

**SIMPLY BEDAR**  
**LETTING TERMS AND CONDITIONS**

**1. Suitability of Premises:**

- 1.1. The Premises do not enable wheelchair access and are not suitable for young children under six years.
- 1.2. The maximum number of people entitled to use the accommodation under the Letting Agreement is as stated at clause 3 of the Letting Agreement.

**2. Services:**

- 2.1. The Premises are fully furnished and equipped.
- 2.2. Gas, electricity and water are included at no extra charge.
- 2.3. Bed linen and towels are provided at no additional charge save that a charge will be made if additional bed linen or towels are required.
- 2.4. The Premises will be cleaned prior to commencement of the Letting Period and again after the end of the Letting Period without charge provided that at the end of the Letting Period the Premises are left in reasonable condition. If additional cleaning is required during the Letting Period a charge will be made.

**3. Payment:**

- 3.1. A Deposit equal to 25% of the Rent must be paid when the booking request is submitted.
- 3.2. The balance of the Rent must be paid and received by the Owner a minimum of six weeks prior to the Commencement Date.
- 3.3. A Breakages Deposit of £100 must be paid at the same time that payment is made of the balance of the Rent and, unless it is applied pursuant to Condition 8.5, will be refunded in full following the end of the Letting Period.
- 3.4. All payments must be made in sterling by cheque or traveller's cheque payable to Simply Bedar and sent to the Owner at the address at clause 1 in the Letting Agreement.

**4. Contract:**

- 4.1. The Tenant must request the booking by submitting a copy of the Letting Agreement completed with the Tenant's name and address and any other contact details, signed and dated by the Tenant and accompanied by the Deposit.
- 4.2. If the booking request is made less than six weeks prior to the Commencement Date the booking request must be accompanied by payment of the whole Rent and the Breakages Deposit.
- 4.3. The contract will be entered into when the Owner accepts the booking and notifies acceptance to the Tenant in writing or by E-mail.

**5. Cancellation:**

- 5.1. If the Tenant does not deliver to the Owner payment for the balance of Rent and the Breakages Deposit six weeks prior to the Commencement Date the Owner will be entitled to cancel the booking, retain the Deposit and demand payment of the balance of Rent.
- 5.2. If the Tenant wishes to cancel the booking he/she must notify the Owner at the earliest opportunity. The Owner shall be entitled to retain the Deposit and to demand payment of the balance of Rent.

5.3. If the Owner is able to re-let the Premises for the same period or part thereof the Owner will credit the Tenant with the lesser of 75% of the Rent payable by the Tenant or 75% of the Rent received from the re-let.

**6. Owner's Obligations:**

- 6.1. To ensure that the Premises are available to the Tenant on the Commencement Date from the time stated in the Letting Agreement or such earlier time as may be agreed and continue to be available until the end of the Letting Period.
- 6.2. That the Premises are clean, in good order with all services operational (save in the event of causes beyond the Owner's control).
- 6.3. To ensure that the Premises are adequately furnished and equipped and that such furniture and equipment is in satisfactory and useable condition.
- 6.4. To provide two keys to the main entrance door and ensure that there is on the Premises one key to any other locked doors.
- 6.5. In the event of the Tenant experiencing any damage to the Premises, furniture and equipment or any failure of the services or any other disrepair to respond to a notification thereof by the Tenant within a reasonable period and to take all reasonable steps to remedy the same.
- 6.6. To keep the Premises insured against occupiers/owners liability.
- 6.7. If the Premises become unusable for some reason other than a breach by the Tenant of his/her obligations hereunder to refund to the Tenant the appropriate proportion of the Rent.

**7. Tenant's Obligations:**

- 7.1. Not to bring onto the Premises more people than the maximum for which the accommodation is suited as stated in the Letting Agreement.
- 7.2. Not to bring animals onto the Premises.
- 7.3. Not to smoke on the Premises.
- 7.4. Not to do any illegal or immoral act on the Premises.
- 7.5. Not to cause nuisance or annoyance to the Owner or neighbours.
- 7.6. Not to play musical instruments or recorded music, radios or television so as to be audible outside the Premises.
- 7.7. Not to assign the Letting Agreement or to sub-let.
- 7.8. Not to make any alterations to the Premises, furniture or equipment.
- 7.9. Not to move furniture from one room to another and to ensure that at the end of the Letting Period the furniture and equipment is in the same position as it was at commencement.
- 7.10. Not to cause any damage to the Premises, furniture or equipment.
- 7.11. Not to block the sinks, baths, lavatory cisterns or pipes in the Premises with rags, rubbish, refuse or anything else and not to cause any obstruction or damage to them.
- 7.12. The Tenant must promptly report to the Owner all faults and breakages.
- 7.13. The Tenant must allow access to the Owner or contractors engaged by the Owner at all reasonable times during the day in order to attend to any faults or breakages or undertake necessary maintenance.
- 7.14. The Tenant must not make copies of any of the keys and must account to the Owner for all the keys at the end of the Letting Period.

**8. Liability:**

- 8.1.** It is the Tenant's responsibility to arrange his/her own insurance in respect of accidents, illness, damage to possessions and holiday cancellation.
- 8.2.** The Tenant agrees that he/she has no claim against the Owner in respect of damage to possessions or for compensation in the event that the Premises become unusable due to some act or omission by the Tenant.
- 8.3.** The Tenant agrees that, save in the event of injury or death of the Tenant or a member of the Tenant's party caused by the Owner or some defect in the Premises, the liability of the Owner to the Tenant for any breach of contract or civil wrong will be capped at the amount of the Rent.
- 8.4.** The Tenant agrees to pay to the Owner forthwith on demand compensation for damage caused to the Premises, furniture or equipment by any action or omission of the Tenant or a member of his/her party.
- 8.5.** The Tenant agrees that the Owner is entitled to retain the Breakages Deposit in the event that any keys are lost and to apply it towards the cost of repairing the Premises or repairing or replacing furniture and equipment as appropriate in the event of damage caused by the act or omission of the Tenant or members of his party.
- 8.6.** The Tenant agrees to indemnify the Owner against all costs, claims, demands or expenses arising from a breach by the Tenant of these Terms and Conditions.