

Terms and Conditions

For Property Owners Using Our Lettings and Management Services

Introduction

“Polaris Golf World Rentals” provides a full range of advertising, letting and management services for property owners who wish to register their properties with us. The purpose of this document is to explain what we do (and don't) do, and what we expect from you as partners in return. By signing, dating and returning a copy of this document you are making a contract to conduct business with us on these terms.

Definitions

The following terms have defined meanings within the whole of this document:

We / Us	Means “Polaris Golf World Rentals”
You	Means the company or individual signing this agreement. You warrant that you are legally entitled to offer the premises detailed for letting by us. Normally this means you are the owner of the property. If you are not the legal owner this must be made clear and your position must be made clear in writing
Customer or Holidaymaker or Tenant	Means the person or persons with whom we arrange a booked letting through our services
Property	Means a unit of accommodation which you are legally entitled to offer for short term let to a customer of ours

Service Outline

The essence of our service is that we provide the means to advertise properties for short term rental to customers, and to take bookings for these. We own our own properties but also offer properties belonging to you, on a commission basis. We also provide a range of on-site management services and a central customer services facility, which help turn your property into a complete holiday experience for customers without involving you in day to day arrangements. These services are all paid for by a structure of fees and commissions which we deduct out of the gross fees paid by the customer.

Sole Agency

Our system needs to be able to advise prospective customers about the availability of properties on the dates they select; therefore it is an essential operating requirement that you undertake to advertise solely through our service, and that you agree to inform us immediately of any dates when a property of yours is otherwise not available (for instance, because you are planning to use it yourself).

Monthly Accounting

Our service also takes booking fees from customers, either by credit card, or Bank transfers so the way in which we do business is to settle with you on a regular basis. Each calendar month we calculate the net monies to be paid to you for lettings completed in the previous calendar month. We calculate the amount to pay by adding up all gross rents for the applicable period and deducting all management fees, service costs and our commission. The balance will be sent to you by cheque on the 20th of the month following the period in question. I.e. Net fees for lettings which are completed in the month of June will be paid on 20th July. Where a letting period straddles the month end (eg where a holidaymaker rents your property for the last week of one month and the first week of the next) the payment will be in the month following the last day of the letting.

Our commission rate is **15%** of the total rental cost (excluding credit card fee). Management fees are charged separately as detailed later in this agreement.

Advertising

The first part of our service which everyone will see is our online advertising and booking system, located at www.dubai-accommodation-rentals.com. This is a sophisticated electronic commerce system which enables prospective customers to browse available properties, check availability on the dates they desire, specify chargeable extras such as welcome packs and complete a booking by providing their credit card details. When you sign up with us we will provide you with details of the what you will need to provide in terms of photographs and details of your properties so as to present them at their best. You will also need to provide a schedule of available dates when each property can be rented out and keep us informed of any changes to this. We enter these details into the computer system "behind" the web site, so that the details will be displayed as appropriate to anyone who browses for availability.

Customer Services

Our customer services department is located in Dubai. This is where bookings taken by the online system are administered. People can also ring our office during normal working office hours, Monday to Sunday, seven days per week to make bookings direct, to discuss any special requirements, add any extras or make alterations. They can also email our staff at this address at any time. Our Dubai office is also the location where we undertake all our accounting and logistical management.

Local Management Services

We also employ a local property manager in each resort. The local manager is responsible for ensuring that properties are correctly serviced according to the package of services you've arranged, and that each property is clean and ready for occupation before each letting commences. The local manager makes sure that any welcome pack requested by the customer is supplied and also acts as the local point of contact whilst customers are there. The local manager will provide each customer group with a number on which they can be reached in the event of a problem.

