

Please complete this form, returning it by Fax or Post to:  
**CHOICE, The Square, Braunton, Devon, EX33 2JD**

Tel: +44 (0)1271 815 000  
 Fax: +44 (0)1271 815 800  
 eMail: info@choicecottages.info  
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## MANDATE FORM

### Your Details

Name

Address

Telephone  Mobile

eMail  Fax

Best Time To Call    Morning     Afternoon     Evening

### Your Property

Type of Property    Cottage/House     Apartment     Other (please describe)

Name of Property

Address of Property

Star/Diamond Rating    1     2     3     4     5     Not Rated     Rated By:

Number of Bedrooms     How Many?    Single     Twin     Double     Bunks

Number of bathrooms     How Many?    En-Suite     Shared     WC's     Showers

Max. number of people     Changeover Day

Children welcome    Yes     No

Pets Welcome    Yes     No     Short Breaks    Yes     No

### Your Facilities (don't be put off - no one can tick all the boxes!)

Indoor Pool <input type="checkbox"/>	Stair Gate <input type="checkbox"/>	Central Heating <input type="checkbox"/>	Dining Room <input type="checkbox"/>	Snooker/Pool <input type="checkbox"/>
Outdoor Pool <input type="checkbox"/>	Highchair <input type="checkbox"/>	Television <input type="checkbox"/>	Lounge <input type="checkbox"/>	Gymnasium <input type="checkbox"/>
Private Garden <input type="checkbox"/>	Broadband <input type="checkbox"/>	Video Player <input type="checkbox"/>	Ironing Facilities <input type="checkbox"/>	Tennis Court <input type="checkbox"/>
Public Garden <input type="checkbox"/>	Welcome Basket <input type="checkbox"/>	DVD Player <input type="checkbox"/>	Washing Machine <input type="checkbox"/>	Golf Course <input type="checkbox"/>
Open Fire <input type="checkbox"/>	Smoking <input type="checkbox"/>	Games Console <input type="checkbox"/>	Tumble Dryer <input type="checkbox"/>	Spa/Sauna/Hot Tub <input type="checkbox"/>
Disabled Access <input type="checkbox"/>	Parking <input type="checkbox"/>	Sky TV Channels <input type="checkbox"/>	Dish Washer <input type="checkbox"/>	Fishing <input type="checkbox"/>
Cots <input type="checkbox"/>	Telephone <input type="checkbox"/>	Stereo System <input type="checkbox"/>	Microwave <input type="checkbox"/>	Horse Riding <input type="checkbox"/>
Other <input type="text"/>				



...the **Smart CHOICE** in Self Catering

### Local Attractions (Please mention your local attractions and distance from your property)

### Please give a brief description of your property (use a separate sheet if required)

### Photographs: Once we receive your application we will contact you about obtaining photographs of your property

### Letting Package and Tariffs

All Year Holiday Let

Summer Six Weeks Let

Six Months Winter Let

Tariff Band (Full Week)

Tariff (Weekend/Short Break)  Extra Charges (services, pets etc)

