

# Your Lets Flexible Scheme & Your Lets Fixed Scheme Terms and Conditions

When you sign the 2023 Your Lets Flexible Agreement Form and/or the 2023 Your Lets Fixed Agreement Form you agree to join either the Your Lets Flexible Scheme and/or the Your Lets Fixed Scheme (as applicable) and you agree to comply with these terms and conditions. The 2023 Your Lets Flexible Agreement Form and/or the 2023 Your Lets Fixed Agreement Form (as applicable) together with these terms and conditions make up your agreement with us.

## Meanings of words

In this Agreement:

**"Bookings"** means bookings by our guests for your Holiday Home.

**"Dates"** means the 3, 4 or 7 night breaks shown on the 2023 Your Lets Flexible Agreement Form or the 2023 Your Lets Fixed Agreement Form (as applicable), which you have agreed to make available to us. You cannot have any of the same dates selected on both the 2023 Your Lets Flexible Agreement Form and the 2023 Your Lets Fixed Agreement Form if you are joining both schemes.

**"Holiday Home"** means your holiday home which is signed up to the Your Lets Flexible Scheme and/or the Your Lets Fixed Scheme.

**"Holiday Home Tariff"** means the amount paid to us in relation to accommodation charges by our guests to stay in your Holiday Home (and excludes any costs that are extras, including but not limited to, priority arrival, fishing permits, cots, high chairs, cancellation cover. The cost of such extras is retained by us). This amount is inclusive of VAT.

**"Letting Period"** means the period of all the Dates during your Park's 2023 holiday season.

**"Owner Account"** means your account with us which shows all amounts payable between you and us, whether under this agreement, the terms of your pitch licence agreement or otherwise.

**"Owner Hire Dates"** means the dates you reserve the Holiday Home for your use as indicated on the 2023 Your Lets Flexible Agreement Form or the 2023 Your Lets Fixed Agreement Form, or as agreed with us in writing in accordance with these terms and conditions. These dates are reserved for you and will not be used by our guests.

**"Owner Income"** means the amount we will pay you under this agreement depending on the Scheme you have joined. Under the Your Lets Fixed Scheme, this shall be the applicable rates for the Dates indicated on your 2023 Your Lets Fixed Agreement Form, subject to your Holiday Home being in Satisfactory Condition on those Dates. Under the Your Lets Flexible Scheme, this will be 70% of the Holiday Home Tariff.

**"Park"** means the Parkdean Resorts holiday park your Holiday Home is sited on.

**"Satisfactory Condition"** means compliant with the terms of this agreement, including but not limited to complying with all relevant safety checks, and in a condition suitable for occupation by our guests. Whether or not your Holiday Home is in Satisfactory Condition is determined by us in our absolute discretion.

**"Scheme"** means the Parkdean Resorts 2023 Your Lets Flexible Scheme and/or the 2023 Your Lets Fixed Scheme as applicable.

**"we", "us" or "our"** means Parkdean Resorts UK Limited (company number 05729719) whose registered office is 2nd Floor, One Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne, NE12 8ET.

**"you" or "your"** means you, the Holiday Home owner(s) as set out on the 2023 Your Lets Flexible Agreement Form and/or the 2023 Your Lets Fixed Agreement Form (as applicable).

## Agreement to make your Holiday Home available to us to hire and what we will pay you

You agree to make your Holiday Home available to us for the Letting Period so that we can hire it to our guests for holidays during your Park's holiday season dates (other than any dates you have identified as Owner Hire Dates). In return, we agree to pay you the Owner Income (see Your Owner Income below).

## Letting Period

As a minimum, unless otherwise agreed in writing with us, you must make your Holiday Home available under the relevant Scheme for the periods set out below:

**Your Lets Flexible Scheme:** a minimum of 10 full weeks. (Monday-Monday or Friday-Friday, with a consecutive 3 and 4 night break being considered as a full week. Saturday-Saturday is available only in Summer Peak).

**Your Lets Fixed Scheme:** a minimum of 5 full weeks. (Monday-Monday or Friday-Friday, with a consecutive 3 and 4 night break being considered as a full week. Saturday-Saturday is available only in Summer Peak.)

Please note that for either Scheme, 5 of the weeks must be within the peak dates. Of the peak dates 3 weeks must be in Summer Peak (21st July - 1st September) Peak dates are specified on the 2023 Your Lets Flexible or Your Lets Fixed Agreement Form.

