

# Terms & Conditions

## 1. Introduction

Thank you for your booking. My wish is to make your stay at Le Moulin de Ladouch as pleasant and stress-free as possible. This list of Terms and Conditions details the main points relating to your stay at my home in France. I am happy to answer any additional questions you may have so please contact me by either

telephone 0033 7 77 75 16 42

or

email – [kate@moulindehadouch.fr](mailto:kate@moulindehadouch.fr)

2. The person making the booking and paying the charges is hereafter deemed the Guest and he/she is deemed to be responsible for his/her party.

3. I am the Owner of the property known as Le Moulin de Ladouch, Le Bugue, 24260, France.

## 4. Confirmation

This is the time at which the booking is agreed, whether by email, telephone or post. From this time the accommodation shall be held for 7 days pending the receipt of a Deposit. The Owner shall send an email of confirmation.

## 5. Deposit

The booking shall be held (for 7 days) until the deposit has been received as cleared funds in the Owners' account. All transactions are in Euros unless previously agreed.

The Owner shall then send a receipt for the deposit by email along with details of when the final payment is due.

The Deposit is 20% of the full Payment. I can accept payment by cheque (in euros, to Katherine Williams), BACS or PayPal (3.4% surcharge). The deposit is non refundable.

Bank details will be emailed on request.

Receipt of Deposit is deemed to signify that the Guest has read and agrees to comply with the Terms and Conditions.

## 6. Full payment

The balance (full payment less deposit) becomes payable 8 weeks prior to the date of arrival.

Guests may pay for rental in Euros and may pay by cheque, BACS or Paypal (3.4% credit charge).

If full payment is not received (as cleared funds) within two weeks of due date of payment (i.e. 6 weeks prior to the date of arrival), the Guest shall be deemed to have cancelled by default. All monies paid and due shall be forfeit and the Owner, from the 6th week prior to the Arrival Date, shall be entitled to re-let the accommodation.

Please see our Cancellation details below.

The purpose of this clause is to prevent the Owner being left in the position of potentially losing considerable sums with no possibility of re-letting. It also prevents double-booking.

If for any reason, including late booking or when the Owner agrees to varying terms, the Balance becomes payable less than 8 weeks before arrival date then payment must be received on the Agreed Date or earlier, or the Guest shall be deemed to have cancelled by default. The two-week allowance afforded to those paying at 8 weeks shall not apply.

## 7. Security bond

A bond of €150 will be requested at the discretion of the Owner at the same time as Full Payment. This bond is fully refundable and is paid only as security for damage or misuse that may be caused by the Guest or a member of the Guest's party. NB The Guest must leave properties in the same condition that they are let. If the property is left in an unacceptable state then a suitable % of the deposit will be forfeit. The bond is refundable within 10 days after departure by the method in which it was originally paid.

The Guest shall not be responsible for 'wear and tear'.

I do not make charges for small breakages such as wine glasses, plates etc. provided these are few and accidental and that these breakages are reported. I do request that replacements are purchased where possible.

Guests are not generally responsible for the actions of third parties unless they could reasonably have foreseen and prevented the action. (An example being if the Guest leaves the property unlocked and a thief enters through the unlocked door or window to remove items.)

The Guest's liability for damage is not limited to the amount of the bond.

The Guest is deemed to be responsible for the actions of ALL in their party.

## 8. Cancellation

If the Guest cancels after paying the deposit and more than 8 eight weeks before the arrival date, the deposit shall be forfeit. The Guest shall bear no further liability even if the Owner fails to re-let the property for the period in question.

If the Guest cancels within 8 weeks of the arrival date, the Owner will endeavour to secure another let for the period confirmed. In the event that the Owner is unsuccessful then full payment (paid or owed) shall be forfeit. In the event that the Owner is successful, they shall return the full payment less the deposit to the Guest. If, in order to let the property the Owner must reduce the rates then the amount of reduction shall be recovered from the Guest's refund.

