



 | SYKES HOLIDAY COTTAGES

Your agreement with us
Standard terms & conditions

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Your agreement with us

Standard terms and conditions



1. Our appointment as your agent

- 1.1.** You appoint Sykes Cottages Limited referred to in this agreement as **us** as your only letting agent to promote, arrange and accept holiday bookings from holidaymakers who want to rent the property on your behalf, and we accept the appointment on these terms. This means you must not appoint anyone else as your letting agent, list the property on any website or booking service, or take bookings direct from holidaymakers who have previously booked the property with us. If you take bookings direct from holidaymakers, you must keep to paragraph 8 of these terms (Your booking allowance and property availability).
- 1.2.** When we accept a booking, a legally binding contract for letting the property will be entered into direct between you and the holidaymaker, including the booking terms and conditions, which you can see at www.sykescottages.co.uk/uk-booking-conditions.html (the **booking conditions**).
- 1.3.** The agreement begins on the start date (set out in the key terms page) and will stay in effect until you or we end it under these terms.

2. Our services

- 2.1.** We will do everything we reasonably can to provide the following services to you (the **services**).
- 2.1.1.** Market and advertise the property, including listing it on our website, any of our group company or business websites, or any third-party website or booking service.
- 2.1.2.** Negotiate and accept bookings for letting the property on your behalf.
- 2.1.3.** Arrange to collect payments from holidaymakers and, after deducting amounts due to us under the agreement, pay the remaining balance to you. You agree that when we receive a payment from a holidaymaker, the holidaymaker's debt to you for the amount of that payment is settled.
- 2.1.4.** Manage the price for bookings.
- 2.2.** If we list the property on any of our group company or business websites, or any third party website or booking service, you are accepting bookings made through that website or booking service and you will enter into a legally binding contract with the holidaymaker as shown in clause 1.2.
- 2.3.** We may offer other services at extra costs. If you want other services, we may give you a separate agreement or terms for those services.

3. Marketing and advertising materials we use

- 3.1.** We will produce any artwork and copywriting that is included in our marketing material, websites and social-media pages. We own, or have permission to use, this content and it is protected by law. 'Sykes Cottages' and 'Hogans Cottages' are registered trademarks of Sykes Cottages Ltd and we do not give any permission for their use (including in any online marketing).
- 3.2.** We may use material you have given us when providing our services. By providing material to us (including any photographs, descriptions or videos), you grant to us, and anyone else we authorise, unlimited, non-ending and free permission to change and use your materials for any purpose connected with providing our services. You promise that:

- 3.2.1.** you have the right to allow us to use these materials;
- 3.2.2.** using your materials will not affect any copyright of anyone; and
- 3.2.3.** any information in the materials you provide is true, complete and up to date.

4. Your property and responsibilities

- 4.1.** You promise to us that at the start date and throughout the length of the agreement, the following will apply.
- 4.1.1.** There are no restrictions on you providing the property to holidaymakers in line with these terms or the booking conditions, whether relating to the title deeds to the property, a planning authority, mortgage restrictions or otherwise. (If you are in doubt, please get independent professional legal advice.)
- 4.1.2.** You will maintain insurance policies to meet your liabilities (legal responsibilities) under the agreement, including the minimum public liability insurance policy cover set out in the key terms page for public liability insurance for the property. You need to keep your insurance cover for the length of this agreement and, if we ask, give us copies of certificates of insurance, policy terms and schedules and the receipt for the last premium you paid.
- 4.1.3.** You will meet (and make sure the property meets) any guidelines or policies we provide and all laws and regulations which may apply (in particular relating to fire, health, safety, utilities, planning and data protection).
- 4.2.** You will promptly give us written updates or changes to the information you provide to us about you or the property and you must let us know promptly if there are any alterations to the property (however minor) which would make our descriptions of the property inaccurate, incomplete or misleading. If a holidaymaker cancels a booking in line with the booking conditions as a result of these changes, you are responsible for paying the booking cancellation fees set out in paragraph 7.6.
- 4.3.** You will tell us if you plan to sell the property and will work with us to make sure all bookings before the date of sale are fulfilled. You must not display a 'sale notice' at or near the property or carry out viewings when the property is occupied by holidaymakers.
- 4.4.** You will make sure the property is vacant when provided to holidaymakers and that they have access to the property for the full booking period.
- 4.5.** You will make sure the property is clean, tidy, in good repair and maintained to any standard shown under these terms, the booking conditions or the guidelines or policies we give to you. If we tell you that the quality or specification of the property does not meet these requirements, you must use all reasonable efforts to tackle the issues we raise in a timely way or within a timescale you agree with us.
- 4.6.** In terms of each contract between you and holidaymakers, you will:
- 4.6.1.** fulfil all your obligations under the booking conditions and promptly tell us if you are aware that you or a holidaymaker has broken those conditions;
- 4.6.2.** only try to enforce the booking conditions or pursue any debt owed to you by holidaymakers in good faith and acting in a

