

# La Petite Auberge

## General Booking Terms & Conditions

In these Terms & Conditions, "you" and "your" means all persons named on the booking form including anyone who is added or substituted at a later date. "we" "us" "our" and "owner(s)" means SARL Labrador Properties and the agents/owners, Lisa Hewitt-Coleman and Paul Longmuir of La Petite Auberge, 24500, Razac d'Eymet, Dordogne, France.

### 1. THE PROPERTY

- 1.1. The property known as La Petite Auberge is offered for holiday rental subject to confirmation by the owners, Lisa Hewitt-Coleman and Paul Longmuir. The property referred to are the Gites which comprise of Le Poulailler, L'Ancienne Porcherie and La Grande Maison.

### 2. HOW TO BOOK

- 2.1. You must contact us prior to making a booking to obtain confirmation of availability. Subject to availability, and on your request, a provisional booking will then be made. The following must then be sent to us within a period of 7 days:
  - 2.1.1. A completed and signed booking form: In signing this booking form, the person who signs it certifies that he/she is authorized to agree to the Terms & Conditions on behalf of all persons detailed on the booking form, including those substituted/added at a later date. The signatory must be a member of the party occupying the property and must be 18 years or over. Bookings cannot be accepted from parties of young people less than 18 years of age.
  - 2.1.2. The payments referred to in clause 3.1 below. (You should note that failure to meet this requirement may result in a cancellation of the provisional booking)

### 3. PAYMENT (These clauses are superseded by the Contract of Rental)

- 3.1. A non refundable deposit of 25% of the rental cost must be paid within 7 days of making your provisional reservation.
- 3.2. The balance must be paid not less than 8 weeks (56 days) prior to your arrival at the Property.
- 3.3. We are entitled to treat your booking as cancelled, if you fail to pay the balance on time (See Cancellation, clause 8)

3.4. Bookings taken within 8 weeks of your arrival at La Petite Auberge must be paid in full, including the security deposit.

#### 4. **CONTRACT**

4.1. Once we have received your booking form and all the appropriate payments, we will confirm your booking by the issue of a confirmation invoice. This invoice will be submitted to the party leader. Please check this invoice carefully as soon as you receive it. If any of the information which appears on the confirmation invoice or any other document appears to be incorrect, please contact us immediately, as it may not be possible to make changes at a later date.

4.2. A binding contract between you and us will come into existence on receipt of your deposit.

#### 5. **RENTAL (These clauses are superseded by the Contract of Rental)**

5.1. The prices detailed are in Euros and the rental price is weekly.

5.2. All the Gites at La Petite Auberge are fully furnished and equipped. The rental prices include linen, an end of let/rental clean, gas and electricity. Additional services are clearly stated in the property description. For long term lets and winter lets, see separate rental contract.

5.3. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware of at the time of booking.

#### 6. **Security Deposit**

A security deposit of €100 is to be paid in advance either to the booking agent or in cash on arrival. This will be refunded to you assuming no damages or breakages. If there are damages or breakages you may lose part of all of your security deposit.

#### 7. **ALTERATIONS/CANCELLATION BY THE OWNERS.**

7.1. In the unlikely event of a significant change or cancellation of your booking by us, we will inform you as soon as possible. A full refund of all monies paid by you will be given within 7 days.

#### 8. **CANCELLATION BY YOU.**

8.1. Any cancellation by you (for whatever reason) must be provided in writing, including email or facsimile. The effective date of cancellation is the date we receive written notification.

8.2. If you cancel 8 weeks or more prior to your arrival at the property you will lose your deposit.

- 8.3. *If you cancel less than 8 weeks before your arrival at the property or the booking is cancelled due to your non-payment, the Owners shall be entitled to the full cost of the holiday from you.*
- 8.4. *We will use our best endeavours to obtain a replacement client. If a replacement is obtained, we will then refund all monies paid by you, less any difference between the price you paid for the property and the price paid by the replacement client.*
- 8.5. *If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Claims must be made direct to the insurance company concerned.*

## **9. YOUR RESPONSABILITIES**

- 9.1. *You must keep the property and all the furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment of any breakages, loss or damage to the property caused by you. (We strongly recommend that you take out adequate insurance to cover this) The owner reserves the right to make deductions from the security deposit for any extra cleaning, over the number of hours committed to departure cleaning, and to claim against you for any damage or loss, the cost of which exceeds the security deposit.*
- 9.2. *You must report to us, without delay, any defects to the property or breakdown in the equipment, plant, machinery or appliance in the Property and gardens, and arrangements will be made for repair and/or replacement as soon as possible.*
- 9.3. *The parking of caravans/pitching of tents at the property is strictly forbidden.*
- 9.4. *For the comfort of all guests, smoking is strictly forbidden inside La Petite Auberge and the Gites.*

## **10. NUMBER OF PEOPLE USING THE PROPERTY**

- 10.1. *Only the number of persons stated in the booking form may use the property unless otherwise agreed with the owners. The maximum number of people, including infants allowed at the property may not be exceeded. The owners have the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded. A pro rata sum will automatically be deducted from your security deposit for any additional adults/children.*

## **11. ACCESS**

- 11.1. *We shall be allowed access to inspect the property prior to your departure. We also have the right to access the property during your stay to carry out maintenance and cleaning. gardeners and*

*pool maintenance personnel may enter the ground during your stay, normally early in the morning.*

## **12. BEHAVIOUR**

*12.1. The person signing the contract is responsible for the correct and decent behaviour of the party. Should you or a member of your party not behave in such a manner, we may use our absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will not have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.*

