 13, 13.6 and 16.

You must be at least **21** years old to let the property.

By booking to let the property you are entering into a legally binding agreement with us. If you do not agree to these terms, please do not book the property.

1. **Introduction**

- 1.1 Bookings made through our website, and our and your rights and obligations in relation to such bookings, are governed by these terms and conditions.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you make a reservation on our website.
- 1.3 This document does not affect any statutory rights you may have as a consumer.

2. **Interpretation**

2.1 In these terms and conditions:

- (a) "booking" means a booking in respect of the property, which may be made by you under these terms and conditions;
- (b) "booking party" means the party of guests participating in your booking in respect of the property, as set out in the booking form and on the website;
- (c) "forwarding address" means your address as you have detailed to us in the booking form;
- (d) "deposit" means the security deposit in the sum set out in the booking form;
- (e) "inventory" the inventory of contents which we will supply to you prior to your departure date;
- (f) "letting period" means the dates of your stay at the property, starting at 12 noon on the first date of your booking, and ending at 10am on the final day of your booking;
- (g) "force majeure event" means an event that is, or a series of related events that are, beyond our reasonable control;
- (h) "property" means Eusemere Lodge, Pooley Bridge, Penrith, Cumbria, CA10 2NE;
- (i) "rental charges" means the rental charges for your booking in respect of the property, as set out in the booking form and on the website;
- (j) "services" means the letting of the property to the booking party;
- (k) "we" means QCH Properties Limited (and "us and "our" should be construed accordingly); and
- (l) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly).

3. **Order process**

- 3.1 The advertising of bookings on our website does not represent a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To make a booking through our website, the following steps must be taken: you must click "make a booking" in relation to the relevant reservation dates; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must consent

to these terms and conditions; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and, finally, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to accept your booking request.

3.4 You will have the opportunity to identify and correct input errors prior to making your order.

4. **Prices**

4.1 Our prices are quoted on our website. The rental charges payable in respect of your booking will be the price indicated in the rental charges section in the booking form. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 4.4 for what happens if we discover an error in the price of your booking.

4.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

4.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.

4.4 It is always possible that, despite our best efforts, the rental charges may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price for the rental charges at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price for the rental charges at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have already paid under clause 5.

5. **Payments**

5.1 You must pay the applicable prices for your bookings during the checkout procedure. Upon checkout you must pay 50% of the rental charges in advance in order to secure your booking. The balance of the rental charges is due six (6) weeks prior to your arrival date. The deposit for the property must be paid either together with the rental balance [or in cash upon arrival at the property to either us or our representative].

5.2 Payments may be made by any of the permitted methods specified on our website from time to time.

6. **Deposit**

6.1 The deposit will be held by us and will be refunded to you at the end of the letting period at the forwarding address given to us (but less any reasonable deductions properly made by us to cover any reasonable costs incurred or losses caused to us by any breaches of the obligations in this Agreement by you including damage to the property or any of its contents (including those items listed on the inventory)). No interest will be payable to you in respect of the deposit.

6.2 The deposit will be paid to you as soon as reasonably possible (usually within three working days of your departure date) however we will not be bound to return the deposit until after we have had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of your obligations under these terms and conditions.

6.3 If at any time during the letting period we are obliged to deduct from the deposit any reasonable costs due to any breach of your obligations, you must make additional payments as are needed to restore the full amount of the deposit.

6.4 Notwithstanding the deposit held by us, you remain liable for the full cost of any repairs or replacements required or other losses incurred by us due to accidental or negligent breakage, loss, damage or other injury to the property and/or the contents therein.

7. Variation of booking

7.1 If you would like to change your booking in any way, you should contact us to discuss your requested changes. We reserve the right to accept or reject any changes you may request.

8. Cancellation of bookings by us

8.1 We may cancel or modify a booking contract under these terms and conditions due to circumstances that are beyond our reasonable control:

8.2 We will give you written notice of any contract cancellation under this Section 8 as soon as possible.

8.3 If we cancel a contract under these terms and conditions in accordance with this Section 8, you will be entitled to a full refund of the price already paid under that Agreement.

8.4 You agree to take out holiday insurance cover to ensure any losses incurred due to cancellation (under this clause 8 and clause 9) are fully covered.

