

CHOICE BOOKINGS LTD, trading as CHOICE COTTAGES

WEB: www.choice-cottages.com

EMAIL: info@choice-cottages.com

HEAD OFFICE: Choice Bookings Ltd, The Square, Braunton, Devon, UK, EX33 2JQ

A.i Owner Bookings | Options

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

A.ii Owner Bookings | Conditions

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 the Contractual Commitments.)

✓ 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.

B. Our commission & fees

Choice Cottages offer a very competitive commission & Fee structure with one of the lowest commission rates in the self-catering holiday letting industry:

✓ Our commission is 20% (*negotiable*) of the gross amount the visitor pays, including any add to basket items, (e.g. pets and hot tubs).

✓ Our registration fee is £95

✓ Our annual renewal fee is £95

C. Contractual Commitments

We reserve the right to review the terms and commitments with you on an annual basis, including prices and rates of commission, subject to market forces.

Our contractual terms are as follows:

1. BOOKINGS

- i. I appoint Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 GBPE50.00 (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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages reserves the right to refuse to accept any bookings for the Property until any request by Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages may have under and pursuant to any term or provision of this Agreement, Choice Bookings Ltd, trading as 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. I acknowledge that Choice Bookings Ltd, trading as Choice Cottages reserves the right to refuse to accept any bookings for the Property until evidence of such cover has been produced to Choice Bookings Ltd, trading as Choice Cottages.

6. OWNERS INDEMNITY TO CHOICE BOOKINGS LTD, trading as CHOICE COTTAGES

- i. Subject to Clause 6 (ii), I understand that Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages from and against such loss, damage or liability and legal fees and costs incurred by Choice Bookings Ltd, trading as Choice Cottages. I hereby permit Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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£250.00 (Two Hundred and fifty Pounds Sterling), by way of liquidating damages as compensation to Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 BOOKINGS LTD, trading as CHOICE COTTAGES

- i. I acknowledge that Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages under and pursuant to any term or provision of this Agreement, I shall be liable to pay Choice Bookings Ltd, trading as Choice Cottages all monies under the provisions of Clause 1 (iv) within 21 days of notification to me by Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages.
 - c. I shall immediately pay on demand any monies due to Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages to me of any liability.

10. FORCE MAJEURE

- i. I understand that both Choice Bookings Ltd, trading as 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 or 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 Bookings Ltd, trading as 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. RENEWAL FEES

- i. I understand that an annual renewal fee is payable for each property, and that this fee will be deducted from the statement remitted to me by Choice Bookings Ltd, trading as Choice Cottages after 1st September in each preceding year.

13. CHOICE BOOKING LTD, trading as CHOICE COTTAGES COMMITMENT TO OWNER

- i. Choice Bookings Ltd, trading as Choice Cottages undertakes to advertise in carefully selected media at appropriate times throughout the year.
- ii. Choice Bookings Ltd, trading as Choice Cottages will place details about the Property and the Property Description in the Choice Cottages marketing or promotional literature and approved affiliates, which Choice Cottages in its absolute discretion, considers to be suitable. In the unlikely event the approved Property Description is being reproduced incorrectly in the Choice Cottages marketing and promotional literature or approved affiliates 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 Bookings Ltd, trading as Choice Cottages will program the Property into its computerized booking system to ensure that the Property is available for bookings for all vacant weeks.
- iv. Choice Bookings Ltd, trading as Choice Cottages will collect all rents from the holidaymaker and process payment to reach me by the 20th of each month for all holidays, which commenced within the previous month. A statement will be issued and will be emailed to me by the 15th 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 your agreed rate, (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.
- v. Subject to Clause 6, Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages guarantee the number of bookings to be obtained for the property
- vii. Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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

CONDITIONS

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 Bookings Ltd, trading as Choice Cottages, as per the Contractual Commitments.)

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.

COMMISSION & FEES

Our commission is 20% (negotiable) of the gross amount the visitor pays, including any add to basket items, (e.g. pets and hot tubs). Subject to 13.vii and 13.viii

Our registration fee is £95. Subject to 13.vii and 13.viii

Our annual renewal fee is £95. Subject to 13.vii and 13.viii

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 Bookings Ltd, trading as Choice Cottages on request; and

- v. I understand that I must advise Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages. I acknowledge and agree that Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 me and Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages).
- xi. Unless stated otherwise in this Agreement, any notice required or permitted to be given hereunder by either myself or Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 me to Choice Bookings Ltd, trading as 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 Bookings Ltd, trading as 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 Bookings Ltd, trading as Choice Cottages from the Inland Revenue Financial and Intermediaries Claims Office (F.I.C.O) to pay rentals to me gross.