



## **Booking Terms & Conditions**

The property known as , at Le Tilleul, 16310 Le Lindois is offered for holiday rental by Allan Smith ('the owner') to AN Other (the Client') under the following conditions.

### **1. Reservation and Deposit.**

The Client should complete the Booking Form, return it and make the payment in respect of the initial deposit, either by cheque or by bank transfer. By paying this deposit, the Client will have been deemed to have read and accepted the Terms and Conditions. Following receipt of the deposit of 25% of the total accommodation price and the completed booking form, the owner will send confirmation of the booking and a statement of account. This represents the formal acceptance of the booking.

The deposit is not normally refundable in the event of cancellation by the Client. However, if notice of cancellation is received sufficiently early for the owner to be able to re-let the accommodation at full price, then the deposit will be refunded. The booking may not be transferred to a third party without the express written permission of the owner and the written acceptance of the new client of the terms and conditions of booking.

Clients are recommended to take out holiday insurance cover to provide for full reimbursement in the event of cancellation and also to provide full cover for the party's personal belongings, public liability, etc, which are not covered by the owner's insurance. The address for notification of cancellation is Le Tilleul, 16310 Le Lindois, Charente, France, or by email to [info.le.tilleul@gmail.com](mailto:info.le.tilleul@gmail.com)

### **2. Payment of the Balance.**

The balance of the rent together with the security deposit (see clause 3) is payable not less than six weeks before the start of the letting period. If payment is not received by the due date the owners reserve the right to give notice in writing that the reservation is cancelled and the initial deposit forfeited. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking. Once full payment has been received no refunds will be allowed under any circumstances.

### **3. Security Deposit.**

A security deposit of £200 is required to cover any damage to the property or its contents, or any additional cleaning deemed necessary at the end of the letting period. The level of the deposit does not limit the client's liability to the owner in the event of serious damage or loss. The balance due will normally be refunded within one week of the end of the letting period.

#### **4. Cancellation by the owner.**

In the unlikely event of a cancellation of your booking by me, I will inform you as soon as possible. A refund will be given within 7 days of all monies paid by you.

#### **5. Commencement of the Holiday.**

The rental period will commence at 4pm on the first day and finish at 10am on the last day. The owners shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated unless otherwise agreed with the Owner by way of written confirmation.

#### **6. Baby Equipment.**

A cot with all linen, high chair, stair gates, playpen/travel cot, baby bath and baby towel can be provided at no additional cost provided requests are made at the time of booking.

#### **7. Persons occupying the Property**

The number of people occupying the property must not exceed that stated on the booking form unless the owners have given specific prior permission.

#### **8. Client's Responsibilities**

The Client agrees to take good care of the property and not to act in any way which is likely to cause disturbance to residents in neighbouring properties. THE CLIENT MUST LEAVE THE PROPERTY IN A CLEAN AND TIDY CONDITION paying particular attention to the kitchen and bathroom areas (i.e. leave it as you would like to find it) ready for the next occupants. The Owner reserves the right to make a deduction from the security deposit to cover additional cleaning costs if the Property is not left in a suitably clean condition.

Notice of any damage and breakages to the property or its contents must be notified to the Owner immediately and, unless repaired or replaced by the Client by arrangement with the Owner, the cost will be deducted from the security deposit and the Client will remain liable to pay any balance.

The Client and party acquire no rights whatsoever over the property accepting occupation only as a holiday let for the rental period booked. The Client shall not under any circumstances sub-let the property.

Under No circumstances shall the Client and party use any sharp objects or glass within the pool area, (plastic tableware can be found in the Summer Terrace cupboards for use by the pool). In the event of any damage to the pool or pool liner, the Client will be liable for the full amount of any repairs.

## **9. Amenities.**

The owners will not be liable to the Client :-

9.1 -For noise or disturbance originating beyond the boundaries of the property or which is beyond the owner's control.

9.2 -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

9.3 -For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the owner.

9.4 - For any loss, damage or inconvenience caused to or suffered by the Client if the property shall be destroyed or substantially damaged before the start of the rental period and in such event the owner shall, within seven days of notification to the Client, return to the client all sums previously paid in respect of the rental period.

