

BOOKING TERMS AND CONDITIONS

1. The Property known as LA CROIX SPA (“ the Property”) is offered for holiday rental subject to confirmation by P.K. MARTIN (“the Owner”) to the renter (“the Client)
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 rental cost). Following receipt of the booking form and deposit, the Owner will send a confirmation statement. This is the formal acceptance of the booking.
3. The balance of the rent is payable not less than eight weeks before the start of the rental period. An invoice will be sent before the due date. If payment is not received by the due date, the Owner reserves the right to give notice in writing (by email or post) that the reservation is cancelled. The Client will remain liable to pay the balance of the rent unless the Owner is able to re-let the Property. In this event, Clause 8 of these booking conditions will apply. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.
4. In accordance with French law the cottages and the games room on the Property are strictly no smoking areas. The client agrees to abide to this regulation.
5. Linen hire (included in the cost of cottage rental) includes sheets, duvets and duvet covers (seasonal) and pillowcases, tea towels, hand and bath towels, but does not include pool/beach towels.
6. Any chargeable expenses arising during the rental period (e.g. telephone calls, babysitting, bicycle hire) should be settled locally with the Owner before departure.
7. In lieu of a refundable security deposit, the client agrees to notify the owner of any damage to the property. Further, the client agrees to be invoiced by the owner for any damage to the property caused during and arising from the client's stay. Compensation for damage will normally be limited to the cost of replacing or rectifying the damage and consequences of that damage.
8. Subject to Clauses 2 and 3 above, in the event of a cancellation, refunds of amounts paid will be made if the Owner is able to re-let the Property and any expenses or losses incurred in so doing 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.
9. The rental period shall commence at 4.00pm on the first day and finish at 10.00am on the last day. The Owner shall not be obliged to offer the accommodation before the time started and the Client shall not be entitled to remain in occupation after the time stated.
10. The maximum number to reside in the Property must not exceed the number stated within the brochure unless the Owner has given written permission.
11. The Client is not permitted to bring dogs into the cottage(s) or the grounds of the Property. The owner holds details of local dog-sitters and kennels, please ask in advance for details of pet accommodation if you are planning to travel with pets.
12. 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 at the end of the rental period. Although a final clean is included in our prices, the Owner reserves the right to invoice the client to cover

additional cleaning costs if the Client leaves the Property in an unacceptable condition. The Client also agrees not to act in any way that would cause disturbance to those resident in neighbouring properties.

13. The Client shall report to the Owner without delay any defects in the Property of breakdown in the equipment, plant, machinery or appliances in the Property, garden, swimming pool, sauna or Jacuzzi and arrangements for repair and/or replacement will be made as soon as possible.
14. The Owner shall not be liable to the Client:
 - a) 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, garden, Jacuzzi, sauna or swimming pool;
 - b) 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 Owner;
 - c) 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 any such event, the Owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
15. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.
16. This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.