



## Booking Form

I would like to reserve my place at The Captain's House

Arrival Date \_\_\_\_\_  
Departure Date \_\_\_\_\_  
Price \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address \_\_\_\_\_

### HOLIDAY LETTING AGREEMENT

#### The Landlord

Matthew Richardson  
The Red Barn, Marchants Close, Hurstpierpoint, BN6 9UZ, UK

#### The Tenant

#### The Property

The Captain's House, 134 Viganj, Peljesac, Dalmatia, Croatia,  
together with the fixtures and fittings and the effects set out in the Inventory.

#### The Term

\_\_\_ days beginning at 12 noon on \_\_\_\_\_ and expiring at 10am on \_\_\_\_\_

#### The Rent

€\_\_\_\_\_ payable in advance

#### Booking Deposit

A non-refundable booking deposit of 50% of the Rent is required to secure a booking. The balance of the payment is required not less than 6 weeks before arrival date.

#### Security Deposit

A Security Deposit of 300€ or 60€ per person (whichever is greater) must be paid prior to arrival. This will be refunded after departure, subject to the conditions detailed in Paragraph 3 below.

#### Method of Payment

Bank transfer to a/c 67892560, sort code 40-05-15  
Bank Name: HSBC, Bank Address: 60 Fenchurch Street, London, EC3M 4BA, United Kingdom  
BIC Code: MIDLGB22, IBAN Number: GB89MIDL40051567892560

#### The Inventory

The Inventory means the list of the Landlord's possessions at the Property.

## **Terms and Conditions**

### **1 General**

- 1.1 In this Agreement any reference to the masculine includes the feminine.
- 1.2 This Agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday and the Tenant acknowledges that this Agreement shall not confer on the Tenant any security of tenure.
- 1.3 Where the Tenant comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.

### **2 The Property**

The Property is the Property specified above, together with any outside space or garden.

### **3 The Security Deposit**

- 3.1 The Tenant is obliged to leave the Property in a tidy condition at the end of the Term
- 3.2 The Tenant is responsible for reporting any breakages or other damage and for meeting the cost thereof
- 3.3 The Tenant must pay the Security Deposit specified above to the Landlord with the Rent, to be held by the Landlord until the end of the Term as security towards the Tenant's liability for breakages or other damage that may be due from the Tenant to the Landlord under this Agreement.
- 3.4 The deposit shall be refunded to the Tenant at the end of the Term (without interest) under deduction of such sums that may be due to the Landlord from the Tenant as a result of any breakages, other damage or breach of the Tenant's obligations.

### **4 Rent**

The Tenant shall pay the Rent to the Landlord as specified above.

### **5 Interest**

Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the Landlord shall be entitled to charge interest at the rate of 4% above the prevailing base rate of the Bank of England on the outstanding sum from the date when the same became due until the date of payment.

### **6 Insurance**

- 6.1 At all times throughout the Term the Landlord shall effect suitable building insurance cover for the Property and shall insure the Landlord's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.
- 6.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

### **7 Quiet Possession**

The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

## **8 Underletting**

The Tenant must not assign, underlet or part with or share possession of the Property or any part of it.

## **9 Use of Property**

The Tenant shall use the Property for the purpose of a private holiday residence for a maximum of 8 persons only and not for any other purpose whatsoever and the Tenant must not use the Property or any part of it for any improper, immoral or illegal purposes.

## **10 Advertisements**

The Tenant must not display notices or advertisements in the windows or elsewhere on the Property.

## **11 Nuisance**

The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

## **12 Damage**

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property or adjoining property.

## **13 Alterations to Property**

The Tenant shall not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory or any of the Landlord's possessions, from the Property.

## **14 Maintenance**

14.1 The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accidental fire excepted.

14.2 The Tenant must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms.

14.3 The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

## **15 Outgoings**

15.1 The Landlord must pay all the water and sewerage charges and any rates or taxes levied in respect of the Property.

## **16 Pets**

The Tenant shall not keep or allow pets of any kind at the Property without the express written permission of the Landlord. If any pets are permitted they must be kept under strict control at all times and must not be left unattended in the Property. The Tenant will be responsible for all damage caused by the pet.

## **17 Reporting Disrepair**

The Tenant must report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

## **18 Rights of Access**

The Tenant must allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property that may be necessary during the Term pursuant to the Landlord's repairing obligations or to carry out maintenance of the appliances or to execute all work

necessary to remedy the Tenant's breach of any covenant contained in this Agreement regarding repair, maintenance or decoration. The Landlord shall normally give at least 24 hours' notice but the Tenant shall give immediate access in an emergency.

**19 Suspension of Rent**

If the Property or any part of it is damaged or destroyed by fire or any of the risks insured against by the Landlord so that the Property is not habitable, the Rent shall be suspended or a partial abatement allowed to the nature and extent of the damage and destruction until the Property has been reinstated and is fully habitable again. If the rent for the period of suspension has been paid in advance the Landlord must repay it or a fair proportion of it to the Tenant.

**20 End of the Term**

The Tenant must deliver up the Property at the end of the Term in the same tidy condition it was in at the beginning of the Term, reasonable wear and tear risks excepted.

**21 Re-entry**

If at any time during the Term:

21.1 the Rent or any part of it is unpaid for more than 14 days after it is due, whether formally demanded or not, or

21.2 there is a breach of any other of the Tenant's obligations under this Agreement, or

21.3 the Property is left unoccupied for more than 14 days continuously otherwise than by prior agreement with the Landlord,

then the Landlord may recover possession of the Property and this Agreement shall end but without prejudice to any of the Landlord's other rights and remedies in respect of any outstanding obligations on the part of the Tenant.

**22 Notices**

Any notice to be served under this Agreement may be delivered by hand or may be sent by registered post, recorded delivery, fax or email. If served on the Tenant, a notice should be served at the Property or sent to any fax number or email address intimated by the Tenant, and if served on the Landlord or his Agent should be served at:

The Red Barn, Marchants Close, Hurstpierpoint, BN6 9UZ

or sent to any fax number or email address intimated by the Landlord or his Agent.

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property for the Rent and Term in accordance with the conditions stated within this Agreement.

SIGNED by the Tenant:

Date: