

## CHOICE COTTAGES

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### A. About Choice Cottages

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Choice Cottages, established in 2000 offers exclusive self catering holiday cottage accommodation. We are an expanding family-run Holiday Letting & Rental Agent with agencies in many countries.

We have a growing portfolio, with hundreds of quality hand-picked self-catering holiday cottages for let across the West Country, achieving market leading levels of bookings and/or occupancy. Our friendly, knowledgeable team pride themselves in offering owners and guests alike a professional, quality and personal service.

At Choice, we lead with the simple principal of providing each owner and holiday maker alike with unrivalled personable service and attention. Our industry leading marketing strategy, online booking system, website, database and pricing structure, set Choice Cottages apart from the crowd, while our proven results in generating income for owners is second to none.

*We hope these pages and guide to self-catered holiday letting, will give you a good idea of how Choice Cottages works and how we aim to market your property.*

Owning a self catering holiday home to let or rent can be a dream come true, but it is undoubtedly an expensive outlay. Along with the purchase, renovation, decoration costs and mortgage costs; there are running costs to consider. Renting the property on a holiday let basis can assist you greatly in all of the above, giving you a favourable return on your investment, whilst allowing you to enjoy the use of your own holiday cottage.

While holiday letting is an excellent way to help cover costs and the income can be substantial and satisfying, choosing the right agency to represent you will ultimately determine how successful you are commercially. In addition, there are a few requirements to a successful holiday cottage let and these pages serve to help you generate the maximum income from your holiday home, with the minimum cost, inconvenience and time. Choice Cottages offers the best advice on how to Let or Rent your house - So for all your Holiday Cottage Letting needs - Speak to us today.

### B. Top reasons why Choice Cottages is the South West's leading agency?:

- ✓ Family run business
- ✓ 10+ years experience as an agency letting self catering holiday cottages
- ✓ Only 20% commission
- ✓ Centrally located offices across the region with extensive local knowledge
- ✓ Market leading bookings and occupancy rates
- ✓ User friendly website extensively optimised for search engine rankings
- ✓ Extensive web, print and social media marketing per property
- ✓ Quality national promotional campaigns throughout the year
- ✓ A fleet of branded Choice Cottages vehicles
- ✓ Dedicated expert property portfolio managers
- ✓ A large database of returning visitors and engaged holidaymakers
- ✓ Calls answered by local, friendly, approachable staff 365 days a year
- ✓ Best in class online booking system
- ✓ Complimentary professional photography and copywriting service
- ✓ Robust accounting, payments and reporting system
- ✓ Flexible approach: Unlike many agents, we are not prescriptive with your property
- ✓ Expert guidance from our team with years of commercial letting experience on behalf of owners and as owners ourselves

If you are looking for one-on-one guidance on buying or selling a holiday home from our friendly professional team then please do not hesitate to contact us to arrange an appointment at your convenience.

## C. Guide to successful holiday letting

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Owning a holiday home can be a dream come true, but it can be an expensive outlay. As well as the purchase, renovation, decoration costs and mortgage costs, there are running costs to consider. Renting or **letting** your house, cottage, apartment, bungalow or villa on a **holiday let** basis can assist you greatly in all of the above, whilst allowing you to enjoy the use of what is often your second home.

If you are a Holiday Home Owner and looking for guidance on buying or selling a holiday cottage rental or **holiday cottage letting**; then please contact us and we would be happy to give you comprehensive advice and insight into the industry.

Ultimately letting your **Holiday Cottage** is an excellent way to help cover costs and the income can be substantial and satisfying. There are a few requirements to a successful **Holiday Let** and this guide serves to help you generate the maximum income from your holiday home, with minimum hassle.

## D. Buying a self catering holiday cottage

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### ✓ Location Location Location!

A second home or holiday home let in a good location frequented by tourists can play an important role. As a rule of thumb, buying a 2nd home close to the coast will always prove to be a favourite with holiday makers. That said, we have found that by talking to our customers and understanding their needs; every person is different and many also look to get away from it all in the countryside.

### ✓ The personal touch

It is important to offer visitors a real home-from-home experience. Doing this will ensure the customer settles into the home and relaxes straight away. Avoid equipping your home with out-of-date second hand furniture, as many customers expect something more than they currently have in their own home. First impressions are paramount and, after a long drive and possibly being new to the area, there is nothing better than arriving to some fresh flowers, milk, tea and a Welcome Book with recommended attractions to visit and places of interest.

### ✓ Modern conveniences

A property with a well considered interior design that is well-equipped will be welcomed by guests. Holiday makers appreciate quality fixtures, fittings and furniture. All our properties include bed linen & utilities in the holiday cost. During these technologically advanced times, demand for WiFi availability, Satellite TV Packages and games consoles has significantly increased and is always a selling feature.

### ✓ Hot tubs and swimming pools

Though not at all a requirement, the latter may serve to increase the desirability factor of your Holiday Cottage let. Choice Cottages can assist you in the cost versus revenue benefits to purchasing hot tubs, building in pools or renovating existing structures.

### ✓ Children

Catering for children opens up your property to a wider audience. We have found that families are a big part of our database. Adding a selection of Toys, Games, DVDs and Books makes all the difference, especially if the weather is poor. Outside, it is worth considering a swing set or other equipment. If the children are happy, the parents are happy too.

### ✓ Pets

A large percentage of holiday makers like to travel with their pets, so by allowing dogs into your holiday home, you will open up your property to a larger audience. Guests are also charged extra for pets which is passed straight to you.

## E. Furnishing and Equipping your Holiday Cottage

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Use good quality, robust furniture and equipment that can be easily cleaned and will not be high maintenance. All furnishing should abide by gas and fire safety regulations and electrical items need to be PAT tested. It is very important to remember that the Holiday Home Let rental rates you can charge will reflect the standard of your furnishing and equipment. There will be inevitable wear and tear and occasional damages; as would happen in your main home, so avoid items that have personal significance.

**Living areas:** Comfortable, durable furniture is recommended, remembering that you are aiming to fill your second property for potentially 52 weeks a year. Ideally there should be sufficient seating to cater for the number of people you sleep in both the dining and living room areas. Sofa beds can be a good idea, as they extend the sleeping arrangements, though the latter will not be quoted as formal sleeping. If your property is on multiple levels, stairs gates are a necessity. Adding a Toy Box, a selection of Books and Board Games will always help to entice a visitor.

**Kitchens:** Other than the standard cooker, grill and oven, these should be equipped with a microwave, toaster, a dishwasher, (where possible), and ideally, a washing machine. A clothes dryer can also be very useful. Fridge and sufficient freezer space is important so that visitors can cater for their full week's stay. As a rule of thumb you should cater for at least double the maximum number that will stay in terms of cutlery, glass, china and kitchen utensils. Children's cutlery is always a nice touch. Appropriate pans, kitchen utensils, baking trays, coffee pots and tea pots are an obvious requirement. Breakfast bars, casual or formal seating encourage socialising during food preparation and where space allows, would be recommended. For young children, a high chair would be recommended.

**Bedrooms:** Beds and sofa beds should be good quality and comfortable. Ideally, there should be bedside tables and lamps, at least one hairdryer and ample hanging and storage space. Our team at Choice Cottages would be happy to work with you to configure the ideal bedroom set-up and combination of double beds, twins and bunks. The tariff band you will ultimately command will be largely dependent on the number of people you can sleep. Why not spend a night in each bedroom to check it out for yourself. For young children, you should supply a travel cot.

**Linen:** We recommend you have at least two sets of linen for every bed, to allow for same day changeovers. Also; have good supplies of tablecloths, kitchen cloths etc.

**Media:** More and more, visitors ask for WiFi. This is a chargeable extra, so installing broadband would be recommended. Additionally, FreeView, Sky or Virgin TV packages will make your property stand out. Though not a requirement, multiple TV's throughout the home will add value. To cater for entertaining or 'bad' weather, we would suggest that you consider a Games Console with a selection of games, DVD / BlueRay player, Sound System with CD / Radio and an iPod Dock.

**Flooring:** This should be hard wearing, low maintenance, not easily damaged and easy to clean. Wooden or tiled floors with rugs are a good idea, together with washable throws for soft furnishings. Avoid carpeting bathrooms, where possible.

**Making a house a home:** You should have a balance between making your house a 'home' with personal touches like artwork, books, vases, and ornaments but without filling the space with personal artefacts like family portraits. Try to create an atmosphere appropriate to the location and style of the holiday home. We recommend you allocate a storage area or cupboard where you can store your own personal things, or items with sentimental value. Keep the latter locked when you are away.

**Exterior:** Ideally your exterior spaces should be fenced off. This especially true if you are going to allow pets or to allow for the safety of young children. An outdoor entertaining area, (where possible), with appropriate table and seating is highly recommended, as is a Barbecue. If space allows, children's games, a swing set or climbing gym will help to sell your holiday let.

## F. Your financial objectives

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There are some fundamental questions you need to ask yourself before you go ahead with letting your **Holiday Cottage** with the aim of making money from your investment:

- ✓ What are your financial or Investment objectives with your Holiday Home?
- ✓ Do you want to maximise the commercial income from your investment or just cover the costs?
- ✓ How often do you want to holiday at your 2nd home yourself?
- ✓ Do you want to be there on certain set dates, or can you be flexible?
- ✓ Do you want to be there in the peak, summer holiday times (when the rates are highest?)
- ✓ Are you happy to have children, (and is your holiday home suitable?)
- ✓ Would you consider allowing the visitor in bringing a pet? (Many visitors holiday locally with their dogs.)
- ✓ What are you prepared to invest in terms of renovations, furnishings, appliances and the like?
- ✓ Will you do your own property management, or will you be employing a property manager?
- ✓ What price per week are you looking to achieve? (Choice's expert team will help decide this with you.)

You may have to make some compromises, but you should be clear in advance where you stand on these issues, as many other decisions flow from them.

### F.1 Costs:

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**Buying your Holiday Home** - It goes without saying that there are associated costs with purchasing and/or mortgaging your Cottage or second home for Holiday Let purposes.

**Signing on fee and commission** - To become part of our team you will need to agree to contract your property with us for one year as your sole letting agents. Our registration fee is £95 + VAT and our commission is 20% plus VAT on all bookings. Our annual renewal fee is £75 + VAT.

**Payment and booking process** - We deal with all booking and payment processes. We initially take a deposit from the customer and notify you of the full details of the booking and the details of the client. We also notify the Property Manager of the Booking Details on your behalf. We then take the remaining balance 8 weeks prior to the holiday. You will be paid monthly by electronic bank transfer on the 7th of each month for arrivals in the preceding month. We also send clients their booking information and arrival guidelines.

**Tax Due** - It may be that you will have to pay tax on the income from your Holiday Cottage Let. We could recommend you seek advice from a qualified accountant or tax specialist to clarify the potential costs, as well as the potential savings against income.

**Changeover Costs** - If you are going to employ a Property Manager rather than do the changeovers yourself, there will be costs associated for cleaning and linen. These costs will need to be negotiated with your Property Manager and will be largely dependent on the size of your property. Choice Cottages would be happy to supply you with a recommended list of Property Managers in your area.

**Utilities** - There will be the obvious costs around gas, electricity, water and council tax. There may also be additional costs for broadband, digital TV, garden services, upkeep and pool maintenance; depending on your property.

**Damages** - Although we can implement a Damage Deposit, you may incur damages from time to time, or will need to replace items due to natural wear & tear. For this you will need to take out insurance and/or budget for the replacement of appliances or the like on an annual basis.

## F.2 Income & Return:

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**Equity of your Holiday Cottage** - Dependent on the economic climate, it would be reasonable to expect that your Holiday Home Investment would increase in value and provide equity over time so that ultimately you make money from your second home. This is particularly true if you buy in recession-resistant Tourist hotspots.

**Booking Revenue** - Owners can enjoy considerable income from letting out their Holiday Cottages and dependant on the area and property size, this can more than cover your mortgage repayments. It is certainly not unheard of for Owners to use the surplus income from their Holiday Cottage to fund the purchase of an additional Holiday Home over time. Choice Cottages expert team will proactively work with you on the income potential of your home. Every property is different, but properties achieving in excess of 20 bookings per annum, will earn on average between £7000.00 (for a 1 bed property) to £50,000.00 (for a high-spec 6 bed property).

**Add to Basket items** - Items including Pets, WiFi, Travel Cot, High Chair, Beach Towels, Bath Towels, secondary Firewood Supply and where applicable, Hot Tub usage - are all Add to Basket Items for which you will receive the revenue and which will help offset your running costs. (*Note: Some Owners elect to include some or all of the Add to Baskets Items as Inclusive.*)

**Tax Deductions** - Many costs you incur, such as mortgage interest and our agency fees can be claimed against pretax earnings. We could recommend you seek advice from a qualified accountant or tax specialist to clarify the potential savings.

**Changeover Costs** - As the Owner of the property, you and/or your family and friends will benefit from Owner Bookings at your Holiday Home and for which you will 'pay' considerably less than you would have letting a Holiday Cottage or for a Hotel stay. (*Note: Choice Cottages do not levy a charge to the Owner for an Owner Booking. We are also very flexible as to the weeks you as the Owner reserve, provided there is not already a Booking in place and that you give Advance Notice.*)

**Cancellation Plan** - We implement a holiday Cancellation Plan, which is payable by the customer and will eliminate any financial loss to you if a holiday is cancelled. The scheme covers serious illness, bereavement or redundancy.

**Damage Deposit** - We can implement a Damage Deposit to a maximum of £100, which is payable by the customer on receipt of proof from the Owner and/or associated invoices relating to the damage. For larger damages, the Damage Deposit serves to assist in covering the Owner's Insurance Excess.

