



Owner Services



- Tewitfield Marina ◊ 2 Lapwing House ◊ Chapel Lane ◊ Tewitfield ◊ Carnforth ◊ LA6 1GP •
- Tel/Fax: 01524 782092 ◊ Email: info@marinaholidaycottages.com •
- Company No: 5823988 ◊ VAT No: 890525509 •



Tewitfield Marina Ltd offer management services to owners of properties here at the Marina and we are committed to supplying a quality service which is reliable, convenient, flexible and efficient. We offer various services which can be mixed and matched to best suit your requirements.

Services Offered

- Booking Service
- External Booking Administration Service
- Cleaning Services
- Repairs & Maintenance Service

Booking Service

We are happy to take charge of all your bookings through Tewitfield Marina. You can owner book as many weeks as you like without penalty as long as you notify us in advance of any owner bookings. There are many benefits of using Tewitfield Marina to manage your reservations.

- We advertising and market your property to a global market through our website and additional external websites and have an extensive database of previous guests who we regularly contact.
- We deal with all enquiries regarding bookings, issue terms and conditions of the booking, send confirmations to guests and send instructions of how to get here and how to access the property.
- We will email you a monthly summary of bookings and rental income.
- We agree future pricing and discuss and agree rates.
- You have the chance to join any of our advertised promotions which are done in respect of trends relating to supply and demand.
- We process all deposits and payments to ensure you get paid
- You benefit from our standard cancellation policy, which is detailed in the Terms and Conditions of booking.
- We have a 24 hour emergency contact to deal with out of hours emergencies.
- We provide a house booklet which provides useful numbers and information about local areas.
- We regularly inspect and assess the accommodation on Health and Safety and quality standards.

Bookings Service cost

A charge 15% (plus VAT) commission on any bookings taken through Tewitfield Marina, at a previously agreed rate.

External Booking Administration Service

You are able to manage all the booking yourself or with an external booking agent. However, with the best will in the world, more often than not, guests call us for a number of reasons, either forgetting the directions, their allocated property, get lost on their way, do not know how to work heating and appliances etc no matter how much information you have given them before and on arrival. Their arrival may be 24/7 and the comfort of your guests and attention to their needs is of upmost importance. We offer a 24 hour service to attend to their difficulties/enquiries ensuring their needs are met.

External Booking Service Cost

The cost for this service is an annual fee of £75.00 and a charge of £7.50 per booking.

Should this service not be taken we do require a 24hour contact number for any queries that your guests may have. If there is an emergency that needs dealing with and we cannot contact the number or the contact cannot attend then a £100.00 minimum fee will be charged, plus £20.00 per hour thereafter.

Cleaning Service

We can arrange to clean your property as long as we are notified with regards to changeovers and dates in advance. We use a professional and established company for all our laundry services and have a team of dedicated and reliable cleaners.

Cleaning at the cottage will be charged at £10 per hour. On average we usually find it takes 1.5 hours to clean a one bedroom property, 2.5 hours to clean a two bedroom property and 3.5 hours to clean a three bedroom property. However, these times may vary dependant on the state of the property when the guest leaves.

Incidentals such as light bulbs, crockery replacement and sundry kitchen items will be replaced as needed and you will be billed accordingly.

Laundry Charges

Laundry costs at the time of printing are as follows. These costs included supply and laundry of bedding and towels, toiletries for arrival , toilet rolls for arrival, tea and coffee starter pack, bin bags, dishwasher tablets for arrival and washing up liquid for arrival.

1 Bedroom £8.50

2 Bedroom £16.00

3 Bedroom £20.00

Incidental washing such as settee covers and mattress protectors will be billed separately.

We are also happy to provide High Chairs and Cots.

High Chairs £8.00

Cots £8.00 (please note that bedding for cots is not supplied)

Repairs and Maintenance Service

We can arrange for any maintenance or repairs to be done to your property.