### Your Bank Details (to receive your payments)

Bank/Building Society  Account Number

Account Name  Sort Code

### Agreement (applications are subject to our terms and conditions attached)

Print Name

Signature

Date

### For Office Use Only:

RF    PH    K    CF    W

Your Facilities									
	QTY		QTY		QTY		QTY		QTY
Shared Indoor Pool	<input type="text"/>	Gas Central Heating	<input type="text"/>	Television	<input type="text"/>	Dining Rooms	<input type="text"/>	Large Fridge	<input type="text"/>
Private Outdoor Pool	<input type="text"/>	Oil Central Heating	<input type="text"/>	Sky Full package	<input type="text"/>	Lounges	<input type="text"/>	Small Fridge	<input type="text"/>
Enclosed Garden	<input type="text"/>	Elec Central Heating	<input type="text"/>	Sky Freeview	<input type="text"/>	Conservatories	<input type="text"/>	Large Freezer space	<input type="text"/>
Shared Garden	<input type="text"/>	Storage Heaters	<input type="text"/>	DVD/CD Player	<input type="text"/>	Wet rooms (separate)	<input type="text"/>	Small Freezer space	<input type="text"/>
Hedged Garden	<input type="text"/>	Wood Burners	<input type="text"/>	Playstation	<input type="text"/>	Showers (separate)	<input type="text"/>	Ice box in fridge	<input type="text"/>
Courtyard	<input type="text"/>	Mains Gas	<input type="text"/>	Broadband/Wi-Fi	<input type="text"/>	Bathrooms (separate)	<input type="text"/>	Wine fridge	<input type="text"/>
Balcony	<input type="text"/>	Bottled Gas	<input type="text"/>	Telephone	<input type="text"/>	Bedrooms	<input type="text"/>	Clothes Dryer	<input type="text"/>
Sea View	<input type="text"/>	Underfloor Heating	<input type="text"/>	Toybox	<input type="text"/>	King beds	<input type="text"/>	Hair Dryers	<input type="text"/>
BBQ + Accessories	<input type="text"/>	Open Fireplace	<input type="text"/>	Books	<input type="text"/>	Double beds	<input type="text"/>	Safe	<input type="text"/>
Parking for/ qty	<input type="text"/>	Oil Heaters	<input type="text"/>	DVD's	<input type="text"/>	Single beds	<input type="text"/>	4 slice toaster	<input type="text"/>
Storage Shed	<input type="text"/>	Electrical Heaters	<input type="text"/>	CD's	<input type="text"/>	Bunk beds	<input type="text"/>	2 slice toaster	<input type="text"/>
Storage Garage	<input type="text"/>	Outdoor Heaters	<input type="text"/>	Game Sets	<input type="text"/>	Z Beds	<input type="text"/>	Settees/Qty	<input type="text"/>
Climbing Frame	<input type="text"/>	Near Tennis Courts	<input type="text"/>	Wii/Playstation	<input type="text"/>	Sleeper settees	<input type="text"/>	Settee seating/Qty	<input type="text"/>
Swing Set	<input type="text"/>	Near Beach	<input type="text"/>	Stereo System	<input type="text"/>	Trundle beds	<input type="text"/>	Lounge Chairs/Qty	<input type="text"/>
Outdoor Shower	<input type="text"/>	Near Pub	<input type="text"/>	Welcome Basket	<input type="text"/>	Dining tables Qty	<input type="text"/>	Extra chairs/Qty	<input type="text"/>
Garden Table	<input type="text"/>	Near Horseriding	<input type="text"/>	Travel Cots	<input type="text"/>	Dining chairs Qty	<input type="text"/>	W/C's	<input type="text"/>
Garden Chairs/Qty	<input type="text"/>	Near Golf	<input type="text"/>	High Chairs	<input type="text"/>	Dining benches Qty	<input type="text"/>	Pet Enclosure	<input type="text"/>
Sun Loungers	<input type="text"/>	Near Fishing	<input type="text"/>	Stair Gates	<input type="text"/>	Washing Machine	<input type="text"/>	Wheelchair Friendly	<input type="text"/>
Outdoor Decking	<input type="text"/>	Near Leisure Centre	<input type="text"/>	Coffee Machine	<input type="text"/>	Tumble Drier	<input type="text"/>	Disabled Access	<input type="text"/>
BBQ/Brick Built	<input type="text"/>	Near Go Karting	<input type="text"/>	Ironing Board	<input type="text"/>	Washer/Drier	<input type="text"/>	Not suitable for young children	<input type="text"/>
BBQ/ Gas	<input type="text"/>	Near Hangliding	<input type="text"/>	Iron	<input type="text"/>	Dishwasher	<input type="text"/>	Pet welcome/Qty	<input type="text"/>
BBQ/Weber	<input type="text"/>	Near Surfing	<input type="text"/>	En-suite Shower	<input type="text"/>	Microwave	<input type="text"/>	No Pets allowed	<input type="text"/>
BBQ/ Other	<input type="text"/>	Near Kiting	<input type="text"/>	En-suite Bath	<input type="text"/>	Ovens/Qty	<input type="text"/>	Some Pets/ ask	<input type="text"/>

#### Guide to Successful Holiday Letting

Buying a holiday home can be a dream come true, but it can be an expensive dream.

As well as the purchase, renovation and decoration costs and the mortgage costs, there are running costs to consider.

Renting the property on a holiday let basis can assist you greatly in all of the above, whilst allowing you to enjoy the use of your home.

If you are looking for guidance on buying or selling a holiday home please contact us.

Holiday letting is an excellent way to help cover costs and the income can be substantial and satisfying.

There are a few requirements to a successful holiday let and this guide is to help you make the maximum income from your holiday home with a minimum of problems.

The following suggestions are listed and expanded:

#### A: - Preparation

1. Deciding on your financial objectives
2. Furnishing and equipping your home
3. Insurance
4. Basic Inventory
5. Property Management

#### B: - CHOICE Cottages as agent

1. Letting Options
2. Marketing and Administration
3. Commission and Fees
4. Contractual Commitment

#### A:- PREPARATION

##### 1. Deciding on your financial objectives

There are some fundamental questions you need to ask yourself before you go ahead with letting your home:

- a. What are your financial objectives?
- b. Do you want to maximize the income from your property or just cover the costs.
- c. How often do you want to be there yourself?
- d. Do you want to be there on certain set dates, or can you be flexible and only go on weeks when there are no bookings.  
Do you want to be there in the peak, summer holiday times (when the rates are highest)
- e. What type of person do you want to stay in your home?
- f. Are you happy to have children, (and is your holiday home suitable?) Would you be happy with a singles group?
- g. Would you consider allowing the visitor in bringing a pet (bearing in mind that many visitors holiday locally in order to avoid placing their pet in a kennel)  
You may have to make some compromises, but you should be clear in advance where you stand on these issues, as many other decisions flow from them.

##### 2. Furnishing and equipping your home

Furnish your home bearing in mind that it will be rented out. Use good quality, robust furniture and equipment that can be easily cleaned and will not be high maintenance.

