

## Short Let Booking Form

In completing and signing this form you are instructing Draker Limited, (Co No 07107760), to undertake negotiations with the owner or owners of the property fo your choice.

### ABOUT YOU

APPLICANT(S) FULL NAMES .....

MAIN RESIDENCE ADDRESS ..... POSTCODE .....

HOME TEL. .... WORK TEL. .... MOBILE .....

EMAIL .....

OCCUPATION ..... JOB TITLE ..... LENGTH OF EMPLOYMENT .....

PURPOSE OF STAY (E.G. HOLIDAY, WORK, PERSONAL) .....

EMPLOYMENT DETAILS .....

EMPLOYER NAME .....

NUMBER OF OCCUPANTS .....

DO YOU HAVE ANY PETS? PLEASE STATE TYPE AND NUMBER: .....

### OTHER DETAILS

NAME(S) AND DATE(S) OF BIRTH OF ANYONE INTENDING TO OCCUPY THE RENTED PROPERTY WITH YOU .....

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IF THERE ARE ANY OTHER DETAILS OR INFORMATION OF WHICH YOU BELIEVE REASONABLY THE LANDLORD SHOULD BE AWARE IN RENTING THE PROPERTY TO YOU PLEASE PROVIDE THE DETAILS BELOW

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### PROPERTY TO BE RENTED

PROPERTY .....

RENT £ ..... TERM .....

PROPOSED MOVE IN DATE ..... PROPOSED VACATING DATE .....

IF THERE ARE ANY CONDITIONS WHATSOEVER THAT YOU MAY WISH TO ATTACH TO THIS OFFER, PLEASE SPECIFY SAME BELOW:

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.....

I / WE HEREBY ACKNOWLEDGE AND CONFIRM THAT ALL THE INFORMATION SUPPLIED ABOVE IS TRUE, ACCURATE AND CORRECT AND THAT I / WE HAVE READ THE TERMS AND CONDITIONS SET OUT OVERLEAF AND THAT BY SIGNING THIS DOCUMENT I AM LEGALLY BOUND BY ITS CONTENTS, TERMS AND CONDITIONS.

SIGNED ..... DATE .....

## TERMS AND CONDITIONS

These terms and conditions (the "Terms"), together with any documents referred to in them and the Booking Form, constitute the agreement made between Draker Limited (Co No: 07107760) ("Draker", "we", and "us") (this "Agreement") and the applicant(s). References to "the Landlord" are to the owner or owners of the Property to be rented detailed in the Booking Form and references to "the Tenant" are to a person entering into a holiday let agreement with the Landlord.

Words and meanings defined in the Application Form shall have the same meaning in these Terms, unless the context otherwise requires.

### 1 Booking Fees

- 1.1 A fixed booking fee of **£420** plus VAT (£504) is payable by you to Draker upon creation of a booking agreement enforceable by law and arranging the Property for your occupation.

### 1.2 Main Residence Address

- 1.2.1 This is your main place of residence, where you live for the majority of the year and on a long-term basis.

### 1.3 References and Identification

- 1.3.1 On the basis of the information provided overleaf in the Booking Form we will supply this to the Landlord for consideration in granting any booking to you. We request that you supply evidence of identification with supporting photographic evidence in the form of a passport or UK driving licence with photograph appended. It remains your responsibility to ensure we are supplied with copies of adequate identification and any other required information in a timely manner. We are unable to allow any booking to proceed on the provision of partial details being provided by the date you are due to move in and Draker reserve the right to cancel any move in on behalf of the Landlord where information requested is unsatisfactory or late.

### 1.4 Fraud Detection & Anti-Money Laundering

- 1.4.1 As a part of our fraud detection and anti-money laundering checks and in line with industry best practice, Draker will electronically confirm your identity

using Smart search technology ([www.smartsearch.co.uk](http://www.smartsearch.co.uk)).

We will conduct an anti-money laundering search and electronic identification verification using documents and data provided by you (usually a passport copy, home address, driver's licence and National Insurance number). At no point, will Draker share any of this data with any third party and all information provided will be electronically protected using appropriate online security measures.

