

**Regulatory Policies and Procedures Guide
Related to Holiday Homes Rental
In the Emirate of Ras Al Khaimah
Ras Al Khaimah Tourism Development Authority
Tourism Licensing & Classification Department**

Date: 25/12/2017



| التاريخ Date | التوقيع Signature | الاسم Name | العنوان Title | الدور Role |
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| | | | | التحرير Drafting |
| | | | | المراجعة Review |
| | | | | الاعتماد Approval |

Review

المراجعة

| Amendment Date | Competent Personnel | Title | Action | Amendment Description |
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Introductory Provisions:

Introduction

- Broadening the range of visitor temporary accommodation available in the Emirate represents a priority item of the Tourism Agenda of Ras Al Khaimah related to the preparations for welcoming 1 million annual visitors to the Ras Al Khaimah Emirate by the year 2019. His Highness Sheikh Saud Bin Saqr Al Qasimi, in his capacity as the Ruler of Ras Al Khaimah, issued a Directive dated 18th July 2017 authorizing the Ras Al Khaimah Tourism Development Authority “the Authority” to issue a Guide of Policies and Procedures in relation to regulating the Holiday Home Rental in Ras Al Khaimah including Registration fees and fines.
- This Guide aims to clarify the Policies and Procedures to be implemented while executing the activities related to renting the Holiday Homes in the Emirate of Ras Al Khaimah. The manual also contains all information and documents that will assist in the execution of the related procedures such as the attached forms, notices and decisions.
- The Authority has been granted the powers and functions to stimulate and develop tourism sector in the Emirate of Ras Al Khaimah, including the activities of renting the holiday homes to achieve the objectives of the above agenda.
- The Authority is keen to provide clear Policies and Procedures for the regulatory environment of the Holiday Home sector through the issuance of this regulatory Guide of Policies and Procedures that ensures that the Guests are able to book Holiday Homes while being confident of the quality.
- In this context, the Authority has adopted these policies and regulatory and activity procedures "Renting Holiday Homes in the Emirate of Ras Al Khaimah", by the said Rulers Directive Dated 18th July 2017;
- These Regulatory Policies and Procedures are intended to enable the Holiday Homes rental activity to individual owners and tenants authorized by the said Owners. This Regulatory Guide aims to achieve the desired purpose of establishing the Authority. By Emiri Decree No. (5) Of 2011 on the establishment of the Tourism Development Authority of the Emirate of Ras Al Khaimah to regulate and develop the tourism sector in the Emirate and achieve the strategic objectives set in the field of tourism.

Definitions

To ease reading, readers are advised that words used in a Capitalized form are key terms defined below:

"Authority" means the Ras Al Khaimah Tourism Development Authority "RAK TDA", the governmental body authorized to regulate the Tourism Sector in the Emirate of Ras Al Khaimah including the activities related to the Holiday Homes rental;

"DED" means the Department of Economic Development. The role of DED will be to issue or approve the addition of the Holiday Homes rental activity for the corporate owner/ Operator;

"FEWA" means the Federal Electricity & Water Authority;

"Developer(s)" means a real-estate developer duly operating in Ras Al Khaimah;

"Manager" means the person appointed as manager as recorded in the incorporation documents of a Professional Operator as determined by Local Authorities;

"Guest" means a person, typically a holiday-maker, using Holiday Homes as temporary accommodation against payment (regardless of value, payment mode, or payee);

"Holiday Home" or the **"Property"** means a furnished and sometimes serviced dwelling, inclusive of services such as electricity and water, offered as temporary accommodation, and not classified and/ or licensed to operate as a Hotel and/ or Hotel Apartments;

"Unit" means a Holiday Home which can be, but not limited to a Bedroom/Studio contained within an Apartment/Flat/Villa such unit can be occupied by the owner; OR a Studio / One Bedroom Apartment/ Two Bedroom Apartment/ Villa etc. owned by an Individual and/or Professional Operator and not occupied by them.

"Holiday Home Rental" means the temporary rental of a furnished dwelling inclusive of services such as electricity and water and not licensed and/ or classified to operate as a Hotel and/ or Hotel Apartment;

"House Rules" means the rules to which each Guest (and Guest's visitors, as applicable) must comply with when renting a Holiday Home, which will be issued and approved by the Authority as it deems appropriate from time to time;

"Local Authority" means Ras Al Khaimah Government department, authority or similar bodies;

"Operating Owner" means an Individual Owner or an Authorized Tenant permitted by either DED or the Authority to rent out and manage the affairs of a Holiday Homes;

"Professional Operator" means a corporate entity permitted by DED and the Authority to rent out and manage the affairs of Holiday Homes. This can include corporate owners and developers;

"Individual Owner" means a natural person who owns a residential unit, including any group of two natural persons or more, who mutually own a residential unit, as evidenced by a title deed issued by the competent Local Authority;

"Corporate Owner" means a corporate person who owns a Holiday Home, including any group of two corporate persons or more as well as any group of persons, who mutually own a Holiday Home as long as such group includes a corporate person, as evidenced by a title deed issued by the competent Local Authority and a duly authorized individual on behalf of the corporate person;