All furnishing needs to abide by fire safety regulations. The rental rates you can charge will reflect the standard of your furnishing and equipment.

Accept that things may get broken, as they do in your main home, so don't put in items that you will fret over if they do get broken.

**Kitchens:** These must be fully equipped. A dishwasher is essential as no one wants to wash up on holiday. A microwave, a washing machine and a dryer can be very useful.

Cutlery, glass, china and kitchen utensils are not expensive, so don't stint them - allow for at least double the maximum number that will stay.

Make sure that pans, coffee pots and tea pots are big enough. Worktops should be easy to keep clean, and white floor tiles are not a good idea.

**Bedrooms:** Beds and sofa beds must be good quality and comfortable, there should be bedside tables and lamps, at least one hairdryer and ample hanging and storage space, with good quality clothes hangers. Spend a night in each bedroom to check it out for yourself.

**Linen:** Make sure you have at least two sets of linen for every bed, to allow for same day changeovers. Also, have good supplies of tablecloths, kitchen cloths etc.

**Furniture and flooring:** This should be hard wearing, low maintenance, not easily damaged and easy to clean. Wooden or tiled floors with rugs are a good idea, together with washable throws for soft furnishing. Bathrooms should be tiled, or have cork floors - not carpets.

**Other equipment:** You need to have a balance between having enough little personal things like books, vases, and ornaments to make the place look like a home rather than a hotel room, but do not clutter it with miscellaneous rejects from your main home. Try to create an atmosphere appropriate to the location of the holiday home.

**Your personal items:** Allocate a storage area or cupboard where you can store your own personal items, or things with high or sentimental value, and keep it locked when you are away. Upmarket properties may consider having a safe.

### 3. Insurance

All holiday home owners need to ensure that their homes are covered for Public Liability as well as Buildings and Contents.

It is important to specify to your insurance company that the house will be made available for holiday letting purposes.

Please note that this put in place to cover your excess charges on a claim or to cover that of an extra clean or minor damage (to the lesser value of £100)

should such an unfortunate event occur. A damage deposit of £100 is held for each booking.

#### 4. Basic Inventory

##### One per property

Door mat  
Ice cube tray  
Electric kettle and toaster  
Coffee pot/Cafeteria  
Teapot, tea caddy and strainer  
Saucepan & lid (large, medium & small)  
Frying pan  
Colander  
Gravy boat  
Oven roasting tray  
Tray  
Bread/Meat chopping board  
Salad bowl & servers  
Bread bin  
Cake baking tin and baking sheet  
Covered refuse container  
Fire extinguisher and fire blanket

##### Per bed

Bed linen  
2 blankets & bedspread or 1 duvet  
2 pillows per person  
1 under blanket / mattress protector

##### Miscellaneous

Spare light bulbs  
Clothes pegs  
Washing line/drying facilities  
Tea & hand towels  
4 coat hangers per person  
Torch  
Cottage Information folder

##### For the bathroom

Bath mat  
Disposal bin  
Mirror  
Lavatory brush & container

Scissors  
Tin opener  
Grater  
Corkscrew  
Bottle opener  
Potato peeler  
Garlic press  
Whisk  
Potato masher  
Fish slice  
Ladle  
Small vegetable knife  
Bread knife  
Carving knife (with sharpener) & fork  
Wooden spoon  
Slotted spoon  
Laundry basket and clothes airer  
Electric vacuum cleaner  
Hair-dryer

##### For open fires or wood-burners

Coal scuttle  
Fire irons  
Ash container  
Fire guard

Rolling pin  
Oven gloves  
Casserole dish & lid  
Pie dish  
Large fruit dish  
Butter dish  
Sugar basin  
Milk jug (large & small)  
Water jug  
Orange juice squeezer  
1 Pint measuring jug  
Condiment set (2 pieces)  
Meat plate  
Washing up bowl  
Pot scourer/dish  
Bucket and Mop  
Dustpan & brush  
Broom and floor cloth  
Iron & ironing board

##### Two per property

Mixing bowls or basins  
Vegetable dishes  
Tablespoons  
Dusters  
Dustbins  
Flower vases  
Full set of keys

##### One per person (& two spare)

Plate (large & small)  
Tea cup & saucer  
Coffee mug  
Cereal/soup bowl  
Tumbler  
Beer glass  
Wine glass  
Egg cup  
Knife (table & dessert)  
Fork (table & dessert)  
Spoon (dessert, soup & tea)  
**Household Items (initial supply)**  
Toilet cleaner  
Hand soap  
Disposal bags (small)  
Bin liners  
2 rolls lavatory paper  
Washing up liquid  
General purpose cleaner  
Dishwasher powder (if applicable)  
Washing machine powder  
J cloths

### 5. Property Management

The cleaning and maintenance of the property and dealing with the guests on the spot are vital. You must make sure you have everything arranged in advance for this key aspect of successfully letting your property. Choice Cottages would be pleased to assist in gaining the right property manager from the local area, if you require this.