fair and reasonable way, after telling us in writing you will do so; and

- 4.6.3.** let us know in writing about any terms you want to include in the booking conditions for the property, for example restrictions relating to pets or listed properties.
- 4.7.** You are responsible for all taxes (whether local or national) relating to the property or any amounts you receive from us.
- 4.8.** We may need information about, or access to, the property to check you have kept to these terms. You agree to give us and our agents access to the property on reasonable notice to inspect the property. You also agree to promptly give us any information we may reasonably need in connection with the agreement and the property (for example, information about health and safety, gas safety certificates, or fire-risk assessments).
- 4.9.** You will at all times fulfil your obligations under relevant data protection and privacy laws. We will share with you personal information about the holidaymakers making bookings and, if available, about any other guests. You must only use this personal information for the purposes of fulfilling your obligations under the booking conditions and these terms. You must not send (or arrange to be sent) any marketing communications to holidaymakers (by email, phone, text or otherwise) and you may not sell or share that personal information with anyone else.
- 4.10.** You agree that you will compensate us in full for losses or liabilities we suffer (directly or indirectly) that arise out of any:
 - 4.10.1.** request or demand by HM Revenue & Customs (or equivalent, or similar tax authority overseas) that we pay tax on amounts we receive in connection with you or the property; and/or
 - 4.10.2.** any claim, action or legal proceedings brought (or threatened to be brought) against us by any person (other than you) in connection with the property (including any claim, action or legal proceedings relating to health and safety and other laws and regulations which apply relating to the property).
- 4.11.** You agree that we can recover all reasonable costs, expenses and fees (including any debt-collection agency fees and connected legal fees) we or our appointed representatives have had to pay in recovering any money you owe us under this agreement (including those under clauses 4.10, 7.6, 10.2 and 13.2). We will add these amounts to any other amounts you owe us and you will have to pay them to us.

5. Online portal

- 5.1.** We may provide you with access to our web-based online portal (known as the **owner portal**).
- 5.2.** We will give you details of bookings via the owner portal or by email or text message.
- 5.3.** You must keep your log-in details confidential. If you are aware of any unauthorised use of those details, you must tell us immediately.
- 5.4.** We provide access to the owner portal 'as is' and on an 'as available' basis. We make no promises about the use, availability or accessibility of the owner portal, but we will do our reasonable best to make sure your access to it or its content will be uninterrupted, timely or free from mistakes and viruses.

6. Bookings, booking conditions and prices

- 6.1.** We may make changes to the booking conditions from time to time by telling you, by post or email. If the changes are not significant and do not negatively affect your rights or obligations, we may let you know you by posting the amended booking conditions on our relevant website. The changes:
 - 6.1.1.** will take effect 14 days after the date of our notice or the date on which we post the amended booking conditions on our website; and
 - 6.1.2.** do not apply to any bookings we have accepted before the

date on which the changes take effect; unless the changes we make are to reflect changes in relevant laws and regulatory requirements, in which case they will apply to every existing and future booking for the property and they may take effect sooner (as long as we give you the relevant date).

- 6.2.** Unless we agree a fixed-term agreement to end on a certain date, the property will be available at any time for booking by holidaymakers through us for 24 months in advance. This will not affect your rights to end this agreement in line with these terms, as long as you meet your obligations under these terms and the booking conditions.
- 6.3.** We automatically calculate the rental price offered to holidaymakers during this 24-month period and update it and release it every month on our booking system. For bookings made on dates falling within the first 12 months of that 24-month period, your price-management policy will apply to the rental price (please see the key terms page for more detail). But for the next 12-month period we will set the rental prices as we decide, which will typically be higher than the equivalent week in the previous year.
- 6.4.** We can charge holidaymakers a booking fee and, if they apply, fees for any extra services we offer as well as the rental price they pay for using the property.

