**rentz uk ltd and www.visitclacton.co.uk**

**OWNER TERMS AND CONDITIONS**

This document informs you of the additional terms and conditions on which you may make use of the Website as an Owner advertising a property/properties on the Website. For the purposes of this document, “Owner” can also mean ‘Agent’ who, at the Owner’s request, is acting on behalf of an Owner.

Please read these, the Owner Terms and Conditions, in addition to the Terms of Use and Privacy Policy thoroughly and consult the Glossary at the bottom of this document to understand the relevant terms. By advertising a property on the Website, you indicate that you have read these documents and accept the terms and conditions they contain.

If there is an inconsistency between any of the provisions of these additional Owner Terms and Conditions and the Terms of Use or Privacy Policy, the provisions of the Owner Terms and Conditions shall prevail.

All Owners benefit from the following:

* Advertising and Marketing Services offered by Rentz. This will include advertising on the Website and direct mailing to previous Bookers.
* Advertising/marketing carried out by Rentz through other websites/other online vehicles/ Media.
* Booking administration services including but not limited to enquiry, booking and refundable security deposit management and card processing.
* The Owner can direct enquiries to their property on the Website from third party sites or to Rentz using the email [enquiries@visitclacton.co.uk](mailto:enquiries@visitclacton.co.uk).
* Login details to the Booking System used by Rentz so Owners can easily keep track of all bookings taken by Rentz.
* Nomination of one additional person to receive booking notifications (by email). This might be, for example, a cleaner, housekeeper or property manager.
* Free no-obligation quotes for Gas Certificates/PAT Testing/Other Legal or Best practice checks and Property Maintenance Services.

The Owner can choose one of two options:

**1. Flexible**

* Rentz will advertise the Property/Properties on [www.visitclacton.co.uk](http://www.visitclacton.co.uk),
* The Owner can choose to integrate the Property calendar with booking capability from the Website in to their own existing website.
* There is no minimum or maximum number of weeks that the Owner can choose to advertise on the Website and these can be amended at any time prior to a provisional or confirmed Booking being notified by Rentz to the Owner.
* The Owner can choose to benefit from additional services offered by Rentz excluding cleaning and laundry services.

**2. Freedom**

* Rentz will advertise the Property/Properties on [www.visitclacton.co.uk](http://www.visitclacton.co.uk),
* Rentz will advertise the Property/Properties on [www.holidaylettings.co.uk](http://www.holidaylettings.co.uk)
* The Owner can choose to integrate the Property calendar with booking capability from the Website in to their own existing website.
* There is no minimum or maximum number of weeks that the Owner can choose to advertise on the Website and these can be amended at any time prior to a provisional or confirmed Booking being notified by Rentz to the Owner. However, periods that are not advertised should be for Owner Stays only. All bookings that are not for the sole use of the Owner or Owner’s family must come through Rentz and the necessary commission chargeable.
* Rentz will advertise all weeks except those designated as “Owner Stays”. The Owner agrees that all bookings will be carried out through Rentz.
* The Owner can choose to benefit from additional services offered by Rentz including cleaning and laundry services.
* Owners can benefit from ongoing free support using the experience of Rentz and its team in all their self-catering holiday home projects from guidance on regulations and insurance, through planning and interior design to maximising Bookings. No-obligation quotes are provided for the work to be carried out and are subject to a small charge if accepted.

**Commencement of the Agreement**

Rentz will offer a free no-obligation meeting with the Owner. The representative of Rentz will answer any questions the owner may have.

An inspection of the Property/Properties is required and this may take place during the first meeting if held at the Property/Properties or at a subsequent meeting.

Before commencement of the Agreement, the Owner must provide Rentz with the following:

* Evidence of Identify
* Evidence of ownership of the Property/Properties or authority to offer the Property/Properties for holiday accommodation by the Owner
* A recent bank statement of the account you wish Rentz to pay into. The bank account should be in your name (a joint account is acceptable) and show your home address.
* Evidence of bespoke holiday accommodation insurance or adequate alternative insurance with confirmation from the insurer that the Property/Properties are covered by the insurance policy if let on a holiday accommodation basis.
* A valid Gas Safety Certificate and evidence of Electrical Inspections.
* An electronic copy of at least three photos of the property.
* A Property Details Form fully and accurately completed including details of all facilities and services relating to the Property/Properties.
* A signed copy of the Owner Agreement

An Agreement will not commence until Rentz is satisfied that the Property/Properties is/are acceptable for the purpose of offering as holiday accommodation. A representative of Rentz will sign the Owner Agreement and send a copy to the Owner to indicate the commencement of the Agreement.

Rentz reserves the right to deem, without providing a reason, any Property unacceptable for the purpose of offering as holiday accommodation on the Website. Rentz reserves the right to refuse, without providing a reason, the commencement of an Agreement.

**ADVERTISING AND MARKETING**

**Advertising on the Website**

The information provided on the Property Detail form and other content submitted by the Owner to Rentz will be used by Rentz to provide content for the Website. The Owner is responsible at all times for the accuracy of the Property Detail and other content provided. Content on the Website and must inform Rentz within 24 hours of publication if any element is misleading or inaccurate.

The Property Detail and any further content will be accepted on the understanding that:

* The Owner owns or has the necessary licences, rights and consents in writing in and to any content that you submit for inclusion in the Website and you will provide to Rentz evidence of all such licences, rights, consents and permissions if Rentz so request
* The content the Owner submits is the Owner’s original work and has not been copied wholly or substantially from a third party
* The Owner’s content is accurate, complete and true
* The Owner complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.

