



FONGRIVE HAUT BOOKING CONDITIONS

In these Booking 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" means Susan and Frederick Young of 'Pinehurst' 27 Myrtle Grove, East Preston, West Sussex. BN16 2SW

1. THE PROPERTY

1.1 The property known as Fongrive Haut, is offered for holiday rental subject to confirmation by Susan and Frederick Young, the owners.

2. HOW TO BOOK

2.1 You must contact us before making a booking to obtain confirmation of availability. Subject to availability, and on your request, a provisional reservation will then be made. The following must then be sent to us within 7 days:

(a) The completed and signed booking form: The person who signs the booking form certifies that he/she is authorised to agree the Booking Conditions on behalf of all persons included 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.

(b) The payments referred to in clause 3.1 below (Failure to meet this requirement may result in a cancellation of the provisional booking)

3. PAYMENT

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. This must be accompanied by a security deposit of £300

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 Fongrive Haut must be paid in full, including the security deposit.

4. CONTRACT

4.1 Once we have received your booking form and all appropriate payments, we will confirm your booking by issuing a confirmation receipt. This receipt will be sent to the party leader. Please check this receipt carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

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

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5. RENTAL

5.1 The prices given are in sterling and the rental price is weekly, unless otherwise stated.

5.2 Fongrive Haut is let fully furnished and equipped. The price for Fongrive Haut includes bed linen, towels and electricity.

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

6.1 A security deposit of £300 is required to cover the cost of any damages or breakages to, or at the property.

This amount will be required 6 weeks prior to your arrival at the property, it is payable with your holiday

balance.

6.2 It may take up to 2 weeks after your departure from the property to return the deposit to you. Delays can be caused whilst waiting for proof of damage and possible telephone consumption (See Telephone clause 13).

6.3 The cost of any damage caused by you will be deducted from the security deposit and the remaining balance will be returned to you. If the security deposit paid by you is not sufficient to cover the cost of such damage, we will be entitled to recover any additional costs from you.

6.4 Some damages may not be immediately obvious to us upon your departure. We reserve the right to charge you for any damage noted in the property after your departure.

6.5 Unless otherwise specified, security deposits will always be refunded to the party leader

6.6 We reserve the right to hold the security deposit for longer than 2 weeks if there is a dispute over damage, or we are awaiting bills/proof of damage.

7. ALTERATIONS/CANCELLATION BY THE OWNER

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 refund will be given of all monies paid by you within 7 days.

8. CANCELLATION BY YOU

8.1 Any cancellation by you (for whatever reason) must be in writing. (Including email or fax). 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 Owner shall be entitled to the full cost of the holiday from you.

8.4 We will endeavor 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 plus expenses.

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 RESPONSIBILITIES

9.1 You must keep the property and all 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 for any breakages, loss or damage to the property caused by you. (We recommend that you take out adequate insurance cover 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 damage or loss, the cost of which exceeds the security deposit.

9.2 You must report to us, without delay, any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property and garden, and arrangements for repair and/or replacement will be made as soon as possible.

9.3 The parking of caravans/pitching of tents at the property is strictly forbidden.

9.4 Smoking is strictly forbidden inside Fongrive Haut.

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 us. The maximum numbers of people, including infants allowed at the property may not be exceeded. The Owner has the right to terminate hire without prior notice and without refund or compensation if the 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 a right to access the property during your stay to carry out maintenance and cleaning. Gardeners and pool maintenance may enter the grounds 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 the 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. TELEPHONE CHARGES

13.1 A telephone is provided at the property (Tel No. 05 53 61 24 70) and is available for the use of guests. There is no charge for reasonable usage but if we see from our itemised statement that your call volume is large, we retain the right to reimburse ourselves from your security deposit.

14. BED LINEN AND TOWELS

14.1 The provision of bed linen and all towels is included in the rental price.

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 the pool will be closed. We cannot be responsible for low water temperatures at any period.

15.2 Please note that swimming pools carry dangerous risks. Before arrival at the property you will receive full operating instructions and a booklet of Safety Procedures for the swimming pool, you are required to comply with them at all times. Prior to arrival you will be required to sign an indemnity indicating that you take full responsibility for the safe operation of the swimming pool and its environment. Failure to sign this indemnity or adhere to the guidelines will result in the swimming pool being unavailable to your party.

15.3 Upon arrival at the property you and all members of your party must take time to familiarise yourselves with the location, layout and depth of the swimming pool and its equipment. Please take note of the pool rules that are 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.

15.4 No glass or china is to be taken or used in the pool area. Plastic glasses and plates are provided specifically for use around the pool. Should any glass or china fall into the pool, we may need to empty, clean and re-fill the pool. This can take a number of days. You may also lose your Security Deposit as a result.

15.5 Young children must not be allowed to wander unaccompanied in the grounds of the property.

16. SECURITY AND VALUABLES

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 your responsibility to ensure all doors, 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 hrs local French time (Normally GMT + 1 hour). If your arrival is delayed by longer than 24 hours you must inform us.

17.2 You must vacate the property by 09.30am on the day of departure.

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 We are sorry but we are unable to allow pets at the house.

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 reasonably 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 clause 7.

20.2 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

20.3 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including, though 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 as 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 advise that all your party have comprehensive travel insurance and that an European Health

Insurance Card is 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 1998 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.

24. NOTES

24.1 In common with most of rural France, we are serviced by a septic tank. 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. These are provided at the house.