9. Cancellation of bookings by you

9.1 Any rights you may have under this Section 9 are additional to your statutory rights.

9.2 You may cancel a contract under these terms and conditions at any time before the letting period begins following written confirmation from you in our model cancellation form. As we incur costs in preparing the property for your stay and would need to find new guests on potentially short notice, you will have to pay cancellation charges as follows in the table below:

Period before the letting period begins in which you notify us of cancellation	Cancellation charges
More than 120 days	deposit only
119 – 100 days	25% of rental charges*
99 – 73 days	50% of rental charges*
72 – 43 days	75% of rental charges*
42 days or less	100% of rental charges
* or deposit if greater	

Please see the end of these terms and conditions for our model cancellation form.

9.3 In order to cancel a contract under this Section 8, you must complete and submit the model cancellation form on our website (and as set at the end of these terms and conditions) or send to us a written notice of cancellation by post or email using the contract details specified in these terms and conditions.

9.4 Save as provided in this Section 9, specified elsewhere in these terms and conditions or mandated by law, you will not receive any refund upon the cancellation of a contract under these terms and conditions.

10. Usage of the property

10.1 You are entitled to occupy and use the property for holiday use only. These terms and conditions will not give you any security of tenure under the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy.

10.2 You agree that this Agreement does not constitute an assured tenancy and that no periodic tenancy will start at the end of the letting period. As a holiday letting this Agreement is excluded for the purposes of the Protection from Eviction Act 1977.

10.3 Only the booking party is allowed to use or stay in the property. If you are expecting overnight visitors, you must inform us. The booking party must not exceed at any time the property's number of advertised sleeping places. Our representatives or us have a right at all times to refuse access to the property for people who are not members of the booking party.

11. **Rental obligations**

11.1 You agree with us to:

- (a) pay the rental charges at the times and in the methods set out above;
- (b) keep the property in a good and clean condition;
- (c) replace, repair or clean any item(s) which are broken or damaged during the letting period or have the price of such replacement, repair or cleaning be deducted from the deposit;
- (d) keep noise from becoming too loud to disturb any neighbours;
- (e) give the property back at the end of the letting period in the same clean state and condition it was in at the beginning of the letting period (reasonable wear and tear and damage by insured risks excluded);
- (f) Allow us or anyone with our written permission to enter the property at reasonable times of the day to check its condition and state of repair, and carry out any necessary repairs and gas inspections, provided we have given you reasonable prior notice (except in emergency circumstances);
- (g) make sure that your personal belongings are insured. We will not accept any liability for theft of, loss of or damage to personal belongings;
- (h) give a forwarding address when the letting period ends if the forwarding address is different to the address provided in the booking form; and
- (i) before leaving, remove all rubbish and all personal items (including your own furniture and equipment) from the property.

11.2 You agree with us not to:

- (a) damage, make any alterations, changes or additions to the inside or outside of the property;
- (b) damage the property or any of the contents (including furniture and all other items listed on the inventory);
- (c) do or omit to do anything on or at the property which may be or become a nuisance or annoyance to any other occupiers of the property or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the property or cause an increase in the premium;
- (d) without our prior written consent (consent not to be withheld unreasonably) keep or allow any kind of pet or other animal at the property. If any pets are allowed they must be kept under strict control and on a lead at all times. Pets must not be left alone at the property. You are responsible for all damage and any extra cleaning caused by the pet(s), and are responsible for cleaning all pet refuse;
- (e) use or occupy the property in any way other than as a private holiday residence for a maximum of 12 people; and
- (f) assign, sublet, charge or part with or share possession of occupation of the property or any part of it.