The Owner to indemnify and keep Rentz indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by us arising out of or in connection with any one of the following:

* Any failure by the Owner to obtain the necessary licences, rights and consents in and to any content that the Owner submits to the Website
* Any claim by a user or any third party in connection with or resulting from the content, including any claim that the Content infringes the intellectual property or other proprietary rights of a third party;

Rentz reserves the right to remove from our site without notice and at Rentz sole discretion any Content in respect of which Rentz have received notification that such content infringes, or may infringe, the intellectual property rights or privacy rights of a third party or breaches a duty of confidentiality to a third party.

**Advertising on Third Party websites**

Rentz reserves the right to advertise the Property/Properties on other websites and use the Property Detail provided and content on the Website to advertise the Property / Properties. The content will be drawn from the Property Detail Form or subsequent content provided by the Owner in writing and therefore the Owner is responsible at all times for the accuracy of the content displayed on third party sites in as far as it relates to that information on the Property Detail Form or otherwise provided in writing.

Any fees or charges for listing or taking bookings through other websites will be paid for by Rentz.

**Rentz Obligations**

Rentz undertakes and agrees with Owner at all times during the term of the Agreement:

* To use reasonable endeavours to promote and let the Property with reasonable skill and care to negotiate, conclude and enter into contracts for the letting of the Property in the name of and on behalf of the Owner
* To comply with all reasonable and lawful instructions of the Owner from time to time concerning the promotion and letting of the Property,
* Keep an accurate and up to date record of all lettings in respect of the Property and provide the Owner with such up to date list of bookings on request. This includes only the information necessary for satisfactory preparation of the Property/Properties for the stay.
* Save as contemplated by this Agreement, not to act in a way which will incur any liabilities on behalf of the Owner, nor to pledge the credit of the Owner.

**The Owner Obligations:**

* To ensure the Property/Properties are available for booking by Rentz in line with the terms of the Agreement.
* To provide Rentz with up to date contact numbers and email addresses and other relevant contact details for use by them.
* To notify Rentz immediately by phone and in writing if the Owner is no longer the legal Owner or otherwise no longer has the authority to provide the Property/Properties for holiday accommodation.
* To inform Rentz immediately by phone and in writing if the Property is unavailable at any time because of fire, flood, storm, damage to the Property or any other reason beyond the Owner’s control. To immediately give notice to Rentz and indemnify Rentz (see Indemnity section) and where possible to honour obligations to Bookers
* To notify Rentz in writing, as soon as it is practicable, of any changes to the Property Details including any proposed sale of the Property and/or any proposed renovation and/or proposed refurbishment works carried out on the Property
* To ensure the Property/Properties, facilities and services conform to the Property Details provided.
* To ensure the Property/Properties and facilities are in a satisfactory condition during the Booking. In this regard, the Owner shall maintain and carry out such repairs as may be necessary to keep the Property/Properties and such facilities available in a good and safe state and suitable for the holiday accommodation.
* To provide to Rentz an emergency contact number which will be given to the Booker and Guests for use in an emergency during their stay.
* To ensure suitable arrangements are in place in relation to changeover management and property management.
* To ensure all legal checks are carried out in good time and to provide evidence to Rentz upon request.
* To make the Property/Properties available to the Guests during the period of the Booking. Unless otherwise agreed in writing this will be from 4pm on the Arrival Date to 10am on the Departure date.
* To allow an authorised representative of Rentz to inspect the Property at such time as may be mutually agreed upon providing the Owner written notice of no less than 7 days or such shorter period as the Owner may agree.
* To ensure the property confirms with all health and safety laws and regulations, and that a copy of up to date certificates are in the property and provided to Rentz
* To pay all utility bills to ensure that the utility supplies are not disconnected during the booking,
* To obtain all necessary licences including a television licence.
* Immediately inform Rentz if any mortgage, utility or other bills, charges or payments on the Property/Properties are overdue which could result in the unavailability of the Property/Properties or other inconvenience to a Guest,
* To keep the Property/Properties insured with a reputable insurance company. The policy should be a policy specifically for holiday accommodation or it must be adequate alternative insurance offering appropriate levels of cover and confirmation from the insurer that the Property/Properties are covered if let on a holiday accommodation basis. The policy should include insurance against breach of contract, negligence, public and/or occupiers liability on the part of the Parties which results in death or personal injury to the Booker or Guests and/or damage to Property/Properties belonging to the Booker or Guests while staying at the Property. Adequate insurance is deemed to be at a minimum level of £1,000,000 (one million pounds)
* To undertake to perform any contracts entered into on its behalf by Rentz under this Agreement using reasonable care, skill and diligence and in accordance with the standards of a Reasonable and Prudent Property Letting Operator.
* To deal promptly and efficiently with any complaint, dispute and/or dissatisfaction by the Customer in relation to the Property, the facilities and such other services provided by the Owner and to inform Rentz immediately.
* To inspect or to arrange the inspection by the Owner’s Manager, of the Property/Properties promptly after each letting and contact Rentz by phone and in writing within 48 hours of the completion of the Booking if there is any reason why the Refundable Security Deposit should not be returned
* To comply with all applicable data protection legislation, including the Data Protection Act 1998, and shall indemnify Rentz for any penalty, loss, damage, legal cost and/or sanctions against Rentz as a result of the Owners breach of any such data protection legislation which is connected to the Owner’s obligations under this Agreement.
* To agree to act at all times in its relations with Rentz dutifully and in good faith and not to bring Rentz into disrepute.