"Regulatory Policies and Procedures" means this Guide;

"Real-Estate Community" means a number of residential, commercial and utility units that are developed and run as a community by or on behalf of a Developer;

"Directive" means the Decision issued by His Highness Sheikh Saud Bin Saqr Al Qasimi authorizing the Authority to issue and approve the Regulatory Policies and Procedures including policies and procedures to be adopted and implemented in regard with the related fees and fines for Holiday Home rental activities;

"Authorized Tenant" means a Tenant who is duly authorized to list and offer the Unit which he leases and utilizes as a Holiday Home, under an official authorization duly signed by the landlord (Owner) specifically authorizing him to list the Unit and sub-lease the said Unit and/ or any part of it as Holiday Home;

"Lease" means the contract concluded between an Owner and an Authorized Tenant, in relation to the lease of the Unit;

"Terms & Conditions" means the minimum terms and conditions that must be included in an agreement between an Operator and a Guest with respect to Rental of a Holiday Home; &

"Visitor" means a natural person, visiting a Guest at a Holiday Home rented by such Guests.

Section One (1)
The Regulatory Methodology adopted in regards to Holiday Homes Rental in Ras Al Khaimah Emirate

1.1 The Goal and the Purpose:

- A. These Regulatory Policies and Procedures aim to provide a clear vision of the regulatory environment for Holiday Home Rental activities in Ras Al Khaimah Emirate. These Policies and Procedures are envisaged to help achieve the following objectives:
- Increase the type and quality of temporary accommodation options in Ras Al Khaimah;
 - Establish acceptable standards for the Holiday Home Sector including the activities of renting the Holiday Homes;
 - Assist Owners, and Operators meet the needs of all stakeholders, local communities and Authorities; and
 - Inform the community members-being seen as essential stakeholders, of the standards of conduct expected from Individual and/or corporate Owners, Professional Operators, Guests and Visitors so as to effectively minimize negative impact on the amenity of each community.

1.2 The Adopted methodology in these Policies and Procedures:

These Regulatory will be implemented by and as follows:

- **By the Authority:**

Through monitoring individual and or corporate Owners and professional Operators of all categories and ensuring their compliance with the Terms and Conditions of this Guide of Policies and Procedures;

- **By Professional Operators:**

Through the Terms and Conditions upon which a Holiday Home is offered, booked and occupied must, at a minimum, comply with Table (3) "Terms & Conditions" (annexed to these Regulatory Policies and Procedures), the provisions stated in the said Table (Table (3)) shall be deemed part and parcel of any contract that will be concluded between any professional Operator and any Guest as being defined herein these Regulatory Policies and Procedures.

Professional Operators shall comply with the following:

- Ensuring the adherence of these Regulatory Policies and Procedures and its Terms and Conditions, (including the Terms which are imposed on the Guests and Visitors with respect to noise and residential amenity).
- Provide adequate residential environments which must comply with Table (4) House Rules (annexed to these Regulatory Policies and Procedures), provided

that the Guests shall also be made aware of these House Rules as being stated in the said Table (4).

- Remind Guests of their key contractual obligations and to inform all Guests and Visitors of the conditions upon which they are permitted to access and remain on the Unit as defined in the Definitions herein.
- Terms and Conditions and the House Rules must be provided and made accessible, to all Guests and Visitors during their stay at the Holiday Homes. Moreover, designated Inspectors by the Authority will be visiting the Units for random inspections ensuring that the said Terms and Conditions and House Rules are met.

1.3 **Updates to this Regulatory Policy:**

The Authority may update these Regulatory Policies and Procedures at any time. Such updates will be reflected in the relevant Section of this Guide and an updated version shall be made available through the Authority Website on the following URL:

URL: www.holidayhomesrak.com

SECTION (2)
REGULATORY ENVIRONMENT

2.1 Organizational Environment:

2.1.1 Stakeholders:

- A. The Holiday Home Rental sector involves various parties, each has different roles: The Authority, as the regulatory body, works hand in hand with Individual and/ or Corporate Owners, Authorized Tenants, Professional Operators, Guests, and Developers. Each of these parties is seen as an essential partner in the achievement of an appropriate environment for Holiday Homes.
- B. The Authority is part of Ras Al Khaimah's transformation into one of the most dynamic destination in the United Arab Emirates. The Authority is working with reputable online service providers and welcomes specific proposals towards the betterment and enhancement of Holiday Home Rental activity in Ras Al Khaimah Emirate.

2.1.2 Renting Holiday Homes in comparison with other Destinations:

- A. Holiday Homes share many features with other regulated accommodations, such as properties rented out on regular long-term basis, hotel and hotel apartments. It may seem difficult to distinguish between Hotels, Hotel Apartments on one hand and Holiday Homes on the other, as they both share similar if not identical characteristics including that both are furnished and offered to Guests for temporary period inclusive of a package of Services such as electricity and water supply. But the difference can also be really clear as Holiday homes are usually owned as a private ownership and not licensed to operate as a hotel or as a hotel apartment by the competent authorities whom are competent to authorize such activity. Therefore, Corporate Owners and Professional Operators must obtain DED approval to add the "Holiday Home Rental" activity to their trade license. This will enable them to carry out their Holiday Home activities in accordance with these Regulatory Policies and Procedures.
- B. The benefits of a regulated environment for Holiday Home Rental are available when dealing with Professional Operators.