## **13. ADDITIONAL SERVICES AT THE PROPERTY**

*13.1. Payment for additional services such as additional cleaning and babysitting is normally made on location.*

## **14. LINEN**

*14.1. Linen is included with the property. Linen is automatically changed once a week. If you require more frequent changes, you should request this at the time of booking. (There may be an additional cost)*

*14.2. Beach and pool towels are never provided and therefore you should take these towels with you. Towels are available for hire at additional cost. If you require towels, you should request these at the time of booking.*

*14.3. We recommend that you take your own cot linen for your baby's comfort. If you do not wish to take your own, please tell us at the time of booking so we can provide it.*

## **15. SWIMMING POOL AND GROUNDS**

*15.1. The swimming pool is not open all year round. If your rental period is outside May to September, please check with us that the pool is open, filled and ready for use. We cannot be responsible for low water temperatures at any period.*

*15.2. Please note that swimming pools carry dangerous risks. Upon arrival at the property you and all members of your party must take time to familiarize yourselves with the location of the swimming pool. Please take special note of all signs and instructions for use which may be displayed. Pool safety is of the utmost importance. Children must be supervised by an adult at all times. You and your party agree to take full responsibility for the safety of all members of your party in and around the swimming pool.*

*15.3. No glass or china is to be taken or used in the pool area. Plastic glasses are provided. Should any glass or china fall into the pool,*

*we may need to empty, clean and refill the pool. This may take a number of days. You may also lose your security/damage deposit as a result.*

- 15.4. *Young children must not be allowed to wander unaccompanied in the grounds of the property.*

## **16. SECURITY AND VALUABLES**

- 16.1. *Any valuables left at the property are left at your own risk. We are not responsible for any loss. Proper care must be taken against theft and burglary. It is essential, and also your responsibility, to ensure that all doors, shutters, windows are closed and locked when leaving the property, or when by the poolside/in the grounds. No refund can be given should you decide to vacate the property as a consequence of a burglary.*

## **17. ARRIVAL AND DEPARTURE**

- 17.1. *Arrival is after 16.00 hours local French time (normally GMT + 1 hour). If your arrival is delayed you must inform us. Our details will be noted on the directions sheet you will receive upon payment of the balance.*
- 17.2. *You must vacate the property by 10.00am local French time on the day of departure. If these times cause you difficulty, please advise us at the time of booking. It may be possible to arrange for luggage to be left at the property.*
- 17.3. *Normal changeover day is a Saturday. Other changeover days may be possible, subject to availability and must be agreed with the owners at the time of booking.*

## **18. INFORMATION**

- 18.1. *We reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interest of continual improvement we reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice. (See also clause 7).*
- 18.2. *If we become aware of material changes after your booking has been confirmed, we will advise you before departure.*

## **19. PETS**

- 19.1. *Pets are welcome only with our explicit permission. We reserve the right to charge a supplement. The number of pets must be agreed prior to acceptance of booking. If you do not inform us of any pets, we reserve the right to request either that the pet is placed in kennels in France for the duration of your stay or your removal from the property without refund or compensation.*

## 20. OUR LIABILITY

- 20.1. We cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of obvious noise has been in existence prior to your arrival and we are aware of this, we will contact you to inform you of the disturbance (See also clause 7)
- 20.2. We cannot be held responsible for the breakdown of any mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor the failure of public utilities such as water, gas and electricity.
- 20.3. We shall not be liable for any loss, breach or delay to any cause beyond our reasonable control including, although not limited to Act of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws, or measure of any kind on the part of the government or local authorities, strikes, lockouts, or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract discharged.
- 20.4. We cannot accept responsibility for events out of our control e.g. bad weather, delay caused by carrier company, breakdown of domestic equipment.
- 20.5. We cannot be held responsible for any injury, loss or damage to you personally, your belongings or your vehicles when using the accommodation, grounds, equipment or other amenities. The use of these amenities is entirely at your own risk and we accept no responsibility.
- 20.6. In the event of discharge our liability shall be limited to the return of the sums paid to us in respect of the unused portion of the holiday calculated on a pro rata daily basis.

## 21. INSURANCE

- 21.1. We strongly recommend and advise that all your party have comprehensive travel insurance and that E111 forms are carried.

## 22. LAW

- 22.1. This contract and all matters arising out of it are governed by English law and shall be deemed to have been made in England. We both agree that any dispute, claim or other matter which arises out of or in connection with your contract will be dealt with by a court of competent jurisdiction in England.

## 23. DATA PROTECTION

In accordance with the 1988 data Protection Act we will ensure that:

- 23.1. The collation of personal information is fair and lawful.

- 23.2. *We take responsibility for all personal information held and used and that appropriate security measures are in place to protect this information.*
- 23.3. *We request full details of all party members on our booking form as a safety measure whilst you are on vacation.*
- 23.4. *Please let us know if you would like your personal details to be removed from our database, after your holiday. We may use this information to update you on details of La Petite Auberge.*

**24. NOTES**

- 24.1. *The property, with the exception at present of Le Poulailleur, is serviced by mains drainage. However, as with most of rural France, it is important that no sanitary or baby items are flushed down the toilets and only French toilet paper is used (English toilet paper is apparently indigestible to the septic tank flora!) Only toilet cleaners suitable for septic tanks may be used. However, we will supply toilet tissue and cleaner for you during your stay.*

*The undersigned accepts these terms & conditions:*

*Signed* .....

*Name (Block Capitals)* .....

*Date* .....