**Availability of the Property**

It is a requirement of your advertising contract with Rentz that your availability calendar accurately reflects the availability for the advertised property at the time the calendar is updated. Misrepresentation of availability of the advertised property is misleading to site users. We reserve the right to withdraw the calendar facility or terminate the advertisements concerned, without refund, where we believe calendars to be misleading.

The Owner identifies the dates available for booking when the agreement is being set up and can add dates by emailing [bookings@visitclacton.co.uk](mailto:bookings@visitclacton.co.uk).

The Owner is responsible for ensuring that only the dates that are available for booking are showing as available on the Website. Owners should remove dates that are no longer available as quickly as possible.

It is recommended that Owners use the online procedure through the Website as demonstrated to them to remove unavailable dates immediately. The Owners can request Rentz to remove dates by emailing the following email address but bookings made prior to the request being actioned by Rentz must be honoured by the Owner (email [bookings@visitclacton.co.uk](mailto:bookings@visitclacton.co.uk))

Owners that have chosen the “Freedom” option must not block out any more than 8 weeks (or part weeks) in an Agreement year for Owner Stays. This figure is pro-rated to 1 week (or part week) for every 6 weeks in a part year, in the first year.

If it is understood that an Owner Stay has not in fact been an Owner Stay but rather let for financial gain, the standard commission will be chargeable on the pre-discounted rate at which the Property is offered through the Website.

**Rental Rates for the Property**

The rental rates are to be provided by the Owner to Rentz. They will sit within not more than the following 6 bands. Rentz will suggest the dates to which each rate relates for each calendar year:

* Low Season
* Mid Season
* High Season
* Peak Season
* Christmas Week
* New Year Week

Rentz may advise on the rental rates but are not responsible for the decision, which sits entirely with the Owner.

**Booking Procedure**

For the avoidance of doubt and notwithstanding any other provisions in this Agreement, any Contracts entered into by a Customer shall strictly be between the Customer and the Owner and the Owner shall indemnify Rentz for all claims, liabilities, loses, damages, costs (including legal costs) and expenses suffered or incurred by Rentz arising from the non-performance and/or breach of any Contract or this Agreement by the Owner.

Where an Owner wishes to let a Property/Properties and make a Contract in respect of the Property through Rentz, Rentz shall follow the booking procedure set out below unless less otherwise agreed between the Owner and Rentz:

*Booking requests and Online Bookings*

Availability requests are received by email or by phone. A provisional Booking may be made as a result. In addition, provisional Bookings are produced online by potential Bookers using the Website or other websites.

In both cases a notification of the provisional Booking will be sent to the Owner automatically by email at the time the provisional booking is made.

Rentz will confirm receipt to the Booker, providing details regarding payment options or or completing the transaction if the Booker has chosen to pay by card.

However, if the Owner has requests a pre-acceptance contact (should only apply to the Flexible option), Rentz will contact the Owner to confirm the availability of the dates with the Owner before sending payment option or completing the transaction.

If the owner cannot be contacted (at least 3 attempts at making contacts, by landline/mobile/by text), Rentz will reject/cancel the provisional booking and offer alternative suitable accommodation, where available.

If the Owner has requested a pre-acceptance contact and when the Owner is contacted the dates are not available, Rentz will reject/cancel the provisional booking and offer alternative suitable accommodation, where available.

In both the above cases, Rentz reserves the right to charge the Owner an amount up to the standard rate of commission on the booking as if the booking had been confirmed. This is regardless of whether alternative suitable accommodation is found.

**Confirmed booking administration**

The email notification referred to above indicates a provisional booking. Sending/receiving the email notification does not guarantee that the booking will be confirmed (i.e. necessary payment are made to reserve the dates.) However, once the initial required payment is made (the Holding Deposit or Full Payment), this will be confirmed to the Owner.

The Owner will be emailed confirmation that the dates have been reserved. If the holding deposit and/or full payment are subsequently not received and the booking is cancelled, Rentz will email the Owner to advise cancellation. (See cancellation policy).

The Owner can nominate one additional person to receive provisional Booking notifications (by email). This might be a cleaner, housekeeper or property manager. A notification email will be sent (therefore a valid email address must be provided). The notification will indicate a provisional or confirmed booking has taken place with basic detail provided. It is the Owner’s responsibility to liaise thereafter to communicate if provisional reservations have been confirmed and/or if there have been any cancellations.

Once Full payment has been received for the booking, the booking summary will be emailed to the Owner. This will include such as:

* Name of Booker and contact details
* Name of Principal Guest (if Booker is not to be staying as a Guest) and contact details
* Number of Guests and type (i.e. Adults, Children, Infants)
* Sleeping configuration (if appropriate)
* Any extras/options booked e.g. Pets, Travel cot.

The Owner can request Rentz not contact them regarding bookings taken (Freedom Only).

The Owner can see all bookings (provisional or fully paid up) by logging in to the Owner login on Rentz’s booking system if they wish.

**Payment to the Owner**

Rentz will endeavour to release payment in respect of a Booking by bank transfer within 7 working days of the end of the Booking. Payments will only be made by bank transfer in to an account specified by the Owner in the name of the Owner (joint accounts accepted).

**Commission, Expenses and Other Payments**

Rentz shall, on behalf of the Owner, collect the Accommodation Total plus the Returnable Security Deposit for each Booking and issue a confirmation of the booking to the Owner.

If any dispute arises as to the amount of Commission or any other amount to be retained by Rentz or payable by the Owner to Rentz shall be referred to independent arbitration for settlement and whose certificate shall be final and binding on both Parties. Any costs arising in respect of the aforesaid shall be divided equally between the Parties.

