

**TERMS OF BUSINESS  
HOLIDAY LETTING SERVICE**



**[www.southernbrook.co.uk](http://www.southernbrook.co.uk)**



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**Holiday Letting Service** – Southernbrook Lettings LTD provides a holiday letting management service to owners wishing to let their property on a short-term holiday letting basis. The standard fee for the management is taken as a percentage of the gross rent due for the period of the booking.

The Holiday Letting Service includes –

- Advising as to the likely nightly rate achievable in High Season and Low Season. These will be amended by Southernbrook Lettings accordingly to achieve the maximum number of bookings.
- Advertising and generally marketing the property through our holiday letting portals such as Airbnb, Holiday Lettings, Tripadvisor, Rightmove and Southernbrook Lettings own website.
- Accepting bookings on behalf of the landlord.
- Coordinating bookings with the guest to include check in details, general information and key safe access.
- Organising cleaning contractors before and in between bookings.
- Collect the booking payments and paying over to the landlord (normally within 5 working days of receipt) less any fees or expenses due. Payments will be made directly by bank transfer along with a detailed rent statement by email.

**All items and other expenses will be charged according to the scale of fees at the end of this agreement.**

1. The landlord is to provide the property fully furnished along with spare bedding and towels for the cleaners to change accordingly in between guests staying. The furniture needs to have fire safety labels visible.
2. The property is to have Wifi, Smoke Alarms, Carbon Monoxide Alarms, First Aid Kits and any other items suggested by Southernbrook Lettings upon a visit and review of the property.
3. Southernbrook Lettings will accept bookings on behalf of the landlord via our online accounts with Airbnb, Holiday Lettings, Trip Advisor and directly.
4. The landlord accepts the holiday letting agreement provided by the booking site which is signed by the guest before booking is confirmed.
5. The landlord is responsible for any general property maintenance including the garden, chimney sweeping and/or swimming pool.
6. The landlord is responsible for the payment of all utilities, council tax, TV license and wifi bills.
7. By law the property requires a Gas Safety Certificate, Energy Performance, Electrical Safety Certificate and PAT certificate for appliances. Costs for these are displayed in the scale of fees at the end of this agreement.
8. This Agreement may be terminated by either party by way of three months' written notice.
9. Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:
  - at a place which is not the Agent's office;
  - at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
  - without meeting face to face at all.

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the Landlord waives his right to cancellation by agreeing to the Agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

### **Notice of the Right to Cancel**

#### ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013***

The right to cancel only applies if the Landlord enters into an agreement with the Agent where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office.
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

#### **Information for Landlords:**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days after the day on which this contract was entered into.

To exercise the right to cancel, you must inform the Agent at *[Insert address, tel, fax and email]* of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### ***Effects of cancellation***

If you cancel this contract, the Agent will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which the Agent was informed about your decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, if you requested that the Agent begins the performance of services during the cancellation period, you shall pay an amount which is in proportion to what has been performed until you have communicated to the Agent your cancellation of this contract, in comparison with the full coverage of the contract.

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Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

**Cancellation Notice to be Included in Notice of the Right to Cancel**



## SCALE OF FEES

### HOLIDAY LETTING

	FEE	FEE INC VAT
MONTHLY MANAGEMENT FEE For Example Monthly Rent of £..... the fee would be £..... including VAT	22.5%	27%
ARRANGEMENT FEE	£295.00	£354.00
INVENTORY & CHECKOUT	See separate scale of fees below	
LAND REGISTRY SEARCH	£25.00	£30.00
GAS SAFETY CERTIFICATE	£110.00	£132.00
GAS SAFETY & BOILER SERVICE	£150.00	£180.00
ENERGY PERFORMANCE CERTIFICATE	£110.00	£132.00
ELECTRICAL SAFETY CERTIFICATE	£190.00	£228.00
LEGIONELLA RISK ASSESSMENT	£110.00	£132.00
PAT CERTIFICATE	POA	POA
MINIMUM FEE (Withdrawal)	£295.00	£354.00
SOLE AGENCY BREACH	£250.00	£300.00

FULL INVENTORY	FEE	FEE INC VAT
UP TO 2 BEDROOMS FURNISHED	£225.00	£270.00
3 BEDROOMS UN-FURNISHED	£255.00	£306.00
4 BEDROOMS UN-FURNISHED	£280.00	£336.00
5 BEDROOMS AND OVER	POA	POA

ADDITIONAL FEES – as required	FEE	FEE INC VAT
ANNUAL RENTAL STATEMENT	£45.00	£50.00
OVERSEAS LANDLORD NRL6 CERTIFICATE	£90.00	£108.00
KEY CUTTING	POA	POA
POST REDIRECTION	POA	POA

[ ] I/we consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period).  
See clause 15.5 above. Tick box if this applies.

[ ] I/we agree that my personal contact details and relevant information may be shared with trusted third parties as necessary (the Agent will not share any personal information with third party organisations for marketing purposes).

[ ] I/we confirm that we are the sole/joint owners of the Property.

### Property Address

#### Landlord Details (1)

Title: Mr / Miss / Ms / Mrs / Other: (please specify) \_\_\_\_\_

Forename: \_\_\_\_\_ Surname: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

#### Landlord Details (2)

Title: Mr / Miss / Ms / Mrs / Other: (please specify) \_\_\_\_\_

Forename: \_\_\_\_\_ Surname: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

#### Bank details to which rent payments are to be sent:

Bank Name:.....

Sort Code:.....-.....-..... Account No:.....

Beneficiary:.....

**IMPORTANT NOTICE:** Clients should carefully read and understand the above terms of business before signing

Signed by Landlord 1:..... Date: .....

Signed by Landlord 2:..... Date: .....

Signed by Agent..... Date:.....

#### Agent to complete:

**Proof of Ownership provided:** Mortgage Statement / Deeds / Land Registry Title (copies only).

**Identification:** Passport / Driving Licence (copies only).