URL: www.holidayhomesrak.com

2.1.3 Where in Ras Al Khaimah May Holiday Home be licensed?

- A.** Holiday Homes may be licensed throughout Ras Al Khaimah, including free Economic zones, and Real-Estate Communities, as determined by the Authority. Therefore, all stakeholders, including Developers formed in accordance with local laws, Real-Estate Communities and those concerned with jointly-owned properties, as well as providers of real-estate administration, leasing and property management services, are required to observe and conform to these Regulatory Policies and Procedures.
- B.** Compliance with these Regulatory Policies and Procedures includes refraining from imposing contractual provisions, affidavits, and/or sets of community rules that prohibit seeking to license and rent-out residential units as Holiday Homes, as such provisions lack legality and recognition. Nonetheless, Individual Owners, Authorized Tenants, Professional Operators, Guests and Visitors are to follow Ras Al Khaimah effective laws, as well as rules aiming at regulating the use of communal areas within jointly-owned buildings and Real-Estate Communities.

2.1.4 Residential Units Eligible for Permitting:

A Holiday Home may be an apartment in a residential or mixed-use building, a townhouse, an independent villa, or a room within a unit. For doubt avoidance room sharing is allowed under this Regulatory Policy. For the assurance and Professional Operators will need to read and adhere to the Holiday Home List of Specifications & Conditions in TABLE (2) (annexed to these Regulatory Policies and Procedures) Individual Owners will be exempt from this clause).

2.1.5 Status of Operating Owner:

Individual Owners or Authorized Tenants may undertake the activity of renting out their Units as Holiday Homes, without the need to appoint a Professional Operator. In such a case, Individual Owners or Authorized Tenants would fall under the Definition of "Operating Owner" as mentioned in Definitions of these Regulatory Policies and Procedures.

2.1.6 Operator – Guest Relationship:

Holiday Home Rental involves a license agreement rather than a tenancy agreement. That means the Operating Owners / Professional Operators grant licenses to Guests to occupy the licensed Holiday Home they operate. In practice, this may occur through documented or electronic means, as long as terms are clear and compliant with the Terms and Conditions of these Regulatory Policies and Procedures.

2.2 Licensing Processes:

2.2.1 Individual Owners Licensing Process:

- A.** The Authority adopts a registration process for Individual Owners and/ or Authorized Tenants, in order to be allowed to be listed as a Holiday Home. It is advisable that the Units they own or rent meet the recommended minimum standards set by the Authority.
- B.** The Registration application can be made by visiting the Authorities website and filing the application online and uploading the required documents as follows:

- a copy of Individual 's Emirates Identity card, (for UAE nationals or residents) or passport copy (for non-resident Owners);
 - Unit's title deed;
 - FEWA Bill and/or Any document bearing the FEWA Account Number; &
 - Authorization letter from the Unit's Owner (if the applicant is a duly Authorized Tenant). Authorized Tenants are also required to submit a copy of their lease showing that subleasing is allowed along with a Non Objection Certificate duly executed by their Landlord.
- C. Ensure collection of applicable fees (including without limitation "Tourism Dirham") in compliance with applicable Ras Al Khaimah laws especially the Emiri Decree No. (20) for the year (2015) and the Key Regulations issued in virtue of the said Emiri Decree and regulations and ensure due payment to the Authority being the competent entity in respect of collecting such fees.
- D. Each Authorized Tenant may not obtain multiple licenses for multiple Units, each Authorized Tenant shall only obtain one permit and may not operate multiple Units.
- E. For further details, please visit the Authority Website using the following URL
www.holidayhomesrak.com

2.2.2 Professional Operator Licensing Process:

- A. To carry on Holiday Home Rental operations as a Professional Operator, such entity must hold a valid license issued by the DED for "Holiday Home Rental Activity".
- B. The Authority is the regulatory body of the Holiday Home Rental sector and therefore responsible for defining and enforcing accepted criteria and other regulatory/ operational standards.
- C. DED on the other hand is the licensing authority, which issues licenses for all types of entities carrying on economic activities within Ras Al Khaimah.
- D. Parties interested in obtaining a Professional Operator license must obtain a license to carry out "Holiday Homes Rental activity" from DED.

2.2.3 Once the Professional Operator's licensing is completed (as outlined in Para (2.2.2)), the Professional Operator must obtain a permit for each residential unit desired to be managed as a Holiday Home. Applications are to be made at the Authority's website and the following documents are to be uploaded:

- Unit's title deed;
- Authorized signatory passports copy and ID
- Trade License copy
- FEWA Bill issued within not more than 90 calendar days; &
- Authorizations letter from the Board of Directors or the Authorized signatory if the Units are owned by a different Legal Person.
- The Professional Operator agrees that the Units will be subject to inspection before the issuance of the License for the Authority.