The Owner will have no rights to interest on monies held on their behalf by Rentz.

**The Holding Deposit**

This will be 25% of the Accommodation Total, with a minimum set amount as agreed with the Owner.

**Refundable Security Deposit**

The amount will be agreed between Rentz and the Owner. This will be held by Rentz until 48 hours after departure after which time it will be released to the Booker or an individual indicated by the Booker, unless the Owner has indicated a reason why the Refundable Security Deposit should not be refunded to the Booker.

If the Owner believes that a portion of the Refundable Security Deposit should be retained, they must contact Rentz immediately and certainly within 48 hours of the end of the Booking. Owners will need to provide evidence of damage or loss caused by the Booker and the cost of mending or replacement.

The Owner acknowledges that Rentz shall have no liability for any release of a Security Deposit to the Booker in accordance with the instructions of the Owner or Owner’s Agent/Manager and the Owner’s recourse for any loss which he suffers as a result of any such release shall be against the Owner’s Agent or Manager.

* In the event of any disputed appropriation of the Security Deposit, the Owner shall resolve matters directly with the Booker. If requested and if Rentz so agrees, Rentz will act as an intermediary for an agreed hourly rate payable by the Owner.

**Cancellation policy – Booking cancellation by Owner**

If the Owner cancels the booking for any reason, Rentz reserves the right to charge the standard rate of commission as if the booking had not been cancelled. The Owner agrees to indemnify Rentz from any responsibility for cancellations by the Owner.

**Cancellation by the Booker**

In the case of cancellation by the Booker before the start of the holiday, Rentz will re-advertise the Property/Properties with the aim of achieving a new booking for the cancelled dates.

If a new booking is achieved for the cancelled dates at the Property/Properties:

* Cancellations longer than 8 weeks (56 days) before the start of the holiday will result in the holding deposit or an amount equivalent to the holding deposit (25% of the Accommodation Price or minimum for the Property) being retained from the Booker together with an relevant fees or transaction charges made to Rentz or by Rentz in relation to the Booking.

Rentz will deduct its commission at the standard rate, together with any relevant fees or transaction charges, and send the remainder to the Owner.

* Cancellations within 8 weeks (56 days), the monies outlined about will be retained from the Booker. In addition, refund of the balance payment will be reduced by the amount of the difference between the cancelled booking and the new booking for the same date as long as it doesn’t fall below the refund that would be given had a new booking not been made (see below).

Rentz will deduct its commission at the standard rate from the holding deposit and balance payment difference, together with any relevant fees or transaction charges, and send the remainder to the Owner.

* In both of the above cases, where a Refundable Security Deposit has been paid, this will be refunded in full to the Booker.

If a new booking is not achieved for the cancelled dates at the Property/Properties, then:

* The Holding Deposit (or an amount equivalent to the Holding Deposit of 25% of the Accommodation Price or minimum for the Property) will be retained, together with any relevant frees or transaction charges made to Rentz or by Rentz in relation with the Booking. Also:
* Cancellations up to 8 weeks (56 days) before the start of he holiday will receive a refund of 50% of the balance payment.
* Cancellations up to 4 weeks (28 days) before the start of the holiday will receive a refund of 25% of the balance payment.
* Cancellations earlier than 4 weeks (28 days) before the start of the holiday will not receive a refund of the balance payment
* In all the cases above, where a Refundable Security Deposit has been paid, this will be refunded in full.
* Transaction charges/ other charges or fees or booking fees made by the Booker to third parties will not be refunded.
* Rentz will deduct its commission at the standard rate from the holding deposit and any balance payment retained, together with any relevant fees or transaction charges made to Rentz or by Rentz in relation with the Booking, and send the remainder to the Owner.

**Amendment or cancellation of the booking by the Owner**

In this unlikely event, Rentz, on behalf of the Owner will contact the Booker as soon as is reasonably practical to do so and inform the Booker of the cancellation or the change to the Booking.

If the Owner cancels a Booking, Rentz on their behalf will refund any part of the Grand Total the Booker has already paid. However, the Owner will not be liable to refund the Booker for any fees the Booker may have paid to any third party in connection with their holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

The Owner will be liable for the commission due to Rentz should the Booking not have been cancelled by them. This commission will be deducted from monies held by Rentz

**Cancellation of the Advertising and Marketing Service**

Rentz reserves the right to cancel the Agreement, at any time without notice and without stating a reason, and cease taking bookings on behalf of the Owner. Rentz will honour existing commitments.

Owners agree to advertise their property to Rentz for an agreed period of time. The service is automatically renewable for a period of 12 months at the end of that period and every year thereafter unless the Owner gives not less than one month’s notice.

**CLEANING SERVICES**

A cleaning service is offered to Freedom Owners only.

The service will include but not be limited to the following:

* Vacuuming
* Washing any tiled or wooden floor
* Washing/dusting/polishing surfaces as necessary
* Cleaning showers and toilets
* Bed-making service

The cleaner(s) will provision of all equipment and consumables for a standard clean.

The charge is dependent on the level of work required and a quote will be provided on request.

**Commencement and termination of the Agreement**

The Cleaning service can be provided at the signing of the original Agreement or at any time subsequently at a date agreed between Rentz and the Owner. An amendment to the original Agreement will be made and written confirmation sent from Rentz to the Owner.

One month’s notice in writing is required to cancel the Cleaning service. After the notice period has elapsed no further cleaning will be carried out, the Agreement amended and a written confirmation sent from Rentz to the Owner.