If you join both the 2023 Your Lets Flexible Scheme and the 2023 Your Lets Fixed Scheme, the minimum you must make your Holiday Home available for use is 5 weeks under the Your Lets Fixed Scheme. There is no additional minimum requirement for the Your Lets Flexible Scheme.

If you join either Scheme after 3rd April 2023, the minimum period you must make your Holiday Home available under the relevant Scheme are set out below.

England/Wales	03 Apr	26 May	23 Jun	21 Jul	28 Jul	04 Aug	11 Aug	18 Aug	25 Aug	29 Sep
If you join the Scheme from the following dates										
You must make your Holiday Home available to us for a minimum of the following weeks under the Scheme	9	8	7	6	5	4	4	4	4	2
Of these, the minimum number of Peak weeks you must make your Holiday Home available to us is	5	4	4	3	2	2	1	1	1	1
Of these, the minimum number of Summer Peak weeks you must make your Holiday Home available to us is	3	3	3	3	2	2	1	1	0	0

Scotland	03 Apr	26 May	23 Jun	30 Jun	07 Jul	14 Jul	21 Jul	28 Jul	4 Aug	8 Sep
If you join the Scheme from the following dates										
You must make your Holiday Home available to us for a minimum of the following weeks under the Scheme	9	8	7	6	5	4	4	4	4	2
Of these, the minimum number of Peak weeks you must make your Holiday Home available to us is	5	4	4	3	2	2	1	1	1	1
Of these, the minimum number of Summer Peak weeks you must make your Holiday Home available to us is	3	3	3	3	2	2	1	1	0	0

If your Holiday Home has already been accepted onto a Scheme and you do not make your Holiday Home available for the relevant minimum period, we can remove your Holiday Home from the Scheme and remove any bookings already made for your Holiday Home.

Whilst we appreciate that school holiday dates vary across the UK, our decision regarding the dates of school holidays as shown on the 2023 Your Lets Flexible Agreement Form and/or the 2023 Your Lets Fixed Agreement Form (as appropriate) is final.

If you part-exchange your Holiday Home during the Letting Period you will need to end this agreement (see Ending this Agreement). If you want to sign up again and continue with a 2023 Your Lets Fixed/Flexible Scheme for that Letting period, you will need to reapply to the relevant Scheme for your new Holiday Home as soon as possible (by completing the relevant forms). If you reapply, we will take into account the dates you have provided under the agreement which has ended when calculating the minimum period, and you must make your Holiday Home available for these dates, if we accept them. Where there are future Bookings that were made prior to the part-exchange, you may still need to honour those Bookings in your new holiday home if we are unable to move them. In these circumstances the Owner Income for these Bookings will be based on the category of your previous holiday home.

## Your Lets Flexible

If you are on the Your Lets Flexible Scheme you must notify us if you would like to change your Owner Hire Dates, as soon as possible. If you have made your Holiday Home available for more than the minimum period specified above and there is no Booking on the date you request, we will honour your request. However, if there is already a Booking on the date you request, your request will be declined. You must give us as much notice as possible if you would like to add more Owner Hire Dates. If your request means you fall below the minimum period your Holiday Home needs to be available for the relevant Scheme, your request will be declined.

Where we allow you to amend your Owner Hire Dates, we will reserve your Holiday Home for your own use and we will confirm this to you in writing by either email, letter, or by notifying you on the owner portal (when this functionality becomes available). Please check your confirmation and make sure all details are correct.

To request to change your Owner Hire Dates, update your details, make a booking or view your account please contact the Owner Lets Team: Call: 0344 333 3442 (Monday - Friday 9:00 - 17:00, Saturday-Sunday 10:00 - 14:00), email: owner.lets@parkdean-resorts.com or log into the owner portal (when this functionality becomes available).

## Your Lets Fixed

If you are on the Your Lets Fixed Scheme you cannot cancel or swap any Dates.

If you have not met the minimum letting dates, you will only receive payment for Bookings under the terms of the 2023 Your Lets Flexible Scheme where your Holiday Home has been occupied by our guests. We will write to you to notify you of this.

We reserve the right to ask for your consent for extra use of your Holiday Home above the minimum 5 or 10 week period under the relevant Scheme. It is entirely up to you whether you want to provide your consent for extra use of your Holiday Home.