## G. Marketing & Advertising of your Holiday Cottage Let

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√ Our Website -

Choice Cottages Website attracts many thousands of unique visitors every day and we are proud of the ease of navigation and live availability it offers. We use Search Engine Optimisation (SEO), Social Bookmarking, Directory Listings and Marketing across many relevant or Affiliated Websites to attract new Holiday Makers and deliver Industry Leading Bookings.

#### **✓ Digital Campaigns -**

We have an in-house marketing team who produce and deliver effective advertising strategies using an up-to-date database of holiday makers and enquirers. We are proud of a large proportion of repeat business and are seeing more referrals each year; including an increasing international presence. To this end, we consistently run email campaigns to an engaged audience in target markets across the UK & Europe. These campaigns are dynamic to the prevailing economic environment, time of the year and what is going on in the area.

#### **✓ Print Media & Publications -**

Much of our holiday home advertising is targeted to attract new visitors as well as retaining our valued repeat customers. Our marketing spend is spread over all media areas, including traditional media such as newspapers, strategically selected magazines and brochures as well as local directories & publications. Responses are monitored and strategies are altered real-time in keeping with holidaymakers' booking trends. Carefully monitored and executed Leaflet Drops and Direct Marketing Campaigns are conducted at key times during the year.

#### **✓ Exhibitions & Conferences -**

We regularly attend specific Holiday Exhibitions and participate in local Festivals and Events to advertise our brand. This includes, but is not limited to the annual Gold Coast Festival in Croyde Bay. Choice Cottages also arranges an annual get-together for Owners as an opportunity to share ideas and celebrate the year past.

#### **✓ Online and custom brochures -**

At Choice Cottages we don't believe in spending unnecessary money on expensive hardcopy brochures. This, because properties are constantly changing, as will the facilities each individual property provides. By focussing on Digital Media, we have the ability to update properties real-time; whether it be adjusting an image to reflect the season, adding the new flatscreen TV you have just bought or adjusting your pricing to reflect the success of your property. None of this could be done with an annually produced publication and is also one of the reasons why Choice Cottages charges the lowest commission.

That said; we pride ourselves in providing potential holiday makers with bespoke personalised digital online brochures of properties specifically suiting their requirements - This publication is fully illustrated and will provide visitors up-to-date photos, descriptions, availability and prices - thus ensuring that however many times you change anything within your property, your description will be up-to-date. Lastly, we know the importance of the environment and aim to provide a quality service, whilst minimising environmental impact.

#### **✓ Free professional photography -**

A photo says a thousand words, so to ensure we show the highest quality photos of your property we commission a professional photographer at no extra cost to you. In addition Choice Cottages pays for quality "stock" imagery from relevant websites.

#### **✓ Free copywriting service -**

Our marketing team will look to write an enticing, accurate and appealing description and advert your property to enhance the level of bookings. (The write-up of your property along with the photos will be sent to you for approval prior to launch.)

#### **✓ Telephone Service & Online Booking Facility -**

We believe it is important to maintain the personal touch we are so proud of. We love to speak to our customers and all our bookings are checked by our bookings team. That said; many customers choose to Book Online and thus the progression to an industry leading Online Booking System, with live Availability has been favourably received by many visitors and operates 24/7, 365 days a year.

#### **✓ Analytics -**

We maintain an accurate Database of many thousands of customers, both potential and existing, and which allows us to pro-actively engage with the right Target Audience. We only mail subscribed customer and maintain the highest standards of ethics.

#### **✓ Location & Corporate Identity -**

We have Shop Fronts in all the key areas where we act as an Agent for Holiday Homes and are constantly seeking new premises as we grow. In addition; our fleet of 'Smart' Cars with prominent Logo's form a valuable tool and facilitate very high visibility throughout the region, throughout the year.

#### **✓ Local Knowledge -**

All our staff have years of local knowledge and many have grown up in the area. This is an invaluable tool when speaking to visitors; many of whom are eager to get local recommendations of where to go in the area during the course of their stay, along with any local events and hidden treasures.

#### **✓ Expertise -**

Self Catering Holiday Cottage Letting is what we eat, sleep and breathe 365 days a year. This has given us a wealth of experience, with more than 10 years in the business. Choice Cottages will happily visit you in person, should you wish to find out more about how we will market your property specifically. We will also proactively work with you on suggested tariffs, facilities and other relevant items to ensure the commercial success of your property.

#### **/ Service -**

Choice Cottages has invested substantially in administrative processes to facilitate accuracy and speed. Bookings are emailed within minutes of being confirmed and a copy is sent directly to you and your property manager. The highly trained, friendly sales team is always willing to assist visitors in finding the right property, using our local extensive knowledge. Sales calls are taken from 9am to 9pm for the convenience of visitors who wish to discuss in person their needs and from the comfort of their homes. All methods of payment are accepted making for an easier transaction process and we guarantee bookings are done efficiently.

## **H. Property Management Services**

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The Holiday Homes Management, cleaning, maintenance of the Property and dealing with Visitors, prior to, during and post departure are vital elements in offering a Self Catering Holiday Cottage Let. You are advised to make sure you have everything arranged in advance, for this is a key aspect of successfully letting your Holiday Home. Choice Cottages act as the Agent and not as the Property Manager, so it goes without saying that choosing your Holiday Cottage Management Services is a very important decision when launching your Holiday Home as a commercial Holiday Let. Should you require it; Choice Cottages would be pleased to assist in giving you a selection of recommended Property Managers from the local area.

#### **/ Cleaning and supplies -**

Every visitor rightly expects a spotless introduction to your Holiday Cottage. For this reason, the importance of clean holiday homes and regular maintenance, cannot be overemphasized. Each property should be thoroughly cleaned and all linen changed between every booking. It is always a nice touch, (though not a requirement), that essential supplies such as toilet rolls, soap and kitchen rolls are available when guests arrive. Similarly, guests will appreciate a kitchen store cupboard that contains basics like salt & pepper. Some Owners also go the extra mile and arrange an Arrival Pack with their Property Managers; which may contain some fresh foods like fruit, local produce, bread, tea, coffee and milk. You could also add various little touches like fresh flowers or a bottle of local wine - anything to make your Visitors feel welcome! If the rental is for more than a week, it is a good idea to insist that the property is cleaned and the linen changed every week. (Your Property Manager should liaise with the Visitor to arrange a mutually convenient time). Property Managers serve as the key relationship between the Visitor and the Owner during their stay and so it is highly recommended that you are upfront and clear with them as to your expectations and any associated charges.

#### **/ Deep Cleaning -**

We recommend that the property is deep cleaned at least twice a year. This may include, but is not limited to carpet cleaning, paint touchups, eaves, gutters, chimneys, skirting boards, bathroom and kitchen outlet traps, nooks and crannies and various other intense tasks.

