

Gîte Accommodation

Booking Terms and Conditions

Your contract is with Sarah and David ASPLIN (also referred to as “we”, “us” and “our” in these Booking Terms and Conditions) for the Property known as Gîte La Fleurette at Chez Sarrazin, 16480 Brossac, France (“the Property”). References to “you” or “your” relate to the person making the booking and all members of their holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

When you book the Property you must return the completed Booking Form to us together with your payment for the Deposit. Please note that the Deposit is not refundable.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the completed Booking Form and the Deposit have been received and accepted by us, we will issue you with our written confirmation, normally by email. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You must carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

The maximum number to reside in the Property must not exceed that stated on the booking form unless we have given written permission.

2. What is included in the Rental

Gas, electricity and water.

Electric heating (individual radiators).

Bed linen, bath towels, kitchen towels and dish cloths. For those staying for 2 weeks or more, a new set of linen will be provided weekly if requested.

A starter pack of ‘essentials’ such as bin liners, toilet rolls, sanitary bags, dish-washer tablets, washing-up liquid, cleaning products, tissues, tea, oil, vinegar, sugar, coffee and condiments.

Local Taxe de Sejour (tourism tax) of €0.70 per person over 18 per night.

3. What is not included in the Rental

Pool/Garden Towels. We ask that the supplied towels are not used outside the Gîte. Towels may be hired from us for use by the pool and in the garden and paid for locally.

Firewood. If required, this can be purchased from us and paid for locally.

BBQ charcoal, firelighters etc. If required, these can be purchased from us and paid for locally.

4. Damage and Cleaning Deposit

We will levy a Damage and Cleaning Deposit of €200 or £150 in case, for example, you cause wilful damage to the swimming pool, the outside furniture and games, the Gîte and its contents and damage to or blockage of the drainage system and septic tanks. However, the sum reserved shall

not limit your liability to us in the event that the cost of replacement, repair or rectification in respect of damage occasioned or loss incurred exceeds €200 or £150.

You further agree 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, we reserve the right to make a retention from the Damage and Cleaning Deposit to cover additional cleaning costs if you leave the Property in an unacceptable condition.

We will account to you for the Damage and Cleaning Deposit and refund the balance due within one week of the end of the rental period.

5. Paying for your booking

You are required to send to us your payment for the balance of the Rental plus the Damage and Cleaning Deposit at least eight weeks prior to the Arrival Date as set out in our written confirmation. If you fail to make a payment due to us in full and on time we will treat your booking as cancelled by you.

6. If you cancel or amend your booking

If you need to cancel or amend your booking you must telephone us as soon as possible to advise. You will also be required to confirm your cancellation or amendment in writing or by email to the address shown on our written confirmation. A cancellation or amendment will not take effect until we receive written confirmation from you.

If you cancel your booking more than eight weeks prior to the Arrival Date, we will retain the Deposit and refund the balance of any additional money you have paid to us.

If you cancel your booking less than eight weeks prior to the Arrival Date, we will retain the Deposit and the Rental.

7. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we may have to make alterations or, very occasionally, cancellations.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us. No further liability will fall upon us.

8. Arrival and departure

You can arrive at your accommodation between 4pm and 8pm on the Arrival Date of your holiday and you must leave before 10am on the Departure Date.

If you are unavoidably delayed, you must contact us by telephone or email as soon as possible to allow us to make alternate arrangements to meet you. If you fail to do so you may not be able to gain access to the Property on the Arrival Date. If you fail to arrive by midnight on the Arrival Date and you do not advise us of your anticipated late arrival we will treat the booking as having been cancelled by you and you will not be able to gain access to the Property.

Car parking is available adjacent to your gite and at owner's risk.

9. Safety

The use of the accommodation and amenities such as the swimming pool, barbecues or grounds is entirely at your risk and no responsibility can be accepted by us for any injury or loss or damage to you or other members of your Party or your/their belongings.

No glasses are permitted by the poolside. Please use the plastic ones provided in the Gîte for this purpose.

The swimming pool, although fenced and alarmed in accordance with French legal requirements, is unsupervised. Children under 12 years of age **MUST** be supervised when using the swimming pool at all times. We reserve the right to instruct unsupervised children to leave the pool area at any time.

The pool is open, as a minimum, from 1 May to the end of September.

10. Dogs

Dogs are not permitted in the Gîte.

11. Your further obligations

You agree to be a considerate tenant and not to act in any way which would cause a disturbance to anyone else residing at Chez Sarrazin or our neighbours.

Because the Property has septic tanks, you agree not to use of any products such as bleach, anti-bacterial soaps and cleaners as they destroy the organisms in the septic tanks. You also agree not to flush items such as nappies, sanitary products, paper towels and condoms down the w.c. as they block the septic system which is very costly to repair.

You agree to report to us without delay any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property, grounds or swimming pool. We will make arrangements for repair and/or replacement as soon as possible.

You agree to leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels in good condition.

You are responsible for the security of your Gîte during your rental. All doors and windows must be locked and secured when leaving the Property during the holiday.

You agree to take all reasonable steps to safeguard your personal Property. No liability to you is accepted in respect of damage to or loss of such Property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight/ferry delays, loss and damage to baggage and other Property) and health insurance (including evacuation and repatriation coverage).

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

You agree not to smoke inside in the Gîte. The cost of any necessary fumigation will be taken from the Damage and Cleaning Deposit.

12. Complaints

Every effort has been and will be made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint we will take reasonable remedial action as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are

promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

13. Data Protection

We comply with the EU's General Data Protection Regulation in that all guest data is kept in safe, confidential locations. Guest data is always kept confidential and is never shared with any third parties.

14. Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total cost of your holiday and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We shall not be liable to you 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 or swimming pool.

Loss, damage or injury, which is the result of adverse weather conditions, riot, war, strikes or other matters beyond our control.

Loss, damage or inconvenience caused to or suffered by you if the Property becomes uninhabitable before the start of the rental period and in any such event we shall, within seven days of notification to you, refund to you all sums previously paid in respect of the rental period.

Nuisance to you caused by the presence of indigenous animals, insects etc in or around the Gîte.

15. Description of the Property

All the information concerning the Gîte(s) and the Chez Sarrazin Property whether given orally or in writing by us has been given in good faith, but any such representations written or oral do not form part of this contract and do not create any liability on our part as you hereby agree and acknowledge.

16. Law

The contract between you and us is governed by the law of France and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of France.