Repairs – Office hours £20.00 per hour

Repairs – Out of Hours £25.00 call out plus £25.00 per hour.

ADDITIONAL INFORMATION

Equipment & Furnishings

We offer 5 star accommodation here at Tewitfield and as such we like to ensure that all the properties offered to let are of the same standard and quality. We have a list of minimum requirements regarding the furnishing of the property.

Furniture

Inevitably the furniture gets more wear than under normal circumstances and it must be strong and comfortable and checked regularly for signs of wear and tear. Broken and worn furniture must be replaced and taken away, rather than leaving it as an extra that could still cause problems. Solid wood furniture should be treated with good quality furniture polish a few times a year to leave a good finish and protect it from spills.

Furnishing – Minimum Requirements

Kitchen

Cooker	Washing Machine	Microwave
Fridge/freezer	Dishwasher	

Lounge

Chairs/ Settee	Coffee Table
Table Lamp	TV/DVD

Dining Room

Dining Table and chairs	Table Mats
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Bedroom

Bedside table and lamps	TV in each bedroom	Mattress Protectors
Bed	Wardrobe	Coat Hangers – 6 per person
Dressing table and chair	Mirror	
Drawers	Bin	

Bathroom

Mirror	Non Slip Bath Mat
Towel Rail	Waste Bin
Toilet Roll Holder	Toilet Brush

KITCHEN EQUIPMENT – Minimum requirements

Cutlery, crockery and glasses – allow at least two of each per maximum number of people for which the property can cater.

Serving Spoons	Bottle Opener	Casserole dishes
Bread Knife	Tin Opener	Chopping Board
Knife block	Scissors	Kettle
Wooden Spoon	Whisk	Bread Bin
Potato peeler	Ladle	Toaster
Cheese grater	Measuring Jug	Baking Trays
Sauce pan set	Frying Pan	Sieve
Cafetiere	Tea, coffee sugar set	Kitchen roll holder

Kitchen Bin	Plastic containers	Plastic Bowls
Washing up Bowl	Appliance Instructions	

Miscellaneous Items per property

Bucket and mop	Ashtray for balcony
Iron	Clothes Airer
Ironing Board	Brush
Torches – upstairs and downstairs	Dust Pan and Brush set
Vacuum Cleaner and spare bags	Games and books

Health and Safety Requirements

CO2 Detectors	Landlords Gas Safety Certificate
Fire Extinguisher – Wall Mounted	Laminated Fire Safety Card
Fire Blanket – Wall Mounted	Fire Risk Assessment

Smoke Alarms per floor

Pets

If you have pets of your own it is the obvious choice to allow pets into the property. However, if you do not have a pet there are benefits in considering accepting them. Statistics show that 40% of all self catering holidays have at least one pet in the party. However in some circumstances the fact that your property does not allow pets can attract bookings. We charge the holiday maker £20.00 per pet per booking and give rules that most pet owners adhere to. You must notify us on signature whether you wish to accept pets or not.

Smoking

All properties let through Tewitfield Marina must be Non Smoking Properties

Cottage inventory

It is recommended that each property has an inventory list. We do find that if the property has an inventory list it discourages guests from taking items from the property.

Health & Safety and Legislation for holiday lets

In the matter of general health and safety, all owners have a duty of care to their guests under the Occupiers Liability Acts 1957 and 1984. In addition owners are also responsible for the health and safety of anyone working for them. It is necessary for all owners to hold Public Liability Insurance. It is also essential that you have a valid contents insurance policy. An additional insurance to insure against loss of income is also advisable in case you have to cancel any bookings due to urgent repairs needed.

Television licence

Any owner providing a television in their property needs to have a valid television licence
www.tvlicensing.co.uk.

Disability and Discrimination Act 1995

Everyone is required to make reasonable provision to allow a disabled person to use their services. The important word here is 'reasonable'. Please note that the final rights of access came into force in October 2004.