#### **/ Contacts and Maintenance -**

Choice Cottages will supply Visitors with the telephone number and email address of the Property Manager 4 days prior to their Arrival. The Property Manager is the Visitors key contact if there is a problem or an emergency during their stay. The Property Manager should have an up-to-date list with an electrician, plumber and/or a general repair man, who is familiar with the property, and who will be able to come at short notice to make any urgent repairs that are required during the Visitor's Stay. Many Owners arrange a 'float' with their Property Managers to cover such eventualities and also for the day-to-day replacement of non-durable items like lightbulbs or crockery.

#### **/ Complaints & Queries -**

As the Agent, Choice Cottages will only act as facilitator between the Visitor and the Property Manager, who acts on behalf of you, the Owner. It is important that you have clear guidelines with your Property Manager as to how they deal with any complaint and when to escalate the problem to you. Unless the complaint specifically relates to the booking process or the manner in which Choice Cottages marketed or charged for the property, we will in most instances, refer the issue back to the Property Manager for resolution. In some rare instances, it may be that either the whole or part of the Booking will need to be refunded to the Visitor. This will be deducted from any Booking Income you have received on that specific Booking. Should the Visitor require moving to another Property due to unforeseen circumstances, Choice Cottages will work with you to enable a smooth transition for the Visitor. (Note: If the reason for moving the Visitor is due to an unresolvable situation at your property, such as the failure of a boiler for example, the money you would have received for the booking will be used to accommodate the Visitor at an alternative Holiday Cottage. If the fault occurs partway through the Visitor's stay, the Booking total will be apportioned to each Property on a pro-rata basis.)

#### **/ Damage -**

Should any damage to your Holiday Cottage occur during a Visitors stay, your Property Manager will need to provide written and photographic evidence, along with any relevant invoices, before we act on your behalf to recoup all or part of the Damage Deposit of £100 from the Visitor. Choice Cottages will only deduct a Damage Deposit to a maximum of £25 for 'extra /or deep' cleaning and only where there is clear evidence provided that the Visitor did not comply with the Departure Requirements sent to them in their Arrival Pack.

## I. Inventory

Each Self Catering Holiday Cottage Let is different, as is each Holiday Home Owner, but as a guide, Choice Cottages would recommend to Owners the following when Equipping your Holiday Home. Our expert team would be happy to work Cottage Owners on any specific requirements.

One per property	One per property	One Per Person (& two spare)	Household (initial supply)
Door mat	Rolling pin	Plate (large & small)	Toilet cleaner
Ice cube tray	Oven gloves	Tea cup & saucer	Hand soap
Electric kettle and toaster	Casserole dish & lid	Coffee mug	Disposal bags (small)
Coffee pot/Cafeteria	Pie dish	Cereal/soup bowl	Bin liners
Teapot, tea caddy and strainer	Large fruit dish	Tumbler	2 rolls lavatory paper
Saucepan & lid (large, medium & small)	Butter dish	Beer glass	Washing up liquid
Frying pan	Sugar basin	Wine glass	General purpose cleaner
Colander	Milk jug (large & small)	Egg cup	Dishwasher powder
Gravy boat	Water jug	Knife (table & dessert)	Washing machine powder
Oven roasting tray	Orange juice squeezer	Fork (table & dessert)	J cloths
Tray	1 Pint measuring jug	Spoon (dessert, soup & tea)	
Bread/Meat chopping board	Condiment set (2 pieces)		Miscellaneous
Salad bowl & servers	Meat plate	Per bed	Spare light bulbs
Bread bin	Washing up bowl	Bed linen	Clothes pegs
Cake baking tin and baking sheet	Pot scourer/dish	2 blankets & bedspread or 1 duvet	Washing line/drying facilities
Scissors	Bucket and Mop	2 pillows per person	Tea & hand towels
Tin opener	Dustpan & brush	1 under blanket / mattress protector	4 coat hangers per person
Grater	Broom and floor cloth		Torch
Corkscrew	Iron & ironing board	For the bathroom	Cottage Information folder
Bottle opener	Laundry basket and clothes ainer	Bath mat	Fire extinguisher and fire blanket
Potato peeler	Electric vacuum cleaner	Disposal bin	Dog Bowls (if

			applicable)
Garlic press	Hair-dryer	Mirror	
Whisk	Covered refuse container	Lavatory brush & container	For open fires or wood burners
Potato masher	Two per property		Coal scuttle
Fish slice	Mixing bowls or basins	Kiddy kit	Fire irons
Ladle	Vegetable dishes	Travel cot	Ash container
Small vegetable knife	Tablespoons	High chair	Fire guard
Bread knife	Dusters	Stair gate	
Carving knife (with sharpener) & fork	Dustbins	Children's Cutlery/ Crockery	
Wooden spoon	Flower vases	Toy Box (optional)	
Slotted spoon	Full set of keys		

## J. Insuring your Self Catering Holiday Cottage Let

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All holiday cottage home owners need to ensure that their homes have insurance for Public Liability as well as Buildings and Contents. It is important to specify to your Holiday Cottages Insurance Company that the house will be made available for Holiday Home Letting purposes. A damage deposit of £100 is held for each booking and as described on our [Financial Objectives](#) and [Property Management](#) pages. Our team at Choice Cottages are happy to work with you in recommending a suitable Holiday Lets Insurance Supplier.

## K. Health & Safety for Holiday Lettings

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**Complying with current holiday home regulations:** There are certain standard and requirements that need to be met when offering your Holiday Cottage for commercial Self Catering Holiday Letting purposes. The below serves as a guide only and you will need to keep abreast of current requirements. Choice Cottages will be happy to work with you in this regard.

### ✓ Furniture -

The Law requires furnished accommodation must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 and 1993). This applies to all upholstered furniture, beds, headboards, mattresses, sofa beds, cushions and pillows. It Does not apply to antique furniture or furniture made before 1950. See also | [Furnishing & Equipment](#).

### ✓ Electricity -

The Electricity at Work Regulations 1989 are extensive but particularly require all electrical systems in the property are maintained so as to avoid danger to all who use the premises. This applies to portable appliances as well as installation. Most insurance companies will assist on this.

### ✓ Gas safety -

From 1 June 2009, Gas Safe register replaces the Corgi as the organisation responsible for gas safety in Great Britain. you are responsible for the safety of your guests. The Gas Safety (Installation and Use) regulations 1998 requires annual testing of all gas appliances by the corgi registered installer and all records must be kept for 2 years.

