

# **TERMS & CONDITIONS OF LOU MESSUGO VILLA**

## **1. THE PROPERTY**

*1.1 The property known as “Lou Messugo” includes a villa, independent apartment, garden and private pool. It is offered for holiday rental subject to confirmation by the owners.*

## **2. HOW TO BOOK**

*2.1 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. A non refundable deposit of 25% of the rent must then be paid within 7 days of making your provisional reservation (refer to clause 3.1 below). Failure to meet this requirement may result in a cancellation of the provisional booking.*

## **3. PAYMENT**

*3.1 All prices are net in Pounds Sterling. Bank charges for international transactions will be borne by you. Accepted payment methods: bank transfer or UK cheque drawn on a UK bank.*

*3.2 A non refundable deposit of 25% of the rent must be paid within 7 days of making your provisional reservation.*

*3.3 The balance of the rent and security deposit must be paid not less than 8 weeks (56 days) prior to your arrival at the property.*

*3.4 We are entitled to cancel the booking if the balance is not paid on time (refer to clause 8)*

*3.5 Bookings taken within 8 weeks of your arrival must be paid in full, including the security deposit (see clause 6)*

## **4. CONFIRMATION AND RENTAL CONTRACT**

*4.1 Once we have received your booking and all appropriate payments, we will confirm your booking in writing. Please check all details carefully as soon as you receive them. If any of the information appears to be incorrect, please contact us immediately, as it may not be possible to make changes at a later date.*

*4.2 A copy of this rental contract will then be sent to you, which should be signed and returned within 7 days.*

*4.3 We engage to send you a receipt for each payment.*

*4.4 Once we have full the balance of payment we will send detailed directions on how to find the property.*

## **5. RENT**

*5.1 The rental price is £2600 (GBP) for one week.*

*5.2 Lou Messugo is fully furnished and equipped. The rental price includes:*

- *electricity, heating and water costs*
- *bed linen, towels and pool towels (beds will be made up for your arrival)*
- *travel baby cot and high chair (please request when booking and state which room you would like the cot in)*
- *garden and pool maintenance*
- *Wireless Internet*

*5.3 Final Cleaning is included. Guests are expected to leave the villa in a clean and tidy state upon departure. If the property is not found to be in a reasonable state of cleanliness, we reserve the right to charge additional cleaning costs to a maximum of 200 € (Euros).*

## **6. SECURITY DEPOSIT**

*6.1 A security deposit of £1,000 (GBP) is payable in advance together with the final balance. This will be returned to you within 1 week of departure by bank transfer or cheque, unless replacements or repairs to the property and its contents are required. Bank charges for international transactions, incurred when refunding the security deposit, will be borne by you.*

## **7. CANCELLATION BY THE OWNERS**

*7.1 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 will be provided within 7 days. The tenant has no other right than the claim to the funds paid to us.*

## **8. CANCELLATION BY YOU**

*8.1 Any cancellation by you (for whatever reason) must be provided in writing. The effective date of cancellation is the date we receive written notification.*

*8.2 Cancellations less than two weeks prior to arrival will not be refunded. Cancellations received between 4 and 2 weeks prior to arrival will be refunded 25% of the full rate. Cancellations received between 8 and 4 weeks prior to arrival will be refunded 50% of the full rate. Cancellations received more than 8 weeks prior to arrival will be refunded 75% of the full rate (NB the 25% deposit is non-refundable, see clause 3.2)*

*8.3 No refunds will be made for non-arrivals or for guests that do not stay for the full duration of their stay.*

## **9. YOUR RESPONSIBILITIES**

*9.1 You must keep the property and all the furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment of any breakages, loss or damage to the property caused by you. The owner reserves the right to make deductions from the security deposit for any extra cleaning and to claim for any damage or loss, the cost of which exceeds the security deposit. On the day of your departure you will make sure that:*

- *The crockery, cutlery and kitchen utensils have been properly washed, dried and put away*
- *The dishwashers are empty*
- *The refrigerators and freezers are empty*
- *All rubbish has been cleared away and put in the appropriate container(s)*
- *The BBQs are cleared and cleaned*
- *The garden furniture is back in its place*
- *The terraces and the garden are free of rubbish*

*9.2 Any defects to the property or breakdown in the equipment or appliances should be immediately notified. Arrangements will be made for repair or replacement as soon as possible.*

*9.3 For the comfort of all guests, smoking (including e-cigarettes) is strictly forbidden inside the villa and apartment.*

## **10. NUMBER OF PEOPLE USING THE PROPERTY**

*10.1 Only the number of persons stated in the booking may use the property unless otherwise agreed with the owners. If you change the number of people in the booking, we must be notified in writing more than two weeks prior to your arrival. The maximum number of people permitted to stay at the property is 10. The owners have the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded.*

## **11. ACCESS**

*11.1 We shall be allowed access to inspect the property prior to your departure. We also have the right to access the property during your stay to carry out any maintenance. We will telephone to arrange a convenient time. Time of arrival and departure must be specified on the rental form. Any changes to these times must be submitted in writing to the owners prior to arrival.*