**Cleaning and supplies:** The importance of cleaning cannot be overemphasized. It is essential that the property is thoroughly cleaned and all linen changed between every rental. It is also important to make sure that essential supplies such as toilet rolls, soap and kitchen rolls are available when guests arrive. The kitchen store cupboard should have basics like salt, pepper. It is a nice idea to supply some fresh foods like tea, coffee, milk, fruit and bread. You can also add various little touches like fresh flowers or a bottle of local wine - anything to make your guests feel welcome. If the rental is for more than a week, it is a good idea to insist that the property is cleaned and the linen changed every week, usually at your expense, at a time that is mutually convenient. Then you can keep an eye on your property, and not have a huge cleaning job at the end of the rental.

**Deep Cleaning:** It is essential that the property is deep cleaned at least twice a year. This may include carpet cleaning, painting, eaves, gutters, chimneys, skirting boards, bathroom and kitchen outlet traps, nooks and crannies and various other intense tasks.

**Contacts and Maintenance:** You must leave your guests with the telephone number of someone they can contact if there is a problem or an emergency. This person should also have a list with an electrician, a plumber and a general repair man who is familiar with the property, and who will be able to come at short notice to make any urgent repairs that are required during the rental.

#### B:- CHOICE COTTAGES AS AGENT

##### 1. Letting Options

CHOICE Cottages offer variety and flexibility with the availability provided. We have the following options/packages available:

1.1 All Year Holiday Let - Option A

1.2 Six Summer Month's Holiday Let – Option B

1.4 Ten Peak Weeks Holiday Let – Option C

1.5 Six Summer Peak Weeks Holiday Let – Option D

##### 2. Marketing and Administration

Deciding on how much to charge depends on its location as well as how well it is furnished and equipped. CHOICE Cottages offers a free valuation visit to help you decide.

Much of our marketing is targeted to attract new visitors as well as retaining the repeat clients. Our marketing spend is spread over all media areas including traditional media such as newspapers, strategically selected magazines and brochures as well as via the internet and websites. We also attend specific Holiday Exhibitions as well as carefully monitored and managed leaflet drops. Our 'Smart' cars form a valuable tool and facilitate very high visibility.

Our website forms the largest part of our marketing tool and a maximised 'campaign' management in target markets is carefully monitored and adjusted according to various drives. CHOICE also works with a number of affiliated websites in order to gain maximum exposure. The progression to online booking with accurate availability has been favourably received by many visitors. Responses are monitored and strategies are altered in keeping with holidaymakers' booking trends.

CHOICE Cottages has invested substantially in administrative processes to facilitate accuracy and speed. Bookings are emailed within minutes of being confirmed and a copy is sent directly to your property manager. The highly trained, friendly sales team is always willing to assist visitors in finding the right property with our local knowledge. Sales calls are taken from 9am to 9pm for the convenience of visitors who wish to discuss their need from the comfort of their homes.

All methods of payment are accepted making for an easier transaction process and guarantee bookings are done efficiently.

##### 3. Commission and fees

Our commission is 15% +VAT of what the visitor pays. Our registration fee is £95 + VAT. Our annual renewal fee is £75 + VAT.

##### Contractual Commitment

We recognise that personal circumstances can change, therefore we renew our contract with you on an annual basis. Our commitment terms are as follows:-

###### 1. BOOKINGS

i. I appoint Choice Cottages to be my sole and exclusive agent to arrange on my behalf holiday bookings and handle cancellations of such bookings in relation to the Property. I confirm I will not commercially let the Property for those periods (including, for the avoidance of doubt, "Owner Booking Periods" and any other periods) in relation to which I have advised Choice Cottages that the Property is unavailable other than pursuant to this Agreement.

ii. Subject to Clause 1(i), I understand and agree that if I wish to make the Property unavailable for bookings for any period (including, for the avoidance of doubt, the "Owner Booking Periods"), then I shall telephone Choice Cottages first to check whether a firm booking or a provisional booking has been made for the Property for that period. If the Property is available, Choice Cottages shall then book those dates for me and forward a confirmation letter (containing a booking reference number which I need to refer in any communication with Choice Cottages in relation to that booking). In the event of a dispute as to that availability of the Property I acknowledge that I must produce such Choice Cottages letter as evidence. I agree that if Choice Cottages has accepted a booking (whether firm or provisional) in relation to the property, then such bookings shall take priority and the Property shall be deemed unavailable to me and I further agree that Choice Cottages shall have no liability to me in such circumstances.

iii. I agree to accept bookings from holidaymakers (through Choice Cottages as my agent) in accordance with the Booking Conditions as published by Choice Cottages brochure from which bookings are made. I acknowledge and agree that a contract exists between myself and the holidaymaker from the point in time that Choice Cottages, acting as my agent, accepts the booking on my behalf.

