



Agreement between Dorset Holiday Cottages Ltd, t/as Dorset Coastal Cottages (here after D.C.C) and Property Owner.

Please complete and sign this document so that we may proceed with the preparation of brochure artwork. We will return a photocopy for your records. It remains in place until terminated – see below and overleaf.

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| Name and Address of property owner Tel: Email: Mobile: | Address of Holiday property Post Code: Tel No. |
| <p>Bank Details (Payments will be made monthly direct to this account).</p> Bank name and Sort Code: Account name and number: | |

Terms of Agreement

D.C.C. act only as agent for the owner and in no other capacity; All letting contracts are between Owner and Hirer on the basis of the Booking Form applicable at the time plus Terms & Conditions of Hiring and Cancellation as set out in the current D.C.C. brochure.

1. D.C.C Responsibilities

- 1.1 D.C.C. will prepare drawings, photographs and descriptions of the property for entry into its brochure and website. Written descriptions will be submitted to the Owner for accuracy and approval. The description will make hirers aware of any unusual potential dangers at the property.
- 1.2 DCC will defend any claim brought by a Hirer arising from any misstatement or misrepresentation by D.C.C. employees.
- 1.3 No later than August each year D.C.C. will submit to the Owner suggested rents and advise the Owner of any change in commission rate(s) and renewal fees.
- 1.4 D.C.C. will advertise in publications or other media, selected at its sole discretion and use its best endeavours to let the property within the agreed period of availability.
- 1.5 D.C.C. will advise Owners and Housekeepers in writing of lets/Hirer details as they arise (plus email, if available) within seven days of confirmation. D.C.C. reserves the right to notify late bookings to the Owner and Housekeeper by telephone.
- 1.6 Once final or full payment is received D.C.C. will pay Owners all monies received for the hire of the property less commission, expenses and any refund. Usual trading terms of D.C.C. are for this payment to be made monthly within 7 working days of the end of the month. Deposits paid in advance by hirers will be retained in a separate account and remain there until payment is due.

2. TERMINATION BY D.C.C.

- 2.1 If the property is put up for sale, or for any other reasonable and substantial reason, D.C.C. retains the right to end this contract. The owner agrees to return to D.C.C. any prepaid rent.
- 2.2 D.C.C. may terminate this Agreement at any time for any reason, reasonable and substantial, by giving 30 days notice, in writing to the Owner. For fulfilled contracts D.C.C will pay to the Owner all monies received from Hirers, less its commission, expenses and any refunds, but may retain reasonable monies to cover any costs that may be associated with any dispute between the Owner and any Hirer. The owner agrees to return to D.C.C. any rent received for contracts not fulfilled.

2.3 D.C.C. may terminate this Agreement forthwith at any time if the Owner commits a material breach of the terms of his Responsibilities and fails to rectify such breach within 5 days (or as quickly as is reasonably possible using all reasonable endeavours to do so) of notification of such breach by D.C.C.

3. By signature below the Owner agrees to abide by the following terms and conditions.

- 3.1 I authorize D.C.C. to act as **sole agent** to obtain holiday lets for the property.
- 3.2 I agree to make my property available for a minimum of 13 weeks between April and October.
- 3.3 If I wish to occupy the property privately, I will contact D.C.C to check availability and confirm in writing or by email. I agree that any prior D.C.C. booking, even if unconfirmed, must have priority over such private occupation. Owner Bookings will be confirmed in the normal way.
- 3.4 I confirm that the facilities as advertised in the applicable D.C.C. brochure will be available to every Hirer.
- 3.5 **I confirm that the property, its furniture, fixtures and fittings:**
 - (a) comply in all respects with the law, are safe and are in full working order, to the best of my knowledge and belief. I will permit/arrange for any examination required by law by appropriately qualified persons to be at my sole expense and as soon as possible to carry out any alteration/repair required by them at my sole expense and in any event prior to further letting.
 - (b) will be examined thoroughly prior to the first letting; I will repair/redecorate/replace prior to first letting as per check-list provided to me by D.C.C. and subsequently as per the annual inspection check-list.
 - (c) will be regularly monitored and maintained in excellent condition and where appropriate be repaired or replaced during the letting period.
 - (d) If unavailable, in urgent cases, I authorize D.C.C. to incur expenses without my prior approval and that such expenses may be deducted from any monies owed to me from any letting of the property.
- 3.6 (a) I undertake to be responsible for cleaning the property to a high standard at the end of each let and to maintain the satisfactory condition of the property in accordance with Term 5 above.
(b) D.C.C. may assist in the appointment of a Housekeeper, however in this circumstance the Housekeeper is contracted to the Owner and standards of cleaning and property condition remain the responsibility of the Owner.
- 3.7 I agree and understand that while D.C.C. will take reasonable care in arranging the letting, D.C.C, will not be responsible for any damage or loss at the property caused by Hirers or their guests.
- 3.8 I agree to maintain Occupiers and Public Liability Insurance appropriate to the size of the property subject to a minimum of £2 million cover. D.C.C. acts only as agents and the Owner therefore indemnifies D.C.C. from any claim whatsoever, whether by neglect or default of the Owner or otherwise, including legal fees, including any claim arising from any failure to comply with the terms of Term 5 above, unless such claim arises as a result of the negligence or default of D.C.C. in which event this clause shall not take effect.
- 3.9 In the case of complaint from a Hirer, relating to 4, 5, and 6 above, D.C.C. will request that it be put in writing, will investigate/discuss the matter with the Housekeeper and Owner and pay any refund to the Hirer. D.C.C. is authorized at its sole discretion to make a refund to the Hirer if in its opinion it is reasonable and justified by the circumstances. Such refunds will be charged to the Owners Account.
- 3.10 I agree to take sole responsibility for any claims by any Hirer relating to performance of or/satisfaction with the house, furniture, fixtures, fittings and cleaning and for defending any legal action on these matters taken by the Hirer in respect of these matters. Detailed complaints procedure and Deposit handling is in the Owners Manual.
- 3.11 If I wish to terminate from this agreement I agree to:
 - (a) Telephone D.C.C. and immediately follow this call with written notification by Recorded Delivery.
 - (b) **Honour all D.C.C. bookings already in existence prior to notice of withdrawal.**
- 3.12 In the event of my termination of this Agreement (or where D.C.C. terminates the Agreement, see 2 previously) I agree to pay D.C.C. any final outstanding balance on my account.

I agree to the conditions above.

Signed (Owner)

Date

Signed (D.C.C.)

Date
