

Terms and Conditions

In these Terms & Conditions, "you" and "your" mean all persons named on the Booking Form including anyone who is added or substituted at a later date. The terms "we", "us" and "our" mean Emerald Coast Gites and the owners, Simon and Lesley Willis of La Touche, Hénansal, 22400, Côtes d'Armor, Bretagne, France.

1. The Property

- 1.1. The Property known as La Touche is offered for holiday rental subject to confirmation by us. The properties referred to in these Terms & Conditions are the seven gites at La Touche. These comprise La Boulange, L'Écurie, Le Pressoir, and No.1 to No.4, La Vieille Grange.

2. How to Book

- 2.2. 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.
- 2.3. The following must then be sent to us within a period of 7 days:
 - i) A completed and signed Booking Form (see *Clause 3: The Booking Form*).
 - ii) A deposit to secure your booking (see *Clause 4: The Deposit*).
- 2.4. If the booking is made within 8 weeks of your arrival date, you must pay the full rental amount and security deposit in order to secure your booking (see *Clause 5: Payment of the Balance*).
- 2.5. Failure to send the Booking Form and security deposit within 7 days may result in a cancellation of the provisional booking.

3. The Booking Form

- 3.6. In signing (or e-mailing) the Booking Form, the person who signs/e-mails it certifies that they are authorised to agree to the Terms & Conditions on behalf of all persons detailed on the form, including those substituted/added at a later date.
- 3.7. 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.

4. The Deposit

- 4.8. A deposit of 25% of the total cost shall be paid if the booking is made more than 8 weeks prior to the intended starting date of letting and such sum shall accompany the Booking Form (see *Clause 3: The Booking Form*).
- 4.9. The deposit is non-refundable.
- 4.10. If a booking is made less than 8 weeks prior to the intended starting date of the letting then the whole of the letting cost shall be paid together with the security deposit referred to in *Clause 5: Payment of the Balance*.
- 4.11. Euro cheques should be made payable to Emeraude Cote Gites; Sterling cheques to Simon Willis or Lesley Willis. You can also pay using internet banking. Contact us to request our bank details.
- 4.12. Following receipt of the Booking Form and non-refundable deposit, we will send a confirmation invoice and statement. This is the formal acceptance of the booking (see *Clause 7: Your Booking Contract*).
- 4.13. Your completed Booking Form constitutes an offer only and no legally binding agreement shall come into existence until such time as the confirmation invoice and statement are sent (see *Clause 7: Your Booking Contract*).

5. Payment of the Balance

- 5.14. The balance due for the rental period must be paid no less than eight weeks before your arrival. The security deposit must also be paid at this time (see *Clause 6: Security Deposit*).
- 5.15. If payment is not received by the due date, we reserve the right to give notice in writing that the reservation is cancelled.

6. Security Deposit

- 6.16. A security deposit of £150/€200 per booking is required at the same time as the final payment, from which we shall be at liberty to deduct such sums as may be incurred by us in respect of any damage to the Property (or its contents) or the swimming pool on the part of you or any of your party or guests.
- 6.17. If the cost of the repair or replacement exceeds the damage deposit paid, the tenant remains liable for the difference between the security deposit and the total cost of repair. We strongly recommend that you take out adequate insurance to cover this – see *Clause 17: Insurance*).
- 6.18. We will account to you for the security deposit and refund the balance due within two weeks after the end of the rental period. Any chargeable expenses arising during the rental period (for example, any loss, breakages or damage, additional cleaning, etc.) will be itemised and deducted from the deposit. All loss, breakages or damage, must be reported to us as soon as possible.
- 6.19. The security deposit will be fully refunded given a satisfactory inventory of the premises by us or our agent.

7. Your Booking Contract

- 7.20. 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.
- 7.21. The confirmation invoice is your Booking Contract and forms a binding contract between you and us.

8. Your Rental

- 8.22. The prices detailed are in Euros and the rental price is weekly.
- 8.23. All the Gites at La Touche are fully furnished and equipped. The rental prices include linen, an end of let/rental clean, gas and electricity.
- 8.24. You and your party acquire no rights whatsoever over the Property except occupation as a holiday let for the rental period booked. You shall not sub-let the Property.

9. Modifications to Your Booking

- 9.25. 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.
- 9.26. We reserve the right to make modifications to the Property specification that are considered necessary in light of operating requirements.
- 9.27. 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.
- 9.28. If we become aware of material changes after your booking has been confirmed, we will advise you before your arrival.

10. Cancellation by Us

- 10.29. 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.
- 10.30. In the event, for whatever reason, that the Property becomes unavailable or is not reasonably fit to be let at the commencement of or during the course of the letting, after the booking has been accepted, we offer to use our best endeavours to assist you to find reasonably suitable alternative accommodation. In the event that such accommodation cannot be found, we shall refund to you in full your deposit and any such other sums as you may have paid to us, and neither us nor our agent shall have any further liability whatsoever to you or your party.

