2cHolidays Ltd

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	19.5% 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. A minimum of 6 bookings must be held per calendar year. 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-licenced 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