

# Contract of Rental

## For 2018

1. The property known as “.....” is offered for your holiday on behalf of Mr. & Mrs. Turner (later referred to as the agents) to the renter (the Client). The Client will be deemed to be the person whose name appears on the booking form.
2. To reserve the property, the client should complete and sign the Booking Form and return it together with payment of the initial non-refundable deposit (25% of the total rent due or 100% if within 8 weeks of the start of the holiday). Following receipt of the Booking Form and deposit, confirmation of the booking will be sent (by email if possible). This is the formal acceptance of the booking.
3. If the client is forced to cancel their holiday within 12 weeks of the start of the holiday date, the balance of the total rental is payable immediately. If the client cancels more than 12 weeks before the departure date, any deposit paid will be forfeited – whether he is insured for this risk or not.
4. If the client wishes to move the reservation to another property or to another date without canceling the reservation, a fee of 50 Euros will be charged to cover administration costs. If this is possible
5. The balance of the rent (see clause 6) is payable not less than eight weeks before the start of the rental period. If payment is not received by the due date, the agents reserve the right to give notice in writing that the reservation is cancelled.
6. A security deposit of 400 euros, will be required on arrival in cash, and will be refunded in its entire or in part (normally within 21 days after the departure date, after the property has been checked) by bank transfer, please provide your bank IBAN number and SWIFT code for the transfer.

All breakages, losses or damage will be deducted from the security deposit as will any extra cleaning charges if the property is not left in a clean and tidy state, ready for the next guest's arrival. Should the security deposit be insufficient to meet such costs or liability, any additional amounts are payable by the Client. However the sum reserved in this clause, shall not limit the clients liability to the agents.
7. Subject to clauses 2 and 3 above, in the event of a cancellation, refund of amounts paid will be made if the agents 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 agents' insurance.
8. The rental period shall commence at 4pm on the first day and finish at 10am on the last day as defined in the booking form. The agents 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, unless by prior agreement between both parties.
9. The maximum number to reside in the Property must not exceed what has been stated on the booking form, unless the agents have given written permission.
10. The Client agrees to be a considerate tenant and to take good care of the Property and at the end of the rental period to leave it in a clean and tidy condition, being cleaned with the cleaning products provided. The agents reserve the right to make retention from

the security deposit to cover additional cleaning costs if the Client leaves the Property in an unacceptable or dirty condition. The Client also agrees not to act in any way, which would cause disturbances to those, resident in neighboring properties. The property is assumed to be as represented on the website and in a good rental state unless the agent has been informed to the contrary.

11. The agents reserve the right to enter onto the property at reasonable times to carry out normal maintenance, which may include gardening, cleaning work, swimming pool maintenance etc. Under no circumstances may tenants touch or interfere with any pool equipments or materials or other similar equipments. The agents reserve the right to take any relevant action, including immediate termination of the tenancy, if any property including the swimming pool and its grounds are abused or misused. Damage to the lining of swimming pools as a result of the fault or abuse, either willfully or negligently or otherwise, of the tenants will be fully charged to tenants up to the cost of replacing, such liner and any consequences thereof.

12. All relevant clauses and recommendations made in respect of the rented property form part of this contract

13. Whilst the agents will have made every possible effort to ensure that the details contained on the Website and on any further marketing material, are accurate, houses may be altered, facilities changed or properties withdrawn from letting altogether. Should the agents have to cancel your holiday in such circumstance or for any reason whatsoever, the agents will endeavor to transfer your booking to an alternative equivalent property, if available, or will refund all monies paid.

14. The Client and party acquire no rights whatsoever over the Property accepting occupation as a holiday let for the period booked. The Client does not have the right to sub-let the Property.

15. The Client shall report to the owner without delay any defects, or damages in the Property or breakdown in the equipment, plant, machinery or appliances in the Property, garden or swimming pool, and arrangements for repair and/or replacement will be made by the agents as soon as possible, failure to do this could result in loss of part or all of the security deposit.

16. The agents shall not be liable to the client:

16.1 For any temporary defect or stoppage in the supply of public service (Electricity, Water etc) to the property, not in respect of any equipment, plant, machinery or appliance in the Property, garden or swimming pool.

16.2 For any loss, damage or injury that is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the agents.

16.3 For 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 and in such event, the agents shall within 1 month of the notification to the Client, refund to the Client all sums previously paid in respect of the rental period.

17. Under no circumstances shall the agent's liability to the Client exceed the amount paid for the rental period.

18. No responsibility can be accepted for injury to a user or visitor and loss or damage to the user's or visitor's belongings.

19. No responsibility can be accepted for any loss or damage to any motor vehicle or its contents.

20. The parking of caravans (motorized or otherwise) or camping is not permitted on the Property grounds without written permission of the agents.

21. The bringing of pets on to the property is forbidden except with the written permission of the agents.

22. Please note that neither the owners, nor any letting agents take any responsibility for any injuries whatsoever and however caused with regard to the use of the property or swimming pool. Children should, at all times be supervised by a responsible adult. As the head of your party you are deemed to be wholly and exclusively responsible for any member of your party whilst at the property and specifically when the pool is being used. You are expected to have read the rules for the property & pool and any notices appertaining to its use and to have made these clear to each member of your party, particularly those with small children.

23. This contract is entirely regulated by French law and will be considered to have been made in France. Any proceedings arising out of or in connection with this contract may be brought in any French court of competent French jurisdiction.

24. Both water and gas and linen are included in the rental costs for summer use but It does not include the cost of electricity, this will be charged at the standard EDF rate charged to us on departure.

26. , Due to causing irreversible staining damage to the pool liners, sun loungers, bed linen etc all sun creams and tanning agents are completely banned from use on site. Please refer to attached information. We supply at cost price a natural organic sun cream from a specialist manufacturer here in France called "Laboratoire Biarritz" in both cream and spray versions to our clients to avoid any such damages. ALL sun creams appear to now contain one form or another of Avobenzone under one of the chemical names of Butylmethoxydibenzoylmethane which are causing irreversible staining to cloths, towels, bedding, pool liners and sun loungers, in fact anything they come into contact with. A replacement Liner is approx 2500euros.

**Print Name** ..... **Date**.....

**Signed**.....

**Address**.....

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