Where the Holiday Home is owned by more than one person all owners must agree the Dates and must also agree to the terms set out in this agreement by signing the 2023 Your Lets Flexible Agreement Form or the 2023 Your Lets Fixed Agreement Form (as appropriate).

## What standards must my Holiday Home meet to join a Scheme?

We will measure your Holiday Home against the criteria which can be found in the 'owner area' section on the Parkdean Resorts website based on the following:

- The size of your Holiday Home;
- The condition of your Holiday Home;
- The age of your Holiday Home; and
- Facilities in your Holiday Home.

There are specific requirements for the different Schemes. If you join both Your Lets Flexible Scheme and the Your Lets Fixed Scheme, you must comply with the specific requirements contained in the 2023 Your Lets Fixed Scheme.

## Your Lets Flexible

For the 2023 Your Lets Flexible Scheme a Holiday Home must match a hire fleet category on Park, it must have double glazing and central heating, it must be no older than the hire fleet at the Park and, in any event, no older than 12 years (2011). We may consider older Holiday Homes to be part of the Your Lets Flexible Scheme if we consider them to be of a high standard, however we are under no obligation to do so.

## Your Lets Fixed

Our Your Lets Fixed Scheme is available at some but not all of our parks. To be eligible for the 2023 Your Lets Fixed Scheme a Holiday Home must be on a park offering this Scheme, it must not be older than 9 years old (2014). It must match a hire fleet category at the Park, we must consider it to be of a high standard and it must have double glazing and central heating.

# Your Lets Flexible Scheme & Your Lets Fixed Scheme Terms and Conditions continued...

If your Holiday Home is on a Park that has Park Connect, which is our Wi-Fi service, your Holiday Home must have Park Connect installed in order to join a Scheme. If Park Connect becomes available at your Park after you have joined a Scheme, you must elect to have Park Connect installed in your Holiday Home as soon as it becomes available, otherwise we may remove your Holiday Home from the Scheme.

We will arrange to meet with you to inspect your Holiday Home to confirm which of our hire fleet categories your Holiday Home falls into. During the meeting we will also advise you of any work you must undertake to your Holiday Home or any additional inventory you require before your Holiday Home can be accepted onto either Scheme.

Your Holiday Home must maintain the standards with which it was categorised when you joined the Scheme throughout the Letting Period. If it does not, we may re-categorise your Holiday Home or remove your Holiday Home from the Scheme. This could result in charges being applied to your Owner Account for our loss of earnings where a Booking cannot be completed. We would contact you to notify you of this. We will undertake checks throughout the Letting Period to ensure your Holiday Home continues to meet the standards with which it was categorised when you joined either Scheme, including taking into account any guest feedback. We may use third party companies to gather guest feedback regarding their stay in your holiday accommodation.

You must complete the minimum safety checks on your Holiday Home as set out below to be accepted onto any Scheme.

We will carry out such maintenance and inventory replacements to your Holiday Home as we consider necessary during the Letting Period and charge the relevant costs to your Owner Account. If any individual maintenance or inventory replacements will cost over £100 we will agree this with you before the work is done. The only exception to this is where works have to be done immediately to ensure the health and safety of the occupants or we need to replace essential inventory items prior to a Booking, however we will attempt to notify you of any such exceptional works and/or inventory items and their cost as soon as reasonably practicable. Please note this is not the total cost of any works during the Letting Period, but the cost of any individual maintenance job or inventory replacement. Please note that we will notify you if any replacement items cost under £100. All such maintenance and inventory replacement costs should be paid in accordance with our payment terms.

## Your obligations

### Keys

Three sets of labelled keys for your Holiday Home should be handed to the Owner and Guest Experience Manager at Park as soon as reasonably practicable, and at least 4 weeks before the first Date.

### TV Licence

Your Holiday Home must have a valid TV licence for a full calendar year. For help visit [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk).

