

BOOKING TERMS AND CONDITIONS

La Maison en Pierre, Gigouzac, St Eutrope de Born, Villereal ,47210, Lot et Garonne ,France

1. Reservation and Booking Deposit: To reserve the property, the client must complete and sign the booking form and return it, together with full payment of the **Booking Deposit (calculated as 50% of the total rental payment due)**. Following receipt of the completed booking form and full cleared payment of the Booking Deposit, we will send you an email confirming receipt of the Booking Deposit and setting out the calculation and due date for payment of the Rental Payment Balance and Damage /Security Deposit due. This confirmatory email constitutes both the formal acceptance of the booking by the owner and confirmation by the client that he or she has accepted in full all the booking terms and conditions which are set out in this document.

2. Rental Payment Balance: The Rental Payment Balance must be paid **not less than eight weeks before the start of the rental period together with the Damage /Security Deposit**. If the Rental Payment Balance (together with the Damage/Security Deposit see 3 below) is not received in full by the due date we reserve the right to give notice in writing that the reservation is cancelled and the Booking Deposit forfeited. In order to confirm any reservations made within eight weeks of the start of the rental period, we require full payment of both the Rental Payment and the Damage/Security Deposit at the time of booking.

3. Damage/Security Deposit: We require a Damage/Security Deposit of a minimum of £500 per booking. This deposit is payable at the same time that payment is due for the Rental Payment Balance (see 2 above) and is held by the Owner to provide for the following;

1)The Owners costs in the event of damage to the house, its contents, the swimming pool and gardens including any losses suffered by the Owner which result from such events.

2) The costs of additional cleaning of the property in the event that the owners consider that this is required following the tenants departure as a consequence of the failure by the tenants to leave the property in a clean and tidy state.

3) As set out below, we will also require a further security deposit of a minimum of **£100 per pet**

4. Refund of the Damage/ Security Deposit. The full amount of the Damage/Security Deposit (or such lesser amount that the owner deems appropriate after deduction for any damage to the property, losses incurred as a consequence of such damage and any costs of additional cleaning) **will be returned to the Client no later than ten business days from the end of the rental period.**

5. Liability; Notwithstanding payment of the Damage/Security Deposit, **the Client remains liable without limitation for the full cost of any repairs or replacements required or other losses incurred by the Owner during the period when the Client has booked the property whether due to accidental or negligent breakage, loss, damage or otherwise, including damage to the Property and/or the contents therein and to the swimming pool.** In particular, the Client should be aware that any damage to the swimming pool by them (or any other person whom they have invited on to the property) which renders it unsafe or unusable may result in consequential and substantial losses for the owners for which the Client acknowledges it is fully liable. We therefore recommend that Clients take out adequate insurance cover to include theft of their party's personal belongings and damage by them (or their guests) to the property and swimming pool and gardens.

6. Cancellation: Should the client cancel the booking, refunds of any rental paid (**excluding the Booking Deposit which is non refundable**) will only be made if we are able to re-let the property on the same terms. Any expenses incurred in doing so will be deducted from the refundable amount. **The client is therefore strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover).**

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Should the owners wish to cancel the client's booking, they undertake to inform the client of their decision to cancel by email no less than 56 days in advance of the previously agreed date of arrival of the client at the house. The owners will refund in full any deposits previously paid by the client to the owners. The owners will not be responsible for any travel cancellation charges or any other costs, losses or damages incurred by the client relating to the booking which result from the cancellation.

7. Rental Period: The rental period shall **commence at 5.00 pm on the first day and ends at 10.00am on the last day**. Change over days are on a Saturday or otherwise by prior arrangement. In the event that the Client does not vacate the property by 10am on the last day we reserve the right to deduct late payment charges at our absolute discretion from the Damage/ Security Deposit.

8. Smoking No smoking is permitted inside the property.

9 Health & Safety: Prior to arrival at the property we will email the Client detailed Health & Safety instructions for the property and request that the Client acknowledges receipt and confirms that they have read and understood its contents and will comply fully with all such regulations for the property including and in particular the use of the swimming pool.