### 1.5 Deposits

- 1.5.1 A deposit of a sum equal to four weeks rent (the "Deposit") must be paid in cleared funds upon signature of the booking agreement, unless otherwise agreed, and shall be in accordance with the terms of the booking agreement. All deductions made from the deposit at the termination of the booking shall only be made in accordance with this Agreement and any provisions in the booking agreement. The booking agreement is made between the Landlord and the Tenant and, accordingly, the Tenant acknowledges that the Tenant cannot hold Draker liable for any deductions that may fall into dispute or disagreement. Any interest due on the Deposit will belong to Draker.

### 1.6 Keys

- 1.6.1 Before the end of your tenancy and within 30 days prior to the end date, you agree to submit in writing to Draker the number of keys in your possession and confirm where the keys will be returned to. You will notify Draker should you be returning a different number of keys than what was provided to you at the start of your tenancy. You accept that failure to return all sets of keys by the expiry of your tenancy, unless otherwise agreed in writing, creates an unreasonable security risk that may result in a delay to the release of the deposit until any issues concerning the keys and security of the property are resolved with your landlord.

### 1.7 Check in and out procedure

- 1.7.1 The Landlord will instruct Draker on its requirements for establishing the inventory and check in and out procedure. The Landlord shall be responsible for any costs relating to check in, including producing an inventory and the tenant will be responsible for any

check out costs. Where the inventory check out is undertaken by Draker, the fee depends on the size of the property but the minimum charge is £200 plus VAT (£240). The charges for any property works may include a Draker arrangement fee for booking and ensuring works are carried out. Draker shall be entitled to charge for any appointments missed by you. At the end of the booking the Tenant is required to return the property in the same condition as which it was received at the start of the tenancy which includes cleaning and removal of any personal items not present at check in.

Unless otherwise agreed the cost of the check out and clean will be deducted from the deposit at the end of the tenancy before it is returned to you. Please contact Draker if you are unsure of the costs.

## 1.8 Condition and Furnishings

- 1.8.1 The level of furnishing provided at the property will be as when the Tenant views the Property, unless something else is agreed in writing and acknowledged in the booking agreement. Whilst Draker makes every attempt to portray all advertised properties as clearly as possible using floor plans and photographs, it cannot be responsible for the individual's satisfaction upon moving in when the Tenant has not viewed the Property in person.

## 1.9 Rental payments

- 1.9.1 On signing of the booking agreement, the full rent payment must be paid in cleared funds and Draker reserve the right to cancel or postpone any move in on behalf of the Landlord if funds have not cleared by the time of move in.

## 2 Management of the Property

- 2.1 When the booking commences, you will be advised who undertakes the management of the Property. Where Draker undertake the management of the Property, it may be necessary to obtain the Landlord's approval to any works prior to their implementation. If Draker undertakes the management of the Property and holds its keys we can, with your permission, provide access to any contractors. If we do not hold keys, it remains

your responsibility to provide any access necessary at all reasonable times to allow any viewings, repairs, maintenance or other works.

## 2.2 Early Departure, Tenant's Liability for Landlord's Costs and Changes to Tenants and Occupant

- 2.2.1 This booking is non-refundable once payment has been made and a contract signed. If you wish to terminate the booking before the final day of the contract and your Landlord agrees, you will be liable for any proportion of the commission payable by the Landlord to Draker for the remainder of the period of the tenancy agreement.

If there is any change in the identity for the Tenant or persons occupying any rented premises you must, prior to any changes, obtain the approval in writing of the Landlord, such approval not to be unreasonably withheld and, subject to the Landlord to carry out any additional searches such as, but not limited to, fraud or identification checks. If the Landlord approves any such changes Draker will draw up an amended agreement for signature by all parties and you will be responsible for the costs of same amounting to **£50** including VAT. You must notify the Landlord in writing of any additions to, or change in, the occupancy status of those family members under the age of 18. The same will apply for any renewal or extension of the original tenancy terms.

If you would like to propose any amendments to the booking agreement you will first need to seek the approval of the Landlord. Once approval has been given in writing by the Landlord, such approval not to be unreasonably withheld, Draker will draw up an addendum to the original tenancy agreement for signature by all parties and you will be responsible for the cost amounting to **£200** plus VAT (£240).

## 2.3 Insurance

- 2.3.1 It remains your responsibility at all times during the term of the tenancy agreement to insure your personal belongings and property.