### Safety Checks

You must:

- provide us with copies of satisfactory gas and electrical testing certificates by a competent contractor for your Holiday Home and evidence of portable appliance testing. Gas and portable appliances must be inspected at least once a year and Holiday Home electricals inspected every 3 years; (5 year electric for chalet)
- check the connecting gas hose and gas pigtail is within its expiry date or within five years of the date printed on the hose;
- have a working fire extinguisher that is inspected annually. We will require proof of this annual inspection;
- have a smoke detector and a carbon monoxide detector within their expiry date;
- ensure the steps and any decking are in a good and safe condition;
- ensure all soft furnishings within the holiday home are compliant with fire and product safety law and have not been replaced or substituted with non-compliant items;
- ensure all doors of your Holiday Home are fitted with a turn lock; and
- ensure the shower head is descaled and disinfected at least quarterly.

Appliances must be inspected in accordance with our guidelines, as set out in park rules and/or your pitch licence agreement. Details of the testing required are available from the Park and inspection certificates will be held on Park.

We will charge for any inspection or testing you ask us to organise or undertake on your behalf. Such charges are payable in accordance with our payment terms. The team on Park will be able to explain the costs of such inspection / testing.

Gas bottles must be stored outside your Holiday Home in an adequately ventilated, non-combustible area.

### Hot Tubs

If you have a hot tub at your Holiday Home, you agree that we will complete all hot tub cleaning, maintenance and inspection services for you. This is to ensure your hot tub is maintained to the same standard as our hire fleet and is safe for our guests. Charges for hot tub maintenance will be billed to your Owner Account on a quarterly basis. For details of these charges please speak to the team on Park. Cleaning, maintenance and inspection services include:

- ensuring appropriate signage is in place;
- changing water before every Booking or weekly, whichever is sooner;
- cleaning the cover and steps prior to every Booking;
- wiping the water line and areas above the waterline prior to every booking;
- cleaning the filter weekly or prior to the start of a Booking, whichever is sooner;
- dosing the water with the appropriate chemicals;
- ensuring the hot tub is fully operational, carrying out minor repairs where necessary;
- twice daily checks of the hot tub to ensure chemical levels remain acceptable and taking any remedial action required;
- monthly disinfection of all flexible hoses and internal pipework;
- monthly microbiological testing;
- quarterly legionella testing; and
- annual electrical test.

### Appearance

All Holiday Homes must be clean and presentable, both internally and externally and meet the standards set out on our website. We may need to charge you for cleaning your Holiday Home after you have used it should it not meet these standards.

## Contents of your Holiday Home

You must make sure that your Holiday Home is fully equipped for the maximum number of people it sleeps. Your Holiday Home must contain all the items set out in the inventory check list which you can get from the Park.

We will replace any inventory that may get lost or broken. The replacement item will be from our standard inventory and therefore may not be the same as the lost or broken item. The cost will be charged back to your Owner Account and will be payable in accordance with our payment terms (these will be detailed on your invoices). You will be notified should any individual replacement item cost over £100 and we will agree the replacement with you before it is carried out. Please note that you will not be notified if a replacement item costs under £100.

## Personal Belongings

Your Holiday Home must be cleared of all belongings and be ready to let as soon as reasonably practicable and in any event at least 7 days before the first Date in the Letting Period to allow us to carry out all the checks we need to do before it is occupied by our guests.

If we need to clear your personal belongings from your Holiday Home, the cost of this will be charged back to your Owner Account. You must collect them as soon as reasonably practicable. Your personal belongings cannot be stored on Park for the Letting Period.

We will assume that all non-inventory items left in your Holiday Home have been left by guests and deal with them accordingly.

## Availability

When you use your Holiday Home you must make sure that it is vacant by no later than 10am on any Date we have a Booking. This is to allow us to clean and check your Holiday Home for our guests. It is your responsibility to ensure your Holiday Home is left clean and in a Satisfactory Condition following any Owner Hire Dates.

You will be able to use your Holiday Home from 4pm on the day that a Booking ends. This is so that we can make sure your Holiday Home has been cleaned ready for your arrival.

If you don't leave your Holiday Home by 10am on the date a Booking starts, or if your Holiday Home is occupied by someone other than our guests on a date we have a Booking for your Holiday Home, we will charge the full value of the Booking back to your Owner Account plus any other costs that we incur as a result of your failure to vacate your Holiday Home including for example refunds or compensation to our guests if we have to cancel a guest's holiday.

## Your Owner Account

For your Holiday Home to be accepted as part of a Scheme your Owner Account must have no overdue debt. If you do owe us any money please contact us to discuss this.

