

## **Agreement for a short term holiday letting During the time of the COVID-19 Pandemic**

THIS AGREEMENT is made BETWEEN

Corina R. F. Buckwell of Upper Lodge, The Broyle, Lewes, Sussex ('the Landlord') and  
You ('the Tenant')

### **PARTICULARS**

**The Deposit:** 50% of the Rent due for the Term upon booking.

**The Balance:** 50% balance of the Rent is due twenty one days prior to commencement of the Term.

**Security Deposit:** £200.

**The Property:** One self-contained cottage known as THE TACK BARN, UPPER LODGE.

**The Rent:** £120 - £150 per night depending on season (dates as defined on website).

**The Term:** the number of nights agreed on booking, minimum one week, arrival from 4pm, departure by 11am

### **DEFINITIONS AND INTERPRETATION**

#### **Definitions**

In this agreement:

**'the Contents'** means the furniture and other items set out in the attached inventory which are let with the Property under this agreement;

**'the Term'** means the period for which the Property is let under this agreement, including any subsequent period when the Tenant remains in the Property or extension or continuance of that period by law.

### **HOLIDAY LETTING**

This agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9. The Tenant acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the determination of the Term.

### **AGREEMENT TO LET**

The Landlord agrees to let and the Tenant agrees to take the Property with the Contents for the Term at the Rent.

### **COMPLIANCE WITH AGREEMENT**

The Tenant and the Landlord agree with each other to comply with the requirements of this agreement.

### **RENT AND INTEREST**

#### **Obligation to pay**

The Tenant must pay the Rent, less the Deposit already paid, not later than fourteen days prior to arrival. Note that:

- **If cancelling more than 21 days ahead, the deposit is forfeit and lost**
- **If cancelling less than 21 days ahead the deposit and balance are both forfeit and lost**

## **CONDITION OF THE PROPERTY**

### **The Landlord's obligations**

The Landlord must comply with the Landlord and Tenant Act 1985 Section 11 as to his responsibility for repairs in the Property.

### **Alterations**

The Tenant must not damage or injure the Property, make any addition to the Property, unite the Property with any adjoining premises, or make any alteration to the Property or to the services or service media in the Property.

### **Contents**

The Tenant must maintain the Contents and keep them in good condition, must make sure they are not damaged and must not take any of them away from the Property.

### **Blocking of pipes**

The Tenant must keep the service media inside or only serving the Property free from obstruction and the lavatories properly cleaned.

## **RIGHTS OF ENTRY**

The Tenant must allow the Landlord, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Tenant as reasonably practicable and making good any damage caused to the Property and the Tenant's property for the following purposes:

- to view the state and condition of the Property and the Contents;
- to carry out any repairs that are necessary by virtue of the Landlord's responsibilities under this agreement; or
- by law or to any adjoining property that can only be carried out by having access to the Property.

## **APPEARANCE OF THE PROPERTY**

The Tenant must not erect any poles or masts or display any sign on the Property or install any cables or wires outside it or allow anyone under his control to do so.

## **DEALINGS**

This agreement is personal to the Tenant. The Tenant must not assign, sublet or part with or share possession of the Property or any part of it.

## **USE AND NUISANCE**

### **Residential holiday use**

The Tenant must use the Property for the purpose of a private holiday residence for a maximum of two adults (and if by prior arrangement one infant under 12 months old on commencement of the Term) only and not for any other purpose nor any overnight guests.

### **Nuisance**

The Tenant must not do anything on the Property that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owners or occupiers of adjacent or neighbouring property.

### **Auctions, trades and immoral purposes**

The Tenant must not use the Property or allow it to be used for any auction sale, any dangerous, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any commercial activity on it.

**Pets**

The Tenant must not keep or allow any animal, bird or reptile at the Property except, with the Landlord's prior written consent.

**Noise**

The Tenant must not allow noise from any machine or equipment to be heard outside the Property in such manner that may cause a disturbance after 2200 hours or before 0800 hours on any day.

**Smoking**

The Tenant must ensure there is strictly no smoking, vaping, burning incense or other substances either inside the Property or within the immediate proximity. A breach of this provision will forfeit the Deposit towards the costs of additional upholstery cleaning and elimination of odours.

**COSTS OF ENFORCEMENT**

The Tenant must pay the Landlord's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to or incidental to recovery or attempted recovery of arrears of rent or other sums due under this agreement.

**GIVING BACK POSSESSION AT THE END OF THE TERM****Giving back possession**

The Tenant must hand over to the Landlord all keys by 1100 on the date the Term ends and give vacant possession of the Property and the Contents back to the Landlord clean, tidy and in accordance with the provisions of this agreement, and with the various items of furniture and other items left in the places in which they were situated at the beginning of the Term.

During the Covid-19 Pandemic as determined by the World Health Organisation the Tenant will additionally comply with Landlord's reasonable instructions concerning linen, waste and leaving the property in a fit state for the safety of the Landlord and staff.

**COVID-19 Cleaning & Lockdown**

For bookings made while the Coronavirus Act 2020 ("the Act") is in force (per section 89 (1) of the Act, including any extension or substantive re-enactment thereof) the Landlord intends to follow the cleaning guidelines for preventing the spread of COVID-19 the following will apply.

