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# Durdle Door Holiday Park 2023 Sublet Agreement



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## Letting Agreement for the Hire of the Holiday Home

Please find enclosed the details for our subletting service for the 2023 season. If you wish to sublet with us, please complete the required information on Appendix C, and return these forms to us as soon as possible to enable us to complete an initial inspection of your Holiday Home.

### Letting

Holiday Homes will be considered for letting following an inspection of the condition of the Holiday Home. Should the holiday home require extra cleaning, maintenance or any other attention to bring it up to standard, this will need to be carried out before your Holiday Home can be considered for letting, and re-inspected before doing so.

When changing from “owner’s use” to a let, please ensure the Holiday Home is vacated strictly by **10am**. Our housekeeping team will clean your Holiday Home after “owners use”, and the cost of the clean will be deducted from your letting income at the end of the letting season. An “owners use” arrival day check-in is from **4pm**.

Should you wish to enquire whether your Holiday Home is booked for a specific date you can contact the Customer Care team who will be able to supply you with the current information at the time of your enquiry.

You will also be able to request additional dates for your own use through your Owners Portal Log in, under the sub-letting section.

Please do be aware that any existing bookings will take priority over requests for Owners Use and therefore this may not always be possible. Please be aware that visits to your Holiday Home during a changeover between guests are not permitted unless explicitly agreed.



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## Personal Belongings

Please be aware that no other items other than those specified on the inventory list (Appendix A) should be present in your holiday home for letting, and that any holiday home will not be considered for letting until any excess items have been removed.

Other items include any paperwork (except instruction manuals), DVDs and books, surplus cutlery and crockery and kitchen items, ornaments, clocks, cleaning products and chemicals, kitchen roll, artificial plants, blankets, throws, floor mats, your own bed linen, rugs, and so on. If you are unsure, please speak to a member of our Customer Care Team. Please note that should we find any other items in the Holiday Home during the letting period, these items will be removed and may be disposed of.

Durdle Door Holiday Park will not be responsible for any breakages or losses that occur whilst guests are staying in your Holiday Home or during cleaning, unless it is due to our negligence.

## Annual Testing and Certificates

Prior to letting, the following safety certification or checks must be completed:

- Safety items to be present as per the inventory list
- A visual check on all the electrical items for loose plugs and damaged wiring
- A visual check of the steps and any decking to the Holiday Home to assure that they are stable and safe.
- A valid copy of the Landlord's Annual Gas Safety certificate displayed in the boiler cupboard.
- Annual PAT testing on applicable appliances
- Annual Fixed electrical test

Please be aware that these safety checks must be valid for the entire letting period. If these expire during your letting period, these will be arranged on your behalf and billed to your account, unless we are advised otherwise. All of the above services can be arranged via our Customer Care Team.





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## Terms and Conditions of this Agreement

### Meaning of Expressions used in this Letting Agreement and Interpretation

*"Agreement Period"* means 1<sup>st</sup> March 2023 – 31<sup>st</sup> October 2023.

*"Holiday Home"* means the caravan holiday home described in Appendix C.

*"Commission"* means the monies deducted from the booking income for hiring out the Holiday Home on your behalf.

*"Hire/Hiring"* means the act of obtaining payment (whether in cash or in kind) for the use of the Holiday Home by persons, other than you.

*"Letting Periods"* means the periods detailed in Appendix C.

*"Licence Agreement"* means the agreement between us permitting you to station the Holiday Home at Durdle Door Holiday Park.

*"We/our/us"* means Durdle Door Holiday Park or a representative.

*"You/your"* means the Holiday Home Owner identified in Appendix C. Where there is more than one person described as the Holiday Home Owner in this Letting Agreement each is fully responsible for the obligations under this Agreement.

*"Gross Payment"* means the total monies paid in relation to a holiday including VAT.

*"Net Payment"* means the total monies paid in relation to a holiday less VAT.



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## The Agreement

The Holiday Home must comply with all statutory regulations including those relating to Health and Safety, Gas Installations, Electrical Appliances and Furnishing Regulations.

The Holiday Home must be equipped with a full inventory as set out in Appendix A. No additional items are to be included.

You are responsible for providing a minimum of an 8x4' decking platform with a gate and steps.

The Holiday Home shall be let in the same way and under the same conditions as those holiday homes owned and let by Weld 1994 Settlement. This includes the use of promotions and discounts that we may apply to accommodation bookings.

Weld 1994 Settlement will charge commission at a flat rate of 22% + VAT of the overall letting tariff.

A cleaning fee of £75 incl. VAT will be charged in respect of each letting.

In the event that the Holiday Home requires exceptional cleaning following a letting, Weld 1994 Settlement reserves the right to charge an additional cleaning fee.

Linen will be charged in respect of each letting, a charge of £28 including VAT for a 2-bedroom Holiday Home or £42 including VAT for a 3-bedroom Holiday Home.

Letting income will be held by us until the end of the agreement period, at which point you will receive a statement showing your letting income and all charges to be deducted, including commission, cleaning and linen. You have the option to have the remaining letting income paid to your nominated bank account, or to have it transferred to your Owners account with Weld 1994 Settlement.

Weld 1994 Settlement accepts no liability for any damage or injury caused to persons or their property in connection with any letting following this Agreement.

Weld 1994 Settlement shall have discretion to execute any repairs or replacements as soon as possible after damage occurs and shall charge you the cost of such repair or replacement. This shall apply to damaged equipment as well as to the Holiday Home itself. Where a matching replacement item as part of a set (i.e. a glass, plate or mug) cannot be provided, we reserve the right to replace the entire set at the owner's cost. In the event of substantial repairs or replacements every effort will be made to contact the Holiday Home Owner before the repair or replacement is executed. If it is deemed necessary guests will be allocated alternative accommodation if these repairs cannot be dealt with swiftly and any costs will be deducted from the monies received.