### ✓ Risk assessments -

Carrying out a risk assessment is an important step in protecting your guest and your property management, as well as complying with the law. It helps you focus on the risks that really matter in your holiday cottage, the ones with potential to cause real harm, that means simple cheap and effective measures to ensure the safety of your guests. The law does not expect you to eliminate all risk, but you are required to protect people as far as 'reasonably practicable See | <http://www.communities.gov.uk>



#### **/ Fire safety -**

In 2006 the laws relating to fire safety in England and Wales changed as part of The Regulatory Reform (Fire Safety) Order. The changes made replaced the need for certificated, which have now been abolished and no longer have legal status See | <http://www.communities.gov.uk/fire/firesafety/firesafetylaw/> and/or visit <http://www.fire-risk-assessment-uk.co.uk>

#### **/ Accessibility -**

Disability Act - Any service provider who provides a service to the public in the UK, whether they charge for it or not, has duties under the Disabilities Discrimination Act (DDA). Service providers only need to make changes to layout, improved signage and information to disabled customers. It's about what is practical to the service providers individual situation and what resources they may have. You will not be required to make changes that are impractical or beyond their means. See | <http://www.direct.gov.uk>

#### **/ Property insurance -**

You will be required to have adequate Building & Contents Insurance plus Holiday Insurance which includes Public Liability cover. See our Owners section on Self Catering Holiday Home Letting [Insurance](#).

### **L. For your Visitors: Departure Checklist**

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As part of renting your holiday home within our overall guide showing - ' How to Rent my Home '; below is an example of what you will expect from your Visitors for when they depart your Holiday Cottage and in order to ensure smooth changeovers. A custom version of the below poster, with your Property Manager's contact details will be provided to display framed or laminated in a visible location within your Holiday Let:

#### **/ Trade Waste -**

- For health & safety reasons please bag up your refuse using strong black bags & place it in allocated bins.
- Please place Beer Cans, Wine, Cool drink and Water Bottles in the recycling tray or box.

#### **/ Linen/Laundry -**

- Please leave used linen and towels, (if hired), inside the bath or shower.

#### **/ Doors and windows -**

- Please ensure all doors and windows are closed and locked, every time you leave the property.
- Please ensure any garage doors are locked and secured.

#### **/ Heating And Electrics -**

- Please ensure all electrical equipment such as lights, electric showers, towels rails, heating and immersion heaters are switched off.

#### **/ Water -**

- Please ensure that all taps are tightly closed and not dripping.

#### **/ Outdoors -**

- Please ensure furniture and BBQ, where relevant and if used, are clean and stowed away.

#### **/ Cleaning -**

- Please clear fridge and freezer upon departure.
- Please clear microwaves, ovens and waste bins.
- Please remove all personal possessions, as well as perishables.
- Please leave the property to the standard you found it.

#### **/ Recycling -**

- There is a collection every [insert]\* morning.
- Please use the recycle bin to dispose of cans, wine, drink & water bottles.

#### **/ Arrival/Departure times -**

- Arrival time is 4pm on the first day of your holiday and departure time is 10am on the last day of your holiday.
- Please do not request an early arrival or late departure, since this will disturb and possibly prevent the delivery of changeover services.
- If you experience any problems with the property itself or hire products after arrival time, please call your property manager.

#### √ Lost Property -

- Upon your departure there will often be a team of people involved in preparing the property for the next intake, (including cleaning, laundry, garbage, garden, window and service delivery people). Thereafter a new set of visitors may soon arrive, by which time you will no longer enter the property. To avoid lost property, make sure you check the Holiday Cottage thoroughly before departure.

#### √ Anti-social behaviour -

- Please note that it is of utmost importance that respect is given to the neighbours and area regarding noise and/or any other sort of anti-social behaviour. Non-compliance to this can result in early termination of your stay.

#### √ Comments - Complaints and Compliments -

- Choice inspects all properties once a year and have the commitment from each owner that they will remain in the same order throughout, with the assistance of their individual property managers.
- Properties are maintenance hungry and when popular and heavily booked, things may go wrong. Please help us to help them. All constructive (positive and negative) feedback will be forwarded to the right person to resolve at the very earliest opportunity.

#### √ Contactable Hours -

- Your property manager is contracted to be on call from 4pm on arrival day until 10am on departure day. Please do not call them outside this time frame. In the event of an early departure, please inform your property manager.

**\*Note:** Choice Cottages retains the right to levy all or part of the damage deposit for infringement of the above conditions.

### M. Letting Options | Owner Bookings

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Unlike many Agents, at CHOICE Cottages we pride ourselves in offering Owners who have a holiday cottage to let or rent, variety and flexibility with the availability you choose to provide your primary or second home for Holiday Let purposes. As a 'rule of thumb' we have the following options available, but all options can be tailor-made to your specific needs or requirements.

#### Standard Options/Packages:

##### √ Option A: All year Holiday Let

Owner may withdraw 12 weeks, (of which 04 can be during peak weeks), without incurring commission

##### √ Option B: Six summer months Holiday Let

Owner may withdraw 08 weeks, (of which 03 can be during peak weeks), without incurring commission

##### √ Option C: Ten peak weeks Holiday Let

Owner may withdraw 02 peak weeks, without incurring commission

##### √ Option D: Six peak week Holiday Let

Owner may withdraw 01 peak week, without incurring commission

##### √ Option E: Other Holiday Let

By arrangement

### M.1 Conditions

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Choice Cottages believe that as the Owner of the Holiday Cottage we act as Agent for, you should have all reasonable access to enjoy your Holiday Home.

For this reason, we will accommodate Owner Bookings wherever possible and provided:

**✓ Visitor Rights:**

The week in question is not already booked.

**✓ Notice Period:**

You give us fair notice, so as to not incur unnecessary Marketing costs on our part.

**✓ Terms:**

Your Owner Bookings are for Personal use or that of Family & Friends and where you receive no Commercial gain. (All bookings where a fee is charged, will need to be done through Choice Cottages, as per our Terms & Conditions.)

**✓ Booking Confirmation:**

On confirmation of an Owner Booking, you and your Property Manager will receive a confirmed Owner Booking via email, with an Owner Booking Reference Number.

## **N. Our commission & fees**

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Choice Cottages offers a very competitive Commission & Fee structure with one of the lowest Commission rates in the Self Catering Holiday Home Letting industry:

✓ Our commission is 20% +VAT of the Gross amount the visitor pays

✓ Our registration fee is £95 + VAT

✓ Our annual renewal fee is £75 + VAT

✓ Optional Key Safe with Installation is £65

Please see our "[Marketing & Administration](#)" page for details of inclusive services we provide as well as our "[Why Choice Cottages](#)" page.

