



Agreement between Dorset Coastal Cottages, Agent (hereafter 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.

Name and Address of property owner	Address of holiday property
Tel:	Post Code:
Fax:	Tel No:
Email:	
Mobile:	
Bank Details: Payments will be made monthly direct to this account.	
Bank name and Sort Code:	
Account name & number:	

Terms and Conditions as between Owners and Dorset Coastal Cottages (D.C.C.)

D.C.C. act only as agent; all letting contracts are between Owner and Hirer on the basis of the Booking Form plus Terms & Conditions of Hiring and Cancellation as set out in the D.C.C. brochure.

D.C.C. Commitment to the Owner.

1. D.C.C. will prepare drawings, photographs and descriptions of the property for entry into the brochure and website.
Written descriptions will be submitted to the Owner for approval.
2. **Annually D.C.C. will:**
 - (a) submit suggested rents.
 - (b) advise any change in commission rate(s) and renewal fees.
3. D.C.C. will advertise in selected publications and use their best endeavours to let the property within the agreed period of availability.
4. D.C.C. will advise Owners and Housekeepers in writing of lets as they arise, within seven days of confirmation.
Last minute bookings will be advised by telephone.
5. D.C.C. will pay Owners all monies received during the previous calendar month for the property less commission, expenses and any refund. This payment is usually made within 7 working days of the end of the month.
(For bookings prior to 8 weeks in advance, half the rent is paid as deposit; at 8 weeks to commencement the balance is paid). See Owners Manual for cancellation procedure.

Continued overleaf.

The Owner agrees to the following terms and conditions.

1. I authorise D.C.C. to act as **sole agent** to obtain holiday lets for the property.
2. I agree to make my property available for a minimum of 13 weeks between April and October.
3. If I wish to occupy the property privately, I will advise D.C.C. of my requirements for the following year, in writing by the end of September. For subsequent bookings I will telephone 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.
4. I confirm that the facilities as advertised in the D.C.C. brochure will be available to every holidaymaker.
5. **I confirm that the property, its furniture, fixtures and fittings:**
 - (a) comply in all respects with the law, are safe, and in full working order; I will permit/arrange for any examination required by law by appropriately qualified persons and immediately carry out any alteration/repair required by them before any further letting.
 - (b) will be examined thoroughly prior to the first letting; I will repair/redecorate/replace as per the annual checklist provided to me by D.C.C.
 - (c) will be regularly monitored and maintained in excellent condition and where appropriate be repaired or replaced during the letting period.
 - (d) In urgent cases I authorise D.C.C. to incur expenses without my prior approval.
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.
 - (b) Where D.C.C. undertakes the appointment of a Housekeeper they will use reasonable care, and conduct occasional inspections; the Housekeeper is employed by the Owner; standards of cleaning and property condition remain the responsibility of the Owner.
7. I agree and understand that while D.C.C. will take reasonable care in arranging the letting, D.C.C. will not be held responsible for any damage or loss at the property caused by hirers or their guests.
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. act only as agents and the Owner indemnifies D.C.C. from any claim, whether by neglect or default of the Owner or otherwise, including legal fees.
9. In the case of complaint from a hirer, D.C.C. will request that it be put in writing, will investigate/discuss the matter with the housekeeper and pay any refund to the Hirer. D.C.C. is authorised at their discretion to make a refund if in their opinion it is reasonably justified by the circumstances. If the refund is more than 20% of the rent it will be discussed with the Owner. Claims relating to booking systems are the responsibility of D.C.C. Claims relating to performance/satisfaction with the house, furniture, fixtures, fittings and cleaning are the responsibility of the Owner; any further legal action on these matters by the hirer will be defended by the Owner.
10. If I wish to withdraw 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.**

I agree to the conditions above.

Signed (Owner)

Date

Signed (D.C.C.)

Date
