

BOOKING TERMS AND CONDITIONS

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1. "the Client" means the lead name provided on the booking form together with all other adult and children's named on the booking form
 1. "the Property" means the properties known as Le Palmier, Le Pressoir, La Pergola and La Mirabelle
 1. "the Deposit" means a sum equivalent to 50% of the total amount payable by the Client
 1. "the Holiday Period" means the period from 17.00 hours on the arrival date until 1000 hours on the departure date
 1. "the Security Deposit" means the sum of £1000
 1. "the Fee" means the total amount due in respect of the booking
 1. "the Confirmation of Booking" means a letter or e-mail received from the Owner confirming the Property is available for the Holiday Period specified in the booking form
 1. "the Property Information Sheet" means the regulations set out in the information sheet located in the kitchen of the Property
 1. "the Arrival Date" means the date specified in the booking form as the day of arrival at the Property. "the Departure Date" means the date specified in the booking form as the day of departure from the Property
2. The Owner agrees to allow the Client together with any children - (up to a maximum of 8 in La Pergola, 8 in Le Palmier and 9 in Le Pressoir and 13 in La Mirabelle guests) to occupy the Property together with the use of the furnishings, kitchen equipment, crockery, glasses and any other items left at the Property for the use of the Client for the duration of the Holiday Period in return for the Fee, payment of which must be made in advance. The Client must not permit more than the number of people submitted on the booking form to occupy the property or use the swimming pool facilities. Tents, camper-vans, caravans and pets are not permitted at the Property without written agreement from the Owner
 3. The Client does not obtain any rights whatsoever in relation to the Property other than a right to stay in the Property for the duration of the Holiday Period and it is not intended that the relationship of Landlord and Tenant should be created between the Owner and the Client

4 The Holiday Period will commence at 1700 hours on the arrival date and the Client must have vacated the Property with all personal and family effects by 1000 hours on the departure date. Failure to do so will result in the Client being charged a further day's proportion of the Fee, which will be deducted, from the Security Deposit held

5 The Client must pay the Deposit to the Owner at the time the booking form is submitted. Payment by credit card and debit card via Paypal are subject to an additional 3% charge. The Owner is not liable for any additional charges the Client may incur when paying by these methods. **Credit/debit card companies exchange at different rates each day, please check with your card issuer the rate before authorising payment.** Prices are advertised in GBP.

5.1 The amount due at the time of booking is 50% of the booking Fee. In the event that the booking form is submitted less than 16 weeks before the Arrival Date, the full amount of the Fee, Deposit and Security Deposit is payable at that time.

5.2 Failure to pay the final balance of the Holiday Fee and the Security Deposit by the due date, stated on the invoice, will be regarded as cancellation on the part of the Client. The Owner has the right to retain all deposits paid and re-advertise the Property immediately for re-sale.

5.3 The Security Deposit will be held by the Owner to be applied against repair or replacement caused otherwise than by usual wear and tear during the Holiday Period. Pending a satisfactory inspection, the Security Deposit will be repaid to the party leader only, within 28 days from departure by bank transfer assuming the Owner has received bank account details. It is the Clients responsibility to supply their IBAN number, SWIFT / BIC number, Account holder's name, Bank full name and address to info@beachholidaysinfrance.com at the time of booking, ensuring the Booking Reservation Number is clearly stated. The Security Deposit cannot be returned without this information and no after 3 months of the departure date. The Deposit constitutes part payment of the Fee.

6 The Confirmation of Booking will be sent to the Client following receipt of the booking form and the Deposit. In submitting the booking form the Client is making an offer to contract with The Owner. The Confirmation of Booking is the acceptance of the offer. A binding contract comes into existence only when the Confirmation of the Booking Reservation Number is issued by the Owner. If no Confirmation of the Booking Reservation can be issued the Client will be sent notification that the booking form has not been accepted together with the return of the Deposit

7 Any Fee received at the point of cancellation is non-refundable in any circumstances. The Client must supply a copy of their travel insurance, which must include full cover for the party's personal belongings, public liability and cancellation to the Owner. In the case of a cancellation by the Client, the Owner reserves the right to deduct the remaining balance due (and any other associated charges) at the time of cancellation from the Clients credit/debit card details supplied. It is the responsibility of the Client to claim these funds from their holiday insurance company. The Client permits authority for the Owner to liaise with their insurer

8 It is obligatory that all travellers apply for and carry an EHIC (European Health Insurance Card). This recently replaced the E111. Apply online https://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC/Pages/about_the_ehic.aspx. In the event of illness during the Holiday Period; it is the responsibility of the Client to pay all doctors' fees, hospital expenses and transfers, repatriation expenses. The Owner shall not be liable for any refund either partial or totally of money paid. Any life threatening medical condition must be declared prior to arrival