## **O. Contractual Commitments**

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We recognise that personal circumstances can change, therefore we renew our contract with you on an annual basis. Our commitment terms are as follows:-

**1. BOOKINGS**

- i. I appoint Choice Cottages to be my sole and exclusive agent to arrange on my behalf holiday bookings and handle cancellations of such bookings in relation to the Property. I confirm I will not commercially let the Property for those periods (including, for the avoidance of doubt, "Owner Booking Periods" and any other periods) in relation to which I have advised Choice Cottages that the Property is unavailable other than pursuant to this Agreement.
- ii. Subject to Clause 1(i), I understand and agree that if I wish to make the Property unavailable for bookings for any period (including, for the avoidance of doubt, the "Owner Booking Periods"), then I shall telephone Choice Cottages first to check whether a firm booking or a provisional booking has been made for the Property for that period. If the Property is available, Choice Cottages shall then book those dates for me and forward a confirmation letter (containing a booking reference number which I need to refer in any communication with Choice Cottages in relation to that booking). In the event of a dispute as to that availability of the Property I acknowledge that I must produce such Choice Cottages letter as evidence. I agree that if Choice Cottages has accepted a booking (whether firm or provisional) in relation to the property, then such bookings shall take priority and the Property shall be deemed unavailable to me and I further agree that Choice Cottages shall have no liability to me in such circumstances.
- iii. I agree to accept bookings from holidaymakers (through Choice Cottages as my agent) in accordance with the Booking Conditions as published by Choice Cottages brochure from which bookings are made. I acknowledge and agree that a contract exists between myself and the holidaymaker from the point in time that Choice Cottages, acting as my agent, accepts the booking on my behalf.
- iv. I agree that if, through non-compliance with Clause 1(ii) or any other term or provision of this Agreement or otherwise, the Property is unavailable for any holidaymaker who has booked the Property (whether this be a firm or provisional booking) or if the holidaymaker cancels a firm or provisional booking as a result of such non-compliance or if, as a result of such non-compliance that Choice Cottages cancels any firm or provisional bookings in relation to the Property in accordance with this Agreement or terminates this Agreement, then, without prejudice to any other rights or remedies Choice Cottages may have under and pursuant to any term or provision of this Agreement in respect of such breach, I shall be liable to repay Choice Cottages any monies already paid to me in relation to the Property and the relevant booking and to pay the relevant commission, any additional renting costs incurred by Choice Cottages should the holidaymaker accept alternative accommodation and, if necessary, any compensation claimed by the holidaymaker, together with an administration fee of GBP£50.00 (Fifty Pounds Sterling) per booking. In each case payment of such sums will be made by me to Choice Cottages within 21 days of notification to me of such liability.
- v. I understand and agree that if, through non-compliance with Clause 1(ii) above or any other term or provision of this Agreement or otherwise, the Property is unavailable for bookings during the Summer Season (save for the allowed owner Booking Periods), then without prejudice to any other remedy available to Choice Cottages I shall be liable to pay the relevant commission to Choice Cottages unless the start day of the relevant periods is within 14 days of the notification by me to Choice Cottages.

**4. PROPERTY DESCRIPTION**

- i. I understand and agree that I will be supplied with the Choice Cottages marketing or promotional literature in relation to the Property for my approval, which will describe the Property and specify the equipment, contents and facilities, which it shall offer ("Property Description"). I also understand and agree that I must confirm in writing that the Property Description is correct in all respect or amend the Property Description so as to accurately and completely describe the Property, its equipment, contents and facilities in the Choice Cottages marketing or promotional literature. In subsequent years, I understand that Choice Cottages will send me a copy of the Property marketing or promotional literature, which will reflect any changes that I have advised Choice Cottages of relating to the Property, its equipment, contents or facilities. If there are further changes required then I agree that I must confirm these in writing to Choice Cottages. If there are no further changes Choice Cottages will reproduce the Property Description.
- ii. In any event I warrant that no detrimental changes or withdrawal of facilities will be made to the Property, services and facilities detailed in the Property Description in the Choice Cottages marketing or promotional literature, save for reasons beyond my control. Where such changes are necessary or have otherwise occurred I shall give 12 months written notice to Choice Cottages (with all relevant details) and will, where relevant, use best endeavours to immediately make such changes to the Property, services and facilities, so as to ensure that the Property Description in the Choice Cottages marketing or promotional literature is accurate and complete. I shall indemnify Choice Cottages against any loss or damage suffered by Choice Cottages as a consequence of any inaccuracies and incompleteness in the Property Description in the Choice Cottages marketing or promotional literature in relation to the property in which I fail to notify Choice Cottages. This indemnity shall cover, but shall not be limited to, any fines and regulatory penalties that Choice Cottages suffers as a consequence thereof.
- iii. I warrant that any photographs, artwork or similar material provided by myself to Choice Cottages for inclusion in any Choice Cottages marketing or promotional literature or otherwise are free of copyright or any other restrictions on its or their use.

**3. STANDARD AND SAFETY OF ACCOMMODATION.**

- i. I undertake to present the Property in accordance with the Property Description, aired and warmed (if necessary) and in a perfectly clean, tidy and presentable condition for the arrival of each new holidaymaker and to give every assistance to the holidaymaker should problems arise during the holiday. I also undertake to maintain the Property to the standard of quality required by Choice Cottages. I further undertake to ensure at all times that the Property is entirely safe for use by holidaymakers and that all appliances and equipment provided inside or outside the Property are in good and safe working order (with instructions for use where appropriate) and that the water, gas and electric supplies are of an adequate and safe standard.
- ii. In addition I agree to comply with all the laws and regulations applicable to the Property, its contents, services and facilities whether in relation to use by holidaymakers or otherwise (including without prejudice to the generality of the foregoing local authority, health and safety, fire and electrical safety regulations)
- iii. If the Property is for sale, I confirm I will not display a 'For Sale' board at the Property nor arrange viewings for any periods in which holidaymakers are in occupation.
- iv. I agree that Choice Cottages shall be entitled to inspect the Property at any time giving prior reasonable notice and forthwith upon request by Choice Cottages I undertake to do whatever is necessary to bring the Property (including for the avoidance of doubt its fixtures, fittings, furnishings and/or interior and exterior decor) and its garden to the standard of safety and quality requested by Choice Cottages. Without prejudice to its rights under Clause 8 Choice Cottages reserves the right to refuse to accept any bookings for the Property until any request by Choice Cottages under this Clause 3 (iv) has been complied with.
- v. I undertake to inform Choice Cottages of any matters which are not apparent from the Property Description in the Choice Cottages brochure and which are likely to affect the holidaymaker's enjoyment of the Property and its immediate locality as soon as I become aware of such matters. Following any such notification by me, Choice Cottages in its absolute discretion shall have the right to cancel any existing bookings (whether firm or provisional) in relation to the Property and/or to refuse any future bookings in relation to the Property and without prejudice to any other rights and remedies Choice Cottages may have under and pursuant to any term or provision of this Agreement Choice Cottages shall be entitled to recover from me any monies paid to me in respect of existing bookings (firm and/or provisional) and any sums recoverable under the provisions of Clause 1(iv).
- vi. I confirm that I will not do anything to interfere with any holidaymaker's quiet enjoyment of the Property of the periods for which the holidaymakers in general are in occupation.
- vii. I agree to display in, on or at the Property any material of a reasonable quantity that Choice Cottages requests, but as a minimum to display and make available for holidaymakers the Visitor's Book, duly completed and kept up to date.

**4. HOLIDAYMAKER COMPLAINTS**

- i. I understand and agree that I will deal with any complaints made in relation to the Property by holidaymakers arising from my failure to comply with Clause 2 or 3 above or from any failure to comply with any other term or provision of this Agreement or otherwise and that I shall be liable to pay its costs in this regard (including solicitors' cost) and in addition any of the sums recoverable under the provisions of Clause 1(iv).

