



Owner and Guest services in North Devon
www.coastalife.co.uk

Terms & Conditions

We aim to make the terms and conditions as simple as possible and will try to keep the legal language to a minimum where possible but we are aware some legal terms will apply so please find the definitions used below.

Definitions

The following definitions shall apply to these Terms & Conditions:

"The Agent" is Coastal Life

"Agreement" means the agreement including the three Schedules;

"The Term" means the period of the agreement, as standard this is for 12 months;

"The Charges" means the amounts as set-out in Part One of the Schedule;

"The Owner" means the owner of the Property;

"Payment" means the payment by the Owner to the Agent of the Charges invoiced;

"The Property" means the property that is to be managed by the Agent as specified in Part One of the Schedule;

"The Guests" means the person or persons from time to time occupying the Property;

"Services" means the services for the Property as detailed in Part One and Part Two of the Schedule;

We at Coastal Life want you to be happy with the contract agreement in place so please read the following terms and conditions carefully and if you have any queries please do ask us to clarify and we will be happy to give an example for you until you are happy with the terms set out.

General Conditions

1. Appointment of Agent and Term

The Owner hereby grants to the Agent the exclusive right to provide the Services for the initial period of twelve (12) months from the date of the Agreement and thereafter the annual renewal fee will become payable in full on each anniversary and the appointment shall continue on a yearly basis until determined by either party serving on the other not less than one month's notice to terminate.

2. Authority of Agent

By instructing us as your Agent you will be giving authority for us to act on your behalf in matters concerning the Property as provided herein. You agree to indemnify us on demand from and against all costs and expenses of whatever nature borne by us in connection with the provision of the Services. The owner hereby gives the right to the Agent to carry out any minor works and/or to undertake such further urgent works which may become necessary, in each case without prior consultation, if appropriate, or if the owner or the owner's designated party is not immediately available for consultation upto a value of £100.

3. Obligations of Owner

3.1 The Owner undertakes to comply with all legal requirements concerning fire, health and safety regulations and any other applicable regulations that may from time to time be applicable in respect to the Property if utilized for rental and letting purposes. The owner will also comply in full with all current legislation governing insurance, public liability, electrical and gas safety regulations, fire and furnishing regulations, and all other legal requirements.

3.2 The Owner shall make the Payments on or before the due date without any deduction or set-off of any nature whatsoever.

3.3 If any Payment is not made on the due date then the Agent reserves the right to charge interest on any sum outstanding at the rate of 10% per annum calculated on a daily basis both before as well as after judgment.

4. Liability and Indemnity

It is agreed that the Agent and/ or its external contractors or staff shall not be liable to the Owner nor to any third party in any way for any loss or damage due to any cause whatsoever including negligence. The Agent shall use (and ensure that its sub-contractors (if any) use) and exercise reasonable skill and care and comply with all applicable laws and costs, claims, demands, liabilities, obligations, penalties however and wherever arising whether directly or indirectly from any breach, observance or non-performance including negligence, to the full extent permitted by law.

5. Charges for the Services and Payment

The Owner will pay the Agent the Charges. Payment for all Services rendered, including callouts and all other services will be arranged by the Owners in compliance with the Agent's agreed payment method of prompt cheque payment. Fees and charges outlined on the contract are correct as at April 2010. We reserve the right to alter these rates should there be any change in our supplier charges. Annual fees become payable in full on commencement of this Agreement. All other charges and agreed fees thereafter are payable in the following calendar month following the completion of contracted services or works.

6. Governing Law & Jurisdiction

The validity, construction and performance of this agreement shall be governed by English Law and any disputes shall be subject to the jurisdiction of the English Courts.

7. General

7.1 Variation - The Agent reserves the right to amend these terms and conditions and any such amendments shall be confirmed in writing at least 1 calendar month before coming into effect.

7.2 Entire Agreement - This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the Parties either orally or in writing prior to the date hereof is signed. Each Party warrants to the other that it has not relied on any such commitment, representation or warranty in entering into this Agreement.

7.3 Contracts (Rights Of Third Parties) Act 1999 - A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7.4 Default & Termination - The Agent shall be entitled to terminate this Agreement and withdraw services forth with on notice if:

(i) the Owner shall fail to make any Payment within seven (7) days of the Payment Date; or (ii) the Owner shall be in breach of any material term of this

Agreement which if capable of remedy remains remedied for a period of seven (7) days after receipt of notice requiring such remedy;

(iii) the Owner shall become insolvent within the meaning of the Insolvency Act 1996.

