

**2cHolidays Logo**

**Rental Agreement**

**Agency Terms and Conditions for Holiday Lettings**

These terms and conditions apply when 2cHolidays Ltd (“Agent”) is appointed to manage bookings of holiday accommodation. The terms and conditions form the basis of the Owner’s Contract with the Agent and should be read carefully by the Owner before signing the Rental Agreement. Upon signing the Rental Agreement, these terms and conditions become binding upon the Parties

**1 Definitions and Interpretation**

Agency Period	The Period from commencement of this Agreement until its termination in accordance with the terms of this Agreement
Agent	2cHolidays Ltd
Agent’s Charges	17.5% plus VAT of the Rental Fees received in relation to the Property
Agreement	These terms and conditions between the Agent and the Owner
Owner	The Owner of the Property as described on the Rental Agreement
Parties	The Agent and Owner
Property	The Property as described on the Rental Agreement
Rental Fees	The amount payable from a customer in respect of the hire of the Property (including any deposits paid, unless refundable)

**2 Appointment of Agent**

2.1 The Owner appoints the Agent to act in the promotion and marketing of the Property and to take bookings for holiday lettings. This Agreement is not exclusive, and the Owner may engage other holiday letting agencies, however the Owner should notify the Agent and an enhanced Agent’s Charge may be applied.

**3 Holiday Lettings**

3.1 All holiday lettings shall be made at such prices and on such terms as reasonably determined by the Agent and agreed with the Owner, including the use of discount codes.

3.2 Any bookings entered into, and payments received in that respect, shall be by the Agent on the Owner’s behalf.

**4 Agent’s Duties**

4.1 The Agent shall use its best endeavours to promote and market the Property and obtain bookings.

4.2 The Owner agrees that the Agent shall prepare particulars of the Property which shall include a written description and photographs, which shall be added to the Agent’s database, website and social media sites.

4.3 The Agent shall, as soon as reasonably practicable, notify the Owner of all bookings and any complaints received in relation to the Property.

4.4 Subject to the terms of this Agreement, the Agent shall be entitled to perform its duties under this Agreement in such manner as it deems fit.

## **5 Owner's Duties**

5.1 The Owner shall be entitled to reserve the Property for their own use, provided the dates are available and the Agent is provided with sufficient notification to avoid double booking.

5.2 The Owner shall ensure that the Property and its fixtures, fittings and contents are kept in a good and safe condition and repaired and replaced as necessary throughout the term of this Agreement. The Owner acknowledges a level of "wear and tear" costs associated with the rental process.

5.3 The Owner shall ensure that the Property is adequately insured (including insurance to cover any claims brought by holidaymakers for loss and damage caused, arising from any defects in the Property and its fixtures, fittings and contents).

5.4 The Owner shall ensure that all gas appliances are tested in accordance with legal requirements, and that all requisite certificates are kept up to date.

5.5 The Owner shall ensure that the Property is kept in good decorative order throughout the period of this Agreement.

5.6 Subject to compliance by the Agent with its obligations under this Agreement, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings), which it may incur by reason of it being held out as the Owner's Agent.

## **6 Payment**

6.1 The Agent shall make payment to the Owner of all rental fees payable under this Agreement by the last day of February, June and October of each year by BACS to the Owner's nominated bank account.

6.2 The Agent shall provide an itemised statement with each payment made under clause 6.1 which shall account for all Rental Income, Agent's Charges, and any other expenses incurred by the Agent on the Owner's behalf.

6.3 The Owner authorises the Agent to deduct the Agent's Charges and any other expenses incurred from the payments made under clause 6.1 before payment is made by the Agent.

## **7 Duration of Agreement and Termination**

7.1 This Agreement shall come into force on the date specified in the Rental Agreement and shall continue subject to the following provisions.

7.2 Either Party shall have the right to terminate this Agreement. The Owner must have hosted a minimum of 6 bookings before notice can be given. Failure to adhere to this will result in penalty fees being applied. All bookings showing on the calendar at the time of termination must be honoured. Failure to do so will result in further penalty fees being applied. Any sums due to the Owner on termination under this clause shall be paid within 6 weeks of the date of termination, and once any bookings affected have been moved or cancelled and the requisite fees applied to the Owners account.