11. Cancellation by You

- 11.31. 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.
- 11.32. The following cancellation charges (which are neither refundable nor transferable) shall apply:

Cancellation period before arrival date...	Cancellation charges...
More than 42 days	Just the deposit.
29 - 42 days (inclusive)	50% of the total letting cost (security deposit to be returned).
0 - 28 days (inclusive)	100% of the total letting cost (security deposit to be returned).

- 11.33. 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.
- 11.34. If the reason for your cancellation is covered under the terms of your insurance policy (see *Clause 17: Insurance*), you may be able to reclaim these charges. Claims must be made direct to the insurance company concerned.

11.35. To ensure that we have received your notification of cancellation you must be in possession of an acknowledgement from us by fax, email or regular mail.

12. Rental Period (Arrival and Departure)

- 12.36. Arrival is after 4pm local French time (normally GMT + 1 hour). If your arrival is delayed you must inform us. Our details are on our website (www.yourfrenchgite.com) and will be noted on correspondence you receive from us.
- 12.37. You must vacate the Property by 10am 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 at your own risk (see *Clause 21: Security and Valuables*).
- 12.38. Normal changeover day is a Saturday. Other changeover days may be possible, subject to availability and must be agreed with us at the time of booking.
- 12.39. We shall not be obliged to offer accommodation before the time stated and you shall not be entitled to remain in occupation after the time stated.
- 12.40. No extension of the rental period is permitted without our prior written agreement.

13. Number of People Using the Property

- 13.41. Only the number of persons stated on the Booking Form can stay in the Property and no other person(s) may stay in the Property or use its facilities without our written permission. If permission is given an extra pro rata charge may be deducted from your security deposit for any additional adults/children. We have the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded.
- 13.42. The parking of caravans/pitching of tents at the Property is strictly forbidden.

14. Inventory

- 14.43. An inventory will be placed in the information folder provided to you at the start of the rental period. You are responsible for reading and checking that the inventory of contents is correct and that the same are in good working order and condition.
- 14.44. You will be required to sign the inventory, which shall thereafter be conclusive of those facts.
- 14.45. The inventory will be taken by us at the end of the letting and before departure. You shall, with us or our agent, inspect the contents of the Property and compare the same against the signed inventory. Any damage and/or loss shall be noted on the said inventory and you will be required to sign the same. Charges for damages/loss may be charged to you at our discretion (see *Clause 6: Security Deposit*).
- 14.46. In the event of you leaving the Property prior to the inventory being checked then the same shall be checked by us or our agent and their statement shall be conclusive of the facts stated on the form.
- 14.47. If bed linen is provided, this should be left for cleaning on the last day of the rental period - missing linen or linen in a condition that does not permit it being used again (for example ripped or stained) will be charged to you at our discretion.

15. Cleaning

- 15.48. On departure you must leave the Property, equipment and grounds in the same state of repair and condition as you found it: in a clean and tidy state. In particular, you must ensure toilets, showers, washbasins, bath, cooker, BBQ and kitchen sink are left in a clean condition and that floors are also clean. All cutlery, crockery, pots, pans, glasses, cooking utensils, books, videos, games, TV controls etc. are to be returned from where they came.
- 15.49. A 1½ hour cleaning period on the day of departure is provided as part of the original rental fee. If additional cleaning is required this is charged at £10 per hour and will be deducted from your security deposit (see *Clause 6: Security Deposit*).
- 15.50. 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. Only toilet cleaners suitable for septic tanks may be used. We will supply toilet tissue and cleaner for you during your stay.
- 15.51. You must clean grease, etc. from plates and pans with kitchen paper before washing in sink or dishwasher.

16. Your Responsibilities and Behaviour

- 16.52. You agree to abide by the Terms & Conditions in this document, to be a considerate and law-abiding tenant and not to act in a way which would cause disturbance to other guests and our local neighbours.
- 16.53. The person signing the Terms & Conditions 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 stay 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.
- 16.54. Although the walls are thick, guests are kindly requested not to disturb other tenants or neighbouring properties with loud noise or music.

16.55. You shall report to us without delay any defects in the Property or breakdowns in any equipment, plant, machinery or appliances in the Property or garden, so that arrangements for repair and/or replacement can be made as soon as possible.

17. Insurance

- 17.56. You are strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings etc., since these are not covered by our insurance.
- 17.57. We also advise that European Health Insurance Cards (EHIC) are carried.