9.5 -For any loss or inconvenience arising from the closure of the swimming pool due to poor water quality caused by adverse weather conditions or breakdown of the pool filtration or pumping equipment. Notwithstanding, every effort will be made by the owners to ensure that the swimming pool remains in use for the maximum possible period each year.

9.6 -For any loss or inconvenience arising from the closure of the swimming pool due to low water level and the Owner's inability to refill the pool because of restrictions on the use of water by the local water authorities or Mairie.

9.7 -The use of the Gite and its contents and any other amenities or equipment provided on the site, including the swimming pool, gym and sauna is entirely at the Client's risk. NO child under the age of 12, or any non-swimmer is permitted in the pool area unless accompanied by an adult.

9.8 - Under no circumstances shall the Owner's liability to the Client exceed the amount paid for the rental period.

9.9 -The use of accommodation and amenities such as swimming pool, children's play area, trampoline etc, is entirely at the user's risk and no responsibility can be accepted for injury to any member of the Client's party or loss or damage to a Client's motor vehicle or belongings.

9.10 – Unavailability of gym equipment. Whilst the Owner will make every effort to provide all items of gym equipment in a serviceable condition for the use of the Client, there may be occasions where it is not possible to do so (e.g. equipment having been broken by previous guests) and no liability will extend to the owner under such circumstances.

9.11 -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.

## **10. Routine Maintenance.**

From time to time routine maintenance of the buildings and grounds (e.g. grass cutting and pool maintenance) may be necessary and noise may result.

This may occur without warning but the Owner will endeavour to give adequate prior notice and keep any disturbance to a minimum.

### **11. Taxe de Séjour (Tourist Tax).**

This is a holiday tax levied solely at the discretion of the local Commune (Local Authority) and will cost 0.20€ per person per night, 1.40€ per person per week. Children under 16 are exempt.

The Client will be required to pay this in Euros upon arrival. This will then be paid directly to the Commuaute de Communes, Haute Charente.

### **12. Brochure and Website details.**

Whilst every effort has been made to ensure that the details provided are accurate, the representations and descriptions in it will not give rise to any liability on the part of the Owner. Every effort will be made to notify any changes in the details prior to the commencement of the holiday.

### **13. Pets**

The bringing of pets to the property is forbidden.

### **14. Smoking Policy**

For the comfort of other guests smoking is **strictly prohibited** in the Gite and in the pool area. Smoking is allowed on the balcony, verandas and in the garden. As every effort is made to provide a clean and well maintained garden for our guests cigarettes/cigars must be disposed of in a suitable receptacle.

This contract is governed by French Law in every particular, including information and interpretation and shall be deemed to have been made in France. Any proceedings arising out of, or in conjunction with this contract may be brought in any court of competent jurisdiction in France.



## **Booking Form**

**Full Name: AN Other**

**Address:**

**Home Tel:**

**Mobile:**

**Email:**

**No. of days required :-**

**Arrival Date:**

**Departure Date:**

**No. of Adults:**

**No. of Children:**

**Names of other party members - please give ages of children :-**

I am authorised to make this booking on behalf of my party. I am over 18 years of age.

The total cost of the booking is £. I have paid a non-refundable deposit of £ representing 25% of the total holiday cost. I agree to pay the balance of £, plus a refundable damage deposit of £, six weeks before the start of the holiday. (If booking within 8 weeks of the holiday start date, the full amount should be paid at the time of booking).

I have read the booking Terms & Conditions and on behalf of my party agree to comply with them.

Please note the gîte will be available for occupation from 4pm on your day of arrival and must be vacated by 10am on your day of departure. (Unless alternative arrangements have been agreed in writing with the owner).

**Note: It is advisable to arrange insurance against cancellation of your holiday.**

**Signature:**

**Date:**

**Please return to: Allan Smith, Le Tilleul, 16310 Le Lindois,  
Charente, France**

**e-mail :- [info.le.tilleul@gmail.com](mailto:info.le.tilleul@gmail.com)**

Bank details (if paying by UK bank transfer) :-