7.3 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:

- 7.3.1 Any sum owing to that Party by the other is not paid within 14 days of its due date, whether a demand for payment is made or not.
- 7.3.2 A Party commits a breach of the terms of this Agreement which is not capable of remedy, or if a breach is committed by a Party to this Agreement which is capable of remedy and that Party fails to remedy such breach within 14 days after being given written notice of such breach and requiring it to be remedied.
- 7.4 Either Party has a Bankruptcy Order made against it, goes into liquidation, enters into a Voluntary Arrangement with its creditors or becomes subject to an Administration Order, in either of which case the Agreement shall be terminated forthwith.
- 7.5 For the purpose of this clause a breach shall be considered as capable of remedy if the party in breach can comply with the request to remedy such breach within 14 days.
- 7.6 The rights to terminate this Agreement given by this clause 7 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 7.7 Upon termination of this Agreement the Agent shall cease to promote, market and advertise the Property.
- 7.8 Should the Owner terminate this Agreement without giving the notice required under clause 7.2, the Agent shall have the right to compensation, including but not limited to the costs of moving bookings to new accommodation and if the Owner is in receipt of monies from the Agent for future bookings, such sums must be refunded within 14 days.
- 7.9 Where requisite notice of intention to terminate the contract is not provided to the Agent by the Owner, the Agent is entitled to charge a fee of £250 to the Owner. The Agent shall also be entitled to charge the Owner a £150 fee per booking that is required to be cancelled or moved in these circumstances. Failure on the part of the Owner to settle monies due within the timescales set out, will result in the Agent passing the debt to a third party for collection.

## **8 Nature of Agreement**

- 8.1 The terms of the Agreement contain the entire agreement between the Parties and may not be amended unless agreed between the Parties in writing.
- 8.2 The Parties acknowledge that by entering into this Agreement, they do not rely on any representation, warranty or other provision except as expressly provided for in this Agreement and all conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.3 No failure or delay by the other Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of such right, no waiver by either Party of the breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same, or any other provision.
- 8.4 This Agreement is personal to the Parties and shall not be assigned, mortgaged or charged, or sub-licensed or sub-contracted or delegated, except for with the written consent of the other Party.
- 8.5 No term of this Agreement shall create or be deemed to create a partnership or relationship of employer and employee between the Owner and the Agent.

## **9 Notices and Service**

- 9.1 Any notice or other information required to be given under the terms of this Agreement shall be given by either Party to the other as follows:

9.1.1 By sending prepaid registered first-class post; or

9.1.2 By email

to the other Party in accordance with clause 9.2 below.

9.2 Service of any document for the purpose of any legal proceedings arising from this Agreement shall be effected by the Party causing it to be delivered to the other Party at its registered or principle office, or such other address as may be notified by the other Party in writing from time to time.

## **10 Jurisdiction**

10.1 The terms of this Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of such Courts.

## **2cHolidays Privacy Notice**

2cHolidays are committed to safeguarding your personal information and your privacy and the security of your personal data is of the utmost importance to us.

This notice sets out how 2cHolidays collect, use and where necessary share your personal data. This notice also includes details regarding your rights under the General Data Protection Regulations ( GDPR) and the Data Protection Act 2018.

Any reference in this statement to information or personal information is to “personal data” as defined under the General Data Protection Regulation.

### **Who are we?**

We are 2cHolidays .

We provide a holiday accommodation letting service.

All references to “we” “our” “us” or “company” within this statement within this statement are deemed to refer to 2cHolidays , (a company registered in England & Wales, company no)

Our registered office

ICO Reference number:

### **Data controllers**

For your reference the data controller is:

2cHolidays, Fitzroy House, 32 Market Place, Swaffham PE37 7QH

The Data controller representative is: Emma Wilson

### **The personal information we collect**

We collect the following categories of information:

Personal information you provide

For example, this information may be collected when you:

Contact us about any of our services

Create or update your account

Subscribe to a newsletter

Enquire about, book or review a holiday or other service

The type of information we collect from you may include your name, email address, phone number, postal address, and account password.

We may ask for information such as the names and ages of guests in your party, some of whom may be under 18. If you provide us with information for anybody under the age of 18, you will be asked to confirm that you are their parent or guardian and you agree to us handling their personal details.