9 The Owner will issue to the Client a set of keys to the Property on the Arrival Date and the Client must return them to the Owner on the departure date. If the Client loses a key the Client will be responsible for the costs of having a replacement key cut and/or for the cost of replacing the locks at the Property as necessary

10 All services are payable by the Client locally. Any services not paid for locally will be deducted from the Security Deposit before it is returned to the Client

11 The Client must:

11.1 allow the Owner/Management team to enter the Property to inspect the state of it by prior appointment save in emergency when immediate access must be granted

11.2 keep the Property and the furniture, kitchen equipment, glassware, crockery, bedding and any other items left at the Property by the Agent clean and in good condition and be responsible for repairing any damage

11.3 report any defect or damage caused to the Property or its contents to the Owner via the

contact details contained within the Property Information Sheet immediately upon the Client becoming aware of any said defect or damage

11.4 not cause any damage to the walls, doors or windows of the Property

11.5 not use the Property or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner or to the occupiers of any neighbouring properties

11.6 allow for maintenance/upgrades and repairs to be carried out to the Property or gardens

11.7 allow the Owner the right, without notice, to replace and renew or change items and features within the property

12 The right to stay at the Property is personal to the Client. The Client must not use the Property except for the purpose of a holiday by the Client and the Client's family during the Holiday Period, and not for any other purpose or longer period

13 The Client must comply with the regulations set out in the Property Information Sheet and any other regulations notified to the Client from time to time during the Holiday Period. The Client is responsible for ensuring all children and visitors to the Property observe any such regulations

14 The Client or any other guest at the Property must not do anything or permit anything to be done that would or may result in the insurance of the Property becoming void or voidable or the premium being increased

15 The Owner must allow the Client enjoyment and use of the Property for the Holiday Period free of interruption except in emergency

16 The right to use the Property may be revoked with immediate effect before the end of the Holiday Period by the Owner giving the Client notice in the event of the Client being in material breach of the terms of this agreement or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of the Client's default the Owner shall return to the Client the appropriate proportion of the Fee attributable to the then unexpired remainder of the Holiday Period

17 Use of the swimming pool, hot tub and sauna (if supplied) is strictly limited to those Clients detailed on the Booking Form. The Client is not permitted to invite guests to use these facilities at any time. These services are open from mid-May until the end of September each year (weather dependant) from 10.00 hours until 20.00 hours daily. The swimming pool, hot tub and sauna are open from 20.00 hours until 22.00 hours daily for adults only (over 18yrs old). The hot tub and sauna close for essential hygiene maintenance once per week.

To maintain the swimming pool temperature, during the day, it is the responsibility of the Client to ensure the pool cover is in place each evening. Heating for all three services is included in the price in peak season, all other times a charge of £120 per week for Le Palmier, Le Pressoir and La Pergola and £200 per week for La Mirabelle is an additional charge and must be paid within 28 days of making the reservation. Failure to do so will result in the charge being deducted from the security deposit. Please note the swimming pool, hot tub and sauna are shared between three properties – Le Pressoir, Le Palmier and La Pergola. La Mirabelle has a private pool and hot tub.

17.1 by completing the booking form the Client is declaring that in the event of an accident taking place within the surrounding of or in the swimming pool, hot tub and sauna at the Property that he/she assumes all responsibility towards this whether it may happen to him/herself, to children or to any individual who is staying on the same emplacement. Therefore, the Client admits that use of the swimming pool, hot tub and sauna by their children or people staying at the Property is under their full responsibility in case of any accident

17.2 Children under the age of 16 years old are not permitted in the hot tub or sauna. The following individuals must consult with their physicians before using the hot tub & sauna: the elderly, individuals with heart disease, diabetes, or high blood pressure, pregnant women, and anyone taking prescription medications. Maximum time per session 15 minutes.

17.3 the Owner cannot guarantee a certain water temperature – this is entirely dependent on the

prevailing weather conditions

17.4 the swimming pool and the hot tub are regularly maintained, but unusual or dramatic climate changes can sometimes affect the chemical balance of the water and cause some discoloration. Under these circumstances, a period of time (normally 24 hours) should be allowed for rectification

17.5 Sun loungers, deck chair and other suitable pool furniture have been provided at the property. The Client must not bring other furniture from the Property to use by the pool, nor remove any furniture inside the pool enclosure. The Client is responsible for all repair costs as a result of non-conformance and for any consequential income loss as a result of non-conformance

18 The Owner shall not be liable to the client for:

18.1 any temporary defect or stoppage in the supply of public services to the property, nor in respect of any equipment, plant, machinery or appliances in the property, garden or swimming pool

18.2 any loss, damage, injury that is the result of adverse weather conditions, riot, war, strikes or other matter beyond the control of the owner

