

HOLIDAY LETTING AGREEMENT

This agreement (which also relate to our "General Booking Terms & Conditions" –see overleaf) is made on the date as found below the signature on the completed Glamping Pod Booking Form, between the owners, Mr J & Mrs K Howorth T/A Wern Farm Caravan Park, Tyn Y Groes, Conwy, LL32 8SY and the Guest(s) as per the details on the completed Glamping Pod Booking Form.

It is agreed that the Owners will let and that the Guest will take, the furnished Glamping Pod at Wern Farm Caravan Park, Tyn Y Groes, Conwy, LL32 8SY (the premises) for the time period set out on the booking form.

The guest agrees with the Owner as follows:

1. To ensure full payment is received before the commencement of the let.
2. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
3. The client shall take all reasonable and proper care of the property and its contents, furniture, pictures, fitting and effects in or on the property and leave them in the same state of repair and condition and in a clean and tidy condition at the end of the hire period as at the beginning. The client is responsible for all damage or breakages. We will charge for any breakages or for any additional cleaning that may be required.
4. Not to remove any of the furniture from its present position in the Premises.
5. To use the premises as a private holiday residence and not for any other purposes whatsoever.
6. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
7. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
8. Not to use the property for any illegal or immoral purposes.
9. Not to play or permit to be played on the premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the premises.
10. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
11. Not to smoke or permit smoking inside the Premises (this includes electronic cigarettes).
12. No naked flames to be ignited within the pod i.e. candles, tea-lights etc.
13. Any conditions that are not met will result in guests being asked to vacate the park immediately and without refund.

Liability

The owners have taken care to ensure that the property and its contents are safe and in good order. The Owners cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever other than that caused by the negligence of the Owner or their employees (whilst acting in the course of their employment).

Provisions and Declarations

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners at any time thereafter to re-enter the Premises or any part thereof.
2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
5. The terms and conditions of the Agreement become valid upon confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.