iv. I agree that if, through non-compliance with Clause 1(ii) or any other term or provision of this Agreement or otherwise, the Property is unavailable for any holidaymaker who has booked the Property (whether this be a firm or provisional booking) or if the holidaymaker cancels a firm or provisional booking as a result of such non-compliance or if, as a result of such non-compliance that Choice Cottages cancels any firm or provisional bookings in relation to the Property in accordance with this Agreement or terminates this Agreement, then, without prejudice to any other rights or remedies Choice Cottages may have under and pursuant to any term or provision of this Agreement in respect of such breach, I shall be liable to repay Choice Cottages any monies already paid to me in relation to the Property and the relevant booking and to pay the relevant commission, any additional renting costs incurred by Choice Cottages should the holidaymaker accept alternative accommodation and, if necessary, any compensation claimed by the holidaymaker, together with an administration fee of GBP£50.00 (Fifty Pounds Sterling) per booking. In each case payment of such sums will be made by me to Choice Cottages within 21 days of notification to me of such liability.

v. I understand and agree that if, through non-compliance with Clause 1(ii) above or any other term or provision of this Agreement or otherwise, the Property is unavailable for bookings during the Summer Season (save for the allowed owner Booking Periods), then without prejudice to any other remedy available to Choice Cottages I shall be liable to pay the relevant commission to Choice Cottages unless the start day of the relevant periods is within 14 days of the notification by me to Choice Cottages.

## 2 PROPERTY DESCRIPTION

i. I understand and agree that I will be supplied with the Choice Cottages marketing or promotional literature in relation to the Property for my approval, which will describe the Property and specify the equipment, contents and facilities, which it shall offer ("Property Description"). I also understand and agree that I must confirm in writing that the Property Description is correct in all respect or amend the Property Description so as to accurately and completely describe the Property, its equipment, contents and facilities in the Choice Cottages marketing or promotional literature. In subsequent years, I understand that Choice Cottages will send me a copy of the Property marketing or promotional literature, which will reflect any changes that I have advised Choice Cottages of relating to the Property, its equipment, contents or facilities. If there are further changes required then I agree that I must confirm these in writing to Choice Cottages. If there are no further changes Choice Cottages will reproduce the Property Description.

ii. In any event I warrant that no detrimental changes or withdrawal of facilities will be made to the Property, services and facilities detailed in the Property Description in the Choice Cottages marketing or promotional literature, save for reasons beyond my control. Where such changes are necessary or have otherwise occurred I shall give immediate written notice to Choice Cottages (with all relevant details) and will, where relevant, use best endeavours to immediately make such changes to the Property, services and facilities, so as to ensure that the Property Description in the Choice Cottages marketing or promotional literature is accurate and complete. I shall indemnify Choice Cottages against any loss or damage suffered by Choice Cottages as a consequence of any inaccuracies and incompleteness in the Property Description in the Choice Cottages marketing or promotional literature in relation to the property in which I fail to notify Choice Cottages. This indemnity shall cover, but shall not be limited to, any fines and regulatory penalties that Choice Cottages suffers as a consequence thereof.

iii. I warrant that any photographs, artwork or similar material provided by myself to Choice Cottages for inclusion in any Choice Cottages marketing or promotional literature or otherwise are free of copyright or any other restrictions on its or their use.

## 3 STANDARD AND SAFETY OF ACCOMMODATION.

i. I undertake to present the Property in accordance with the Property Description, aired and warmed (if necessary) and in a perfectly clean, tidy and presentable condition for the arrival of each new holidaymaker and to give every assistance to the holidaymaker should problems arise during the holiday. I also undertake to maintain the Property to the standard of quality required by Choice Cottages. I further undertake to ensure at all times that the Property is entirely safe for use by holidaymakers and that all appliances and equipment provided inside or outside the Property are in good and safe working order (with instructions for use where appropriate) and that the water, gas and electric supplies are of an adequate and safe standard.

ii. In addition I agree to comply with all the laws and regulations applicable to the Property, its contents, services and facilities whether in relation to use by holidaymakers or otherwise (including without prejudice to the generality of the foregoing local authority, health and safety, fire and electrical safety regulations)

iii. If the Property is for sale, I confirm I will not display a 'For Sale' board at the Property nor arrange viewings for any periods in which holidaymakers are in occupation.

iv. I agree that Choice Cottages shall be entitled to inspect the Property at any time giving prior reasonable notice and forthwith upon request by Choice Cottages I undertake to do whatever is necessary to bring the Property (including for the avoidance of doubt its fixtures, fittings, furnishings and/or interior and exterior decor) and its garden to the standard of safety and quality requested by Choice Cottages. Without prejudice to its rights under Clause 8 Choice Cottages reserves the right to refuse to accept any bookings for the Property until any request by Choice Cottages under this Clause 3 (iv) has been complied with.

v. I undertake to inform Choice Cottages of any matters which are not apparent from the Property Description in the Choice Cottages brochure and which are likely to affect the holidaymaker's enjoyment of the Property and its immediate locality as soon as I become aware of such matters. Following any such notification by me, Choice Cottages in its absolute discretion shall have the right to cancel any existing bookings (whether firm or provisional) in relation to the Property and/or to refuse any future bookings in relation to the Property and without prejudice to any other rights and remedies Choice Cottages may have under and pursuant to any term or provision of this Agreement Choice Cottages shall be entitled to recover from me any monies paid to me in respect of existing bookings (firm and/or provisional) and any sums recoverable under the provisions of Clause 1(iv).

vi. I confirm that I will not do anything to interfere with any holidaymaker's quiet enjoyment of the Property of the periods for which the holidaymakers in general are in occupation.

vii. I agree to display in, on or at the Property any material of a reasonable quantity that Choice Cottages requests, but as a minimum to display and make available for holidaymakers the Visitor's Book, duly completed and kept up to date.

