

TERMS AND CONDITIONS OF BOOKING

In these Terms and Conditions, the word 'Client' refers to the principal person making and confirming the holiday reservation and includes the members of his/her party

The word 'Owners' means Christina and Mike Percy, resident owners and proprietors of Logis de Tertre.

The word 'Property' shall mean the self-catering accommodation (gite) which the client is renting for the duration of his/her holiday (the rental period).

The words 'Reservation' or 'Booking' refer to the rental of the accommodation only and not to any of the associated recreational amenities, swimming pool or play equipment. Use of such amenities by the Client is excluded from the rental cost and no claim will be entertained should the amenities be or become unavailable during the rental period. (see Clause 11)

1. Reservation and Deposit.

To reserve the Property the Client should complete the Booking Form and return it and make payment of the initial non-refundable deposit. The Client will have been deemed to have read and accepted these Terms and Conditions.

A deposit of 25% of the total accommodation price once cleared by the Owner's UK bank will confirm the booking.

The reservation cannot be held unless the completed booking form is returned by e-mail within 24 hrs and the required deposit is received within 4 days of the date of making the reservation.

2. Payment of the Balance.

The balance of the total accommodation price together with the security deposit (see Clause 9) must be paid no later than **8 weeks** (eight weeks) prior to the commencement date of the holiday. If payment is not received by the due date, the Owners reserve the right to give notice in writing that the reservation is cancelled. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.

3. Cancellation.

Subject to Clauses 1 and 2 above, in the event of a non-insurable cancellation, refunds of amounts paid will be made if the Owners are able to re-let the property, and any expenses or losses incurred in doing so will be deducted from the refundable amount. The Client is strongly recommended to arrange a comprehensive travel insurance policy (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.

The Client may only cancel the booking if notice of cancellation is received in writing or by email by the Owners from the person who made the booking and then the following cancellation charges will be payable:-

(i) If notice of cancellation is received more than 8 weeks before the commencement date of the holiday, the full amount of the deposit is forfeit.

(ii) If notice of cancellation is received between 8 and 6 weeks before the commencement

date of the holiday, the Client will remain liable to pay a sum equal to 50% of the total accommodation price.

(iii) If notice of cancellation is received between 6 and 4 weeks before the commencement date of the holiday, the Client will remain liable to pay a sum equal to 75% of the total accommodation price.

(iv) If notice of cancellation is received less than 4 weeks before the commencement date of the holiday the Client will remain liable to pay the whole (100%) of the total accommodation price.

The address for notification of cancellation is Logis de Tertre, 7 Rue des Essarts, Le Grand Breuil, 79210 Usseau, France, or by email to logisdetertre@wanadoo.fr

4. Services.

In the Peak, High and Mid Season the total accommodation price **includes** all electricity, (except for the use of electric convector heaters) gas and water charges.

In the low season there is a supplementary charge for electricity based on meter readings taken at the commencement and termination of the holiday.

Should Clients require the use of the convector heaters during the Peak, High and Mid season periods, this can be requested from the Owners and the charge will be based on meter readings taken at the commencement and termination of the holiday.

The rental accommodation known as 'Trisant' and 'Bronwain' have hot water tanks with a capacity of 300 litres and which are reheated over night.

Clients staying in 'Bronwain', however, should note that although this quantity of hot water is sufficient for normal use it will be inadequate for all eight guests to daily have a bath. The bath has primarily been provided for the use of young children.

Consumables, other than what is included in the ' Welcome Pack ' are not provided.

5. Commencement of the holiday.

The rental period will commence from **4.00pm** on the date of your arrival and terminate at **10.00am** on the date of departure. The Owners shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated.

6. Client's Responsibilities .

The Client agrees to be a considerate tenant and to take good care of the property and to leave it in a clean and tidy condition. Notice of any damage and breakages to the property or its contents must be notified to the Owners immediately, and unless repaired or replaced by the Client by arrangement with the Owners, the cost will be deducted from the security deposit and the Client will remain liable to pay any balance.

The maximum number to reside in the Property must not exceed the advertised number unless the Owners have given prior permission.

The Client and party acquire no rights whatsoever over the property excepting occupation as a holiday let for the rental period booked. The Client shall not under any circumstances sub-let the property.

7. Cost of cleaning and towel / linen hire.

Although a final clean is included in the rental price, the Owners reserve the right to make a retention from the security deposit to cover additional cleaning costs if the Client leaves the property in an unacceptable condition

Bed linen is included in the rental price.

No change of bed linen is made for rental periods up to 14 days in duration.

Towels for use in the gite or at the swimming pool are not provided.

Tea towels are provided

8. Single week bookings.

There is a supplement of £50 (La Trisant) and £100 (La Bronwain) for single week bookings in July & August

9. Security Deposit.

A security deposit of **£100** will be added to the final payment for the total accommodation price. Your security deposit will be returned in full within 7 days of departure in the event of 'Direct Bookings', or in accordance with the Terms and Conditions of 'Villarenters/Rental Systems', should the Client have booked through their on line facility, subject only to deductions made for any damage, breakages or extra cleaning required.

10. Baby Equipment

A cot, high chair and baby bath can be provided at no additional cost provided requests are made at the time of booking

11. Amenities.

The Owners shall not be liable to the Client;-

-For any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliance in the Property or grounds.

-For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owners.

-For any loss, damage or inconvenience to or suffered by Client if the Property shall be destroyed or substantially damaged before the start of the rental period. In such event the Owner shall within seven days of the notification to the Client, refund to the Client all sums previously paid in respect of the rental period.

-For any loss or inconvenience arising from the closure of the swimming pool due to poor water quality caused by a breakdown of the pool filtration or pumping equipment.

-For any loss or inconvenience arising from the closure of the swimming pool due to low water level and the Owners inability to refill the pool because of restrictions on the use of water by the local water authority or Mairie.

The use of the Gite and its contents and any other amenities or equipment provided on the site, including the swimming pool, is entirely at the Client's own risk.

No child under the age of 12, or any non-swimming child under the age of 16 is permitted in the pool area unless accompanied by an adult.

The Owners cannot accept any responsibility for injury, loss or damage to the Client and others included in their party or other visitors, their family and friends, or to their belongings including motor cars.

Under no circumstances shall the Owner's liability to the Client exceed the amount paid by the Client to the Owners for the rental period.

By payment of the deposit and final balance the Client will be deemed to have agreed to this.

12. Routine Maintenance

From time to time routine maintenance of the buildings and its grounds (eg. cutting the grass) may be necessary and noise may result.

This may occur without warning but the Owners will endeavour to give adequate prior notice and keep disturbance to a minimum.

13. Taxe de Sejour (Tourist Tax)

This is a holiday tax levied solely at the discretion of the local commune (Local Authority) and will cost 0.30€ per person per night, 2.10€ per person per week.

Children under 13 years of age are exempt.

Clients will be asked to pay this in Euros on arrival.

14. Pets

The bringing of pets to the property is forbidden,

15. Brochure and Website details.

Whilst every effort has been made to ensure that the details provided are accurate, the representations and descriptions in it will not give rise to any liability on the part of the Owners. Every effort will be made to notify any changes in the details prior to the commencement of the holiday.