



Rental Agreement

Terms and Conditions

1. General

- 1.1 The contract is made between the persons named on the Rental agreement (“**Hirers**”) and Mr and Mrs Jonathan Doust (“**Owners**”).
- 1.2 The contract allows for the use of the property known as “Les Alouettes” (“**The Property**”) and associated facilities located at 4 Rue de la Rheé, Le Langon, 85370, France by the Hirers.
- 1.3 The **Hirers** have the right to occupy **The Property** solely for the purpose of use as holiday accommodation and only for the period noted on the Rental agreement.
- 1.4 The **Hirers** will have exclusive use of the property for their party for the duration of the period noted on the Rental agreement. The **Hirers** will have shared use of the associated facilities, including swimming pool, garden and play equipment, save for the owners house and areas marked private.

2. Formation of Contract

- 2.1 Provisional reservation of **The Property** may be made by telephone or e-mail and is subject to confirmation by the **Owners**. The **Owners** may refuse a provisional reservation without giving a reason.
- 2.2 Binding contract is deemed to exist upon receipt by the **Owners** of a properly completed and signed Rental agreement and banking of the required deposit..
- 2.3 Except for late bookings the amount of deposit required to secure the booking is 25% of the total price. The completed Rental agreement and deposit must be received not later than 14 days after the date of provisional reservation. The **Owners** have the right to cancel the provisional reservation after this time with no further liability attaching to either party.
- 2.4 Upon receipt of the properly completed and signed Rental agreement and deposit the **Owners** will confirm the booking by e-mail to the main contact.
- 2.5 In the case of late bookings, that is those provisionally made less than eight weeks prior to the date of commencing the **Hirers** stay, full payment will be required at the time of returning the Rental agreement.

3. Authority to Sign

- 3.1 The person who signs the Rental agreement certifies that he or she is authorised to agree the terms and conditions on behalf of all members of the party due to occupy the property.
- 3.2 The signatory must be a member of the party occupying the property and must be 18 years or over.
- 3.3 Booking cannot be accepted from parties of young people under 18 years of age.

4. Payment

- 4.1 The Balance payment must be made in full no later than eight weeks prior to the commencement of the **Hirers** stay.
- 4.2 Failure to pay the balance on time will constitute a cancellation by the **Hirers**

5. The Price

- 5.1 The prices and currency are fixed at the time of booking.
- 5.2 **The Property** is let fully furnished and equipped. The price includes provision of linen and towels and of a cleaning service at the end of the **Hirers** stay.

6. Damage & Breakages

- 6.1 The **Hirers** undertake to inform the Owners of any damage to the property or associated facilities or of any breakages of equipment as soon as possible after the damage or breakage occurs.
- 6.2 The **Hirers** further undertake to either replace broken items or to reimburse the owners for their replacement or for the repair of damage caused against presentation of proof of purchase by the **Owners**.

- 6.3 Some damages may not be immediately obvious to the **Owners** upon the departure of the **Hirers**. The **Owners** reserve the right to calculate damage noted in **The Property** after the **Hirers** departure.
7. Cancellation by **Owners**
- 7.1 In the unlikely event that the **Owners** need to cancel your holiday due to circumstances beyond their control, the owners will refund promptly to the **Hirers** all monies paid for the rental.
- 7.2 Under no circumstances shall the **Owners** liability to the **Hirers** exceed the amount paid by the **Hirers** to the **Owners** for the rental period.
8. Cancellation by **Hirers**
- 8.1 Except where cancellation arises through failure to pay monies due, any cancellation by the **Hirers** must be made in writing. The effective date of cancellation will be the date on which the **Owners** receive such notification.
- 8.2 If cancellation is made before balance payment is due (that is, eight weeks prior to commencement of the **Hirers** stay) then the **Hirers** will forfeit their deposit.
- 8.3 If cancellation arises as the result of non payment by the **Hirers** of the balance payment then the **Hirers** will forfeit their deposit.
- 8.4 If cancellation is made after the balance payment is made then the **Hirers** will forfeit the whole payment.
- 8.5 In the event that the **Owners** are able to re-let the **Property** following cancellation by the **Hirers** then the **Owners** will refund the monies paid by the **Hirers**, excluding the deposit, less any sum required to cover losses due to the **Owners** needing to re-let at a reduced rate.
9. Responsibilities of **Hirers**
- 9.1 The **Hirers** will keep **The Property** and all furniture, fixtures, fittings, effects, facilities, equipment and grounds in the same state of repair and condition as at the commencement of their holiday.
- 9.2 The **Hirers** will maintain **The Property** and all furniture, fixtures, fittings, effects, facilities, equipment and grounds in a state of reasonable cleanliness and order for the duration of their stay.
- 9.3 The **Hirers** will be responsible for the cost of making good any damage, breakages or losses.
- 9.4 The **Hirers** will promptly notify the **Owners** of any damage, breakages or losses.
- 9.5 The **Owners** reserve the right to present invoices to cover the cost of damage, missing items, breakages, excessive or specialist cleaning requirements, or similar eventuality and to seek compensation from the **Hirers** for any costs incurred
- 9.6 The parking of caravans or the pitching of tents is expressly forbidden.
10. Persons using the Property
- 10.1 The number of persons staying at **The Property**, including infants, must not exceed the advertised capacity.
- 10.2 Additional visitors may be permitted for day time visits at owners discretion.
11. Access
- 11.1 The **Owners** or their agent shall be allowed reasonable access to **The Property** by the **Hirers** to carry out necessary maintenance or inspection.
12. Behaviour
- 12.1 The person signing this contract is responsible for the reasonable and decent behaviour of the **Hirers**.
- 12.2 In the event that any of the party does not behave in a reasonable and decent manner then the **Owners** at their sole discretion may require some or all of the party to vacate the property immediately. In this event no refund will be made for the unused portion of the holiday.
13. Use of the Swimming Pool
- 13.1 The pool is normally available for use for rentals that fall between 1st May and 30th September.
- 13.2 The Owners cannot be held liable for the unavailability of the pool due to circumstances beyond their reasonable control, including but not limited to inclement weather, breakdown of equipment, restrictions on water use, damage caused by other guests. .
- 13.2 All persons using the pool do so at their own risk.
- 13.3 All persons using the pool are required to comply with the directions for use of the pool which are displayed at the property.