## 4 HOLIDAYMAKER COMPLAINTS

i. I understand and agree that I will deal with any complaints made in relation to the Property by holidaymakers arising from my failure to comply with Clause 2 or 3 above or from any failure to comply with any other term or provision of this Agreement or otherwise and that I shall be liable to pay its costs in this regard (including solicitors' cost) and in addition any of the sums recoverable under the provisions of Clause 1(iv).

## 5 INSURANCE

i. I agree to take out and maintain throughout the duration of this contract, Comprehensive Property & Contents Insurance and Public Liability Insurance appropriate to commercial letting of self-catering properties and my obligation under this Agreement to the value of GBP£2,000,000.00 (Two Million Pounds Sterling). I acknowledge that Choice Cottages reserves the right to refuse to accept any bookings for the Property until evidence of such cover has been produced to Choice Cottages.

## 6 OWNERS INDEMNITY TO CHOICE COTTAGES

i. Subject to Clause 6 (ii), I understand that Choice Cottages shall not be responsible or liable for loss (including loss of profit), damage or injury (whether direct, indirect or consequential), howsoever arising whether arising from breach of contract, tort, breach of statutory duty or otherwise caused to the Property or to any person occupying the Property and I therefore agree to indemnify and keep indemnified Choice Cottages from and against such loss, damage or liability and legal fees and costs incurred by Choice Cottages. I hereby permit Choice Cottages in its absolute discretion to deduct any sums due to its pursuant to this Clause from monies which it holds on my behalf and which are due to me.

ii. Nothing in this Agreement shall exclude a party's liability for death or personal injury arising from that party's negligence.

#### 7 TERMINATION OF AGREEMENT BY THE OWNER

- i.** I understand and agree that I must give notice in writing to Choice Cottages before the 1st of April (or the nearest working day) ("Termination Date") in each working Year if I do not wish my property to appear in the Choice Cottages marketing or promotional literature in the next Year and if I wish to terminate this Agreement without further liability to Choice Cottages. If written notice is not received in accordance with this Clause, then the Agreement shall automatically continue and the Property description of the Property will be entered into the Choice Cottages marketing or promotional literature for the next Year.
- ii.** I understand that in the event that I terminate the Agreement after the Termination Date then such termination shall take effect subject to both Clauses 7 (i) and this Clause 7 (ii) and I agree that I shall pay a sum of GBP£250.00 (Two Hundred and fifty Pounds Sterling), by way of liquidating damages as compensation to Choice Cottages for Choice Cottages irrecoverable marketing and promotional costs, and loss of revenue. If this Agreement covers more than one Property, then such liquidated damages shall be payable by me to Choice Cottages on a per Property basis.
- iii.** I understand and agree that any notification of termination of this Agreement by me must be made in writing and sent by first class recorded delivery post or delivered by hand to Choice Cottages registered office address. If delivered by hand, such notification shall be considered served at the moment of delivery. If sent by post, such notification shall be considered served 48 hours after posting.
- iv.** If I terminate this Agreement in the next Year in accordance with Clause 7 (i), then I understand that no charges and/or fees will apply, providing that I have complied with the termination requirements under Clause 7 (i) and Clause 7 (iii) and that I fulfil all my continuing obligations for the Year for which I am already contracted, in particular but without limitation those obligations contained in Clauses 9 (i)& 9 (ii)

#### 8 TERMINATION OF AGREEMENT BY CHOICE COTTAGES

- i.** I acknowledge that Choice Cottages may terminate or suspend this Agreement at any time in whole or in part by issuing a notice to that effect in writing to me.
- ii.** Choice Cottages may at any time without prejudice to any other right or remedy it may have under and pursuant to any term or provision of this Agreement and without notice terminate this Agreement if I am in breach of any of my obligations hereunder. In the event of such termination, I agree that I shall not be entitled to submit a claim for any loss.
- iii.** I acknowledge that Choice Cottages shall be entitled to terminate this Agreement forthwith by notice in writing if I am adjudged insolvent or bankrupt or shall be unable to pay my debts as they fall due or if I make an assignment for the benefit of my creditors generally or have a receiver appointed in relation to any of my Property or assets (including the Property) or if I discontinue or abandon or dispose of the whole or a substantial part of my business (or the Property) or shall have a petition granted or a resolution passed for its or my winding up other than purposes of amalgamation or reconstruction, or a notice is issued convening a meeting for the purpose of passing any such resolution.
- iv.** Any termination or suspension pursuant to this Clause shall not affect the accrued rights to Choice Cottages.