If you owe us any money after acceptance on to the Scheme and do not agree arrangements for payment with us, we may remove your Holiday Home from the Scheme and any Bookings already made for your Holiday Home may be moved, either temporarily or permanently. We may allocate your Owner Income against any debt on your Owner Account before paying any remaining Owner Income to you.

## Indemnity

You agree to indemnify us for any loss or expense we suffer arising or in connection with you breaching this agreement or any act or omission by you. This means that you agree to cover any loss or expense we incur from letting your Holiday Home.

## Smoking and Pets

Smoking is not allowed in your Holiday Home at any time while your Holiday Home is part of the Scheme.

If you have your own pet which comes into your Holiday Home or you allow other pets in your Holiday Home you must tick the 'Pets Welcome' opt in box on the 2023 Owners' Holiday Home Sign-Up Form to confirm that pets are welcome in your Holiday Home. We will then let your Holiday Home as 'pet friendly accommodation'. This is important because some of our guests want accommodation which does not contain any pet hair or are allergic to pet hair.

If you have your own pet you must ensure you remove all personal pet possessions including dog beds following any Owner Hire Dates.

If you do smoke or allow smoking in your Holiday Home or if you do not tick the opt in box but have allowed pets in your Holiday Home you will be responsible for any loss or expenses we incur as a result of this (including the cost of a deep clean and compensating our guests). Your Holiday Home may also be removed from the Scheme and if this happens this agreement will come to an end.

Registered assistance pets such as guide dogs are permitted in all accommodation.

## Insurance

You must take out adequate insurance to cover loss and damage and public liability insurance for at least £2 million and these insurance policies must be maintained for the entire duration you are participating in the Scheme. If at any time during the Letting Period your Holiday Home is not insured we will bring this agreement to an end immediately.

To ensure that your Holiday Home is adequately covered please see 'Insuring your Holiday Home' within the letting schemes pack (hard copy or email). Further details of our insurance scheme is available from your Owner/Guest Experience Manager on Park.

Please make sure that you take out insurance cover for your Holiday Home for the following year at least 7 days before your insurance renewal date and provide evidence of your insurance cover to our Your Lets Team straight away. If we do not have evidence of insurance cover for your Holiday Home at least 7 days before the renewal date we will assume your Holiday Home(s) will not be insured and will start moving Bookings from your Holiday Home. Once Bookings have been moved we will not move them back. Please therefore deal with your insurance as promptly as possible.

If you are removed from the Scheme for failing to meet the insurance requirements you will receive Owner Income for Bookings where your Holiday Home has been occupied by our guests up to the date your Holiday Home has been removed from the Scheme. Your Owner Income will be calculated under the terms of the Your Lets Flexible Scheme. You will not be able to re-join either Scheme until you provide evidence that your Holiday Home is insured and it is our decision about whether you can re-join.

## Damage to your Holiday Home

Unfortunately from time to time loss or damage to your Holiday Home and contents may occur. This is your responsibility to deal with and is why it is extremely important that you have insurance. You agree that we are not liable for any loss or damage caused to your Holiday Home or its contents arising under or in connection with this agreement.

If there is any major loss or damage to your Holiday Home we will use all reasonable efforts to contact you and agree how this will be remedied.

Our obligation to pay you the Owner Income relating to Dates under the Your Lets Fixed Scheme is subject to your Holiday Home being in Satisfactory Condition on the applicable Dates, unless the reason your Holiday Home is not in Satisfactory Condition is directly caused by our act or omission.

## What we do for you

### Promotions and Advertising

We will promote and advertise your Holiday Home through various marketing channels throughout the 2023 season using our own images of your Holiday Home or a representative image. We will not use any other images.

You agree that we can include your Holiday Home in our various promotional campaigns for example early booking discounts, online discounts, staff discounts and newspaper promotions. We regularly review market trading patterns and will operate promotions or campaigns where we think it necessary to increase the volume of holiday guests.

### Pricing

We regularly review our prices in line with demand. This may mean that the price at which your Holiday Home is hired under the Your Lets Flexible Scheme is less than the price in any direct marketing or on our website. The price could also be higher during increased demand periods. Our decision on pricing is final. Under the Your Lets Fixed Scheme we have agreed prices with you for each week on your 2023 Your Lets Fixed Form so this will not affect you.

