

Holiday house Terms and Conditions of Letting

Definitions

These definitions apply unless the context requires a different interpretation:

Reasonable Wear and tear reasonable damage brought about by dwelling in the property. The accommodation shall be used only for the purpose by which the parties agree. The longer the agreement is for, the greater the reasonable damage will be regarding the general condition of the room. Specific items are expected to be damaged less than the overall feel of the room. Wear and tear is foreseeable damage. Non-foreseeable damage, such as damage which renders the item unusable is not reasonable wear and tear.

The “Inventory” means the list of items in the house, as agreed by both parties and set out in the schedule to this agreement.

The Landlord lets the Property and the Tenant takes the Property to occupy for a holiday for the rent, and in accordance with the terms and conditions set out in this agreement.

The terms and conditions of the tenancy are:

1 The Property is: the [apartment](#) known as Les Aiguilles Du Brevent

The “Property” includes:

- 1.1 The furniture, fixtures and fittings specified in the inventory;
- 1.2 The use of any rights of access, paths, drives entranceway, any common parts and any other things reasonably necessary for the enjoyment of the property and which the landlord can grant.

2 The Term of the tenancy is as booked on the holiday rentals website.

3 The Rent is: payable in a single sum, in advance of the start of the letting term.

4 The maximum occupancy is: 4 people.

5 The Deposit

- 5.1 The deposit shall be 100 euros, payable in advance of the start of the holiday and shall be held by the Landlord as security against the Tenant's failure to perform the obligations set out in this agreement.
- 5.2 The Landlord will return the deposit to the Tenant after deduction of any money due to the Landlord, at the end of the holiday subject to the Tenant giving full possession.
- 5.3 If the Landlord is entitled to make deductions for more than one item, he can allocate the deposit payment to any item of his choice.

6 Insurance

- 6.1 The Landlord agrees to insure the Property and, if he so wishes, the Landlord's fixtures, fittings and effects, against such risks as are normally covered by a householder's comprehensive policy. The Tenant is under no obligation to insure these things.
- 6.2 The personal effects of the Tenant will not be insured by the Landlord.
- 6.3 The Tenant shall not (nor allow others to) do anything that could adversely affect the Landlord's insurance of the Property.

7 Repairs

A promise by the Tenant not to do something also implies that the Tenant will not allow someone else to do that same thing. The Tenant now promises that he will:

- 7.1 Keep clean, in good repair and in accordance with the Inventory set out in the schedule:
 - 7.1.1 the interior of the Property;
 - 7.1.2 the carpets, curtains and all other items in the Inventory;
 - 7.1.3 all fixtures and fittings
- 7.2 Both parties agree that the Inventory accurately reflects the condition of the items in the house.
- 7.3 If any of the items are damaged, the Tenant shall replace or repair them so that they reflect the condition specified in the Inventory.

8 Other Tenant's promises

The **Tenant** agrees that he will:

- 8.1 Keep the accommodation clean;
- 8.2 Keep the interior of the property in good repair and condition and in good decorative order.
- 8.3 Clean, maintain and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like;
- 8.4 Keep clean and in good repair, (and, if mechanical, in good repair), the carpets, curtains and all other items in the inventory;
- 8.5 Keep clean the insides of all windows and replace any which break for any reason;
- 8.6 Repair any damage to the property or to the landlord's fixtures and fittings or to the common parts caused by the tenant or any visitor of the tenant to the property, reasonable wear and tear excepted, and to pay any costs incurred by the landlord carrying out such works in default;
- 8.7 Use the property only as a holiday residence and will not operate a business at the property or use it for any improper, immoral or illegal purpose;
- 8.8 Not assign, sublet, charge or part with or share possession or occupation of all or part of the property without the prior written consent of the landlord. (the landlord is under no obligation to give consent, nor to give a reason why consent is withheld.)
- 8.9 Not cause nuisance or annoyance to the landlord, other tenants or any neighbours;
- 8.10 Not cause any damage or injury to any part of the property;
- 8.11 Not make any alterations, improvements or additions to the property;
- 8.12 Not erect any television aerial or apparatus;
- 8.13 Not change or remove any of the landlord's installations, furniture, fixtures and fittings;
- 8.14 Not remove from the property any of the items listed in the inventory;
- 8.15 Not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the landlord;
- 8.16 Not keep or allow pets of any kind on the property;

- 8.17 Not place any advertisement or notice on the outside of the property or where it may be seen from the outside of the property;
- 8.18 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;
- 8.19 When ever the property is left unattended, the tenant will fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the property;
- 8.20 Pay to the landlord the costs specified above as a contribution to the cost of preparation of this agreement and of the inventories at the commencement and termination of the tenancy.
- 8.21 Comply with the separate rules and regulations of the Residence Association as detailed in the apartment block main areas.

9 Landlord's promises

The Landlord now promises that he will:

- 9.1 Comply with all of his statutory obligations;
- 9.2 Pay all the costs of ownership in relation to the Property including the cost of all services now installed at the Property and used by the Tenant during the holiday.
- 9.3 (Provided the Tenant performs the obligations set out in this agreement) not interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

10 Tenant's departure

At the end of the tenancy the Tenant will:

- 10.1 Immediately return all the keys of the Property to the Landlord or comply with such arrangements for the return of the keys as the Landlord reasonably suggests before the commencement of the tenancy;
- 10.2 Remove all personal effects and rubbish and leave the Property and the Landlord's fixtures and fittings in the same clean condition and state of repair as at the start of the tenancy, Reasonable Wear and Tear excepted.

11 Inventory Check and Return of Deposit

- 11.1 At the end of the Tenancy the Landlord will check the inventory room by

room.

- 11.2 If the Landlord is not satisfied as to the condition of a room or anything in it, the Landlord may propose a deduction of a sum from the deposit, in order to put the matter right. The Landlord must provide a written breakdown of any deduction proposed.
- 11.3 If the Tenant does not agree to the sum claimed, the Landlord will obtain a written quotation for the cost of rectification from a contractor not connected to him.
- 11.4 The Landlord may then accept the quotation and pay for the work. He must then provide copies of the quotation and the subsequent invoice to the Tenant. He may then deduct the sum paid from the deposit.
- 11.5 The deposit or the balance of the deposit shall be returned to the Tenant within 10 days of the Tenant vacating the Property or, in special circumstances, as soon as possible, with the reasons for the delay provided in writing to the Tenant.

12 Notices

Any notice required to be served under this agreement shall be deemed to be served if sent by first class recorded delivery post, in the case of the Tenant to the address of the Property specified above, and in the case of the Landlord to the address at the head of this agreement.