12. **Warranties and representations**

12.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;

- (b) you have full authority, power and capacity to agree to these terms and conditions; and
 - (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.
- 12.2 We warrant to you that any services we may supply to you under these terms and conditions or in connection with a booking will be supplied with reasonable care and skill.
- 12.3 All of our warranties and representations relating to bookings are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 12.1, all other warranties and representations are expressly excluded.
- 13. **Limitations and exclusions of liability**
- 13.1 Nothing in these terms and conditions will:
 - (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law,and any statutory rights you may have as a consumer will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 13.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:
 - (a) are subject to Section 13.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 13.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 13.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.5 Our aggregate liability to you in respect of a contract under these terms and conditions shall not exceed the total amount paid and payable to us under that contract.
- 13.6 The property is situated adjacent to the River Eamont which has been prone to flooding in periods of severe weather. During these floods, the garden of the property can be compromised by flood water. As the flooding is due to the geographic location of the property, this is an event beyond our reasonable control and as such we will not be liable to you in respect of any losses caused by any floods during the letting period. In particular, flooding of the garden areas will not entitle you to any refund of the rental charges.
- 14. **Force majeure**
- 14.1 If a force majeure event gives rise to a failure or delay in us performing any obligation under these terms and conditions, that obligation will be suspended for the duration of the force majeure event.
- 14.2 If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing any obligation under these terms and conditions, we shall:
 - (a) promptly notify you; and
 - (b) inform you of the period for which it is estimated that such failure or delay will continue.

14.3 If the performance of our obligations under these terms and conditions is affected by a force majeure event, we shall take reasonable steps to mitigate the effects of the force majeure event.

15. **Your rights to terminate this Agreement**

15.1 You may end this contract at any time by contacting us to terminate this Agreement if we break Our Terms materially or repeatedly, and, if what we have done can be put right, we fail to put it right after you have notified us of that breach and given us a reasonable opportunity to do so. If you end this contract because we break it, you may be entitled to compensation for the loss you incur as a result of us breaking this contract.

15.2 If the property is misdescribed, you may have a legal right to end the contract, to have the issue resolved or to get some or all of your money back. Please see clause 25 (Consumer rights) for details.

16. **Our rights to terminate this Agreement**

16.1 We may suspend your right to let the property at any time in writing to you if:

- (a) you do not make any payment to us when it is due under clause 5 and you still do not make payment within 10 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for the letting of the property, for example, if you do not provide us with complete details of the booking party or your details as the main guest.

16.2 If we end the contract in the situations set out in clause 16.1 we will refund any money you have paid in advance in respect of the property, but we may deduct or charge you a percentage of the price calculated as per clause 9.2 depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

17. **Variation**

17.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

17.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

18. **Assignment**

18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions providing that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

19. **No waivers**

19.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

19.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

20. **Severability**

20.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

20.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

21. **Third party rights**

21.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

21.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

22. **Law and jurisdiction**

22.1 These terms and conditions shall be governed by and construed in accordance with English law.

22.2 You can bring any legal proceedings in respect of our services in the courts of England and Wales. This clause 22 will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

22.3 Alternatively, any dispute may be settled by alternative dispute resolution. This is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any of your complaints, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (linked [here](#)).

23. **Statutory and regulatory disclosures**

23.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

23.2 These terms and conditions are available in the English language only.

23.3 You must be at least 21 years old to agree to these terms and book to let the property.

24. **Our details**

24.1 This website is owned and operated by QCH Properties Limited.

24.2 We are registered in England and Wales under registration number 12259364, and our registered office is at Harvest House Roast Calf Lane, Bishop Middleham, Ferryhill, England, DL17 9AT.

24.3 Our principal place of business is at Harvest House Roast Calf Lane, Bishop Middleham, Ferryhill, England, DL17 9AT.

24.4 You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website from time to time;
or
- (d) by email, using the email address published on our website from time to time.

25. **Consumer Rights**

25.1 Under English law, we must give you certain key information before a legally binding contract between you and us is made. That information is provided on our website, and in Our Terms. The information in this summary box summarises some of your key rights.

The Consumer Rights Act 2015 says that the following rights apply to services supplied to consumers for a price:

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and*
- *if you haven't agreed a time beforehand, it must be carried out within a reasonable time.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call +44 (0)3454 04 05 06.

Model Cancellation Form

To: QCL Properties Limited, Harvest House Roast Calf Lane, Bishop Middleham, Ferryhill, England, DL17 9AT

By email to catherine@qch-properties.co.uk

*I/we hereby give notice that *I/we cancel *my/our contract of sale for the supply of the following holiday letting services:

property name _____

letting period (dates) _____

Booking Date _____

Name of Customer _____

Customer address _____

Postcode _____

Customer signature
(if form submitted on paper) _____

Date _____

* Delete as appropriate