10. Maximum Occupancy: **The maximum number of guests staying overnight on any occasion in the property must not exceed the number shown on the booking form** unless we have given prior written permission for named individuals. In the event that you wish to add additional guests we reserve the absolute right to refuse permission and also reserve the right to levy additional charges to be paid before arrival of such additional guests.

11 Maximum number of Guests: **The maximum number of guests of the client that are permitted to use the property (in addition to the individuals named in the booking form) is two persons.** In the event that the clients invite other persons to use the property the client agrees to accept full responsibility for the actions of these persons and confirms that it will take responsibility for the full cost of any repairs or replacements required or other losses incurred by the Owner due to accidental or negligent breakage, loss, damage or otherwise including injury to the Property and/or the contents therein and in particular to the swimming pool. In addition the Client confirms that it will ensure that each guest is made aware of the contents of The Health & Safety Guide (including swimming pool instructions) to the property.

12 Pets: **No pets are permitted on the property unless by prior agreement which will include a fee per pet and an additional Damage/ Security deposit of £100 per pet.** Pet owners are responsible for cleaning up all pet refuse. Pets are not allowed on furniture at any time and any evidence of pets on furniture or infestation of fleas or ticks may incur extra cleaning fees. All pets must be up to date on rabies and all other required vaccinations. All pets must be treated with flea and tick repellent 3 days before arrival. Fleas and ticks are rampant in the area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner and the Owner assumes no responsibility for illness or injury that humans or pets may incur while on the premises.

13 Care of Property: The client and each member of the Client's party agree to be careful and considerate tenants and take good care of the property (including the swimming pool) and **leave it as they found it in a clean and tidy condition**. In particular, as there is no rubbish collection in the hamlet of Gigouzac, we require guests to ensure that all rubbish is bagged and the bags placed in the public rubbish bins at either Montaut or St Vivien. Detailed instructions and directions to these rubbish bins will be provided at the property. In addition we require that all crockery and cutlery is washed before the client leaves the property at the end of their stay and that all soiled linen and towels are left for collection by the housekeeper. **In the event that the client**

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does not leave the property in a clean and tidy condition, we reserve the right to deduct additional costs of cleaning from the Damage / Security Deposit.

14. **Use of the swimming pool.** The Client and each member of his party agree to abide by the written pool instructions, a copy of which will be emailed to the Client prior to arrival. A copy of these instructions will also be made available at the property . In particular the Client agrees that all members of the party will
- 1) Always shower before using the pool
 - 2) On no account introduce any sharp object, glassware or cutlery or crockery into the pool which could damage the pool liner.
 - 3) Refrain from diving in the pool
 - 4) permit any pets to enter the pool
 - 5) Permit children under the age of 16 to use the pool unsupervised by an adult

15. **Pool and House Maintenance.** The Property (including the pool and garden) is maintained by a professional property manager. In the event of any problems or questions please contact our property manager **Victoria Butcher**. Contact details are as follows

Pmtinfrance@gmail.com

Phone +33553409735

Mobile +33637691687

16. **Notification of damage** The Owner requires that in all instances: The client will report to our property manager Victoria Butcher , without delay, any damage or defects in the property and any breakage or breakdown of equipment/appliances
17. **Noise** La Maison en Pierre is situated in a very quiet private residential hamlet so we would request that clients behave in a considerate manner at all times towards other residents of the hamlet.
18. **Owners Liability:** The owner shall not be liable to the client for any of the following:
- 1) Temporary defect or stoppage in the supply of public services either to the property or in respect of any equipment or appliance in the property or garden. This includes the supply of Broadband WIFI
 - 2) Loss, damage or injury, which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the owner.

Under no circumstances shall the owners' liability to the client exceed the amount paid to the owner for the rental period.

This contract shall be governed by English Law in every particular, including formation and interpretation and shall be deemed to be made in England. Any proceedings arising out of, or in connection with this contract may be brought in any court of competent jurisdiction in England.

Andrew and Anna Sutton