

Licence to occupy—holiday cottage

2019

Nicholas Samuel

— and —

[*Licensee*]

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IMPORTANT: THIS LICENCE IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS LICENCE OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR OR CITIZENS ADVICE OR HOUSING ADVICE CENTRE.

THIS AGREEMENT is made on [date]

PARTIES

- (1) Nicholas Samuel whose registered office is at Samuel Estates 30, Watermill Way London SW19 2RT (the **Owner**) and
- (2) [licensee] of [address] (the **Licensee**)

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Commencement Date	means the date on which you book to start your holiday occupation of the Cottage];
Cottage	means the Owner's property known as Coast Cottage, 22 Riverside, Shaldon Teignmouth Devon TQ14 0DJ;
Departure Date	means the date on which your advance booking of the Cottage is due to end;
Deposit	means £100;
Holiday Period	means the period from 1500 hours on the Commencement Date until 1030 hours on the Departure Date;
Insurance Policy	means the Owner's insurance policy on the Property, a summary of the risks covered by and details of the insurer's requirements under which are attached to this Agreement;
Licence	means the licence to occupy conferred by this Agreement; and
Licence Fee	means the amount in £GBP that the Owner and the Licensee agree is to be paid for the Licensee's occupation of the Cottage for the Holiday Period, as detailed in the reservation request to which this licence is attached..

1.2 Interpretation

- 1.2.1 Where the Owner or the Licensee consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this Agreement and not just a proportionate part).
- 1.2.2 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 1.2.3 The clause headings do not form part of this Agreement and shall be ignored in its interpretation.

2 Nature of the agreement

- 2.1 The Licence is granted by the Owner to the Licensee for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties.
- 2.2 The Licensee shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

3 Licence to occupy

The Owner permits the Licensee to occupy the Cottage for the Holiday Period in return for the Licence Fee (payment of which is required in advance of the Commencement Date) and to use the furnishings, kitchen equipment, crockery, glasses, bedding and towels as set out in the inventory that is provided to the Licensee in due course.

4 Payment

- 4.1 The Licensee must pay the Licence Fee and the Deposit. If the Licence Fee and the Deposit are paid by cheque they must be cleared funds before the Commencement Date.
- 4.2 The Licensee must have vacated the Cottage, with all his family, friends, visitors and effects, by the end of the Holiday Period (that is to say 1030 hours on the Departure Date). Failure to do so will result in the Licensee being charged a further day's licence fee calculated proportionately by reference to the Licence Fee.
- 4.3 The Deposit will be held by the Owner or Owner's agent to be applied against the reasonable repair or replacement and cleaning of furnishings, kitchen equipment, crockery, glasses, bedding and towels damaged or soiled (otherwise than by usual wear and tear) during the Holiday Period by the Licensee or his family. The balance of the Deposit will be returned to the Licensee within 5 days of the Departure Date.

5 Keys

The Owner or the Owner's agent will issue to the Licensee **two** sets of keys to the Cottage on the Commencement Date and the Licensee must return them to the Owner or Owner's agent on the Departure Date. If the Licensee loses a key the Owner will replace it upon the Licensee paying the reasonable cost of having a replacement cut.

6 Licensee's obligations

The Licensee must:

- 6.1 keep the Cottage and the furnishings, kitchen equipment, crockery and glasses clean and in good condition and the bedding and towels in good condition and be responsible for repairing any damage;
- 6.2 not cause any damage to the walls, doors or windows of the Cottage;
- 6.3 not to have or allow any pet in the Cottage
- 6.4 not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises;
- 6.5 not do or permit any act that would invalidate or increase the premium payable under the Insurance Policy; and
- 6.6 comply with the regulations in the schedule and any other regulations notified to the Licensee in advance of the Holiday Period or as set out in a notice on the back of the front door of the Cottage.

7 Use

This Licence is personal to the Licensee. The Licensee must not use the Cottage except for the purpose of a holiday by the Licensee and the Licensee's family during the Holiday Period and not for any other purpose or longer period.

8 Owner's obligations

The Owner must:

- 8.1 allow the Licensee and his family enjoyment and use of the Cottage for the Holiday Period free of interruption except in emergency;
- 8.2 provide clean bed linen and towels, drying-up cloths, soap, lavatory paper, washing-up liquid, soap powder and cleaning materials as reasonably required during the Holiday Period.

9 Safety regulations

- 9.1 The Owner confirms that the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 9.2 The Owner confirms that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 have the appropriate CE marking.
- 9.3 If there is a gas supply to the Cottage, the Owner confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety certificate has been provided to the Licensee prior to this Agreement.
- 9.4 The Owner confirms that the Cottage is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order.

10 Early termination

This Licence may be determined before the end of the Holiday Period by the Owner without notice in the event of the Licensee being in material breach of the terms of this Agreement or if the Cottage becomes uninhabitable by reason of an event covered by the Insurance Policy. In the case of determination otherwise than by reason of the Licensee's default, the Owner shall return to the Licensee the appropriate proportion of the Licence Fee attributable to the then unexpired remainder of the Holiday Period.

11 Notices

Any notice to be served on the Licensee under this Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Cottage and shall be deemed to have been received upon the expiration of 24 hours after service.

12 Severance

If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

13 Jurisdiction

The Owner and the Licensee agree that this Agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

14 Contracts (Rights of Third Parties) Act 1999

This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

AGREED by the parties on the date of the Licensee's acceptance of the Owner's Booking terms and conditions.

THE SCHEDULE
THE REGULATIONS

- 1 The flowers and plants in the patio are not to be picked or pulled up.
- 2 The Licensee's car, motor cycle or other vehicle may only be parked in the parking space marked as allotted to go with the Cottage which is in the Doctors Surgery Forecourt opposite the Cottage and only be parked there on weekends, bank holidays and only from 5pm – 8am during the week. They must be moved outside these times so the Doctors can carry out their normal important business