

**Terms and Conditions**  
**Ty KENA**  
**76 Lemoire**  
**22460 Merleac**  
**France**  
**Email: [ajf806@btinternet.com](mailto:ajf806@btinternet.com)**

**Definitions:**

**The Property:** Gites at Ty KENA

**The Owner:** Alan Fortuin and Noelle Rigby

**The Guest:** The Party Leader whose name appears in all booking correspondence.

1. The Property is offered for holiday rental by the Owner to the Guest.
2. To check availability, the Guest should contact the Owner via email using the booking form on our contacts page.
3. The Owner will confirm availability and payment instructions by return email.
4. To reserve the Property, the Guest should email the Owner with full requirements of their stay, and pay a non-refundable 25% deposit to the Owner. Following receipt of the booking email and deposit, the Owner will send a confirmation email. This is formal acceptance of the booking
5. The outstanding balance (including refundable breakage/cleaning deposit) is payable in cash on arrival.
6. In the event of a cancellation by the Owner: if for any reason the Owner is obliged to cancel the Guest's booking, all monies paid to date will be refunded in full. This is the limit of the Owner's liability.
7. If the Guest has not arrived by 2359 hours on the first day of the booking, without making contact with the Owner, the Owner reserves the right to re-advertise the property, after 0001 hours on the day following.
8. The Guest is strongly advised to arrange comprehensive travel insurance (including cancellation cover) and to have full cover for the party's personal belongings, public liability etc., since these are not covered by the Owner's insurance.
9. A damage/cleaning deposit of £50 is required in case of, for example, damage to the property or its contents by the Guest or the Guest's party. This deposit should be paid in cash on arrival. The Owner will refund this deposit within one week of the end of the rental period if no untoward damage has occurred, or excessive cleaning costs are incurred.
10. The rental period shall commence at 2pm on the first day and finish at 10am on the last day. The Owner shall not be obliged to offer the accommodation before the time stated and the Guest shall not be entitled to remain in occupation after the time stated. These times are flexible by arrangement.
11. The maximum number to reside in the property shall not exceed the stated capacity.
12. The Guest shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition as they were found at the start of the rental period.
13. If the Guest leaves the property in an unacceptable condition, the Owner reserves the right to make a retention from the security deposit to cover any additional

cleaning costs.

14. The Guest shall report to the Owner without delay, any defects in the property or breakdown in the equipment, plant, machinery or appliances in or on the property and garden, and arrangements for repair and/or replacement will be made as soon as possible.

15. The Owner shall not be liable to the Guest for:

- Any temporary defect or stoppage in the supply of public services to the property, nor in the respect of any equipment, machinery or appliance in the property or garden.
- Any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the Owner's control.
- Any loss, damage or inconvenience caused to, or suffered by, the Guest if the property shall be destroyed or substantially damaged before the start of the rental period and in any such event the Owner shall, within seven days of notification to the Guest, refund to the Guest all sums previously paid in respect of the rental period.
- Any accident, damage, loss or inconvenience, the Guest or any member of the Guest's party may suffer arising out of, or in connection with, the holiday or resulting from any cause whatsoever.
- The use of amenities and equipment, where offered, such as BBQ's, etc. is entirely at the user's risk and no responsibility can be accepted for injury, loss or damage to persons or property.
- No responsibility can be accepted for loss or damage to any motor vehicle or trailer or its contents.
- Personal belongings are at the Guest's risk at all times.

16. The Guest shall accept responsibility for the safety of all members of their party at all times and at the start of the rental period, they will carefully read the welcome manual in the cottage which contains important safety information.

17. Smoking is not permitted in the property at any time.

18. Pets are not permitted.

19. A Cot and High Chair are available at no extra charge if requested on the Booking Form. Stair gates will be provided if the Party includes children under 3 years old.

20. Duvets, pillows, covers, sheets and pillowcases are provided for the stated number of Guests. Allergy sufferers are requested to discuss any specific requirements with the Owners prior to the Arrival date, and we will try to ensure that needs are met. Bath, Hand and Tea Towels are provided, but Guests are requested to provide their own Beach Towels. A change of all Linen and Towels will be provided for Guests staying longer than one week.

21. Under no circumstances shall the Owner's liability to the Guest exceed the amount paid to the Owner for the rental period.