**5. INSURANCE**

- i. I agree to take out and maintain throughout the duration of this contract, Comprehensive Property & Contents Insurance and Public Liability Insurance appropriate to commercial letting of self-catering properties and my obligation under this Agreement to the value of GBP£2,000,000.00 (Two Million Pounds Sterling). I acknowledge that Choice Cottages reserves the right to refuse to accept any bookings for the Property until evidence of such cover has been produced to Choice Cottages.

**6. OWNERS INDEMNITY TO CHOICE COTTAGES**

- i. Subject to Clause 6 (ii), I understand that Choice Cottages shall not be responsible or liable for loss (including loss of profit), damage or injury (whether direct, indirect or consequential), howsoever arising whether arising from breach of contract, tort, breach of statutory duty or otherwise caused to the Property or to any person occupying the Property and I therefore agree to indemnify and keep indemnified Choice Cottages from and against such loss, damage or liability and legal fees and costs incurred by Choice Cottages. I hereby permit Choice Cottages in its absolute discretion to deduct any sums due to its pursuant to this Clause from monies which it holds on my behalf and which are due to me.
- ii. Nothing in this Agreement shall exclude a party's liability for death or personal injury arising from that party's negligence.

**7. TERMINATION OF AGREEMENT BY THE OWNER**

- i. I understand and agree that I must give 12 months notice in writing to Choice Cottages, if I do not wish my property to appear in the Choice Cottages marketing or promotional literature in the next Year and if I wish to terminate this Agreement without further liability to Choice Cottages. If written notice is not received in accordance with this Clause, then the Agreement shall automatically continue and the Property description of the Property will be entered into the Choice Cottages marketing or promotional literature for the next Year.
- ii. I understand that in the event that I terminate the Agreement after the Termination Date then such termination shall take effect subject to both Clauses 7 (i) and this Clause 7 (ii) and I agree that I shall pay a sum of GBP£500.00 (Five Hundred Pounds Sterling), by way of liquidating damages as compensation to Choice Cottages for Choice Cottages irrecoverable marketing and promotional costs, and loss of revenue. If this Agreement covers more than one Property, then such liquidated damages shall be payable by me to Choice Cottages on a per Property basis.
- iii. I understand and agree that any notification of termination of this Agreement by me must be made in writing and sent by first class recorded delivery post or delivered by hand to Choice Cottages registered office address. If delivered by hand, such notification shall be considered served at the moment of delivery. If sent by post, such notification shall be considered served 48 hours after posting.
- iv. If I terminate this Agreement in the next Year in accordance with Clause 7 (i), then I understand that no charges and/or fees will apply, providing that I have complied with the termination requirements under Clause 7 (i) and Clause 7 (iii) and that I fulfil all my continuing obligations for the Year for which I am already contracted, in particular but without limitation those obligations contained in Clauses 9 (i) & 9 (ii)

#### 8. TERMINATION OF AGREEMENT BY CHOICE COTTAGES

- i. I acknowledge that Choice Cottages may terminate or suspend this Agreement at any time in whole or in part by providing notice to that effect in writing to me.
- ii. Choice Cottages may at any time without prejudice to any other right or remedy it may have under and pursuant to any term or provision of this Agreement and without notice terminate this Agreement if I am in breach of any of my obligations hereunder. In the event of such termination, I agree that I shall not be entitled to submit a claim for any loss.
- iii. I acknowledge that Choice Cottages shall be entitled to terminate this Agreement forthwith by notice in writing if I am adjudged insolvent or bankrupt or shall be unable to pay my debts as they fall due or if I make an assignment for the benefit of my creditors generally or have a receiver appointed in relation to any of my Property or assets (including the Property) or if I discontinue or abandon or dispose of the whole or a substantial part of my business (or the Property) or shall have a petition granted or a resolution passed for its or my winding up other than purposes of amalgamation or reconstruction, or a notice is issued convening a meeting for the purpose of passing any such resolution.
- iv. Any termination or suspension pursuant to this Clause shall not affect the accrued rights to Choice Cottages.

#### 9. CONSEQUENCES OF TERMINATION

- i. In the event of there being outstanding firm and/or provisional bookings at the time of any termination of this Agreement, I acknowledge that Choice Cottages shall be entitled to oblige me to honour such bookings and the terms of this Agreement shall continue to apply in that regard. I hereby acknowledge that as a consequence I therefore cannot sell the Property and cannot give vacant possession of the property until all obligations arising from such bookings have been satisfied.
- ii. I understand and agree that if the outstanding firm and/or provisional bookings referred to in Clause 9 (i) are not honoured by me, without prejudice to any other right or remedy available to Choice Cottages under and pursuant to any term or provision of this Agreement, I shall be liable to pay Choice Cottages all monies under the provisions of Clause 1 (iv) within 21 days of notification to me by Choice Cottages of such liability.
- iii. Subject to the clauses 9(i) and 9 (ii), in the event of a termination of this agreement Choice Cottages shall be entitled to:
  - a. Cease advertising the Property and remove from any of the Choice Cottages marketing or promotional literature;
  - b. Be irrevocably authorised as my agent to cancel all existing firm and/or provisional bookings without any liability to me for any loss.
- iv. In the event of termination of this Agreement pursuant to Clauses 8 (ii) or 8, Choice Cottages shall be further entitled to:
  - a. Recover from me all sums recoverable under the provisions Clause 1 (iv) within 21 days of notification to me by Choice Cottages of such liability.
  - b. Recover a sum of GBP250.00 per booking (Two Hundred and fifty Pounds Sterling) by way of liquidated damages as compensation to Choice Cottages as irrecoverable marketing and promotional costs and loss of revenue. If this Agreement covers more than one Property, then such liquidated damages shall be chargeable by Choice Cottages on a per Property basis.
- v. In the event of termination of this Agreement:
  - a. I shall not be entitled to continue to represent that I am associated or connected with Choice Cottages or use any logos, trade names or trademarks of Choice Cottages.
  - b. I shall immediately return to Choice Cottages in a good clean condition all property of Choice Cottages.
  - c. I shall immediately pay on demand any monies due to Choice Cottages under pursuant to any term or provision of this Agreement, subject to Clauses 9 (ii) and 9 (iv)(a) where I shall be required to make payment within 21 days of notification by Choice Cottages to me of any liability.

#### 10. FORCE MAJEURE

- i. I understand that both Choice Cottages and myself shall be excused performance of our respective obligations under this Agreement where circumstances amounting to the Force Majeure occur for as long as such circumstances last and affect contractual performance. For the purpose of this Agreement "Force Majeure" shall mean unusual and unforeseeable events beyond the control of the party seeking to rely on them including but not restricted to war, threat of war, civil strife, natural of nuclear disaster, fire, epidemics, terrorists activity, governmental action, acts of God and all other events of a like or similar nature.
- ii. I understand that both Choice Cottages and myself shall only be able to rely on Force Majeure after taking all practical steps to remedy the cause of Force Majeure.
- iii. Notice shall be given of Force Majeure as soon as possible after it arises together with sufficient details thereof and progress reports shall be supplied regularly or otherwise when requested.