The Act requires all proprietors to make 'reasonable; adjustments to be able to make their property accessible to people with disabilities, but what does this mean?

Firstly the definition of 'reasonable adjustments' needs to be considered. There is no exact definition of what constitutes reasonable in law, but any adjustments that may be considered should be reasonable when compared to the size, turnover and likely benefit or effect on the business of making such changes. Secondly it is important to realise the 'disabled' does not necessarily mean a wheelchair user. Only around 5% of all registered 'disabled' are permanent wheelchair users and therefore 95% of disabled people do not necessarily need wide doors ramps or even ground floor bedrooms. In addition many people may be visually and hearing impaired, or may suffer from some other disability that does not seriously effect their walking ability. The scope of the disability covered by the act is very broad from people who are physically unable to look after themselves to those who have mental illnesses. Any efforts that can be made to make the stay more comfortable for non wheelchair users will be welcomed and are often simple and fairly inexpensive to provide. For more information please go tot www.disability.gov.uk/dda/index.html.

Furniture and Furnishings (Fire Safety Regulations 1988)

Requirements referring to furniture and furnishings meeting the fire resistance requirements of the 1987 Consumer Protection Act relate to both filling materials and the cover fabrics. Upholstered furniture must have fire resistant filling materials and covers must normally pass a match resistance test. The combination of fabric and filler must pass a cigarette test.

New furniture had to meet these requirements by 1 march 1990. Second hand furniture being 'supplied in the course of business' had to meet the requirements by March 1993. All new upholsters furniture and loose and stretch covers must carry permanent label detailing compliance.

Furniture and furnishings in properties being used as self catering accommodation had to meet the requirements by 31 December 1996.

It is illegal to let a property if the furnishings do not meet these requirements.

Electricity at Work 1989 Regulations

Owners of all rented properties including self catering holiday properties have a duty of care with regard to the electric appliances they provide and also the general wiring. The requirement is to maintain a regular check on all portable appliances and maintain a log of those appliances.

Gas Safety Regulations 1994

As from 1 October 1994 it became **mandatory** that all gas appliances in rented accommodation be subject to an annual check. These need to be carried out by a suitable qualified technician and a certificate issued. The certificate should be on display in the property, preferably in a folder for safe keeping. We also like to hold a copy of the certificate on file.

If you ignore any of the above and an unfortunate accident does occur the cause of which is traced back to illegal furnishings or electrics your insurance will be invalid. Whilst Trading Standards are not actively looking for problems, as soon as they receive any form of complaint, of whatever nature they will rigorously inspect that property to ensure that it meets all regulations. Also there are those very rare occasional customers who will complain if they see it to their advantage to do so.

Tewitfield Marina Agency Agreement

This agreement is made between

PARTIES

- (1) Tewitfield Marina whose registered office is at 2 Lapwing, Tewitfield Marina, Chapel Lane, Carnforth LA6 1JH ("the Company"); and
- (2) [Name – Title Case] of [address] ("the Owner")

1 Interpretation

1.1 In this agreement the following words shall have the following meanings:

"Booking"	means a confirmed booking by a Hirer which has been administered and booked through the Company to hire the Holiday Accommodation;
"Cancelling Hirer"	a Hirer who cancels a booking;
"Company's charge"	the charges levied by the Company for providing the Services in accordance with clause 9;
"Conditions"	the 'Terms and Conditions of Booking' of the Company which are attached as Appendix 1 as may be amended from time to time by the Company;
"Group"	the individuals that will hire the Holiday Accommodation for the Hire Period as have been notified by the Hirer to the Company;
"Hirer"	a person who makes a booking with the Company to hire the Holiday Accommodation;
"Hire Period"	the period during which a Hirer and the Group will occupy the Holiday Accommodation in accordance with a Booking;
"Holiday Accommodation"	the holiday accommodation at <i>[insert address]</i> ;
"Managed Services"	the managed services to be carried out by the Company in accordance with a management service agreement;