Rentz reserves the right to cancel the provision of the Cleaning service without reason on the provision of one month’s notice in writing. After the notice period has elapsed no further cleaning will be carried out, the Agreement amended and a written confirmation sent from Rentz to the Owner.

This service will terminate automatically on 27 October 2013 if a Freedom Owner Agreement is not renewed.

**Rentz Obligations**

Rentz undertakes and agrees with Owner at all times during the term of the Agreement:

* To liaise with the cleaner to ensure that the Property/Properties are cleaned after each Booking.
* To use reasonable endeavours to ensure the work is carried out with reasonable skill and care
* Keep an accurate and up to date record of all cleaning
* Deduct the cost of cleaning from the monies held by Rentz in the course of taking Bookings on the Owner’s behalf as outlined in this Agreement in the first instance and to provide the Owner with records to support the deduction.

Rentz reserves the right to subcontract any part of this service but retains the obligations to the Owner as outlined in this Agreement.

**The Owner Obligations:**

* The Owner agrees to ensure that the Property/Properties is accessible to representatives of Rentz at an agreed period of time after the Guests have departed on the Departure Day and before the next Guests arrive on the Arrival Day in order that the cleaners may have sufficient time to complete their tasks.
* They agreed to leave any items (such as bedding) for the cleaners so that they can fulfil their task within the agreed time. Failure to leave the necessary items available for them will result in the cleaners carrying out what they can do and the Owner will need to make separate arrangements to complete any outstanding work. The full fee for the cleaning services will still be payable to Rentz.
* The Owner agrees not to employ any staff or use any subcontractors introduced by Rentz unless through Rentz.

**LAUNDRY SERVICES**

A laundry service is offered to Freedom Owners only.

The service will comprise of

* Provision of linen
* Collection of laundry
* Wash,dry, iron/fold linen
* Drop-off ready for the next Booking

**Commencement and termination of the Agreement**

The Laundry service can be provided at the signing of the original Agreement or at any time subsequently at a date agreed between Rentz and the Owner. An amendment to the original Agreement will be made and written confirmation sent from Rentz to the Owner.

One month’s notice in writing is required to cancel the Laundry service. After the notice period has elapsed no further Laundry will be carried out, the Agreement amended and a written confirmation sent from Rentz to the Owner.

Rentz reserves the right to cancel the provision of the Cleaning service without reason on the provision of one month’s notice in writing. After the notice period has elapsed no further cleaning will be carried out, the Agreement amended and a written confirmation sent from Rentz to the Owner.

This service will terminate automatically on 27 October 2013 if a Freedom Owner Agreement is not renewed.

**Rentz Obligations**

Rentz undertakes and agrees with Owner at all times during the term of the Agreement:

* To ensure the correct bed linen as agreed in the Agreement is provided for each Booking.
* To ensure that the laundry is removed at the end of each Booking
* To use reasonable endeavours to ensure the work is carried out with reasonable skill and care
* Keep an accurate and up to date record of all laundry services provided
* Deduct the cost of laundry from the monies held by Rentz in the course of taking Bookings on the Owner’s behalf as outlined in this Agreement in the first instance and to provide the Owner with records to support the deduction.
* Rentz reserves the right to subcontract any part of this service but retains the obligations to the Owner as outlined in the Agreement.

**The Owner Obligations:**

* The Owner agrees to ensure that the Property/Properties is accessible to representatives of Rentz at an agreed period of time after the Guests have departed on the Departure Day and before the next Guests arrive on the Arrival Day in order that Rentz may have sufficient time to complete its laundry service.
* They agree to leave any items (such as bedding if supplying own bedding) for the laundry service so that they can fulfil their task within the agreed time. Failure to leave the necessary items available for them will result in the Owner needing to make separate arrangements to complete any outstanding laundry. The full fee for the laundry services will still be payable to Rentz.
* The Owner agrees not to employ any staff or use any subcontractors introduced by Rentz unless through Rentz.

**GARDENING AND RUBBISH COLLECTION SERVICES**

A gardening and rubbish collection service is offered to Freedom Owners only.

The service will comprise of

* Lawn-cutting and weeding (Weekly May to September as needed)
* Rubbish collection from the property after each Booking
* Annual cutting-back of shrubs/roses.

All equipment and tools required will be supplied by the Gardener.

**Commencement and termination of the Agreement**

The Gardening and Rubbish Collection Service can be provided at the signing of the original Agreement or at any time subsequently at a date agreed between Rentz and the Owner. An amendment to the original Agreement will be made and written confirmation sent from Rentz to the Owner.

One month’s notice in writing is required to cancel the Gardening and Rubbish Collection Service. After the notice period has elapsed no further cleaning will be carried out, the Agreement amended and a written confirmation sent from Rentz to the Owner.

Rentz reserves the right to cancel the provision of the Gardening and Rubbish Collection Service without reason on the provision of one month’s notice in writing. After the notice period has elapsed no further Gardening and Rubbish Collection will be carried out, the Agreement amended and a written confirmation sent from Rentz to the Owner.

This service will terminate automatically on 27 October 2013 if a Freedom Owner Agreement is not renewed.

**Rentz Obligations**

Rentz undertakes and agrees with Owner at all times during the term of the Agreement:

* To use reasonable endeavours to ensure the gardening and rubbish collection service is of a satisfactory standard and in place before the arrival of the Guests.
* Keep an accurate and up to date record of all welcome pack provision
* Deduct the cost of the provision from the monies held by Rentz in the course of taking Bookings on the Owner’s behalf as outlined in this Agreement in the first instance and to provide the Owner with records to support the deduction.
* Rentz reserves the right to subcontract any part of this service but retains the obligations to the Owner as outlined in this Agreement.