### Bookings

For the Your Lets Flexible Scheme we do not guarantee that we will make your Holiday Home available for hire on any or all Dates during the Letting Period. At some times, for example periods of low demand, we may not make available and / or promote your Holiday Home for letting. All Bookings are subject to cancellations and transfers and are not therefore guaranteed. The provisions in this Clause do not affect the Your Lets Fixed Scheme because we have guaranteed you the Owner Income.

### Opening and Closing Dates

We will let you know Park opening and closing dates at the start of the holiday season in the 2023 Your Lets Scheme information pack or on the owner portal (when this functionality becomes available). Any amendments to opening and closing dates will, of course, be communicated to you.

### Correspondence & Administration

We will carry out all correspondence with holiday guests and general administration duties for all Bookings during the Letting Period.

### Payments

We will collect payments due from holiday guests in relation to their Booking of your Holiday Home.

### Cleaning

We will clean your Holiday Home following each Booking and provide a full laundry service for bed linen and towels where this is included in the Bookings. Before peak season, your Holiday Home may require a deep clean. If we think a deep clean of your Holiday Home is needed we will complete this and charge it to your Owner Account which should be paid in accordance with our payment terms. It is your responsibility to ensure that your Holiday Home is left clean and in a Satisfactory Condition following any Owner Hire Dates. If your Holiday Home requires any further cleaning after an Owner Hire Date and before a Booking, we will charge you for any costs we incur as result of your failure to leave your Holiday Home in a Satisfactory Condition, including for example any additional cleaning costs or compensation to our guests if there is any delay to them checking into the Holiday Home. These costs should be paid in accordance with our payment terms.

### Gas bottles

We will replace any gas bottles when empty and these will be charged to your Owner Account at the then current rate.

## Your Owner Income

Our obligation to pay you the Owner Income (under any Scheme) shall not apply in relation to any period that the Park is closed (regardless of the reason for the closure).

Under the Your Lets Flexible Scheme we will only pay you for Dates when our guests stay at your Holiday Home. Bookings are subject to cancellation or transfer and you will not be paid where a Booking is cancelled or transferred. We do not guarantee any minimum amount of Owner Income under the Your Lets Flexible Scheme. Owner Income under the Your Lets Flexible Scheme is subject to usage.

As set out in these terms items such as maintenance and inventory replacements will be charged to your Owner Account and should be paid by you in accordance with our payment terms. Our payment terms are 14 days from date of invoice.

Rates, utilities and pitch fees will be set off against your Owner Income from the Scheme.

The prices in our direct marketing, website etc. include VAT. If there is a change to the law which applies to the charging of VAT we reserve the right to change the percentage of the Holiday Home Tariff paid to you so that the total amount we receive after accounting for VAT is the same as it was before the change.

On or before 1st December 2023 we will credit your Owner Income to your Owner Account for Bookings before 13th November 2023 and we will debit your Owner Account with the 2024 pitch fees (unless you have notified us that you are terminating your pitch licence agreement and will be removing your Holiday Home from the Park before the start of the 2024 season). If your account is in credit after debiting your 2023 pitch fees and paying any other debt owed to us on your Owner Account we will pay you the balance. If there is an outstanding balance due from you on your Owner Account after we have offset your Owner Income against your 2023 pitch fees and any other debt due to us we will write to you setting out the payment options for the amount due.

Owner income from holiday arrivals between 13th November 2023 and 5th January 2024 (including festive Bookings) will be credited to your Owner Account on or before 12th January 2024.

**If you are VAT registered, your Owner Income will be inclusive of VAT.**

**If you are a non-resident landlord (see Tax section below), your Owner Income will be paid after deduction of withholding tax.**

Payment of any monies owed to you will be made by BACS transfer and you must ensure that we have the details of the bank account you want this to be paid to. Please note, payment of any Owner Income will be made in a single payment only and so where you are joint owners, you will need to nominate a single bank account for us to make payment to.

### Financed Holiday Homes

If your Holiday Home is repossessed, we may retain any amount we owe you to cover any amount you owe us.

## Ending this Agreement

We can end this agreement at any time if you don't comply with the terms of this agreement or if, after 14 days' notice you don't pay us any sums due to us whether under this agreement or otherwise.