#### 9 CONSEQUENCES OF TERMINATION

- i.** In the event of there being outstanding firm and/or provisional bookings at the time of any termination of this Agreement, I acknowledge that Choice Cottages shall be entitled to oblige me to honour such bookings and the terms of this Agreement shall continue to apply in that regard. I hereby acknowledge that as a consequence I therefore cannot sell the Property and cannot give vacant possession of the property until all obligations arising from such bookings have been satisfied.
- ii.** I understand and agree that if the outstanding firm and/or provisional bookings referred to in Clause 9 (i) are not honoured by me, without prejudice to any other right or remedy available to Choice Cottages under and pursuant to any term or provision of this Agreement, I shall be liable to pay Choice Cottages all monies under the provisions of Clause 1 (iv) within 21 days of notification to me by Choice Cottages of such liability.
- iii.** Subject to the clauses 9(i) and 9 (ii), in the event of a termination of this agreement Choice Cottages shall be entitled to:
  - (a) Cease advertising the Property and remove from any of the Choice Cottages marketing or promotional literature;
  - (b) Be irrevocably authorised as my agent to cancel all existing firm and/or provisional bookings without any liability to me for any loss.
- iv.** In the event of termination of this Agreement pursuant to Clauses 8 (ii) or 8, Choice Cottages shall be further entitled to:
  - (a) Recover from me all sums recoverable under the provisions Clause 1 (iv) within 21 days of notification to me by Choice Cottages of such liability.
  - (b) Recover a sum of GBP£250.00 (Two Hundred and fifty Pounds Sterling) by way of liquidated damages as compensation to Choice Cottages as irrecoverable marketing and promotional costs and loss of revenue. If this Agreement covers more than one Property, then such liquidated damages shall be chargeable by Choice Cottages on a per Property basis.
- v.** In the event of termination of this Agreement:
  - (a) I shall not be entitled to continue to represent that I am associated or connected with Choice Cottages or use any logos, trade names or trademarks of Choice Cottages.
  - (b) I shall immediately return to Choice Cottages in a good clean condition all property of Choice Cottages.
  - (c) I shall immediately pay on demand any monies due to Choice Cottages under pursuant to any term or provision of this Agreement, subject to Clauses 9 (ii) and 9 (iv)(a) where I shall be required to make payment within 21 days of notification by Choice Cottages to me of any liability.

#### 10. FORCE MAJEURE

- i.** I understand that both Choice Cottages and myself shall be excused performance of our respective obligations under this Agreement where circumstances amounting to the Force Majeure occur for as long as such circumstances last and affect contractual performance. For the purpose of this Agreement "Force Majeure" shall mean unusual and unforeseeable events beyond the control of the party seeking to rely on them including but not restricted to war, threat of war, civil strife, natural or nuclear disaster, fire, epidemics, terrorists activity, governmental action, acts of God and all other events of a like or similar nature.
- ii.** I understand that both Choice Cottages and myself shall only be able to rely on Force Majeure after taking all practical steps to remedy the cause of Force Majeure.
- iii.** Notice shall be given of Force Majeure as soon as possible after it arises together with sufficient details thereof and progress reports shall be supplied regularly or otherwise when requested.

#### 11. CONFIDENTIALITY – DATA PROTECTION ACT 1998

I agree to keep confidential the terms and conditions of this agreement and all matters and information (in all media and whether written, oral or otherwise) arising therefore or passing between parties in relation hereto, including all information concerning holiday makers.

## 12. REGISTRATION FEES

I understand that an annual registration fee is payable for each property, and that this fee will be deducted from the statement remitted to me by Choice Cottages after 1st September in each preceding year.

## 13. CHOICE COTTAGES COMMITMENT TO OWNER

- i. Choice Cottages undertakes to advertise in carefully selected media at appropriate times throughout the year.
- ii. Choice Cottages will place details about the Property and the Property description in the Choice Cottages marketing or promotional literature, which Choice Cottages in its absolute discretion, considers to be suitable. In the unlikely event in the approved Property Description being reproduced incorrectly in the Choice Cottages marketing or promotional literature due to the fault of Choice Cottages, Choice Cottages shall have no liability to me other than to place the correct Property Description in the next suitable Choice Cottages marketing or promotional literature.
- iii. Choice Cottages will programme the Property into its computerised booking system to ensure that the Property is available for bookings for all vacant weeks.
- iv. Choice cottages will collect all rents from the holidaymaker and pay me by cheque. A statement will be issued and together with the cheque be sent to my address on the 7th day of each month. This will account for all holidays, which have commenced within the previous month. In relation to each booking, Choice Cottages will deduct commission at the rate of 15% plus VAT (together with any other sums which it is legally and contractually entitled to deduct) from the payments received by it from holidaymakers and shall forward the balance to myself. Cottage rentals shall be in accordance with the Pricing Structure and Owner's Income Guide provided.
- v. Subject to Clause 6, Choice Cottages will take reasonable steps to vet holidaymakers, and will not be liable for any loss or damage suffered by me as a result of any act or omission of any holidaymaker at the Property or of any person in occupation of the Property as a result of letting.
- vi. In no circumstance does Choice Cottages guarantee the number of bookings to be obtained for the property
- vii. Choice Cottages undertakes to advise me prior to the Termination Date of any material changes to the Pricing Structure and Owners' Income guide, registration fees and the Terms and Conditions of the Agency Agreement for the following year. Choice Cottages reserves the right to vary the Pricing Structure and Owners Income guide and registration fees by up to 5% per annum on average and will inform me of any proposed changes in the charges with 60 days' notice.
- viii. Choice Cottages reserves the right to vary commission rates for the following year and will advise me prior to the Termination Date of any such changes