2.2.4 Property Classification:

- A. The Authority does not give any criteria to distinguish between types of Holiday Homes managed through Individual and/or Professional Operators. To see recommended Criteria, please refer to Table (1) (Annexed to these Regulatory Policies and Procedures).
- B. The Authority shall make random inspections on the licensed Properties for compliance with the terms and conditions of these Regulatory Policies and Procedures. Submitting false data during the licensing application may lead to the imposition of fines, sanctions and the cancelation of the holiday Home's permit. If any Individual or Professional operator, obstructs the authorized inspector's procedures whether it is in a form of preventing them from performing their duties or any other form. Then the Authority and its inspectors shall have the right to use the local competent agencies to intervene and oblige them to comply with such procedures.
- C. In the event that the Authority detects a first-time violation or an incident of incompliance with the terms and conditions of this Guide, during inspection of a Holiday Home, managed by an Operating Owner, then the Authority shall give a grace period of not less than Fifteen days commencing from the date of the violation detection, for the relevant Operating Owner to take all the required corrective measures.
- D. Upon the completion of the licensing procedures, an Operating Owner or Professional Operator can pay the Applicable Fees (as provided in Table (5) Annexed herewith), and start offering the Holiday Home for rent established under this Regulatory Policies and Procedures.

2.3 Complaint & Inquiry Management:

2.3.1 To Where Shall Queries & Complaints Be Addressed?

- A. Queries and comments related to licensing are always welcome by the Authority which has a dedicated channel for communication and resolution of Holiday Home related disputes through "the Authority's Tourism Licensing and Quality Assurance Department";
- B. For queries, complaints or suggestions, please contact the Authority through:

Email: info@holidayhomesrak.com

Toll free: *to be added*

SECTION (3)

OPERATIONAL ENVIRONMENT

3.1 PROFESSIONAL OPERATORS OBLIGATIONS:

3.1.1 Professional Operators' Duties in General:

A. Professional Operators are required to:

- Ensure that Holiday Homes under their management are used only for such purpose and comply with these Regulatory Policies and Procedures and other UAE effective Federal laws and Ras Al Khaimah effective local laws.
- Offer the licensed Holiday Homes on daily, weekly, monthly or yearly basis.
- Have a representative to handle, deliver and receive booking documents, fees, and keys and generally manage Guest relations, the Professional Operator shall provide the Authority with the contact details of the appointed representative and if such representative was replaced the Operator shall provide within a timely manner the contact details of the new representative.
- Incorporate cost of utilities and services in the fee payable by Guests. The Professional Operator shall ensure that they always have arrangements with maintenance, cleaning, laundry and other service providers.
- Provide the Authority with accurate and timely (on monthly basis) information relating to their operation by providing a list of the all bookings and payment transactions, in addition to copies of Guest identification documents. For details on the Authority website, please visit the following URL;

www.holidayhomesrak.com
- Comply with any request made by the Authority.
- Assist and cooperate with the Authority concerned officials while carrying out their audits and other duties aimed at ensuring quality and compliance with recommended standards.
- Include the Professional Operator's full Trade Name in all booking documents in addition to their in-print and digital advertisements materials, including advertisements placed on online booking services.
- Engage in the Authority's efforts to regulate the Holiday Home Rental Sector by the dealing in licensed Holiday Homes only.

- Update Professional Operator's records maintained by the Authority and DED so they always reflect correct and accurate status of ownership as well as any other information determined by the Authority.
- Ensure collection of applicable fees (including without limitation "Tourism Dirham") in compliance with applicable Ras Al Khaimah laws especially the Emiri Decree No. (20) for the year 2015 and the Key Regulations issued in virtue of the said Emiri Decree and regulations and ensure due payment to the Authority being the competent entity in respect of collecting such fees.

B. The use of online booking services is also encouraged. This contributes to achieving the goals of the Authority's strategic plan and purpose, which will ultimately facilitate a better Tourism experience in the Emirate.

3.1.2 Managing the Property in General:

A. Operators should act with integrity, professionalism, courtesy and consideration when dealing with Guests, neighbors, Owners and other community stakeholders.

B. The Holiday Home must not be offered, described, or advertised:

- in a false or misleading manner;
- For a purpose inconsistent with these Regulatory Policies and Procedures;
- For more than maximum number of Guests/Visitors according to the terms and conditions of these Regulatory Policies and Procedures or any relevant environmental planning instrument.

C. The Holiday Home offered must:

- Be offered in a clean, safe and habitable state of repair;
- Include permissible unit sharing in accordance with these Regulatory Policies and Procedures;
- Comply with relevant planning, building and fire safety and health Regulations.

D. Operators should:

- Provide a 24/7 help line to ensure that Operator's representatives responsible for assisting to Guests;
- Have a representative available to manage Guests and Property issues;
- Make proper arrangements to put in place reasonable safety measures and precautions to provide a safe environment for Guests and Visitors; particularly against dangers like fire, electricity, swimming pools/spas. Operators shall ensure compliance with applicable safety and health Regulations laid-down by Local and Federal Authorities.

3.1.3 Terms, Conditions and House Rules:

A. Operators must ensure that the Terms and Conditions upon which the Holiday Home is offered, booked and occupied for Holiday Home Rental must adequately cover and be consistent with these Regulatory Policies and Procedures and the Terms and Conditions

specified in TABLE (3) "**Terms & Conditions**" Annexed to these Regulatory Policies and Procedures.