## 2.4 HM Revenue and Customs

- 2.4.1 If the agreement requires payment of the rent directly

into the bank account of the Landlord and the Landlord is resident outside the United Kingdom, it is your responsibility to comply with the statutory requirements for deducting tax at source under the Non-Resident Landlords Scheme and accounting to HMRC accordingly. Draker can provide further advice on this issue where it applies to your booking agreement.

## 2.5 Value Added Tax

2.5.1 Any charges levied by Draker are subject to VAT at the prevailing rates from time to time in force.

## 2.6 Payments to and from Overseas Bank Accounts

2.6.1 You are responsible for any bank charges levied for payments made either by you or to you for monies sent from or to a non-UK bank account. Should you provide us with incorrect bank details which cause monies paid to you by Draker to 'bounce back' and incur any additional charges then you will also be responsible for these.

## 2.7 Data Protection

2.7.1 In carrying out our obligations under this Agreement we will comply with the provisions of the Data Protection Act 1998 to prevent unauthorised access to and use of any personal data relating to you. We will only use personal data that we hold to provide the services as set out in this Agreement and any related booking agreement unless we are required to disclose by law or any regulations of any governmental or similar authority.

## 2.8 Your Right to Cancel

2.8.1 If you are an individual entering into this Agreement otherwise than as part of your business and where you have signed it away from our offices after face to face negotiations or if all the negotiations have been by phone or email and you have not met our representatives face to face, under the terms of Consumer Contracts (Information, Cancellation and Charges) Regulations 2013 you have a right to cancel this Agreement within 14 days of signing it. You do not have to give any reason for cancelling.

If the above circumstances apply and you wish to cancel

this Agreement, you must do so in writing and deliver the notification of the cancellation to us personally, by post or sending it by email to the Managing Director. A form of cancellation notice is provided below:

To: Managing Director, Draker Limited, 1 Holbein Place,  
London SW1W 8NS Email: [ ]

I/We hereby give notice that I/we wish to cancel our  
Agreement [ref no/details of the Property] with you for  
the provision of services signed by us on [ ]

Name(s):

Addresses:

Signature(s):

Date:

Where you request that we begin to provide the services in this Agreement immediately and you subsequently cancel this Agreement during the cancellation period, you accept that you will have to pay us any amounts that have properly become due to us under this Agreement in relation to services already provided on your behalf.

A booking agreement entered into between a Landlord and you is separate from this Agreement made between you and Draker. The cancellation of this Agreement will not terminate a booking agreement and the right to cancel set out in this clause relates solely to this Agreement.

## 3.0 Complaints

3.1 If you should have any complaint concerning our services and which you are unable to resolve after discussion with the representative or negotiator of Draker you are requested to place your complaint in writing to a Manager whose details can be obtained by contacting Draker. An acknowledgment will be made to you with 3 working days of receipt of the complaint and a formal investigation will then be made. We will use best endeavours to provide you with a written response within 15 working days of receiving your complaint or let you know where that timetable cannot be met. If the complaint has not been resolved to your satisfaction, you have the right to complain to our Managing Director.

We are a member of The Property Ombudsman (TPO) Scheme. We therefore endeavour to comply with their Codes of Practice for Lettings from time to time in force. We can provide copies on request. Where a complaint to us has not been settled by us to your satisfaction, you have the right to complain to TPO within six months of receiving our final written viewpoint.

Draker reserves the right to make changes to these standard terms and conditions and any charging rates on reasonable notice in writing.

## DECLARATION

I / We have read and accept these terms and conditions set out in this Agreement and wish you to process this Application. ☐

I request that Draker processes this Application before the cancellation period has expired. ☐

SIGNATURE .....

DATE .....

### DRAKER LETTINGS

1 HOLBEIN PLACE LONDON SW1W 8NS T +44 (0)20 7042 9100 E INFO@DRAKER.CO.UK

COMPANY NUMBER 07107760 VAT NUMBER 987201501

Draker Lettings is a member of The Property Ombudsman, Client Money Protect and operates a full client monies protection scheme which means that all client funds are protected at all times. We are also members of the government authorised My Deposits protection scheme, ensuring that all tenants' deposits are handled correctly to give both tenants and landlords peace of mind.