## 14. OWNER BOOKINGS

### Option A - All Year Holiday Let

May withdraw for the purpose of owner booking 6 peak weeks annually without incurring commission charges

### Option B - Six Summer Month's Holiday Let

May withdraw for the purpose of owner booking 4 peak weeks annually without incurring commission charges

### Option C - Six Month's Winter Let (Tenancy)

### Option D - Ten Peak Weeks Holiday Let

May withdraw for the purpose of owner booking 2 peak weeks without incurring commission charges

### Option E - Six Summer Peak Weeks Holiday Let

May withdraw for the purpose of owner booking 2 peak week without incurring commission charges

## 15. TITLE

I warrant that:

- i. I have a full legal title to the Property;
- ii. I have full legal authority from the registered proprietor to enter into this Agreement; and
- iii. There is no restriction of any kind prohibiting myself from entering into this Agreement; and
- iv. I will produce proof of ownership or authority to Choice Cottages on request; and
- v. I understand that I must advise Choice Cottages in writing prior to any change in ownership of my Property occurring; and I understand that this Agreement cannot be assigned or otherwise delegated or transferred or novated in whole or in part by me without the prior written consent of Choice Cottages. I acknowledge and agree that Choice Cottages may assign, delegate, novate or otherwise transfer this Agreement in whole or in part

## 16. GENERAL

- vi. This Agreement shall be governed by and constructed in accordance with the English law and in case of dispute myself and Choice Cottages irrevocably agree to submit to the exclusive jurisdiction of the English Courts, save in relation to enforcement when such jurisdictions shall be non-exclusive.
- vii. This Agreement shall be constructed without reference to any headings, which are included for convenience only.
- viii. This Agreement and any other attachments shall be read together as one contract and considered one document.
- ix. Any word or expression to which a specific meaning has been attached in any part of this Agreement or attachments shall bear such specific meaning wherever it may appear, unless the context requires otherwise.
- x. In this Agreement and any attachments the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
- xi. In this Agreement and in any attachments a reference to a statute shall include a reference to its statutory modification or re-enhancement for the time being in force, if applicable.
- xii. This Agreement supersedes all previous agreements, understandings, undertakings, statements and representations, whether oral or in writing, between myself and Choice Cottages in relation to the Property.
- xiii. Any clauses, which explicitly or by implication are intended to survive any such termination of this Agreement, shall survive any such termination thereof.
- xiv. I hereby warrant that I perform this contract in the course of my business and further warrant that I am not acting as a consumer for the purpose of any statute or otherwise.
- xv. No failure, delay, relaxation or indulgence on the part of myself of Choice Cottages in exercising or partially exercising any right or remedy under and pursuant to any term or provision of this Agreement shall operate as a waiver of any such right or remedy (including for Choice Cottages the right without limitation to secure the remedy of injunctive of other equitable relief such as specific performance, which may be available to choice cottages).
- xvi. Unless stated otherwise in this Agreement, any notice required or permitted to be given hereunder by either myself or choice cottages to the other shall be given to the address of the party receiving such notice as stated in this Agreement or as otherwise notified in writing by such receiving party.
- xvii. If any term or provision of this Agreement is held by any court of competent jurisdiction or governmental entity (whether central, local, federal, state municipal, regional, district or otherwise) or regulatory authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and myself and Choice Cottages each undertake in good faith to agree to and to replace such invalid or unenforceable provisions with wording which is valid and unenforceable and which most closely gives effect to the invalid and unenforceable provision.
- xviii. No addition or qualification to this Agreement shall be valid unless it has been issued and signed by duly authorised officers of both parties.
- xix. For the avoidance of doubt, where there is mention in this Agreement of charges and fees, which are, payable by myself to Choice Cottages, all sums due at the current and applicable rate at the time.

## 17. NON-RESIDENT LANDLORDS

If I am a resident overseas I hereby authorise Choice Cottages to retain tax at the current basic rate from my income from the Property and to pay this to the Inland Revenue quarterly under the Non-Residents Landlord Scheme unless I have completed form NRL1 and an Approval Notice has subsequently been received by Choice Cottages from the Inland Revenue Financial and Intermediaries Claims Office (F.I.C.O) to pay rentals to me gross.