B. Operators must:

- Ensure that the House Rules upon which Guests and Visitors are permitted to enter and remain upon the Property must be consistent with this Regulatory Policies and Procedures, and must be consistent with and adequately cover the issues in the House Rules specified in Table (4) of these Regulatory Policies and Procedures and must cover any other key issues relating to the particular Property;
- Ensure that Terms and Conditions and House Rules do not contradict with Ras Al Khaimah laws.
- Operators are encouraged to provide and communicate, the House Rules and provide a Guest & Visitor information folder containing other information, including information promoting good neighborly behavior.

3.1.4 Number of Guests and Visitors:

The number of Guests permitted at a Property must not be such as may conflict with residential amenity and must comply with all the other requirements of these Regulatory Policies and Procedures, including the Terms and Conditions and House Rules.

3.1.5 Functions and Parties:

- A. Properties located in residential areas must not host commercial catering or functions unless they have permission from Local Authorities to do so.
- B. Holiday Homes are intended primarily for accommodation and not for entertainment and social functions. Entertainment and social activities normally acceptable in regular rents do not suit the Holiday Home concept and may conflict with residential amenity, and therefore are not permitted, except with prior approval by the Operator and relevant Local Authorities. Any gathering, celebration or entertainment permitted at a Property must not conflict with residential amenity and must comply with all the other requirements as set out in the Terms and Conditions and House Rules and any other relevant conditions laid-down by Local Authorities.

3.1.6 Recycling and Garbage:

Operators must:

- Inform Guests of the garbage disposal or recycling usual practices at the Property including: the allocated bins and how excess rubbish should be managed and not left in public or common areas; details of garbage and recycling collection days; and any special requirements relating to the disposal of garbage or waste minimization; and
- Make arrangements for the removal of any excess garbage left by Guests and Visitors.

3.1.7 Insurance:

Operators should hold appropriate insurance, including comprehensive landlords' and public liability (as appropriate).

3.1.8 Complaints Handling:

- A. Professional Operators must:
- Have a policy setting out how to deal with disputes or complaints;
 - Retain a log of related communication, contacts, and actions taken whether physically or through the facilities of a digital platform;
 - Respond to complaints and take effective action to stop any problems; and
 - Cooperate and participate in complaint handling, response or resolution system of the Authority;
- B. Professional Operators must also make and maintain, whether physically or through a digital platform, a record of the following particulars of each complaint:
- Date and time received;
 - Name and designation (e.g. Guest, neighbor, police, etc.) of complainant;
 - Contact details of complainant;
 - Nature of complaint;
 - Action taken (by whom and when);
 - Outcome and/or further action required (e.g. meet with the Authority; meet with local police, review management systems or issue resolved).
- C. Professional Operators should encourage and facilitate complaint handling and amicable dispute resolution; if amicable dispute resolution fails then the dispute shall be referred to the Authority to be handled through the Tourism Licensing and Classification Department at the Authority.

3.1.10 Consequences of Not Meeting these Regulatory Policies and Procedures:

- A. Where required to ensure compliance, Professional Operators must make Owners, Guests and Visitors aware that:
- Depending on the Terms and Conditions as included in the contract between the Guest and Professional Operator, the consequence of not meeting the requirements of these Regulatory Policies and Procedures can include enforcement action from:
 - Operator and security services;
 - the Authority; and/or in some instances;
 - the Police.
 - Enforcement actions are subject to the Federal UAE laws and Ras Al Khaimah laws.
 - Such enforcement action of the terms and conditions of these Regulatory Policies and Procedures could result in termination action of the Guest's permission to occupy the Holiday Home, eviction, loss of rental paid, deductions from security deposits and extra charges, as deemed suitable.

B.

- B. It is therefore important for all Guests to be aware of their obligations and of their responsibilities and to make any Visitors to the Holiday Home aware of these requirements to maintain the good condition of the Property and its neighborhood.

Table (1)

Recommended Criteria for the Holiday Homes Units to be leased by Professional Operators