## **12. BEHAVIOUR**

*12.1 The person signing the contract is responsible for the correct and decent behaviour of the party. Should a member of your party not behave accordingly, we may use our absolute discretion to terminate the holiday 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.*

## **13. ADDITIONAL SERVICES AT THE PROPERTY**

*13.1 Payment for additional services such as babysitting is normally made on location.*

## **14. LINEN & TOWELS**

*14.1 Linen, towels and pool towels are included in the rental price and automatically changed once a week.*

*14.2 We recommend that you take your own cot linen for your baby's comfort. If you do not wish to take your own, please tell us at the time of booking so we can provide it at no extra charge.*

## **15. POOL & OTHER FACILITIES**

*15.1 The pool is provided for the pleasure of guests but it must be noted that it is used at their own risk, the owner accepts no responsibility. Young children must not be allowed unattended within the fenced area of the pool.*

*15.2 The pool will be cleaned once a week but in the interim time if leaves/pine needles/insects etc have fallen in there is a net provided to skim the surface. Please wear footwear to the pool area to avoid bringing in too much dirt.*

*15.3 The pool must be kept locked at all times when not in use.*

*15.4 Inflatables and sun loungers are provided for the use of all guests. Please use with care and report/replace all damages (see 7.2)*

*15.5 A trampoline is provided for the pleasure of all guests but it must be noted that it is used at their own risk. The owner accepts no responsibility. We suggest single usage at any one time.*

*15.6 There are 5 bikes (3 adult/teen, 2 child), 2 scooters and a go-kart available for guests' use without charge. We ask you to note, however, that the owners accept no liability for their use and guests use them at their own risk. Some helmets are supplied though guests planning on using bikes are strongly advised to bring their own helmets for safety and hygiene reasons. A pump is provided and we ask you to use the bikes considerately and leave them in the same condition that you found them. Please lock the bikes when out and about (locks provided). Any damage or theft must be accounted for. The guest is entirely liable.*

## **16. SECURITY AND VALUABLES**

*16.1 Valuables left at the property are left at your own risk. We are not responsible for any loss. Proper care must be taken against theft and burglary. It is essential, and also your responsibility, to ensure that all doors, windows and shutters are closed and locked when leaving the property. No refund can be given should you decide to vacate the property as a consequence of a burglary.*

## **17. ARRIVAL AND DEPARTURE**

*17.1 Arrival is after 16.00 hours local French time.*

*17.2 You must vacate the property by 10.00am local French time on the day of departure. If these times cause you difficulty, please advise us at the time of booking.*

## ***18. IMAGES AND REPRESENTATION OF THE PROPERTY***

*18.1 Every effort has been made by us to ensure that the information and images you may have seen on our website are accurate. However, information and images are subject to change without notice.*

*18.2 We reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. 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. (See also clause 7). We will inform you accordingly.*

*18.3 For the reasons set out above, and due to the limitations in the manner and style in which we can reproduce images of our property in publicity material or on the website, we do not warrant that any such images accurately or completely describe the property.*

*18.4 Please note that our website may link to other websites which may be accessed through our site. We are not responsible for the data policies, content or security of these linked websites.*

## ***19. DATA AND INTERNET***

*19.1 We do not assume any responsibility for any damage to your computer, the data contained on it, or the security of any data transmitted over the internet. It is the sole responsibility of the tenant to protect their computers from viruses, loss of data and/or unauthorised access.*

*19.2 The tenant agrees to abide by legal usage of the internet and will not view inappropriate websites or engage in questionable online activities while using the free WiFi provided.*

*19.3 We do not assume any responsibility for any illegal activity on the internet and should we become aware of the tenant engaging in such activity we may use our absolute discretion to terminate the holiday 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.*

## ***20. PETS***

*20.1 Pets are not allowed on the property.*

## ***21. LIABILITY***

*21.1 The owner cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control*

*21.2 We cannot be held responsible for the failure of public utilities to the property or appliances in the property or garden.*

*21.3 We cannot be held responsible for losses, damages or injury caused by strikes, fire, adverse weather conditions, riot, war or any other matters beyond our control.*

*21.4 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. It is the responsibility of parents to supervise their children.*

*21.5 We take no responsibility for the failure of internet or satellite television services, whether planned or not.*

## **22. INSURANCE**

*22.1 We strongly recommend that you take out comprehensive travel insurance (including cancellation cover. This should include full cover for the party's personal belongings, public liability etc since these are not covered by the owner's insurance.*

## **23. SEPTIC TANK**

*23.1 This property is serviced by a septic tank system. It is important that no sanitary or baby items are flushed down the toilet. Nothing except reasonable amounts of toilet paper should be thrown down. Only toilet cleaners suitable for septic tanks may be used.*

*23.2 If the septic tank malfunctions due to misuse by the guest, the owner reserves the right to make deductions from the security deposit for any repair required.*