**The Owner Obligations:**

* The Owner agrees to ensure that the Property/Properties is accessible to representatives of Rentz at an agreed period of time.
* The Owner agrees not to employ any staff or use any subcontractors introduced by Rentz unless through Rentz.

**HEALTH AND SAFETY CERTIFICATIONS, OTHER LEGAL AND BEST PRACTICE CHECKS and AD HOC PROPERTY MAINTENANCE**

A Tradesman/Professional will be sourced by Rentz. The Tradesman/Professional will provide a quote for the work. If access in required to the Property/Properties in order for the quote to be provided, this will be arranged by Rentz. The quote will be sent direct to the Owner who is under no obligation to accept it.

If the quote is accepted a small charge is payable.

Freedom Owners only – Rentz will arrange for any access to the Property/Properties required.

The Tradesman/Professional will invoice the Owner direct.

An introduction fee is payable to Rentz.

**Rentz Obligations**

Rentz undertakes and agrees with Owner at all times during the term of the Agreement:

* To identify a Tradesman/Professional
* To arrange access to the Property/Properties as required
* To arrange for the quote to be sent to the Owner direct
* If the quote is accepted, to deduct the small charge payable to Rentz from the money owed to the owner if available.
* (Freedom Owners only) to identify the earliest appropriate opportunity for the work to be carried out.
* Rentz takes no responsibility for the quality of the work carried out by the Tradesman or Professional.
* To deduct an arrangement fee from the monies held by Rentz in the course of taking Bookings on the Owner’s behalf as outlined in this Agreement in the first instance and to provide the Owner with records to support the deduction.

**The Owner Obligations:**

* The Owner agrees to ensure that the Property/Properties is accessible to the Tradesman/Professional. If the Property/Properties is not available and a charge is made by the Tradesman/Professional the Owner will be entirely liable. The fee due to Rentz will also be payable.
* The Owner agrees not to employ any Rentz staff or use any subcontractors introduced by Rentz unless through Rentz

**APPLICABLE TO ALL SERVICES OFFERED**

**Exclusions and Limitations of Liability**

* This section sets out Rentz’ entire financial liability (including any liability for the acts or omissions of Rentz employees, agents and sub-contractors) to the Owner in respect of:
* Any breach of contract
* Any services provided by Rentz;
* Any representation, statement or tortuous act or omission (whether negligent or otherwise) arising under or in connection with this Agreement.
* Subject to the other provisions of this section, Rentz, does not accept liability for loss or damage suffered by the Owner in connection with the Booking (including, without limitation, loss or damage to the Property), save for matters which arise as a direct result of a breach of Rentz’ contractual duty to exercise care in providing the services under this Agreement.
* Rentz warrants that it will exercise reasonable skill and care in the provision of the services under this Agreement. Save as aforesaid and save for any other express warranties in this Agreement, all other representations and warranties are excluded to the fullest extent permitted by law. In particular, Rentz makes no warranty as to the number of lettings and/or the rate of return to be achieved in any Year of this Agreement.
* Rentz excludes all liability for indirect, consequential or economic loss. Rentz’ maximum liability for any other loss for which it may be liable shall be limited to Rentz’ insured sum in respect of matters for which Rentz carries insurance and for all other matters shall be limited to amounts payable by the Owner to Rentz in the Year of this Agreement during which the loss arises.

**Indemnity**

* The Owner shall indemnify Rentz against any claims, liability, loss, damage, fines and/or penalties suffered or incurred by Rentz in respect of (1) Booker or Guest dissatisfaction and/or wrongful retention of Refundable Security Deposits, (2) loss of reputation by Rentz as a result of the Owner not meeting the standards required of a Reasonable and Prudent Property Letting Operator or breach of any of the Owner’s obligations under this Agreement and/or any Contract; (3) damage to property; (4) death or personal injury to the Customer and/or the Customer’s guests; (5) any incorrect advertising of the Property; (6) any unavailability of the Property; and (7) any costs, claims, demands and expenses arising out of or in connection with aforementioned events save for matters which arise as a direct result of a breach of Rentz’ contractual duty to exercise care in providing the services under this Agreement
* Rentz shall, immediately it becomes aware of a matter which may result in a claim:
* Give notice to the Owner of the details of the matter
* Afford access to The Owner and permit copies to be taken of any materials, records or documents as the Owner may require to take action
* Allow the at the Owner’s cost the exclusive conduct of any proceedings and take such action as the Owner shall direct to defend or resist the matter, including the use of professional advisers nominated by the Owner
* Not admit liability or settle the matter without the prior written consent of the Owner.

**Duration, Suspension and Termination**

This Agreement shall come into effect on the Commencement Date subject to the provisions of the section “Commencement of the Agreement” within this document and, subject to that section, shall continue in force until either Party gives not less than two (2) months’ prior written notice to the other Party, such notice to expire on the first or any subsequent anniversary of the Commencement Date.

* The party may terminate this Agreement without prejudice to its other remedies immediately by notice in writing to the other if that other either:
* Commits a breach of this Agreement provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within 28 days of having been given notice in writing specifying the breach and requiring it to be remedied
* Is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or becomes bankrupt or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.
* Without prejudice to its other remedies Rentz may suspend this Agreement forthwith for up to 28 days by notice in writing (including but not limited to by email) to the Owner if the Owner commits a breach of this Agreement. A notice served in accordance with this clause shall state:
* details of the breach
* corrective action required.

**Effects of Termination**

* Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.