“Price” the price to hire the Holiday Accommodation;

“Website” Means the website at www.tewitfieldmarina.co.uk

2 Appointment

The owner hereby appoints the Company: -

- 2.1 As its agent for advertising of the Holiday Accommodation;
- 2.2 as its agent for entering into contracts on behalf of the Owner for the hire of Holiday Accommodation in accordance with and incorporating the Conditions

3 Company’s Obligations

- 3.1 The Company agrees to advertise the Holiday Accommodation.
- 3.2 The Company does not guarantee or make any representation as to the number of Bookings to be obtained for the Holiday Accommodation.

4 Owner’s Obligations

- 4.1 It is the owners responsibility to ensure the Holiday Accommodation meets the standards and requirements listed in this booklet.
- 4.2 If the Holiday Accommodation is at any time to be placed for sale, the Owner agrees to notify the Company as soon as possible of their intention to sell.
- 4.3 The Owner agrees that the Company shall be entitled to inspect the Holiday Accommodation at any reasonable time on any reasonable notice and agrees that upon request by the Company that the Owner will undertake to do whatever is necessary to bring the Holiday Accommodation (including, for the avoidance of doubt, its fixtures, fittings, furnishings and/or décor both interior and exterior) to the standard of safety and quality requested by the Company. The Company reserve the right to refuse to take Bookings for the Holiday Accommodation until any request by them under this clause has been complied with.
- 4.4 The Owner undertakes:-
 - 4.4.1 To maintain the Holiday Accommodation to a high standard of quality and to ensure at all times that the Holiday Accommodation is safe for use by the Hirer and the Group and that all appliances and equipment provided inside or outside the Holiday Accommodation are in good and safe working order (with instructions for use where appropriate) and that the water, gas and electricity supplies are adequate and of a safe standard;
 - 4.4.2 To comply with all laws and regulations applicable to the Holiday Accommodation whether in relation to use by the holidaymakers or otherwise including without prejudice to the generality of the foregoing local authority, health and safety, water, fire and electrical safety regulations and to ensure that the Holiday Accommodation has fire extinguishers, fire blanket, smoke and carbon monoxide alarms which are in good safe working order;
 - 4.4.3 To carry out regular safety checks and inspections of the Holiday Accommodation and on at least an annual basis arrange for the boiler(s) and all other gas appliances to be serviced and arrange for a landlords gas safety check to be carried out by a GAS SAFE-registered installer. The Owner shall provide to the Company such evidence as it may reasonable require that it has carried out such checks. If the check, inspection or test reveals any item is not safe or is not in working order the Owner shall immediately take steps to repair or replace such items and provide such evidence as the Company may require that it has done so;
 - 4.4.4 not to do anything to interfere with the Hirer and Group’s quiet enjoyment of the Holiday Accommodation during the Hire Period

4.4.5 That in advance of making any material changes to the Holiday Accommodation to as soon as reasonably possible inform the Company of any proposed material changes which he/she/it intends to make to the Holiday Accommodation

New Holiday Accommodation

If the Company is instructed to provide the services for the Holiday Accommodation for the first time (“New Holiday Accommodation”) it shall consider a proposed price list. The Company reserve the right to amend these prices within 25% to adjust to supply and demand within the market. The owner can, however, request that prior agreement is sought first prior to each booking.

The Owner agrees to review the proposed price list upon receipt and to notify the Company within 10 days of receipt if it does not agree with the proposed price list. If the Owner does not respond to the Company within 10 days he/she/it shall be deemed to have accepted the proposed price list.

If the Owner does not agree the proposed price list and notifies the Company accordingly, the Company and the Owner shall in good faith discuss alternative proposed prices with a view to agreeing a proposed price list which they both approve of.