The Tenant shall, with utmost good faith disclose to the Landlord if they or any person they are aware of staying at or visiting at the Property have, in the period commencing 21 days prior to the Term until its end suffered any symptoms associated with Covid-19. In the event of such declaration, or the Landlord having other reasonable grounds to suspect that the Tenant or any of their guests were infected with Covid-19,

In the event of the Tenant not vacating the Property at the end of the Term for any reason whether directly or indirectly connected with Coronavirus, such as but not limited to becoming quarantined, the Tenant's status will become that of tenancy on sufferance and the Tenant will indemnify the Landlord for any additional costs incurred to delay the arrival of and to compensate a subsequent Tenant.

In the event the Landlord delays commencement of the Term under this Agreement on account of a prior guest triggering Lockdown or other steps reasonably taken preventing the spread of COVID-19 the Landlord will endeavour to contact the Tenant to discuss and suggest alternative options, but in no circumstances will the Tenant be entitled to any damages or compensation other than a refund of for the number of nights so delayed and lost.

### **Force Majeure**

In case of any Act of God or other circumstance beyond the control of the parties which they cannot overcome through reasonable and diligent efforts that has an impact on their ability or willingness to perform the contract before commencing the Term, including for example but without limitation disease, pandemic, fires, floods, earthquakes, tsunamis, wars, terrorist attacks, strikes, civil unrest, government embargo, travel ban or restriction imposed by any private or public body, the Tenant remains liable payment of Rent including any Deposit or Balance.

### **Items left**

The Tenant will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the Term. The Landlord will remove and store the items for a maximum of one month. The Landlord will notify the Tenant that this has been done at the Tenant's last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining they will remain the Tenant's liability.

### **NON-DISTURBANCE**

The Landlord must permit the Tenant peaceably to hold and enjoy the Property during the tenancy created by this agreement without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

### **INSURANCE**

#### **The Landlord's obligation to insure**

The Landlord must keep the Property and the Contents (but not the Tenant's personal property) insured against damage or destruction by fire and other usual risks for the full cost of rebuilding and reinstating the Property and replacing the Contents unless the insurance is rendered void or made invalid by any act of the Tenant or anyone under his control.

#### **Suspension of rent**

If the Property or any part of it is damaged by any risk against which it is insured so as to be unfit for occupation the Rent, or a fair proportion of it, shall be suspended until the Property, or the affected part, is fit for occupation. This provision does not apply where payment of the insurance money is wholly or partly refused because of any act or default of the Tenant or anyone under his control.

#### **Tenant's obligations as to insurance**

The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord in relation to the Property and the Contents may become void or voidable or invalidated or by which the rate of premium on the policy may be increased.

#### **Landlord's further insurance obligations**

Upon reasonable request of the Tenant, the Landlord must provide a summary of the risks covered by the policy of insurance of which the Tenant needs to be aware.

### **RECOVERY OF POSSESSION**

#### **Events concerned**

The Landlord's rights under this clause if and whenever during the Term:

- the Rent is unpaid for 5 days after becoming due, whether formally demanded or not;
- there is a breach by the Tenant of any obligation or other term of this agreement; or
- the Property is left unoccupied for more than three days continuously otherwise than by prior agreement with the Landlord.

#### **Application for possession**

If and whenever during the Term any of the events referred to in this clause occurs, the Landlord may commence proceedings to obtain a court order to recover possession from the Tenant and re-enter the Property subject:

- in the case of unpaid rent to the Tenant's right to relief on payment of the arrears and costs; and
- in the case of a breach of any obligation other than to pay rent, to his obligations to serve notice on the Tenant specifying the breach complained of, requiring its remedy if it is capable of remedy, and requiring the Tenant to pay compensation in any case, and to allow the Tenant a reasonable time to remedy a breach that is capable of remedy.

### **Effect of order for possession**

On the making of a court order for possession the tenancy created by this agreement shall cease absolutely, but this shall not affect any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of this agreement, including the breach in respect of which the possession is ordered.

### **VAT**

The Rent is not currently subject to VAT.

### **LANDLORD'S DETAILS**

The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 Sections 47 and 48 that the name and address of the Landlord is Corina R F Buckwell or Upper Lodge, The Broyle, Lewes, Sussex in the United Kingdom that she is the receiver of rent.

### **SECURITY DEPOSIT**

#### **Payment**

The Tenant must pay the sum referenced in the Particulars ('the Deposit') to the Landlord as a non refundable deposit to be held by the Landlord to secure the letting. The Landlord also requires an additional £250 security deposit on the payment of the final balance to be held by her until the end of the Term as security towards the Tenant's liability for adherence to these terms and towards any damage or breakages and any other sums that may be due from the Tenant to the Landlord under this agreement.

#### **Coronavirus / Covid-19 clause**

The Tenant shall, with utmost good faith disclose to the Landlord if they or any person they are aware of staying at or visiting at the Property have, in the period commencing 21 days prior to the Term until its end suffered any symptoms associated with Covid-19. In the event of such declaration, or the Landlord having other reasonable grounds to suspect that the Tenant or any of their guests were infected with Covid-19, the Landlord will consider if in her reasonable discretion if it is appropriate to lock down the Property for 72 hours before re-entering, in which case an additional "Lockdown" charge of three nights will become due and the Tenant will indemnify the Landlord for any additional costs incurred to delay the arrival of and compensate a subsequent Tenant.

In the event the Landlord delays commencement of the Term under this Agreement on account of a prior guest triggering Lockdown or other steps reasonably taken preventing the spread of COVID-19 the Landlord will endeavour to contact the Tenant to discuss and suggest alternative options, but in no circumstances will the Tenant be entitled to any damages or compensation other than a refund of for the number of nights so delayed and lost.