7. Cancelling bookings

Bookings cancelled by a holidaymaker

- 7.1.** If a holidaymaker cancels a booking, you will be entitled to receive (or keep) any part of the rental payment we have received for that booking (less any deductions we are entitled to keep under these terms). This applies unless the holidaymaker is entitled under the booking conditions to cancel a booking and to receive a full or partial refund of the rental price (for example, if you have done something wrong and not met to your obligations under the booking conditions). If this is the case, you must immediately return to us any amounts you have received for the cancelled booking. You will also have to pay the booking cancellation fees set out in paragraph 7.6.
- 7.2.** We may offer the dates again as a result of a cancellation by a holidaymaker. If we do this, we can offer those dates for booking at a rental price that we (acting reasonably) decide is appropriate. If the dates are booked again, you agree that we will be entitled to keep any part of the rental price for those re-booked dates that are more than the amount you would have received had the original booking for those dates not been cancelled.

Bookings you cancel

- 7.3.** You may not cancel a booking unless you are allowed to do so under the booking conditions. If you cancel a booking for any reason you must pay us the booking cancellation fees set out in paragraph 7.6 below.
- 7.4.** If you do cancel a booking, you may also have to pay the holidaymaker compensation under the booking conditions.

Bookings we cancel

- 7.5.** We may stop accepting bookings for the property or cancel one or more bookings if:
 - 7.5.1.** we have ended the agreement (in line with paragraph 14);
 - 7.5.2.** we become aware of any health-and-safety or quality-related issue with the property or its immediate surroundings; or
 - 7.5.3.** you break the terms of the agreement or the booking conditions. If we cancel a booking for any of the reasons outlined in this paragraph 7.5, you still have to pay us the booking cancellation fees set out in paragraph 7.6 below.

Booking cancellation fees

- 7.6.** If a booking is cancelled and you have to pay the booking cancellation fees under paragraphs 4.2, 7.1, 7.3, 7.5 or 14.3, you must pay us the total of:

- 7.6.1.** all money you have received for that cancelled booking;
- 7.6.2.** the booking cancellation fee (shown in the key terms page) for the cancelled booking;
- 7.6.3.** an amount equal to the commission we would have received had the original booking not been cancelled (as it is our fee for services already provided);
- 7.6.4.** any amounts paid by the holidaymaker for the relevant booking, including any VAT, booking fees and fees for insurance provided through us (if this applies); plus
- 7.6.5.** any amounts that we have paid or have agreed to pay to another person as a result of taking the cancelled booking and which we cannot recover or avoid paying. This will be up to £100 not including VAT. These amounts may include, for example, any commission we pay to other people, VAT and fees relating to any insurance for the booking.

8. Your booking allowance and property availability

- 8.1.** Your initial availability period is set out in the key terms page. The property must be available for bookings during this period. The initial availability period begins on the first availability date for the property, which is set out in the key terms page or which we tell you about in writing.
- 8.2.** You may agree a personal booking allowance with us in writing. This means that during certain periods you are only entitled to use the property for your own purposes (including bookings you take personally) for a time we allow. Unless you agree a different personal booking allowance with us, your default personal booking allowance option will be Tier 2 Partial flexibility. For more information about the relevant periods and booking allowance, please see the 'Your booking allowance' section of the key terms page and the extra policies we give you.
- 8.3.** You must not use the property if this will result in you going over your booking allowance. If you do, the property will not be available for us to rent to holidaymakers for the minimum availability we expected. In this case, for every period you go over your booking allowance, we may charge you the commission we would have been paid for that period had the property been available and booked. Or we may review your booking allowance and the relevant commission level if the allowance is not enough for you.
- 8.4.** You will check availability with us before you use the property if it means that it is not available for rental. Any bookings we have taken for the property will be prioritised over your or any other person's use of the property and you may not use the property for any period we have taken a booking for.
- 8.5.** If you make your own personal bookings for the property or it becomes unavailable for letting through us for any other reason, the following will apply.
 - 8.5.1.** You can only do this using the same booking patterns and periods that you make available for booking through us. For example, if you do not offer short breaks (one to six nights) through us, we will class any personal booking for periods of less than seven nights as a full week booking and we may charge you commission in line with paragraph 8.3.
 - 8.5.2.** You must block out the calendar availability for the relevant period on the owner portal.
 - 8.5.3.** You must not let the property out at a price lower than the most up-to-date price a holidaymaker would pay if booked direct through us for the same period, including any extra fees we charge such as booking or administration fees. Our up-to-date rental prices are available on our website and the owner portal or we can provide them if you ask.