14. Security and Valuables
 - 14.1 The **Hirers** leave valuables and other items at **The Property** solely at their own risk.
 - 14.2 The **Hirers** are required to take reasonable care in securing **The Property** with the locks keys and other equipment provided by the **Owners** for this purpose.
15. Arrival and Departure
 - 15.1 Except by prior agreement with the Owners, the **Hirers** should aim to arrive at the **Property** not earlier than 16:00 hours local time on the first day of the rental period. Earlier arrivals cannot be guaranteed access to the Property until this time. This is to allow for cleaning and preparation of the **Property**. **Hirers** should arrive no later than 22:00 hours local time except by prior arrangement with the **Owners**. Later arrivals cannot be guaranteed access to **The Property** until the following morning.
 - 15.2 The **Hirers** will be required to vacate **The Property** no later than 10:00 local time on the last day of the rental period.
16. Travel
 - 16.1 The **Hirers** are responsible for arranging travel to and from **The Property**.
 - 16.2 The **Hirers** are responsible for ensuring that all members of the party have the required documentation for a visit to France, including, but not limited to passports, visas, motor and other insurance, driving and other licences.
17. Pets
 - 17.1 Pets are only permitted at the property by prior arrangement.
 - 17.2 Pets must have up-to-date vaccinations and must be either chipped or tattooed with an identifier.
 - 17.3 Pets should be excluded from bedrooms and should not be left alone at the property.
 - 17.4 **Hirers** bear all liability for damage caused by their pets.
18. **Owners** Liabilities
 - 18.1 The **Owners** shall not be responsible for the death of or injury to any member of the **Hirers** party or other persons at **The Property** unless this results from the proven negligence of the **Owners**.
 - 18.2 The **Owners** shall not be liable for any loss, breach or delay arising from any cause beyond their reasonable control, including but not limited to, acts of God, fire, explosion, accident, storm, floods, perils of the sea, breakdown or mechanical failure, war or the threat of war (whether declared or not) acts of terrorism, riot or civil disturbance, acts, restrictions, regulations, confiscation or other measures by central government or local authority or those purporting to act on their behalf, strikes, lockouts, industrial action or disputes.
 - 18.3 In the event of it being necessary for the **Owners** to require **Hirers** to quit **The Property** as a result of circumstances beyond the reasonable control of the **Owners** (excepting the cases as in clause 12 above), then the **Owners** shall refund to the **Hirers** the unused portion of their rental calculated on a pro rata basis.
 - 18.4 The **Owners** cannot be held responsible for the breakdown of mechanical or other equipment at **The Property**, and the circumstance ensuing including but not limited to, swimming pool pumps or filtration systems, kitchen or other domestic equipment, or for the interruption in supply of utilities such as electricity, water or gas to **The Property**.
 - 18.5 The **Owners** cannot be held responsible for noise or disturbance arising outside the boundaries of the grounds of **The Property** or from sources beyond their reasonable control, including but not limited to, noise from agricultural equipment or activity, road, rail or air traffic, noise or nuisance from domesticated or wild animals or birds.
 - 18.5 The **Owners** reserve the right to make modifications to the specification of **The Property** and associated facilities that are considered necessary by them in the light of operating requirements without prior notice.
19. Insurance
 - 19.1 The **Owners** strongly recommend that all members of the **Hirers** party ensure that they are comprehensively insured for the period of their holiday.
20. Law and Jurisdiction
 - 20.1 This contract is deemed to be made in France and shall be governed by the Code Civil of France. .