5.2 Existing Holiday Accommodation

5.2.1 The Company shall review the price for the hire of the Holiday Accommodation on an annual basis and shall send a proposed price list (based on a hire period of 7 nights, and, if requested by the Owner , hire periods of 3 and 4 nights) The company reserve the right to amend these prices with 25% to adjust to supply and demand within the market.

5.2.2 The Owner agrees to review the proposed price list upon receipt and notify the Company within 10 days of the receipt if it does not agree the proposed price list. If the Owner does not respond within 10 days he/she/it shall be deemed to have accepted the proposed price list.

5.2.3 If the Owner does not agree the proposed price list and notifies the Company accordingly in accordance with CLAUSE 5.2.2, the Company and the Owner shall in good faith discuss alternative proposed prices with a view to agreeing a propose price list of which they both approve.

5.3 The owner has the opportunity to join any “Prices for late deals” the Company runs.

Hire Period

The Owner has confirmed that the Company can take bookings for Holiday Accommodation for less than or more than 7 days, subject to demand.

6 Owner bookings

6.1 The Owner agrees that it shall not advertise or make available the Holiday Accommodation at a Price less than the price set out in the price list/and or the rate advertised at the time.

6.2 The Owner is able to make their own bookings for the Holiday Accommodation but before doing so the Owner agrees to contact the Company to check availability. The Company shall confirm whether there is a Booking or whether the Holiday Accommodation is available for that period. If the Company provides such confirmation orally it shall then confirm the same in writing either by letter or email. The Owner will confirm to the Company all bookings for the Holiday Accommodation immediately upon taking the Booking. The Owner shall notify the Company either by telephone followed by confirmation in writing/email.

7 Cancellation of Hire of holiday Accommodation

Owner Cancellation or alteration of a booking

If the Owner needs to cancel a Booking (which shall only be entitled to do if the Holiday Accommodation is in a state where it is not safe to be occupied) then he/she must contact the Company and notify them as soon as reasonably possible. The Owner must also within 2 days of notifying the Company of the cancellation (or immediately if the Hire Period is due to commence in less than that) return to the Company all sums which it has received from the Company for the hire of the Holiday Accommodation for the Hire Period so that the Company may return the same to the Hirer. If the Company is holding funds on behalf of the Owner which it has received from the Hirer for that particular Hire Period the Owner shall not be entitled to those funds. In addition, the Owner must also pay to the Company either an administration fee of £70 plus VAT or an amount which would have presented the Company's Charge (had the Owner not cancelled), whichever is greater.

8 Hirer cancellation

In the event that the Hirer cancels a Booking the cancellation policy outlined in the Terms and Conditions of bookings will apply.

The Owner shall be entitled to keep all non- refundable monies already paid, for the Hire Period and that Hire Period shall be available for re-let.

Hirer Complaints

The Owner agrees that the Company has authority to deal with any complaints in relation to the Holiday Accommodation, or the occupancy of the Holiday Accommodation by the Hirer and/or the Group which are made by the Hirer and/or the Group. The Owner agrees to abide by the decision made by the Company in relation to the complaint and if necessary to refund the price or part of the Price paid by the Hirer.

The Owner agrees to reimburse and indemnify the Company against any reasonable costs (including any legal costs) and expenses which it has incurred in dealing with any complaints.

9 Payment

The Company's charges for the provision of the Services shall be a commission of 15% of the price plus VAT per booking.

The Company shall collect from the Hirer the Price for the hire of the Holiday Accommodation for the Hire Period

The Company shall provide a summary of all income received to the Owner at the end of each month.

10 Insurance

The Owner agrees to take out and maintain public liability insurance and occupier liability insurance for the Holiday Accommodation to the minimum value of £3,000,000 and to provide the Company with a copy of the policy on request

11 Termination

Without prejudice to clause 11.3 the Owner or the Company may terminate this agreement by providing 2 months notice in writing to the other.