18. Swimming Pool, Play Area and Grounds

- 18.58. The swimming pool is not open all year round. If your rental period is outside June to September, please check with us that the pool is open, filled and ready for use. Although the pool is normally heated, we cannot be responsible for unexpected faults with the heating system or low water temperatures at any time.
- 18.59. We reserve the right to close down the swimming pool in the event of a change in the weather conditions and may do so without payment of any compensation or deduction from the holiday price.
- 18.60. Swimming pools carry dangerous risks. Upon arrival at the Property you and all members of your party must take time to familiarise yourselves with the location of the swimming pool. Please take special note of all signs and instructions for use which may be displayed.
- 18.61. Pool safety is of the utmost importance. You and your party agree to take full responsibility for the safety of all members of your party in and around the swimming pool. When using the swimming pool you must ensure that:
- i) Children are supervised by an adult at all times.
 - ii) The access gate is always closed.
 - iii) No glassware is taken into 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 deposit as a result.
 - iv) The cleaning robot, swimming pool cover and security fence are not interfered with.
 - v) No inflatable dinghies or lilos are used in the pool.
 - vi) The facility is used safely and no member of your party dives into or runs around the pool.
 - vii) You shower before entering the pool.
 - viii) The pool is vacated at 10pm, when the pool will be closed by us.
 - ix) You provide pool towels which are large enough to protect the sun-lounger cushions from perspiration and sun-tan lotion.
- 18.62. The Play Area is suitable for children aged 3 to 12. You are responsible for your child's supervision at all times.
- 18.63. Young children must not be allowed to wander unaccompanied in the grounds of the Property.
- 18.64. We reserve the right to use both the Play Area and the swimming pool.

19. Linen

- 19.65. 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)
- 19.66. Beach and pool towels are not provided and therefore you should take these towels with you.
- 19.67. We recommend that you bring your own cot linen for your baby's comfort. If you do not wish to bring your own, tell us at the time of booking so we can provide it.

20. Additional Services at the Property

- 20.68. Payment for additional services such as additional cleaning, any drinks and food from the bar, etc. is to be made on location.

21. Security and Valuables

- 21.69. No responsibility can be accepted for any loss or damage to clients' belongings, their motor vehicle(s) or its contents. Any valuables left at the Property are left at your own risk. We are not responsible for any loss.
- 21.70. Proper care must be taken against theft and burglary. It is essential, and also your responsibility, to ensure that 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.

22. Pets

- 22.71. 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.

22.72. 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.

23. Smoking

23.73. For the comfort of all guests, smoking is strictly forbidden inside the gites.

24. Your Privacy

24.74. We agree that clients complying with these terms and conditions may quietly enjoy the Property during the rental period without undue interference from us. However:

- i) We also live within the grounds of La Touche and reserve the right to be about the grounds on a daily basis to attend to the gardens, pool and vegetable garden, and do any necessary maintenance, including pool cleaning and grass cutting.
- ii) You shall permit us and anyone authorised by us to enter the Property for the purposes of repair to the Property and/or its contents.
- iii) You shall permit us and anyone authorised by us to enter the Property in the event of us suspecting the Property being abused by you.
- iv) We reserve the right to enter the Property without prior authorisation by you in the event of an emergency likely to cause damage to person(s) or Property.
- v) We shall be allowed access to inspect the Property and check the inventory prior to your departure.

25. Our Liability

25.75. 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.

25.76. 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.

25.77. We shall not be liable for any loss, breach or delay beyond our reasonable control including, although not limited to, Acts 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.

25.78. We cannot accept responsibility for other events outside our control e.g. bad weather, delay caused by carrier company, breakdown of domestic equipment.

25.79. 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.

25.80. 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.

25.81. We shall not be liable to you either jointly or severally for:

- i) 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 or garden.
- ii) Any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond our control.
- iii) Any loss, damage or inconvenience caused to or suffered by you if the Property shall be destroyed or substantially damaged before the start of the rental period, and in such event, we shall within seven days of the notification to you, refund to you all sums previously paid in respect of the rental period.

25.82. We cannot be held responsible during the holiday rental period for:

- i) Loss or theft of Property belonging to the tenants.
- ii) Death or injury to the tenants. Please note that the gites (particularly bedrooms) contain some low beams, low doors and changes in floor level.
- iii) Any impediment caused to full enjoyment of the Property and facilities resulting from force majeure, storms, fire, accident, warfare, strikes, governmental or administrative decisions etc.

25.83. Neither us nor our agent shall in any way be liable for the occasional appearance in the Property of insects, vermin or other rodents or animals which generally frequent the French countryside but every reasonable endeavour shall be made to limit or eradicate the same when notified of their presence.

26. Complaints

26.84. Whilst we make every effort to ensure that the particulars of each Property fairly represents and describe the particular Property, its surroundings and amenities as being an accurate and fair description, we shall not be liable for any errors in the description.

26.85. In the event of any dissatisfaction or complaint concerning the letting, you shall notify us or our agent thereof, and confirm the same in writing in any event within 7 days of the date of the termination of the letting. No liability whatsoever shall attach to us in the absence of such written notification.

27. Law

27.86. This contract and all matters arising out of it are governed by French law and shall be deemed to have been made in France. 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 France.

28. Data Protection

28.87. We will ensure that:

- i) The collation of personal information is fair and lawful.
- ii) We take responsibility for all personal information held and used and that appropriate security measures are in place to protect this information.
- iii) We request full details of all party members on our Booking Form as a safety measure whilst you are on vacation.
- iv) Personal information provided by you will not be passed on to any other party and will be used strictly for the purposes of this agreement and to contact you.

28.88. 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 Touche.

29. Breach of these Terms and Conditions

29.89. In the event of any breach of the above terms and conditions we may in our absolute discretion terminate the agreement forthwith, and you shall be liable to compensate us for any loss or damage whatsoever or howsoever thereby incurred.