On termination of this Agreement for any reason:

* Rentz shall cease to promote, market, advertise and take further bookings in relation to the Property
* The Owner and Rentz shall cease to use all relevant Disclosed Intellectual Property.

For the avoidance of doubt, the Owner shall honour any Booking concluded prior to the termination of this Agreement between the Owner and Booker and the Owner and Rentz. Rentz shall each honour all of its obligations and exercise all of its rights under this Agreement in relation to the Bookings.

* Subject as herein provided and to any rights or obligations accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.

**Confidentiality and Intellectual Property**

* The Owner and Rentz agree that at all times (both during the term of this Agreement and after its termination) keep confidential, and shall not use (other than strictly for the purposes of this Agreement) and shall not, without the prior written consent of the other Party disclose to any third party any Confidential Information, unless the information:
* Was public knowledge or already known to the Receiving Party at the time of disclosure or
* Subsequently becomes public knowledge other than by breach of this Agreement.
* To the extent necessary to implement the provisions of this Agreement (but not further or otherwise), the Receiving Party may disclose the Confidential Information to any Customers or prospective Customers, to any relevant governmental or other authority or regulatory body, and (where Receiving Party is a body corporate) to any employees of the Receiving Party, provided that before any such disclosure the Receiving Party shall use reasonable endeavours to make those persons aware of its obligations of confidentiality under this Agreement.
* All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Receiving Party from the Disclosing Party shall be returned promptly to the Disclosing Party on termination of this Agreement, and no copies shall be kept.
* The Owner and Rentz each acknowledge that the Disclosed Intellectual Property belongs to the Disclosing Party.
* The Disclosing Party warrants that it is the proprietor and/or has the right to licence or sub-licence the relevant Disclosed Intellectual Property and that it is not aware (to the best of its knowledge) that any of such Disclosed Intellectual Property infringes the rights of any third party. In this regard, the Disclosing Party agrees to indemnify the Receiving Party for any loss, liability and/or damage suffered by the Receiving Party as a result of any such intellectual property infringement in respect of the relevant Disclosed Intellectual Property.

**Force Majeure**

* Without prejudice to other sections in this agreement, the obligations of each Party under this Agreement shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and storm.
* In the event of either Party being so hindered or prevented, the Party concerned shall give notice of suspension to the other Party as soon as reasonably possible, stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party.

**Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the Parties relating to it.

**Amendments**

Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties to it.

**Assignment**

Neither Party shall not without the prior written consent of the other Party assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegates of any or all of its obligations under this Agreement.

**Freedom to contract**

The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

**Waiver**

The failure of a Party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

**Severability**

If any part of this Agreement becomes invalid, illegal or unenforceable, the Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termination of this Agreement. The obligations of the Parties under any invalid, illegal or unenforceable provision of the Agreement shall be suspended during such a negotiation.

**Rights of Third Parties**

* No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties, or this Agreement may be rescinded (in each case) without the consent of any such third party.

**Notices**

* Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post to the address of the relevant party set out in this Agreement, or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).
* Notice given pursuant to Clause 13 shall be in writing and shall be given by both email and by delivering the notice by hand at, or by sending the same by prepaid first class post to the address of the relevant party set out in this Agreement, or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand and/or by email) and when received (if sent by post).

**Relationship**

Nothing in this Agreement shall be taken to create any joint venture, partnership or other similar arrangement; the Parties shall at all times stand in relation to each other as independent contractors. Save as expressly contemplated by this Agreement, neither Party is or may hold itself out to any third party as being the agent of the other.

**Dispute Resolution**

* The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement by negotiations between senior executives of the Parties who have authority to resolve such disputes or claims.
* If any dispute arises in connection with this Agreement, the Parties will attempt to settle it by mediation through EASCO (English Association of Self Catering Operators) or other mediation intermediary identified by Rentz. To initiate mediation a Party must give written notice to the other Party requesting mediation.
* If the matter is not resolved by the mediation procedure within 21 days of the initiation of such procedure (or such other period as may be agreed in writing) or if either Party will not or ceases to participate in the aforesaid mediation procedure, the dispute shall unless otherwise agreed by the Parties in writing, be referred to the English Courts.
* **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and each Party hereby irrevocably submits to the jurisdiction of the English Courts.

END of Terms and Conditions

Last updated 31 May 2013

**GLOSSARY**

“Rentz” – means Rentz UK Limited, whose registered office is 78 Nacton Road, Ipswich, Suffolk, IP3 0NR (Company Registration No 5162437).

PCI Certification - PCI is the payment card Industry data security standard. Rentz is PCI Certified. For further information, see

<http://www.pcicomplianceguide.org/pcifaqs.php#1>

”the Website” or “VisitClacton” - means [www.visitclacton.co.uk](http://www.visitclacton.co.uk), wholly owned by Rentz

”Content” – Information on the Property Detail form and other content submitted for inclusion in the Website

“you/your” – means the individual(s) or Company, using the Website, entering in to a Property contract with an Owner via Rentz or otherwise using the services of Rentz.

“the Owner” – means the individual(s) or entity that is/are the legal Owner of the Property/Properties offered for self catering holiday accommodation or are otherwise legally entitled to offer the Property/Properties for self-catering holiday accommodation.

“Property/Properties” - means the Property/Properties offered for self-catering holiday accommodation. It may also apply, where appropriate, to any other Property/Properties or building offered by the Owner in conjunction with the main Property/Properties as part of a holiday package. (e.g. a beach hut)

“the Agent” - means the Individual(s) or entity who may advertise, take bookings or manage the Property/Properties on behalf of the Owner

“ the Introducer” – means the Individual(s) or entity who introduces a prospective Guest to the Owner or Agent

“Guest/Guests(s)” - means the Individual(s) staying at the Property/Properties as a result of a booking having been made by the Booker. One or more of the Guests may be the Booker. Guests include any individual sleeping at the Property/Properties for one or more nights during the Stay. Names are required for reason of health and safety purposes (fire).