| No. | Recommended Criteria | Type | Main/ Sub |
|------------|---|-------------|------------------|
| 1. | Provide Furniture and Equipment of a satisfactory standard | General | Main |
| 2. | A telephone in each unit for making local calls | General | Main |
| 3. | Provide adequate floor covering or finish. | General | Main |
| 4. | Fast internet line/ connection | General | Main |
| 5. | Minimum bedroom floor area- excluding the bathroom and the entrance- being as follow: Bedroom 12 sq.m Studio 17sq.m | Bedroom | Main |
| 6. | Each bedroom/studio should comprise the following: | Bedroom | Group |
| 6.1 | Beds with headboard and modern mattresses, sheets, pillows and clean bed covers of appropriate proportion. For a single bed, the minimum length should be 190 cm and minimum width 90 cm. For a double bed, minimum length should be 190 cm and minimum width 135 cm. | Bedroom | Main |
| 6.2 | Two sets of bed sheets and pillows covers for every bed. | Bedroom | Sub |
| 6.3 | Two towel sets for every bedroom | Bathroom | Sub |
| 6.4 | Curtains or other means of ensuring privacy and full shading. | General | Sub |
| 6.5 | Bedside table with closet, drawer or shelf; and shaded light by the bedside. | Bedroom | Main |
| 6.6 | A dressing table (drawer-type table and mirror) or a vanity unit. | Bedroom | Main |
| 6.7 | A minimum of two chairs. | Bedroom | Sub |
| 6.8 | A wardrobe with hangers (6). | Bedroom | Main |
| 6.9 | Chest of drawers or shelves for clothes (can be part of the above mentioned wardrobe). | Bedroom | Sub |
| 6.10 | Ashtray for smoking room only. | General | Sub |
| 6.11 | Carpet or rug for each bedroom. | Bedroom | Sub |
| 6.12 | Waste basket. | General | Sub |
| 6.13 | Wall Decoration | General | Sub |
| 7. | Each Living Room/ Studio should comprise the following: | Living Room | Group |
| 7.1 | Dining Table and a chair for each person, with at least two chairs for every bedroom. In a Studio, the dining chairs could be the same chairs required under No.6.8 | Living Room | Main |
| 7.2 | Chairs: <ul style="list-style-type: none">• In the Studio and one bedroom units two chairs.• In Two Bedrooms' apartment, chairs for four persons.• Additional chair for every for every additional bedroom. | Living Room | Main |

| No. | Recommended Criteria | Type | Main/ Sub |
|------------|---|-------------|------------------|
| 7.3 | Coffee Tables | Living Room | Sub |
| 7.4 | Curtains or other means of ensuring privacy. | General | Sub |
| 7.5 | Electric iron and Ironing board. | General | Sub |
| 7.6 | Colour T.V, with remote control. | Living Room | Main |
| 7.7 | Wall Decoration | Bathroom | Sub |
| 8. | Each bathroom should comprise the following: | Bathroom | Group |
| 8.1 | Shower or bath tub with handle and shower for each bathroom that serves a bedroom. | Bathroom | Main |
| 8.2 | Curtain for each shower or bath tub. | Bathroom | Sub |
| 8.3 | Wash basin with mirror. | Bathroom | Main |
| 8.4 | Lidded WC | Bathroom | Main |
| 8.5 | Washer or bidet | Bathroom | Sub |
| 8.6 | Towel rail | Bathroom | Sub |
| 8.7 | Bath mat | Bathroom | Sub |
| 8.8 | Soap receptacle | Bathroom | Sub |
| 8.9 | Hook for clothing | Bathroom | Sub |
| 8.10 | Covered waste basket | Bathroom | Sub |
| 8.11 | Electric shaver point within reach out of the mirror. | Bathroom | Sub |
| 8.12 | Hot and cold running water | Bathroom | Main |
| 9. | Each kitchen/kitchenette should be located outside the bedroom (excluding studio), and all should comprise the following: | Kitchen | Group |
| 9.1 | Sink and Draining board | Kitchen | Main |
| 9.2 | Hot and cold running water | Kitchen | Main |
| 9.3 | Cooker with oven | Kitchen | Main |
| 9.4 | Refrigerator | Kitchen | Main |
| 9.5 | Washing machine | Kitchen | Main |
| 9.6 | Clothes drying stand | Kitchen | Sub |
| 9.7 | Covered waste units | Kitchen | Sub |
| 9.8 | Vacuum cleaner | General | Sub |
| 9.9 | Cleaning material | Kitchen | Sub |
| 9.10 | Glassware, cutlery (Tableware)- two sets per room, in addition cooking utensils. | Kitchen | Sub |

Table (2)

Annexed to Policies and Procedures

Holiday Home List of Specifications and Conditions

| | | |
|------|---|---------------------|
| 1. | Provide adequate lighting for the public entrance, corridors and stairways to ensure safety during the hours of darkness. | Building Conditions |
| 2. | A night guard or security camera. | Building Conditions |
| 3 | Elevator serving from the ground floor in the event that the building is of three or more strayed. | Building Conditions |
| 4. | Parking for one car. | Building Conditions |
| 5. | The possibility of using the swimming pool and gym.(Building) | Building Conditions |
| 6. | The building met the Civil Defense Dept. conditions | Building Conditions |
| 7. | A number on the door of each unit. | Unit Conditions |
| 8. | Means of securing the doors of each unit from the inside and outside, in addition to a security chain. | Unit Conditions |
| 9. | Peephole on the door of each apartment and villa or an intercom. | Unit Conditions |
| 10. | Central air condition or separate air condition unit. (split unit) | Unit Conditions |
| 11. | Provide first aid emergency kit. | Unit Conditions |
| 12. | Display the following information in each unit: | Unit Conditions |
| 12.1 | A notice specifying the procedures to be followed in case of emergency, in both Arabic and English languages. | Unit Conditions |
| 12.2 | Emergency contact numbers in Arabic and English. | Unit Conditions |
| 12.3 | Provide assistance and maintenance contact number around the clock. | |
| 12.4 | Accurate unit address by the phone. | Unit Conditions |
| 13. | Provision of emergency equipment (Fire Extinguisher / Fire Blanket / Gloves / Torch Candle with Matchsticks), units that have swimming pools should have appropriate signage, safety equipment, floating equipment and first aid kit. | Unit Conditions |
| 14. | The unit's permit should not be less than 3 months. | Other Conditions |
| 15. | List of building' details and services that are permitted to use. | Other Conditions |