If the Company has taken a Booking of the Holiday Accommodation which has not commenced or terminated by the expiry of the notice to terminate then the terms of this Agreement with the exception of clauses 2,3 and 5) shall remain in full force and effect in respect of each such Booking.

Without prejudice to any other rights or remedies which the Company may have the Company may terminate this agreement without liability to the Owner immediately on giving notice to the Owner if:

The Owner fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment or

The Owner commits a breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach or

The Owner repeatedly breaches any of the terms of the agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement or

The Owner suspends or threatens to suspend payment of its debt, is unable to pay the debts as they fall due, admits inability to pay its debts or (being a company) is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being a natural person) is deemed either unable to pay its debts or having no reasonable prospect of so doing in either case, within the meaning of section 258 of the Insolvency Act 1986 or (being in partnership) has any partner to whom the foregoing apply

In order to protect the goodwill of the Company if the Company has given notice to terminate the Agreement the Company may in its absolute discretion:-

Cancel all Bookings without any liability to the Owner for loss of the Bookings and

Be entitled to recover from the Owner all monies paid to him /her/it in respect of the Bookings cancelled

12 Liabilities and Indemnity

The Company does not undertake to vet Hirers or their Groups and will not be liable for any loss, claim or damage suffered by the Owner as a result of:

Any act or omission of any Hirer and /or their Group at the Holiday Accommodation or

Any act or omission of any Hirer and/or their Group during the hire period or

Any failure by the Hirer to pay the Price to hire the Holiday Accommodation or

Any cancellation of a Booking by a Hirer

The Owner undertakes to indemnify the Company against all losses, claims, damages, expenses, demands and liabilities which it may incur as a result of

The Owner cancelling a Booking or

The Owner failing to comply with any of its obligations under this Agreement or

The owner making any material change to the Holiday Accommodation

13 Force Majeure

The Company shall not have any liability to the Owner under this Agreement if it is prevented from, or delayed in performing its obligation under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond reasonable control, including (without limitation) failure of a utility service or transport network, at of God, war, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

The Owner acknowledges that he/she/it may receive from the Company the personal details of the Hirer and /or the Group in order that the Owner may carry out its obligations under this Agreement. The Owner agrees to keep such and to take appropriate measure to prevent any loss of the data and the Owner undertakes to only use the personal data for the purpose of carrying out its obligations under this Agreement and undertakes not to transfer the data to any other individual, business, entity or organisation.

The Owner acknowledges and agrees that the Company will use the personal data of the Owner for the purpose of carrying out its obligations and exercising its rights under this Agreement. The Owner also acknowledges and agrees that the Company may pass on to the Hirer the name and address and contact details of the Owner.

Waiver

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or and other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right of remedy

No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict any further exercise of any such right or remedy.

Severance

If any provision of this Agreement (or part of any provision) is found by any court or other authority competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall be affected.

If the provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Entire Agreement

Except as otherwise provided in writing, this Agreement and any documents referred to in it constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement. The Company and the Owner expressly agree and confirm that any Bookings made prior to the date of this Agreement shall be deemed to be included within and covered by the terms of this Agreement.

Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement or those documents.

Nothing in this clause shall limit or exclude any liability for fraud.

Assignment

The Company may at any time assign or transfer all or any of its rights under this Agreement any lay subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.

Rights of third parties

Only the Company (which shall include its assignees) and the Owner shall have any rights under this Agreement and a person who is not a party to this Agreement shall any rights under or in connection with it.

Notices

Any notice or other communication required to be given under this Agreement shall be in writing and shall be sent by pre-paid first class post, recorded delivery or by commercial courier to the other party and for the attention of the Company or as the case may be Owner.

Governing law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with the Agreement or its subject matter.

No Partnership

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties.

This agreement has been executed and is delivered and takes effect on the date stated at the beginning of it.

Signed on behalf of Tewitfield Marina Ltd

Name

Position

Date

Signed on behalf of the Owner

Name

Position

Date