Minimum Inventory

You decide the quality and quantity of furnishings, equipment and utensils to be provided in your property when it is let out to customers. The level of what you provide, along with the location and decorative condition of the premises, helps to determine the "grade" of the property and the rent you can reasonably expect to receive. Nevertheless, there needs to be a standard minimum inventory. Details of this minimum inventory are provided in Schedule 'C' and you agree to ensure that this is provided from the outset. Where it is necessary to repair or replace items following a letting then we will advise you of what is necessary and you can either make arrangements to remedy the deficit through your own provision, or with our assistance. You will need to give clear written instructions to us if you wish to make your own arrangements, otherwise we will always make good the minimum inventory and deduct the charges for this from the following month's settlement account. Any recovery of costs for loss or damage from customers will be your own responsibility.

Linen

Clean linen is an important part of the basic minimum inventory. Three changes are required for maximum occupancy. Schedule C, which is a part of this agreement, includes a section where you and we can agree specified minimum quantities of bedding and towels. We undertake to ensure that all linen is cleaned and that your property is properly supplied with these items for the duration of each letting.

Rental Pricing Structure

With so many properties on offer in many resorts it is essential to find the right value for money combination that leads people to choose your property rather than someone else's.

Our Fee Structure

The yearly management fee is to be negotiated

Our set up charge to advertise each property of yours through our web site is €60 Euros or AED 350

Cleaning Service Costs

The following charges are all levied weekly according to the size of the property, during the periods when your property is being rented out :

Studio	To Be Negotiated €xx / £ xx per week
1 bed apartment	To Be Negotiated €xx / £ xx per week
2 bed apartment	To Be Negotiated €xx / £ xx per week
3 bed apartment	To Be Negotiated €xx / £ xx per week

Laundry Service Costs

The following charges are levied on a per person per week basis for weeks when your property is occupied by a customer:

Bed linen	To Be Negotiated €xx / £ xx per person per week (Bedspreads, duvet covers, sofa spreads etc..)
Towels	To Be Negotiated Studio €xx / £ xx per person per week

Welcome Packs

We provide two levels of welcome pack which customers can select and pay for at the time of booking. The basic welcome pack provides water, milk, tea, coffee and sugar and is charged to the customer at €To be negotiated / £ To be negotiated - The luxury package includes these same items plus 1 bottle of red wine, 1 bottle of white wine, six bottles or cans of beer and a carton of fresh orange juice, charged at To be negotiated €xx / £ xx. We can also supply other requested items depending on availability. E.g. A bottle of Champagne for special occasions.

Welcome packs are sourced and provided by ourselves, with the cost being added to the gross price paid by the customer ; therefore the charges collected for these are not passed on or included in commission calculations.

Callout Charges

We charge To be Negotiated € / AED for callouts. Our local management service provides a number which customers can call at any time (24 hours a day, 7 days a week) during their stay for anything from minor incidents to emergencies.

Specific Agreement Terms

The preceding paragraphs set out to outline the key aspects of the agreement between you and us and are deemed to be a part of the whole agreement. The following paragraphs, together with schedules A, B and C provide additional and more explicit terms that are also a part of the whole agreement between us and you.

The purpose of this whole agreement is to set out the terms on which you and we agree to work together. The scope concerns our full management service wherein we undertake to advertise and process bookings for the properties specified in Schedule A, provide services in accordance with Schedule B and pay to you the balance owed after deduction of our charges.

You agree not to instruct any other rental agency to represent you whilst this agreement is in force

There will be no term, period or duration to this contract. Either party may terminate this contract with immediate effect by giving written notice to the other party.

If terminated according to the previous paragraph, both parties must honour any customer lettings in progress and confirmed bookings in force on the day that written termination is delivered.

You will be solely responsible for insuring your property (/properties) and its (/their) contents for all risks.

You must ensure that your insurance covers all public liability obligations to customers renting the premises and to third parties

You are fully responsible for ensuring that your property (/properties) complies with all local laws when rented to customers.

You are entitled to unlimited use of the property for yourself, family, friends etc., but you must obtain confirmation of availability in advance from us and ensure that we are thus advised that the property is not available for customers to book. In the event of a prior booking having been accepted by us for any part of the period of intended use, you agree that the customer booking taken by us will have priority.