If you want to withdraw from the Scheme for any reason and end this agreement you must give us at least 6 weeks' written notice (by email to [owner.lets@parkdean-resorts.com](mailto:owner.lets@parkdean-resorts.com), this can also be done on the owner portal (when this functionality becomes available), or by letter to Owner Lets Team, Parkdean Resorts, 2nd Floor One Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne, NE12 8ET). Please ensure you also follow this procedure if you sell your Holiday Home (either privately or to us) or part-exchange it. After receiving your letter or email we will remove your Holiday Home from the Scheme and we will not accept any further Bookings for your Holiday Home. If Bookings have been taken for your Holiday Home before it is removed from the Scheme and we are unable to offer alternative accommodation for our guests you must honour any Bookings made before you told us about the removal of your Holiday Home from the Scheme. If you do not honour any Bookings or you sell your Holiday Home prior to the date of any Booking we will charge the full value of the Booking to your Owner Account plus any other costs that we incur, for example refunds or compensation to our guests if we have to cancel a guest's holiday.

## Your Lets Flexible

We will pay you for Bookings where your Holiday Home has been occupied by our guests up to the date you leave the Scheme.

## Your Lets Fixed

If you have not met the minimum letting dates we will pay you for Bookings up to the date you leave the Scheme under the terms and conditions of the Your Lets Flexible Scheme. This means you would not be paid for any Dates your Holiday Home was not occupied by our guests.

Should you remove your Holiday Home from the Scheme at any time for any reason (except for leaving Park) any balance due to you will be paid to you on 1st December 2023 but not before this date. If you sell your Holiday Home and leave the Park you will be paid any Owner Income owed to you when closing your Owner Account, subject to us deducting any sums owed to us.

## Tax

Your income is subject to UK income tax and should be declared to HM Revenue & Customs (HMRC) via your personal self-assessment tax return. If you are unsure of your UK tax position you should seek your own tax advice.

If your usual place of residency is outside the UK, then under the HMRC Non-Resident landlord scheme, it is necessary for us to withhold UK tax at prevailing rate and pay this directly to HMRC on a tax year quarterly basis based on your accrued Owner Income.

We will deduct tax at the prevailing rate withholding tax from your Owner Income unless we have received confirmation that you live in the UK for more than six months of the year, or we receive an exemption notification directly from HMRC notifying us that you should receive payments gross of tax.

If withholding tax has been deducted from your account, and you believe this to have been deducted incorrectly, it will be your responsibility to recover this from HMRC via your personal self-assessment tax return. Refunds of withholding tax we have paid to HMRC on your behalf will not be paid to you.

For further information on this scheme, including an application to receive UK income gross, please visit the HMRC website at [www.hmrc.gov.uk/international/nr-landlords.htm](http://www.hmrc.gov.uk/international/nr-landlords.htm). Please confirm your non-UK address when completing your 2023 Your Lets Flexible Agreement Form or the 2023 Your Lets Fixed Agreement Form (as applicable). If you move outside of the UK during the year, please ensure that you provide us with your new address.

## Keeping your information safe

The information you give us in connection with the scheme is held by us (as a data controller) in accordance with the Data Protection Act 2018 and the EU General Data Protection Regulation 2016 (as applicable). We use this information to help us administer the Scheme, to provide and improve our service to you and to provide you with information about our holidays and holiday homes. This includes data analytics to help improve our services to our customers. We may disclose this information to companies in the Parkdean Resorts group and to our agents, contractors, insurers and insurance brokers and their advisers, and to others if we are legally required to do so, or where we believe it is necessary to protect our or another person's rights, property or safety. Where you make an enquiry or purchase with us, we will process your data for marketing purposes. If you do not want us to send marketing information about our holidays or holiday homes please contact us using the telephone number or address below. Alternatively, you can email us at [opt.out@Parkdean-Resorts.com](mailto:opt.out@Parkdean-Resorts.com). We use CCTV and Automatic Number Plate Recognition cameras at some locations at our holiday parks for crime prevention, safety and legislative compliance reasons and telephone calls may be recorded for training and monitoring purposes. For further information on how we process your personal data please see our privacy policy available on our website.

**For Your Lets Flexible or Your Lets Fixed enquiries and notifications, please contact the Owner Lets Team; Call: 0344 335 3442 (Monday – Friday 9:00 - 17:00) or email: [owner.lets@parkdean-resorts.com](mailto:owner.lets@parkdean-resorts.com).**