### **Information from other sources**

We may collect information relating to you or products or services you purchase from us from other sources which may include:

Business partners who help us facilitate the services we provide, such as payment providers, email service providers and review partners.

Marketing service providers such as social media and search engines

Consultants who provide services to us, such as accountancy and financial services

Publicly available sources

Information from these sources may be combined with other information in our possession.

### **How we use your information**

Our main purpose in collecting your personal information is to provide you with the services you have requested

Your information may be used in the following ways:

To fulfil a contract

When you use our services, for example booking a holiday or letting your property through us, we will need you to supply us with specific information required to fulfil a contract or related contracts, such as the contract created between the property owner and guest. If you refuse to supply part or all of this information, we may not be able to fulfil these contracts.

Research and development

We may use anonymised information we collect for testing, research, analysis and product development. This allows us to gain better market insights, improve and enhance the safety and security of our services and to develop new features and products. It also enables us to track the performance of our website and the content within it.

Communications between users of our services and Sites where the accommodation is located

We use the information we collect to enable users of our services, including guests, and parties we contract with (such as property owners) to comply with Health and Safety and ensure the Park or site your accommodation is located on is aware of your presence.

Profiling

We may analyse your information to create a profile about you in order to serve you with relevant content. We may use additional information about you from other sources to help us to do this more accurately and efficiently.

We do not profile in any way that will put you at a disadvantage. We do not profile in any way using sensitive information (such as racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation).

Marketing communications & advertising

Where you have consented we may communicate with you about our products, services, promotions and news or, where applicable, relevant third parties' services.

We may also provide you with relevant advertising and content about our services through third party providers as well as tracking performance of this advertising.

Verifying information

We may use or share your information with third parties to verify its accuracy.

Legal proceedings and requirements

We may use the information we collect to investigate or address claims or disputes relating to your use of our services, or as otherwise allowed by applicable law.

### **Information sharing and disclosure**

We always treat your data with sensitivity and keep it secure. There may be occasions where we may have to share your information with others where it is either necessary to perform our services to you, where we are required by law to disclose information or where you have given your consent to share information.

#### **Guests**

When enquiring about a holiday we are required to share details about the guests with the site owner to arrange the booking.

#### **Property owners**

We will share your information with our accountancy providers for financial reasons. We may also share your details with your consent with contractors in order to provide servicing to your property.

#### **Business Partners**

We may share your personal data with our trusted business partners, such as consultants and marketing partners. We do this where we believe we have a legitimate interest, which has been balanced with your interests, or where you have given your consent for us to do so, or in circumstances where it is necessary to fulfil a contract you have entered into.

We will not share your information with any other organisation for their own direct marketing purposes, without your specific consent.

#### **Third party advertising platforms**

Where we share your data with third party advertising platforms (such as Google or Facebook) to provide you with relevant and personalised marketing content, this information may be joined with information held within that platform.

#### **With relevant authorities**

For legal reasons or in the event of a dispute we may share your information when required or allowed to do so by law.

#### **With your consent**

We may share your information other than as described in this statement if we notify you and you provide your specific consent for this purpose.

### **Safety and security**

We know how much data security matters to all our customers and we treat your data with the utmost care.

We have appropriate firewalls and security measures in place to protect your data. Sensitive data such as payment card information is secured by SSL encryption. Any session requests to our servers are monitored to detect and prevent any suspect activity, fraudulent behaviour, or site attacks.

### **How long we keep your data for**

We will only keep personal data for an appropriate period of time for the purpose(s) for which we are using it. This period will vary and be dependent on our contractual and legal requirements.

### **Your rights**

You have the right to ask us to provide you with the personal information we may hold for you and what we are using this information for. This is known as a "Subject Access Request". You also have the right to request that we delete your personal information. Upon receipt of such requests, we will endeavour to respond to you as soon as possible, but at least within one month.

If you believe the personal information, we hold for your is incorrect, please let us know and we will rectify this as soon as possible.

If you would like to exercise these rights, please contact us on 01362 470888 or write to the Data controller representative

If you are not happy with the manner in which we have used your personal information you have the right to complain the Information Commissioner's Office.

**Updates to this statement**

We monitor and review our privacy statement regularly. If we make significant changes we will endeavour to notify you through the website or through others means, such as email.