9. Payments we make to you

- 9.1.** We will transfer to you the rental price we receive from

holidaymakers for bookings of the property (after deducting any amounts that apply, fees or charges due to us which we are entitled to take and keep).

- 9.2.** We will transfer amounts due to you on or around the 25th of the relevant calendar month by BACS transfer (or any other automated transfer system we may choose) using account details you give us.
- 9.3.** The amounts we pay to you will include any deposit and balance rental payments due to you that we receive before the second Saturday of the relevant month (if not already paid to you). If the amount due to you in any month is not more than £100, we may carry this forward for payment in the next calendar month.
- 9.4.** Where possible, we will deduct our commission, any fees or charges or other amounts you owe us from the booking deposit we receive from a holidaymaker. However, we may take any amount you owe us from any amount which we owe you and which arises under any agreement between us. We may also use any rental payments we receive from holidaymakers under any agreement with you to pay the fees and charges due to us under the agreement.
- 9.5.** If an event takes place which entitles us to end the agreement immediately under paragraph 14.2, or we reasonably believe that such an event may happen, without affecting any other rights we may have, we may not pay you the rental price we receive from holidaymakers in the way described in paragraphs 9.1 and 9.2 above. Instead, we will hold the money we receive from holidaymakers for bookings and pay you after the relevant holiday has been completed. We will let you know if we plan to do this. Money released after the end of the relevant holiday will be shown in the monthly statement we give you in line with paragraph 9.6.
- 9.6.** Each month, we will make available, via the owner portal or by post or email, a written monthly statement setting out details of:
 - 9.6.1.** any part of the rental price we have received for bookings; and
 - 9.6.2.** the fees, charges and other amounts due to us which we have deducted under these terms. If you think a statement is wrong, please contact us promptly.

10. Our fees for our services

- 10.1.** As well as any other fees and charges you have to pay under the agreement, you agree to pay the following fees in connection with the agreement:
 - 10.1.1.** the **set-up fee** set out in the key terms page
 - 10.1.2.** an **annual fee** set out in the key terms page which is due after the first six months and then every year after this; and
 - 10.1.3.** the **commission** set out in the key terms page.
- 10.2.** You must pay all taxes relating to payments made under the agreement including, if it applies, VAT at the current rate. If we issue an invoice to you, the amounts will be due within 30 days of the date of you receiving our invoice, otherwise they will be due on the date we take them, in line with paragraph 9 above.
- 10.3.** We and you must meet any requirements under the law which applies relating to VAT (or other taxes). If you are registered for VAT or have to provide VAT invoices to holidaymakers relating to payments made to you in connection with the agreement, you will do so.
- 10.4.** If under any law or regulation we have to make any deductions or withholdings (including for VAT, other taxes or duties) for any payments made under the agreement, you authorise us to keep from the money we would pay you, an amount equal to the amount to be taken or withheld.
- 10.5.** If you do not make any payment to us by its due date, we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England. This interest

will build up on a daily basis from the due date until the date the overdue amount is paid, whether before or after any court judgment. You must pay us interest together with any overdue amount.

10.6 Any dispute between us over any fees or charges will not prevent us from continuing to offer bookings for the property.

11. Complaints and queries

11.1. You must respond to queries and complaints made by a holidaymaker and do your best to settle them. You must make sure a representative is available to go to the property at short notice at reasonable hours to deal with issues or complaints.

11.2. For complaints made direct to us, we may (but do not have to) try to resolve them and you will provide reasonable co-operation and help. We can offer holidaymakers compensation (to fully settle any claims against you and us) of up to 20% of the rental price. If a holidaymaker accepts any offer of compensation we make in line with this paragraph 11, you agree we can settle the complaint on your behalf and you will refund us any amounts we pay to the holidaymaker.

11.3. Even with the process in paragraph 11.2, you alone are responsible for dealing with all complaints and queries. If we do not agree with the holidaymaker, we will be entitled to give them your contact details to deal with you direct.