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You are required to produce a copy of appropriate insurance cover before letting commences.

The Agreement does not guarantee the letting of the Holiday Home for all or part of the Agreement Period.

Holiday Home exteriors including exterior walls, decking and skirting must be sufficiently clean and presentable at all times. Should the Holiday Home require an external clean the rates are as follows: Holiday Home and guttering £70 incl. VAT, decking or patio only £50 incl. VAT, Holiday Home plus decking £90 incl. VAT, shed only £8. We reserve the right to complete an exterior clean at any time, without prior notice, to be invoiced to you.

All relevant notices must be displayed within the Holiday Home at all times, such as fire and safety notices, Park rules and emergency contact details. These notices will be provided by the Park and must not be removed.





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## Our Obligations

We will be responsible for the marketing of your Holiday Home and arranging bookings. We can make no guarantee as to the number of hires or amount of revenue you can obtain during this Agreement.

Please be aware that the pricing schedule that is available on request is a guide to the booking prices. We reserve the right to amend pricing at any time.

We will market and hire the Holiday Home on the basis that:

We will account to you at the end of this Agreement for all letting income less sums which are lawfully and properly due to us under this Agreement which include:

- Commission - 22% + VAT
- Internal clean - £75 incl. VAT per letting
- Linen charge per letting, £28 incl. VAT for a 2-bedroom Holiday Home, £42 incl. VAT for a 3-bedroom Holiday Home
- Any other costs which have been incurred to us as part of the letting service

We are responsible for maintaining the shared facilities at Durdle Door Holiday Park as advertised to our guests, as well as providing the customer service to assist with all queries that may arise.

Durdle Door Holiday Park is responsible for ensuring that both the park rules, and the terms of the site licence are adhered to during the letting of the Holiday Home. Durdle Door Holiday Park shall handle any complaints that arise through the letting of your holiday home.



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## Your Obligations

Prior to participating in our sublet scheme, we respectfully remind you that any outstanding bills must be settled.

You agree with us as follows:

- To comply with the terms of this Letting Agreement and supply the inventory as stipulated in Appendix A.
- To not independently arrange hirings of your Holiday Home, without prior agreement with us.
- To ensure that the Holiday Home's condition is compliant with the terms of this Letting Agreement and ready for hiring.
- To ensure that the furniture and furnishings in the Holiday Home comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as well as any other relevant legislation.
- To insure the Holiday Home and its contents against all usual risks including fire, storm, flood, accidental damage and against third party liability for the duration of this Agreement. You must ensure that any insurance policy covers the sub-letting of the Holiday Home.
- To remove all personal items or additional inventory from the Holiday Home for the periods which it is available for let.
- To keep the Holiday Home in a good state of repair and in a clean and tidy condition both visually and structurally.
- To pay any losses we suffer as a result of your breach of this agreement.

We can supply complete inventories for your Holiday Home. Please enquire with the Customer Care Team for a price.





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## Termination of the Letting Agreement

The Letting Agreement may come to an end in any of the following ways:

- Because the Agreement Period has come to an end;
- By sale of the Holiday Home by you or by you losing ownership of it;
- By you losing the entitlement to site the Holiday Home on the Park;
- By either of us bringing this Agreement to an end if there is a breach of the terms of this Agreement which is so serious so as to cause a breakdown in our relationship.

## The consequences of termination of the Letting Agreement

Where this Agreement is terminated prior to the end date of this Agreement we will account to you for any monies made to the date of termination minus those charges which are lawfully and properly due to us which includes:

- Where this Agreement is terminated due to a breach of the terms by you, we will be entitled to recover any losses incurred as a consequence.



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## Appendix A

### Inventory

#### Per Holiday Home

Casserole dish  
Saucepans and lid (small/medium/large)  
Frying pan  
Baking tray (2)  
Oven roasting dish  
Grill pan & handle  
Mixing bowl  
Colander  
Chopping board  
Grater  
Glass measuring jug  
Microwave  
Kettle  
Toaster  
Washing up bowl  
Rubbish bin  
Mirror  
Door Mat

Tablespoons (2)  
Potato peeler  
Scissors  
Bread knife  
Sharp knives (2)  
Corkscrew  
Potato masher  
Bottle opener  
Spatula  
Serving spoon, slotted spoon  
Wooden spoon  
Tin opener  
Whisk  
Toilet roll holder  
Toilet brush per toilet  
Dustpan and brush

#### 6 per Holiday Home

Knives and forks  
Teaspoons  
Side Plates  
Tumblers  
Coat hangers (6 per bedroom)

Dessert spoons  
Dinner plates  
Bowls  
Mugs  
Wine glasses

#### Per Bed

Duvet  
Pillows and pillow protectors (4 per double, 1 per single)  
Mattress Protector

#### Additional

Fridge freezer  
Smoke alarm  
Carbon monoxide Detector x 2  
Fire Extinguisher with valid annual service  
TV with Freeview or Freesat  
Patio furniture or picnic bench to seat 4/6 according to the occupancy  
Instruction booklets for all appliances







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By signing and returning this agreement, you are consenting to letting your Holiday Home through the sublet management scheme offered by Weld 1994 Settlement according to the terms set out in this agreement.

By signing below you confirm that you are not VAT registered.

Name: .....

Signature: .....

Date: .....

Name: .....

Signature: .....

Date: .....