Table (3)

Annexed to Policies and Procedures

Terms and Conditions

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| 1. | Introduction | The Terms and Conditions upon which a property is offered, booked and occupied as a Holiday Home under the contract between the Operator and Guest must adequately cover and be consistent with the Policies, Procedures and provisions set out in this TABLE. |
| 2. | Formalities | A. The Terms and Conditions: I. Must be in writing; II. May be electronic, printed or other legally compliant form; III. May cover such other matters generally required in relation to Holiday Home Rental and any special conditions, provided they are not inconsistent with these Policies and Procedures, including in particular this TABLE 3 Annexed to this Guide. |
| 3. | General Content | B. The Terms Conditions must include: i. The address and description sufficient to identify the particular Holiday Home; ii. Guest's name, usual residential address, email and phone number(s); iii. Dates of occupancy and check-out times; iv. Total rental amount payable and any other charges; v. Amount and timing for payment of deposit and balance of moneys paid; and vi. Provisions on variation, cancellation and forfeiture or refund of moneys paid; and vii. Contact details for the Operator and their nominated representative. C. The Terms and Conditions must not contradict the UAE and Ras Al Khaimah laws governing civil and commercial transactions. |
| 4. | License not Tenancy | A. The Terms and Conditions must specify that: i. Guests are granted a limited permission to occupy the Property for temporary accommodation purposes; ii. This is not a residential tenancy agreement under the RAK residential tenancy legislations; and iii. Failure to comply with the Guest's obligations in the Terms and Conditions may result in termination of permission to occupy the Property and eviction. |
| 5. | Security Deposits | A. A security deposit (or equivalent) may be obtained from the Guest (e.g. as cash or a credit card transaction or authorization) prior to commencement of the occupancy; B. Guests should be advised that failure to comply with the Terms and Conditions may result in charges against the security deposit; C. Security deposits should be administered, processed and accounted for and any balance released or returned to the Guest as soon as possible following their departure in accordance with the applicable law. |

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| 6. | Maximum Number of Guests & Visitors | <p>A. In compliance with the Policies and Procedures, the Terms and Conditions must specify:</p> <ol style="list-style-type: none"> I. Maximum permitted number of Guests. II. Maximum permitted number of Visitors. |
| 7. | General Obligations of Guests and Visitors | <p>A. Guests and Visitors must:</p> <ol style="list-style-type: none"> I. Comply with all House Rules; II. Respect the residential amenity and security of the Property and neighbors; III. Refrain from anti-social behavior; IV. Control and be responsible for Visitors and ensure that ensure that Visitors comply with the House Rules V. Comply with any instructions from the Operator and security services during their stay; and notify the Operator any disputes or complaints as soon as is practicable. |
| 8. | Noise and Residential Amenity | <p>A. Guests must not create noise which is offensive to neighbors especially between 1pm-8am and during arrival and departure at any time throughout the occupancy.</p> <p>B. Offensive noise is prohibited and may result in:</p> <ol style="list-style-type: none"> i. Eviction; ii. Termination of permission to occupancy. iii. Loss of rental paid; and iv. Extra charges for security and other expenses which may be deducted from Security Deposits. <p>C. Guests must abide by any noise abatement conditions, standards and orders issued by police or any regulatory authority to minimize impacts upon the residential amenity of neighbors and local community.</p> |
| 9. | Functions and Parties | <p>A. The Property is not a 'party house' and any such activities are strictly prohibited.</p> <p>B. Any gathering, celebration or entertainment permitted at the Property must not conflict with residential amenity and must comply with all House Rules.</p> |
| 10. | Access and Parking (if available) | <p>A. Guests and Visitors must comply with parking regulations and show consideration to neighbors.</p> <p>B. Information on any constraints on access or any parking restrictions must be provided to ensure ease of access with minimum disturbance to other residents or neighboring properties.</p> <p>C. If relevant, Terms and Conditions must specify maximum number of vehicles permitted onsite and parking space(s) allocated. If relevant, Guests may be required to supply vehicle/trailer registration numbers.</p> |
| 11. | Recycling and Garbage | <p>A. Guests must dispose of garbage and recycling in accordance with the usual practice at the Property and in the allocated bins.</p> <p>B. Guests must not leave excess rubbish in public or common areas.</p> <p>C. Guests should be co-operative in complying with requirements in relation to the relevant municipal garbage and recycling collection days, and any special requirements relating to the disposal of garbage or waste minimization.</p> |