12. Our responsibility for loss or damage you suffer

12.1. If you are a consumer (that means if holiday letting is totally or mainly outside your trade, business, craft or profession) and we do not keep to the terms of the agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking those terms or failing to use reasonable care and skill. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the start date, both we and you knew it might happen, for example, if you discussed it with us in the period leading up to or during the pre-contract process.

12.2. We do not exclude or limit in any way our liability to you if it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or for breaking your legal rights in relation to the services (if it is unlawful to exclude or limit this liability).

12.3. If you are a consumer then, depending on our obligation to transfer the rental price we receive from holidaymakers to you in line with paragraph 9.1:

12.3.1. we will not be liable for any liabilities or losses your business suffers; and

12.3.2. if you use the services for commercial or business purposes, we are not liable to you for any loss of profit, loss of business or business opportunity or business interruption (whether foreseeable or not).

12.4. If you are a company or business entering into the agreement and you are not a consumer, then, depending on paragraph 12.2 and our obligation to transfer the rental price we receive from holidaymakers to you in line with paragraph 9.1, the following will apply.

12.4.1. We will not be liable to you or anyone else (whether in contract, for breaking any duty of care we owe to you, for negligence or otherwise) for loss of profit, loss of business, business interruption, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill (in each case whether direct, indirect or special) or any consequential loss as a result of loss or damage (such as loss of rent), other indirect or special losses.

12.4.2. Our total liability under or in connection with the agreement

for all liabilities, losses, expenses, damages, claims or interest (whether in contract, tort including negligence or otherwise) will never be more than the total commission we receive from you for our services in the calendar year in which you make a claim.

13. Your rights to end this agreement

13.1. You may end this agreement by giving us at least six months' written notice, as long as:

13.1.1. the notice does not come to an end before the end of the initial availability period set out in the key terms page, during which time the property will be available for bookings; and

13.1.2. the property is also available for bookings during the six-month notice period.

13.2. If:

13.2.1. you serve notice to end the agreement on a date earlier than allowed under paragraph 13.1; or

13.2.2. we serve you notice to end the agreement under clause 14.2.8., then, without affecting any other rights we have, you must pay us the early cancellation fee set out in the key terms page (which will be reduced to £150 not including VAT if we receive your written notice before we list the property on our website).

13.3. You may also end the agreement in the following circumstances.

13.3.1. If we break the terms of the agreement in a serious way and either that cannot be put right or, if it can, we do not do so within 30 days after receiving a written notice from you asking us to do so.

13.3.2. If you do not agree to any amendments to the booking conditions that we make, you may end any agreement with us to which those changes apply.

13.4. If you have told us that you want to end the agreement for any reason, we will not take any new bookings from holidaymakers for any dates after the date the agreement is due to end. However, if before receiving your notice we have already taken bookings for any dates that fall within the 12-month period after the date we receive your written notice, you agree to honour those bookings in line with the booking conditions and these terms (which will apply to any bookings). If before receiving your notice we have already taken bookings for any dates that fall after that 12-month period, we will cancel the relevant bookings with holidaymakers. You must then immediately return to us any amounts you have received for the cancelled bookings and we will refund the rental price to the holidaymaker (if this applies).

14. Our right to end the agreement

14.1. We may end the agreement (including during any initial availability period) by giving you at least three months' written notice.

14.2. We may also immediately end the agreement (including during any initial availability period) by giving written notice to you if any of the following events take place:

14.2.1. You break the terms of the agreement in a serious way and either that cannot be put right or, if it can be put right, you do not do so within 30 days after receiving a written notice from us asking you to do so.

14.2.2. We receive more than five complaints about you or the property in any three-month period.

14.2.3. If we receive a complaint about you or the property in relation to 50% or more of the bookings made for the property.

14.2.4. If in our reasonable opinion:

- (i)** the property is uninhabitable or is unsuitable for lettings; or
- (ii)** the property does not meet the quality requirements or specification agreed under these terms, the booking conditions or the guidelines or policies we give you.

14.2.5. You try to sell, demolish or otherwise get rid of the property.

14.2.6. Someone other than you starts or threatens to start legal proceedings against us in connection with the property.

14.2.7. You become bankrupt or, if you are a company, go into

liquidation (whether voluntary or compulsory), are dissolved, make an agreement with your creditors or have a receiver, administrative receiver or administrator appointed over all or any part of the property or your other assets. It also applies if a petition is presented, or a meeting is held for the purpose of considering a resolution for making an administrative order or your company is wound up.

