JGL Sporting Links Ltd

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OWNER - TERMS AND CONDITIONS

JGL Sporting Links Ltd will initially visit to inspect your property for suitability and will then place details of your home on our sporting lettings website under the appropriate event heading (<u>www.jglsportinglinks.co.uk</u>). It is expected that the Tenant will be associated with the Event, either taking part themselves, sponsoring the Event or working at the Event. JGL will liaise with you and any potential Tenant in relation to viewing enquiries and negotiations.

1. JGL SPORTING LINKS LTD acts as booking agent on behalf of the Owner. The contract is between the Owner and the Tenant and JGL will hold the Tenant's damage deposit as stakeholder which will be refundable as per the terms of the Letting Agreement.

2. The letting period will be a standard period for each event and will be clearly stated prior to booking and by agreement between Tenant and Owner.

3. The Owner confirms they have the legal right to enter into this agreement and to grant a tenancy at the property.

4. The Agent will ascertain the identity of the proposed Tenant upon application. The Agent will obtain the Owner's approval before agreeing any tenancy upon the Owner's behalf. The Agent will not reference any Tenant unless agreed in writing at an additional cost to the Owner of £100 per Company reference and £45 per person, if an individual.

5. Agency approved Tenancy agreements will be used in all instances, without variation, to ensure fairness, consistency, and clarity for all concerned. At the time of booking the Tenant will pay a non-refundable holding deposit, which amounts to 30% of the gross rent. The balance will be due at least 60 days prior to the Event together with a damage deposit amounting to 30% of the rental. For bookings made less than sixty (60) days before the Event, the full rent plus damage will be due on signing the Agreement (130%). The Agent will hold the refundable damage deposit as Stakeholder as per the terms of the Agreement.

6. When The Agent is in receipt of full cleared funds and prior to the Event, the Owner will be paid 80% of the gross agreed rental, less the Agency's agreed total fees of 18% inclusive of VAT. The remaining 20% will be paid to the Owner after the Event and may be used in agreement with the Owner to pay for any emergency repairs or similar if required over the letting period (see Emergencies below) Please note that no payment will be made to a Owner until the Agent has been provided with a valid Owners Gas Safety Certificate, EICR and Fire Risk assessment and JGL have received written confirmation that the Insurers of the Property have been notified that it is to be let for the Event with adequate liability insurance included.

7. If the full amount of the rental is not paid by the due date, the Agent on behalf of the Owner shall be entitled to cancel the reservation and the Tenant will forfeit the deposit.

8. If the Tenant wishes to cancel the reservation more than 60 (sixty days) before the Event, they will forfeit the 30% deposit. If the property is relet for the period reserved a refund will be made dependent on the rent achieved, less the administration fees of the Agent.

9. The Owner can only cancel in the event of causes beyond his control such as fire, storm, fire or similar or in the event of the death or serious incapacity or injury to the Owner or a member of his household.

10. Where the Owner wishes to cancel the agreement according to the terms, they will refund all fees paid by the Tenant and indemnify the Agent against any claim against them which may be brought by the Tenant

11. In the event The Championship takes place "behind closed doors" or is postponed or cancelled the Tenant will be given the right to cancel the tenancy agreement within 7 working days of the announcement. All fees will be refunded to the Tenant in these circumstances.

12. In the event The Championship runs to a Monday/Tuesday finish the Tenant requests the option to extend the any additional rent to be paid on a pro – rata basis

13. Emergencies In the event of the Agent being unable to contact the Owner, or their designated keyholder in cases of emergency (water ingress, breakdown, etc) the Agent reserves the right to carry out emergency repairs to make good the property for the remainder of the rental, payment for which will be taken from the 20% contingency monies held by the Agent. The 20% contingency deposit will be released to the Owner as quickly as possible after the letting period and no later than August 31st.

14. The Owner undertakes to present the property in an absolutely clean and tidy condition with all beds made up together with additional bed linen and towels as per the Agent's leaflet 'How to prepare your property". If the property is deemed uninhabitable due to uncleanliness or disrepair the Tenant will have the option of being moved to alternative accommodations at the Owners' expense.

15. The Owner will be responsible for informing their buildings and content's Insurance Company of a let.

16. The Owner will be responsible for providing public liability insurance cover to a liability of £2 million

17. The Owner will be responsible for obtaining a current Owner's Gas Safety Certificate.

18. The Owner will be responsible for obtaining a Fire Risk Assessment and will provide an "Advice for Tenant's Information Sheet" on where a fire extinguisher, fire blanket and smoke alarms are installed in the property.

19. The Owner will ensure there is a smoke alarm on each floor of the property, a fire blanket in the kitchen and at least one fire extinguisher in the property.

20. The Owner will ensure that Carbon Monoxide detectors are installed in high-risk rooms, such as where solid fuel heating systems are installed and where a gas boiler is installed.

21. Electricity, gas or oil consumed is included in the rental as is the telephone rental, local council tax and insurance on the property (excepting the Tenants' personal belongings which should be covered by the Tenant's own insurance policy).

22. WIFI Data should be "Unlimited", where there is a download limit this should be made known at the time of listing. The Tenant will be responsible for the cost of any calls or charges on the telephone account, movie/wifi download, or purchase or expenditure incurred through digital media systems or app download exceeding in total £50. On provision of fully itemised accounts by the Owner to The Agent for the period of Agreement any monies for which it is agreed that the Tenant is responsible, will be deducted from the damage deposit.

23. The Owner of the property or his/her representative shall allow the Tenant quiet enjoyment of the property. Access to the property during the period of occupancy should be by prior appointment only, except in cases of emergency.

24. The Owner agrees that all surveillance cameras and or "Ring" style doorbells will be operated within current laws. CCTV will be made known to the Tenant and if requested would be turned off during the Event. Guidance can be found here. Domestic CCTV systems – guidance for people using CCTV | ICO.

25. The Agent will not be liable for any act or neglect or default on the part of the Owner or for any loss, damage, expense, accident, injury or inconvenience whether to persons or to property which the Tenant or any member of his party or any other person may suffer or sustain arising out of or in respect of the reservation or otherwise howsoever caused.

26. The Agent cannot accept liability for happenings outside its reasonable control, including without limitation breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, annoyance through local

flora and fauna, damage resulting from exceptional weather conditions or the Owner's negligence resulting in loss, injury or accident. The Owner should have adequate Liability Insurance in place.

27. In the event of a dispute the agent will endeavour to assist in resolving the disagreement but is not responsible for reaching a resolution. The Owner would be required to seek independent legal advice in this instance.

28. The Agent is not liable for any claim for compensation from the Owner in respect of any booking not honoured by the Tenant.

29. The Agent is not under any obligation to guarantee a Tenant is found for the duration of the Event at the Property.

30. These terms are in accordance with English and Welsh Law. The English Courts will have jurisdiction in hearing any claims in relation to these terms.

31. If any of these terms contradict the tenancy agreement, then the tenancy agreement shall take precedence.