If the Guest cancels within 4 weeks of the arrival date he/she shall forfeit all monies paid or owed for the booking regardless of whether or not the owner manages to re-let the property.

Guests are reminded that most holiday insurance companies will cover the FULL COST of a holiday in the event of unavoidable cancellation. We strongly recommend Guests take out such a policy.

The Owner shall in no circumstances be liable for consequential loss due to Cancellation.

Cancellation is deemed to have occurred on receipt of communication to the Owner from the Guest (or his or her representative) by telephone, email or post. It may also be deemed to have occurred by default as described in the Terms above.

A Guest may retract a cancellation (but not a cancellation by default as described in section 6 'Full Payment' above) provided the Owner has not already let or agreed to let the property for the time in question. If a Guest cancels a second time for the same booking, the full payment shall be forfeit.

If the Owner wishes to cancel, they shall notify the Guests in writing and return to the Guests all monies paid by the Guests.

These clauses are unfortunately necessary in the running of a business. I feel they are clear and fair. However, if you need to cancel, please do contact me immediately so we might work towards a more satisfactory solution such as rescheduling your planned stay etc. I am in the business of providing relaxing and enjoyable holidays, not profiting from my Guests' misfortune and I will do my very best to help.

## 9. Health and safety

The swimming pool is enclosed and alarmed. Further details regarding the swimming pool are given below. However, there are open and unfenced streams and pools in the garden and an unfenced chemin rural in front of the property. The Guest acknowledges by accepting these Terms that the Owner is not liable for any events which may occur due to the nature of the property.

Under no circumstances may Guests bring to the property their own electrical appliances other than low-load hand-held equipment such as shavers, etc. Hairdryers are provided. An iron is available in the laundry room. Specifically Electric Space Heaters are not allowed for safety and cost reasons. Use of same by Guests will render them in breach of the letting contract and liable to additional costs and immediate eviction from the property.

Telephone numbers of the nearest doctor, pharmacy and hospital are clearly displayed in the property within the guest information file.

## 10. Swimming pool

The pool is fenced and alarmed. The following rules apply to the pool. These rules are only common sense and I list them here for clarity. Ultimately, however, it is only you who can ensure your own safety and the safety of your party.

- No children under the age of 14 to be unaccompanied at the pool or in the gardens.
- No diving – the pool is not deep enough.
- No glass (plastic drinking vessels are available free of charge).
- The gate to the top garden with the pool must be kept latched closed at all times (this is a legal requirement).
- The pool will be open from May to the end of September. This may be extended at the Owner's discretion.
- The Owner reserves the right to close the pool at my discretion at any time in the interests of safety or hygiene.

## 11. Smoking

No smoking in any of the apartments. Guests may smoke in the garden only. Please dispose of cigarette butts responsibly. Do not leave any litter anywhere.

## 12. Recycling.

Please try to recycle paper, card, metal and plastic and glass bottles whenever possible. Large bins are available in the laundry room, along with instructions as to what goes where. Guests are not required to empty bins other than those in their apartments when necessary.

## 13. Pets

My dog, Finlay, lives here. He is very friendly and energetic. I do try to scoop all poops but, inevitably, some get missed. Please inform me of any you see and I will deal with them immediately.

I do allow pets by prior arrangement – guests are responsible for control of their pets, and pets must be kept on a lead at all times in the grounds of the property. Please ensure you clean up after your dog. Any damage to property or grounds will be charged.

## 14. Care of the rental property

The Guest shall ensure that the property is not mistreated and that it is left in the same state of cleanliness as it was found. Beds may be left unmade and used towels left in the bath. Guests are also expected to show respect to other guests and neighbours with regard to noise and activity.

#### 15. Loss of valuables

The Owners accept no liability for Guests' loss of valuables.

#### 16. Parking

The Owner offers free on-site parking for guests but accepts no liability for vehicles parked on the premises. Under no circumstances may any Guest park a caravan, mobile home or other domicile on site, whether in use as a domicile or not.