7.5 Termination by the Owner - On receipt of notice by the Owner to terminate this Agreement, the Agent reserves the right to withdraw all services with immediate effect, at which point all outstanding monies due for services already performed by the Agent become due.

8. Maintenance and Trades

For frontline maintenance and general maintenance work, charges and tariffs are listed under the schedule of services and rates. For larger maintenance work and qualified trades, the Agent will add on a handling fee equivalent to a minimum of 15% of the subcontractor or trade charge(s). If the subcontractor or trade invoices the Agent, the Agent will incorporate these charges and handling fees within the final owner invoice. If the subcontractor or trade invoices the Owner directly for services arranged through the Agent, the Agent may invoice the Owner in addition for a minimum of 15% of the total subcontractor or trade charge(s) where the Agent is involved in arranging for, and project managing, any work involved. Should the final invoice not be made available to the Agent, a minimum hourly charge of £17 per hour, calculated in 30 minute increments will be levied?

9. Property Condition

The Agent shall not be held liable in the event that any deterioration in the quality of the fixtures and fittings is not noted, or any items of missing property inventory are not noted, subsequent to a guest's stay. The Agent will not undertake a full property inventory on changeover following a guest's stay during regular changeover duties.

(Special Note: In the case that the Owner or the guests are unsatisfied with the condition of the property upon arrival at the property, the owner or the owner's guests should inform Coastal Life's property housekeeper, the agent or the letting agency staff, immediately, in order that we may attend the property at the earliest available opportunity to confirm the property condition and, if appropriate, to remedy the situation. All complaints should be made in a reasonable time after arrival (this should be within 24 hours of the property being made available to the Owner or the guests.) Complaints made afterwards can only be accepted if matters are not put right while the Owner or the guests are still at the property. If Coastal Life are not able to rectify the complaint during a stay, the Owner or the guests should submit a written version of events to the company and we will respond accordingly, usually within 7 days.

10. Insurance

The Owner shall maintain at all times insurance cover for the value of the Property and in respect of third party liability in such sum as the Agent may from time to time consider reasonable.

11. Delegation/ sub-contracting by Agent

The Owner shall not assign the changeovers of the Property contained within this Agreement to any third party but the Agent shall be permitted to delegate or sub-contract the provision of the Services or part thereof to duly qualified individuals who satisfy and comply with the provisions and requirements of this Agreement but not further or otherwise.

12. Force Majeure

The Agent shall not be liable for any delay or for the consequences of delay or failure to perform its obligations under this agreement if such delay or failure is due to force majeure or any cause whatsoever beyond its reasonable control, and shall be entitled to a reasonable extension of time for performing such obligations. For the purposes of this Agreement, force majeure shall mean the following: (i) Acts of God, (ii) outbreak of hostilities, riot, civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any licence or consent), (iv) fire, explosion, flood, fog or bad weather, (v) power failure, failure of telecommunications, lines, failure or breakdown of plant machinery or vehicles, (vi) default of suppliers or sub-contractors, (vii) theft, malicious damage, strike, lock-out or industrial action of any kind, and (viii) any cause or circumstance whatsoever beyond the reasonable control of the Agent.

13. Non-Solicitation

The Owner shall not from the date of this Agreement, either in their own capacity or through a company or other legal entity, engage or solicit the allegiance or service of or endeavour to entice away from Coastal Life, or employ any person who is at the date of, or during the term of this Agreement employed or engaged by or on behalf of the Company as:

(a) an employee; contractor, sub-contractor or Housekeeper of the Company;

or

(b) a supplier, provider of services or products, agent or formal business partner of or otherwise in the habit of dealing in any capacity whatsoever.

In the event of breach of this clause the Agent will seek compensation for loss of income equivalent to one year's gross annual fees from the Property including changeover income.

14. Notices

Any notice required to be served under this Agreement shall be sent to that stated on the agreement unless written notice is sent by one party to the other specifying a substitute address in England which shall

then become the notice address for these purposes. Notices and other communications under this Agreement shall be made by first-class pre-paid post, either recorded delivery or registered, or by e-mail correspondence, addressed to the recipient at its notice address and will be deemed to have been received at its notice address in the case of post, 2 days after despatch, or in the case of e-mail, upon production of evidence of transmission

Schedules alongside these terms and conditions

- 1. The Management Agreement**
- 2. The Service Specification**
- 3. The Property Information Form**

Coastal Life would like to apologise for the legal detail required in these terms and conditions but we hope that you are happy with the terms as set out above. If you have any questions please do not hesitate to contact us.



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Mr Magnus Ritzen BA (Hons)

30 Broadlands, Bideford, Devon, EX39 4PH