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| 12. | Complaints and Disputes Resolution Procedures | <p>A. The terms and Conditions must provide information on complaints handling, including:</p> <ul style="list-style-type: none"> i. Guest's obligations to report any problems or incidents promptly; and ii. Complaints and dispute resolution procedure. |
| 13. | Consequences of not meeting the Terms and Conditions | <p>A. Consequences of not complying with Terms and requirements can include enforcement action from the Owner, Operator or security services.</p> <p>B. Enforcement action is subject to the Decree, the Resolution, the Regulations and other relevant legislation.</p> <p>C. Such enforcement action could result in termination of permission to occupy the Property, Eviction, loss of rental paid, deductions from security deposit and extra charges. It is therefore important for all Guests to be aware of their obligations and of their responsibilities to make any visitors to the Property aware of these requirements to maintain the amenity of the Property and its neighborhood.</p> |

Table (4)
Annexed to Policies and Procedures
House Rules

| | | |
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| 1. | Introduction | <p>A. House Rules are to be provided by Operator at Holiday Homes to ensure that Guests and Visitors know and comply with the specific rules governing their permission to enter and occupy Holiday Homes.</p> <p>B. House Rules are the responsibility of the Operator, who shall make sure they are communicated to Guests and Visitors and shared in writing.</p> <p>C. Matters contained in House Rules should include those set out hereunder and should be adapted and augmented to suit the particulars of the Holiday Home, such as specific instruction for car parking arrangements and rules appropriate for any special equipment, facilities or local risks.</p> |
| 2. | General Content | <p>A. Guest and Visitors must comply with all House Rules and instructions from the Operator and security services during their stay.</p> <p>B. Guests must notify the Operator of any disputes or complaints from neighbors as soon as is practicable.</p> |
| 3. | Noise and Residential Amenity | <p>A. Guests and Visitors must not create noise which is offensive to occupiers of neighboring properties especially between 10pm-8am and during arrival and departure at any time throughout the occupancy.</p> <p>B. Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from security Deposit under the Terms and Conditions.</p> <p>C. Guests and Visitors must not engage in anti-social behavior and must minimize their impact upon the residential amenity of neighbors and local community.</p> |
| 4. | Visitors | <p>A. Guests are responsible for ensuring the limits set on visitor numbers is complied with at all times.</p> <p>B. Guests are responsible for ensuring that Visitors comply with these House Rules.</p> |
| 5. | Gatherings or Functions | <p>A. The Property is not "party house" and any such activities are strictly prohibited.</p> <p>B. Any gathering, celebration or entertainment permitted at a Property must not conflict with residential amenity and must comply with all the other requirements.</p> |
| 6. | Parking | <p>A. Guests and visitors are to comply with parking regulations and other requirements set out below and show consideration to neighbors and other vehicles.</p> <p>B. Parking arrangements at the Property OR as advised by the Professional Operator. (Professional Operator to insert here)</p> |
| 7. | Garbage and Recycling | <p>A. Guests and visitors are to dispose of garbage and recycling in accordance with the usual practice at the Property (as set out below) in the allocated bins, and excess rubbish must not be left in public or common areas.</p> <p>B. Garbage and recycling arrangements at the Property OR as advised by the Professional Operator.(Professional Operator)</p> |
| 8. | Security | Whenever you are absent from the Property, close and lock all windows and doors to maintain security and prevent dust, rain and water damage. |
| 9. | Swimming pool/ spa (if applicable) | <p>A. The swimming pool/ spa must not be used between the hours of 10.00pm and 7.00am.</p> <p>B. No glassware is permitted in the pool.</p> <p>C. Guests and visitors must take all reasonable safety measures regarding the swimming pool and spa, in particular with respect to safety risks to children.</p> |

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| 10. | Deck and Balcony Areas | [Operator insert here – if applicable] |
| 11. | Smoking | A. Smoking is not permitted indoors (if applicable). |
| 12. | Pets | A. Pets are not permitted indoors (if Applicable) |
| 13. | BBQ | [Professional Operator to insert here- If Applicable] |
| 14. | Damages and Breakages | Damages and breakages must be reported to the Operator. |
| 15. | On Departure Arrangements | Arrangements for keys, security, dishwashing, rubbish, etc. are [Professional Operator insert phone number here]. |
| 16. | Emergency Contact | In the event of an emergency relating to the Property, please telephone [Professional Operator insert name here] |
| 17. | Compliance | <p>A. Breach of these House Rules is a breach of the Terms and Conditions of occupancy.</p> <p>B. The Owner and/or Professional Operator reserve the right to terminate permission to occupy, and to evict from the Property, Guests or Visitors who refuse to follow these House Rules or who cause a nuisance.</p> |
| 18. | Additional Rules | <p>Additional House Rules, as needed, to be inserted here by the Professional Operator</p> <p>[Additional Rules]</p> <p>[Additional Rules]</p> |

Table (5)
Annexed to Policies and Procedures
Licensing Fees

Holiday Homes Fees

| No | Description of fees | |
|----|---------------------------------------|-----------|
| 1 | Activity Fees for Holiday Home Rental | AED 1000 |
| 2 | Permit fees for One bedroom | AED 300 |
| 3 | Permit fees for Two bedroom | AED 600 |
| 4 | Permit fees for Three bedroom | AED 900 |
| 5 | Permit fees for Four bedroom | AED 1,200 |
| 6 | Permit fees for Three bedroom | AED 900 |
| 7 | Permit fees for Four bedroom and more | AED 1,200 |