“the Occupancy level” - the total number of Guests minus any infants.  Infants are children aged two or under who are sleeping in a travel cot and therefore do not require a bed space.   
  
“the Booker” - means the individual(s) or entity (via a representative) making the booking on behalf of the Guest(s). The Booker may be an individual or representative of an entity who is booking on behalf of Guests but who will not be staying at the Property/Properties. The Booker is responsible for the Property/Properties as if they were staying at the Property/Properties and therefore the Booker (whether an individual or an entity represented by an individual) is liable for any losses or damage occurring during the Stay. Individuals acting as the Booker must be over 18 years of age. Representatives of an entity making a booking must have authority from the entity to enter them into the booking contract.

“the Principal Guest(s)” – means the Individual(s) who will be staying at the Property/Properties and will be a point of contact for the Owner or Agent during the Stay.  This Individual(s) is usually the Booker.  Where the Booker is not going to be staying at the Property/Properties, another of the Guests is identified as the on-site point of contact for the Owner or Agent for the duration of the Stay. This Individual(s) must be over 18.

“the Stay” or “your Stay” or “ the Booking” - means the rental period which starts at the date and time indicated and ends at the date and time indicated on the most recent Booking summary or email relating to the booking between the Owner or Agent and the Booker. The Owner agrees to let the Property/Properties under license to the Booker and Guest(s) giving them permission to occupy, with the Booker and Guest(s) agreeing to give full vacant possession on or before the agreed departure date at or before the agreed departure time.

The license to occupy the premises does not start until the agreed start date and expires on the agreed date of departure. All keys must be surrendered. All rights of access to the Property/Properties are withdrawn after that agreed departure date and time.

“Reasonable and Prudent Property Letting Operator” - a person or company seeking in good faith to perform his obligations and in doing so and in the general conduct of his undertaking exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking (i.e. an undertaking which (inter alia) lets out his Property under the same or similar circumstances) and any reference to the standard of a Reasonable and Prudent Property Lettings Operator shall be a reference to such a degree of skill, diligence, prudence and foresight;

“Property Contract/ Holiday rental contract/Agreement” – the paper or electronic document that provides the basis on which a service has been provided and is accepted. Together with the Terms of Use, Privacy Policy, the Booker and Guest Terms and conditions and Owner Terms and Conditions as appropriate, forms the detail on which a binding legal contract is in place between two parties relating to that service. E.g. The Booking Summary is the Property Contract/ Holiday rental contract/Agreement between the Booker and Owner in pursuance of the service of providing holiday accommodation.

“Booking Summary” – means the paper or electronic document that provides the basis on which a booking at a property has been made. It forms part of the holiday rental contract between the Booker and Owner or Agent, together with the Terms of Use, Privacy Policy, the Booker and Guest Terms and conditions and Owner Terms and Conditions as appropriate.

“Property Details” – Details of the Owner’s property as provided by the Owner at the initial agreement meeting or subsequently and agreed in writing and provided to any potential Booker.

“Booking Details” – as contained in the Booking Summary or in communication agreed and between the parties.

“Arrival Date” – the date on which the Booking begins

“Departure Date” – the date on which the Booking ends  
  
“Accommodation Price” – means the price of renting the accommodation before any discounts are applied (e.g. low occupancy/late availability/seasonal), optional extras (e.g. pets/bed upgrade) or other charges/fees (e.g. card processing charges) added.

Note that in special circumstances, discounts can be included in the Accommodation Price. This is usually in cases where tailor-made quotes have been issued and will have been made clear to you prior to booking.

“Accommodation Total” – means the Accommodation Price after discounts are applied and/or optional extras added.

“the Holding Deposit/ the Booking Deposit” - this forms part of the Accommodation Total. This is the deposit you pay to reserve the Property/Properties and may be paid on its own or as part of a larger payment. This is non-refundable.

“the Balance Payment” – this forms part of the Accommodation Total. It is the Accommodation Total minus the Holding Deposit.

“the Returnable Security Deposit” - means the deposit paid which is refundable after your holiday, assuming there is no loss or damage to the Property/Properties or contents and that there are no monies outstanding that are owed by the Booker to the Owner or Agent.

“the Property Total” – means the Accommodation Total plus the Refundable Security Deposit.   
  
“the Grand Total/Full payment” - This is a combination of the Property Total and any applicable fees or charges.

“Total outstanding” – means the amount of the Grand Total yet to be paid.

* “Disclosing Party” – someone who discloses information to the Receiving Party.
* “Receiving Party” – someone who has information disclosed to them by the Disclosing Party.
* “Disclosed Intellectual Property” - disclosed creations of the mind for which exclusive rights are recognised

“Confidential information” – Confidentiality is a set of rules or a promise that limits access or places restrictions on certain types of information. In this case all information provided to the Owner from Rentz, or to Rentz from the Owner is deemed to be confidential and should not be shared with third parties except for the fulfilment of the services Rentz is providing.

“Owner Stays” - means stays by the Owners of the Property/Properties and/or close family.

“Written notice” – Official notice by letter or email as prescribed within the Agreement.

END of Glossary

Last updated 18 July 2013

*Rentz UK Ltd. Co. Registration No 5162437. Registered in England and Wales.*