18.3 any loss, damage or inconvenience caused to or suffered by the Client if the property shall be destroyed or substantially damaged before the start of the rental period, except that, in any such event, the Owner shall, within 7 days of notification to the client, refund all sums previously paid in respect of the rental period

18.4 for any loss whatsoever suffered as a result of the closure of the pool area at the property for any reason except that a compensation amount of 20 euros per day will be paid per party booking when the pool area is closed due to any failure of the Owner to properly maintain, repair or otherwise deal with the swimming pool or swimming pool area. The payment of compensation under this clause will be at the absolute discretion of the Owner

18.5 for any personal injury, loss or damage whatsoever caused as a result of the use of any children's equipment, toys, games, balls, barbecue or other equipment left at the Property for the use of the Clients during the Rental Period

19 The use of the Property is entirely at the Client's risk and no responsibility will be accepted for injury to the Client, users or visitors (including any children aged 16 or under) nor for any loss or damage to property including pets, vehicles and their contents

20 The Client is responsible for compliance with all local laws that affect the use of the Property for the duration of the Holiday Period

21 It is the Client's responsibility to check and read the details supplied on the website supplied for the property to ensure they are correct at the time of booking. The Owner is not liable if in the unlikely event the website contains inaccuracies. The Owner retains the right to change any details shown without prior notice

22 Under no circumstances must any items of a combustible nature be allowed within the grounds or within the house. This includes candles and incense sticks. Smoking is permitted. However, for the comfort and safety of others this is only permitted within the gardens and not within the pool area or the Property. No glass or breakable items are permitted within the pool area. This is for the safety of others and must be adhered to at all times

23 The use of the baby-changing mat, high chair, travel cot and pushchair are subject to availability and must be requested clearly on the booking form if required at the time of submitting the booking form

24 House Heating: a standard charge of £100 per week or part week is payable if house heating is required

25 The Owner cannot guarantee continuous and uninterrupted internet connection at the property and are not responsible for connection from the Client's device. Some devices can be extremely unpredictable therefore the Owner recommends that the Client bring a RJ45 LAN cable as 'back up'. The Owner does not have a technical support team to assist the Client

26 Clients may only enter the Property from 14.00hrs on the day of arrival if early check-in has been booked and paid for in advance.

27 The employment of baby-sitters is entirely at the Clients own risk. The Owner has not undertaken any vetting process nor do they recommend any one individual. The Client must satisfy themselves by meeting the sitter first to ensure they are happy to leave their child/ren in the care of another person

28 Like most self-catering holiday homes, in France, an end of stay cleaning charge is applicable. This charge is for cleaning the Property, upon your departure, not for re-establishing and moving equipment, furniture and toys used. This charge does not levy the responsibility of the Client to leave the house tidy and in good order, upon departure as per the property information sheet left at the property. The end of stay cleaning charge of £100.80 for Le Palmier, Le Pressoir and La Pergola and £160.80 for La Mirabelle is required to be paid prior to arrival. Failure to do so will result in the charge being deducted from the security deposit. If the Property is found to be left in an unacceptable state, which is the sole decision of the Owner, further cleaning charges of 30 euros per person per hour will be deducted from the security deposit.

29 The Client must inform the Owner or contact the numbers supplied on the Property Information Sheet of any problems should they arise during their stay, in order that they can be resolved as soon as possible. If a maintenance issue arises during the stay and the repair procedure is started within 36hours no requests for compensation can be claimed. If in the unlikely event a problem arises that cannot be rectified, the Owner may at their discretion, offer to re-accommodate the Client in another Property. If such an offer is made, but not taken up by the Client the Owner will not subsequently be liable for any compensation payments to the Client. Any complaint must be in writing to the registered e-mail address at the time of the holiday. No complaints will be accepted on or after the day of the Departure Date.

30 The Booking Contract will be considered void, if the Client amends, adds or deletes any clauses to the contract. In these circumstances the booking will be treated as having been cancelled by the Client. In the case of any conflict between the content of the Property information pack and these Booking Terms & Conditions, the provisions of these Terms & Conditions shall prevail. In the event that any parts of these Booking Terms & Conditions are held to be invalid or unenforceable, the validity or enforceability of the remainder of these Booking Terms & Conditions shall not be affected. Any doubt as to the meaning, interpretation or construction of these Booking Terms & Conditions shall be construed in the Owners favor

31 Any notice to be served on the Client under this agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Property and shall be deemed to have been received upon the expiration of 24 hours after service. The law that applies to the Agreement between the Owner and the Client is the law of France and is to be governed by the sole jurisdiction of the courts of France.

32 By submitting a booking form the client agrees that he/she has read and accepts these Terms and Conditions for and on behalf of all their party members