14.2.8. If, in our reasonable opinion and before we list the property for bookings, we decide that we have not received enough information or contact from you to allow us to market and advertise the property under this agreement.

14.3. If we are entitled to end the agreement for any reason mentioned above, without affecting any other rights we have:

14.3.1. you must pay us the early cancellation fee set out in the key terms page; and

14.3.2. we may also end any or all other agreements with you (even if you have not broken the terms of those other agreements) and we may cancel any bookings with holidaymakers under all agreements for dates falling after the agreement is due to end.

If we do cancel any bookings with holidaymakers under paragraph 14.3.2, you will be liable for paying the booking cancellation fees set out in paragraph 7.6 in the same way that you would if you cancelled the bookings yourself.

15. The consequences of the agreement coming to an end

15.1. On the date the agreement ends for any reason, the following will apply.

15.1.1. The terms of the agreement will stay in force for all:

(i) unfulfilled bookings made before the date the agreement ends; and

(ii) bookings made that you have to honour under these terms, and which have not been cancelled in line with these terms.

15.1.2. If you have cancelled the booking or we have cancelled the booking where you are at fault, we will be entitled to refund all amounts we hold for holidaymakers who have an unfulfilled booking that we cancel in line with these terms.

15.1.3. Any condition of the agreement that is intended to come into or continue in force on or after the end of the agreement, will stay in full force and effect.

16. Other important terms

16.1. We plan to rely on the written terms of the agreement and any document referred to in them in relation to the agreement between us. We and you will be legally bound by the terms of the agreement.

16.2. All notices, requests, permission or other communications under these terms must be made in writing (including email) and will be treated as being given:

(i) when delivered in person to the relevant address shown on the key terms page, at the time of their delivery;

(ii) when sent by first-class post, seven days after they were posted; or

(iii) when sent by email, at 9am on the next business day after they were sent.

16.3. You are not allowed to transfer your rights or obligations under the agreement to someone else without our written permission. We will not unreasonably withhold or delay our permission.

16.4. We may transfer our rights and obligations under the agreement to another organisation. We will tell you in writing if this happens and make sure your rights under the agreement are not affected.

16.5. The agreement is between you and us. No other person has any rights to enforce any of its terms.

16.6. If we are prevented or delayed from meeting our obligations under the agreement due to events or circumstances outside of our reasonable control, we will not have broken the agreement. We will contact you as soon as possible to let you know and we

will take steps to reduce, as far as possible, the effect of the event. If there is a risk of a substantial delay, you may contact us to end the agreement as long as you pay us any fees and payments due to us for services we have provided under the agreement.

16.7. Each of the paragraphs of these terms applies separately. If any court or relevant authority decides any of them are unlawful, it will not affect the remaining paragraphs which will stay in full force and effect.

16.8. If we do not insist immediately that you do anything you must do under the terms of the agreement, or if we delay in taking steps against you for you breaking the terms of the agreement, it will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

16.9. We will use any personal information you provide to us in connection with the agreement to provide the services, process any fees or charges and tell you about similar services to the services that we provide. (But you may ask us not to do so by contacting us.)

16.10 We may change any term of this agreement at any time by giving you notice in writing (which can include email) at least 30 days before any change takes place. If the change is unfavourable to you (as would be decided by a reasonable person in the circumstances), you may end this agreement by giving us 6 months' written notice. However, the change will apply from the date given in our notice. If you do not tell us that you want to end your agreement with us within 30 days of the date of notice of any change, we will assume that you have accepted the change and it will apply automatically on the relevant date.

17. Governing law and dispute resolution

17.1. The agreement is governed by English law and you can take legal proceedings in the English courts. If you live in Scotland, you can take legal proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can take legal proceedings in either the Northern Irish or the English courts. If you live in the Republic of Ireland, you can take legal proceedings in either the courts of the Republic of Ireland or the English courts.

17.2. Alternative dispute resolution. Alternative dispute resolution is where an independent body considers the facts of a dispute and aims to settle it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. You can send a complaint to the IDRS (part of the Centre for Effective Dispute Resolution) via their website at www.cedr.com/idrs/. IDRS will not charge you for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings. Disputes may be sent for online resolution to the European Commission Online Dispute Resolution via their website at webgate.ec.europa.eu/odr/.



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