#### 11. CONFIDENTIALITY - DATA PROTECTION ACT 1998

- i. I agree to keep confidential the terms and conditions of this agreement and all matters and information (in all media and whether written, oral or otherwise) arising therefore or passing between parties in relation hereto, including all information concerning holiday makers.

**12. REGISTRATION FEES**

- i. I understand that an annual registration fee is payable for each property, and that this fee will be deducted from the statement remitted to me by Choice Cottages after 1<sup>st</sup> September in each preceding year.

**13. CHOICE COTTAGES COMMITMENT TO OWNER**

- i. Choice Cottages undertakes to advertise in carefully selected media at appropriate times throughout the year.
- ii. Choice Cottages will place details about the Property and the Property description in the Choice Cottages marketing or promotional literature, which Choice Cottages in its absolute discretion, considers to be suitable. In the unlikely event in the approved Property Description being reproduced incorrectly in the Choice Cottages marketing or promotional literature due to the fault of Choice Cottages, Choice Cottages shall have no liability to me other than to place the correct Property Description in the next suitable Choice Cottages marketing or promotional literature.
- iii. Choice Cottages will programme the Property into its computerised booking system to ensure that the Property is available for bookings for all vacant weeks.
- iv. Choice cottages will collect all rents from the holidaymaker and process payment instruction to me on the 7<sup>th</sup> of each month for all holidays, which have commenced within the previous month. A statement will be issued and will be emailed to me by the 7<sup>th</sup> day of each month. This will account for all holidays, which have commenced within the previous month. In relation to each booking, Choice Cottages will deduct commission at the rate of 20% plus VAT (together with any other sums which it is legally and contractually entitled to deduct) from the payments received by it from holidaymakers and shall forward the balance to myself. Cottage rentals shall be in accordance with the Pricing Structure and Owner's Income Guide provided.
- v. Subject to Clause 6, Choice Cottages will take reasonable steps to vet holidaymakers, and will not be liable for any loss or damage suffered by me as a result of any act or omission of any holidaymaker at the Property or of any person in occupation of the Property as a result of letting.
- vi. In no circumstance does Choice Cottages guarantee the number of bookings to be obtained for the property
- vii. Choice Cottages undertakes to advise me prior to the Renewal Date of any material changes to the Pricing Structure and charges, registration fees and the Terms and Conditions of the Agency Agreement for the following year. Choice Cottages reserves the right to vary the Pricing Structure and charges by up to 5% per annum.
- viii. Choice Cottages reserves the right to vary commission rates for the following year and will advise me at the time of the Renewal Date of any such changes.

**14. OWNER BOOKINGS**

**Option A:** All year Holiday Let

Owner may withdraw 12 weeks, (of which 06 can be during peak weeks), without incurring commission

**Option B:** Six summer months Holiday Let

Owner may withdraw 08 weeks, (of which 04 can be during peak weeks), without incurring commission

**Option C:** Ten peak weeks Holiday Let

Owner may withdraw 02 peak weeks, without incurring commission

**Option D:** Six peak week Holiday Let

Owner may withdraw 01 peak week, without incurring commission

**Option E:** Other Holiday Let

By arrangement

**15. TITLE**

I warrant that:

- i. I have a full legal title to the Property;
- ii. I have full legal authority from the registered proprietor to enter into this Agreement; and
- iii. There is no restriction of any kind prohibiting myself from entering into this Agreement; and
- iv. I will produce proof of ownership or authority to Choice Cottages on request; and
- v. I understand that I must advise Choice Cottages in writing prior to any change in ownership of my Property occurring; and I understand that this Agreement cannot be assigned or otherwise delegated or transferred or novated in whole or in part by me without the prior written consent of Choice Cottages. I acknowledge and agree that Choice Cottages may assign, delegate, novate or otherwise transfer this Agreement in whole or in part

**16. GENERAL**

- i. This Agreement shall be governed by and constructed in accordance with the English law and in case of dispute myself and Choice Cottages irrevocably agree to submit to the exclusive jurisdiction of the English Courts, save in relation to enforcement when such jurisdictions shall be non-exclusive.
- ii. This Agreement shall be constructed without reference to any headings, which are included for convenience only.
- iii. This Agreement and any other attachments shall be read together as one contract and considered one document.
- iv. Any word or expression to which a specific meaning has been attached in any part of this Agreement or attachments shall bear such specific meaning wherever it may appear, unless the context requires otherwise.
- v. In this Agreement and any attachments the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
- vi. In this Agreement and in any attachments a reference to a statute shall include a reference to its statutory modification or re-enhancement for the time being in force, if applicable.
- vii. This Agreement supersedes all previous agreements, understandings, undertakings, statements and representations, whether oral or in writing, between myself and Choice Cottages in relation to the Property.
- viii. Any clauses, which explicitly or by implication are intended to survive any such termination of this Agreement, shall survive any such termination thereof.
- ix. I hereby warrant that I perform this contract in the course of my business and further warrant that I am not acting as a consumer for the purpose of any statute or otherwise.
- x. No failure, delay, relaxation or indulgence on the part of myself or Choice Cottages in exercising or partially exercising any right or remedy under and pursuant to any term or provision of this Agreement shall operate as a waiver of any such right or

remedy (including for Choice Cottages the right without limitation to secure the remedy of injunctive or other equitable relief such as specific performance, which may be available to choice cottages).

- xi. Unless stated otherwise in this Agreement, any notice required or permitted to be given hereunder by either myself or Choice Cottages to the other shall be given to the address of the party receiving such notice as stated in this Agreement or as otherwise notified in writing by such receiving party.
- xii. If any term or provision of this Agreement is held by any court of competent jurisdiction or governmental entity (whether central, local, federal, state municipal, regional, district or otherwise) or regulatory authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and myself and Choice Cottages each undertake in good faith to agree to and to replace such invalid or unenforceable provisions with wording which is valid and unenforceable and which most closely gives effect to the invalid and unenforceable provision.
- xiii. No addition or qualification to this Agreement shall be valid unless it has been issued and signed by duly authorised officers of both parties.
- xiv. For the avoidance of doubt, where there is mention in this Agreement of charges and fees, which are, payable by myself to Choice Cottages, all sums due at the current and applicable rate at the time.

**17. NON-RESIDENT LANDLORDS**

- i. If I am a resident overseas I hereby authorise Choice Cottages to retain tax at the current basic rate from my income from the Property and to pay this to the Inland Revenue quarterly under the Non-Residents Landlord Scheme unless I have completed form NRL1 and an Approval Notice has subsequently been received by Choice Cottages from the Inland Revenue Financial and Intermediaries Claims Office (F.I.C.O) to pay rentals to me gross.