#### 17. Temporary defects in service and amenity

The Owners shall not be responsible for any temporary defect or stoppage in public service. The Owners shall not be liable for any loss resulting from strike, civil commotion, extreme weather or other event outside of the Owners' control. The Owners shall not be liable for the temporary loss of amenity of the property, provided the loss is not consequent to the Owners' negligence.

#### 18. Heating and hot water supply

Electric heating is available, if required. I ask that guests are considerate in their use and ensure all heaters are switched off when they leave the apartment.

Under no circumstances may Guests bring to the property their own Electric Space Heaters. These are not allowed for safety and cost reasons. Use of these by Guests will render them in breach of the letting contract and liable to additional costs and immediate eviction from the property.

There will be a constant supply of hot water for showers etc.

#### 19. Consumables

Reasonable power and water consumption are included in the cost of rental. Careless and excessive use of either shall incur additional costs (each apartment has its own electricity meter). The use of the washing machine (in the laundry room), dishwasher etc. is included in the rental. Some basics such as washing up liquid, toilet cleaner and toilet rolls are supplied on arrival at the apartment. This seems sensible as it helps Guests on arrival and it helps me because I have a fosse septique and therefore only certain products can be used. It is important not to use products such as bleach or products labelled 'pas pour septique' as they can destroy the natural biological balance of the septic tank. However, we ask that if a commodity runs out, you replace it with the same safe product.

#### 20. Bathroom and pool towels

Bathroom towels are supplied free of charge. One set of towels per person per week is provided. A set consists of one hand and one bath towel. Please do not use these towels by the pool or streams. Pool towels are not provided.

#### 21. Bed linen

Bed linen is supplied free of charge and changed weekly.

#### 22. Barbeque

A BBQ area is provided for Guests' use together with various utensils, please ask for them to be provided. Please use cutlery and crockery from your apartment. Under no circumstances may BBQ food be taken to the pool area. The BBQ should be left in a clean condition and cutlery and crockery returned to your apartment for cleaning.

### 23. Maintenance of pool and grounds

In order to keep the grounds and pool facilities at the high standards my guests require, it is necessary to carry out various works most days. These works include pool cleaning and general maintenance, mowing of the lawns, care of flower beds.

### 24. Arrival.

Arrival is from 4pm onwards

On final payment, directions and arrival details will be sent to you. The apartment will be open for your arrival. I will ask for an approximate time of arrival and will be there to meet you and show you round. If this is not possible I will see you within 24 hours of your arrival and can be contacted by telephone if there are any problems.

### 25. Welcome basket

A welcome basket containing basics such as milk, bread, butter, wine, tea and coffee are supplied as well. All these are supplied free of charge. If you are arriving late, I can leave an evening meal for you. Please ask for details.

### 26. Departure.

Departure is before 10.00am. This is to allow time for cleaning prior to the new guests arriving.

Guests are expected to leave the property in the same condition in which it was let. The exceptions to this being that used towels may be left in the bath and beds may be left unmade.

The Owner's experience has shown that some guests are in a great hurry to leave in order to catch planes or ferries. Consequently, the Guests do not have time to clean the property properly, or at all. This leaves the Owner in the position of having to hire paid help to meet the 'turnaround' deadlines.

So as to give guests the best rates only basic cleaning have been included in the price of the let. However, if more in depth cleaning is necessary, a charge of £50.00 shall be payable which shall be deducted from the security bond.

### 27. General

I understand that Guests are on holiday but ask that they also respect the other guests and neighbours. I do not encourage loud late-night drinking in the garden or down by the pool, or raucous behaviour of any kind.

Children are very welcome and I don't expect them to be saints but I do ask that parents control them. For me, Le Moulin de Ladouch is not just a business – it is my home and very dear to me. The good thing about that for guests is that you will find it feels like a home – full of great character but with all the mod cons.

Please sign a copy of these Terms and return to me.

Thank you.

Kate.