You are solely responsible for all bills, taxes (local and in the jurisdiction of your residency) and liabilities arising from the property and its use, including but not limited to rates, community fees, water, electricity, gardening, etc.

You will be solely responsible for ensuring that linen, towels, blankets etc. are available for the maximum occupancy of the property as specified in Schedule 'C'.

You will be solely responsible for ensuring that the minimum inventory items specified in Schedule 'C' are provided for each incoming customer and that repairs and replacements are paid for in order to maintain this standard. We will purchase any necessary items (including sets of keys) as instructed by you in order to fulfil this obligation. Any costs incurred by us in providing such items or services will be recovered by deduction in the next payment which we make to you.

In order to ensure that minor work can be carried out by us without excessive correspondence you authorise us to carry out any minor repairs or maintenance costing less than 90 euros or AED 450.00 without the need to obtain prior authorisation from you. Where repair or maintenance costs are likely to exceed 90 euros we will seek explicit authorisation from you prior to commencement of work. . Any costs incurred by us in providing such items or services will be recovered by deduction in the next payment which we make to you.

We will use our best endeavours to ensure that your property is advertised in accordance with the details you provide on our web site, and that customers are able to make bookings at times when you specify that the property is available.

We will process bookings and keep suitable records of each customer and all revenues and expenditure related to management of your property and each individual rental.

We will provide you each month with a detailed statement detailing fees which we have collected from rentals completed in the previous month less our management and service charges and any repair and maintenance charges that have arisen. Payments will be made to you on the 20th day of each month.

Signatories

We the undersigned agree to the terms set out in this agreement and the accompanying schedules.

Signed by YOU

Signed by US

Print Name _____

Print Name **MARIE WRONKO**

Capacity

Proprietor
Polaris Golf World Rentals

Date _____

Date _____

Schedule A

Details of Property to be included in this agreement. Where multiple properties are to be included please duplicate and attach numbered copies of this schedule.

PROPERTY _____ OF _____ (eg 1 of 1)

Property Name / Apartment Number and Address

Declaration

I confirm that I am the legal owner of this property or otherwise entitled to offer the property for short term rent. (If you are not the legal owner then strike out the words above and describe below the capacity in which you are entering this property into the agreement.

Signature

Date

Property Type _____ (Room, Apartment, House, etc..)

Bedrooms _____ (Specify number of bedrooms)

Reception Rooms _____ (Specify number)

Other notable features _____

Agreed GRADE _____ (As agreed with us)

Agreed rental rates

Schedule B

This schedule sets out the agreed rates for commission, management fees, service charges (cleaning, laundry), welcome packs and any other charges involved in our services. Charges itemised here override the guidelines rates indicated in the body of this agreement at the time of signature.

All charges will be reviewed annually on the anniversary of the agreement. We will provide details one calendar month before new charges come into force and the new charges will be incorporated into the agreement by issuing a replacement version of this schedule.

Period of charges _____ **to** _____

Annual Management Fee	£ _____ pa
Fee for adding each new property to the web site	£ _____ one time
Cleaning services (per week per property when occupied)	
Property 1 _____	£ _____ pw
Property 2 _____	£ _____ pw
Property 3 _____	£ _____ pw
Property 4 _____	£ _____ pw
Property 5 _____	£ _____ pw
Laundry Charges	
Bed Linen (charge per person per week)	£ _____ pw
Towels (charge per person per week)	£ _____ pw
Welcome Packs	

Schedule C

This schedule details the minimum inventory of items which you agree to provide in each property.

Furnishings, Equipment and Replaceable items

Bed Linen and Towels

For the avoidance of confusion we ask you to agree with us the number of changes of bed linen and towels which you will provide overall in each property covered by this agreement. For full occupancy we normally expect that you will provide three changes.