

## TERMS & CONDITIONS / RENTAL CONTRACT

*These terms and conditions detail our commitments to each other, and form your rental contract with us.  
In the event of dispute this rental contract is governed by French law and subject to the jurisdiction of the French courts.*

### 1. YOU

1.1 In these Terms & Conditions, "you", "your" and "your party" means all persons named on the booking form including anyone who is added or substituted by mutual agreement with us at a later date. The person completing the form is deemed to accept responsibility for the rest of the party.

### 2. US

2.1 In these Terms & Conditions, "we" "us" "our" refers to Penny and Ray McClure or Liz and Nick Moakes, or their designated local manager(s).

### 3. GITE

3.1 In these Terms & Conditions, "gîte(s)" means the rental property named on the booking form and as generally described on either [www.lfrgites.com](http://www.lfrgites.com) or [www.lecamus.net](http://www.lecamus.net)

### 4. BOOKING

4.1 On receipt of your booking request we will email you confirmation of the rental price, the amount of booking deposit required and the due date for the balance, along with a link to our booking form if you have not already completed an online reservation; we reserve the right to correct errors in any advertiser's prices at this point.

4.2 Bookings are accepted subject to the requested dates still being available. Please note at certain times of year we receive multiple enquiries for some dates; until we receive a completed booking form from you, or an instant booking notification via an advertiser, the dates will remain open for others to book.

4.3 These terms and conditions are linked to and form an integral part of our booking form; you are deemed to have read, understood and agreed to these terms and conditions when you email us your completed booking form.

4.4 When we receive your completed booking form, we will email our acceptance of your booking and provisionally hold the reserved dates for 3 working days pending payment of your booking deposit; failure to pay the booking deposit will void the booking and release the dates.

4.5 When both your completed booking form is accepted by us and your booking deposit payment has been received by us we will email you a receipt and a confirmed booking will then exist.

4.6 The rental price, plus optional extras selected and any advertisers commission due, will be fixed when your booking is confirmed by us; subsequent changes in our price structures, or to prices on advertiser's sites, will not affect the price of any pre-existing confirmed booking.

4.7 The final balance is requested 2 calendar months before your arrival date, failure to pay on time will cancel your booking.

4.8 Bookings requested within 2 months of arrival are payable in full at the point of booking.

### 5. OUR RENTAL PRICE INCLUDES

5.1 Furnished gîte accommodation from 16:00 on your day of arrival until 10:00 on your day of departure.

5.2 Utility costs, subject to reasonable usage.

5.3 Beds made-up for your arrival in each bedroom booked.

5.4 Kitchen towels, tea towels, oven gloves and bath mats.

5.5 Reasonable change-over preparation of the gîte and grounds.

5.6 Local taxes.

5.7 Use of our advertisers Brittany Ferries discount code, on request, for your travel to and from the gîte.

### 6. OUR RENTAL PRICE EXCLUDES

6.1 Charges for international bank transfers : you should process these transactions with all fees pre-paid by you.

6.2 Charges for processing card payments : these will be added to your final balance if you select this payment method.

6.3 Service fees and / or commission charges made by third party advertisers if you choose to book via them.

6.4 Security bond (see section 7).

6.5 Bathroom towels : if you prefer not to bring your own, hired towel sets can be selected as an optional extra.

6.6 Cleaning other than reasonable change-over preparation : if required an end of stay cleaner can be selected as an option.

### 7. SECURITY BOND

7.1 Any security bond required by us will be detailed on the booking form.

7.2 The security bond will be returned to you within 14 days of departure, unless repairs are required which await quotations.

7.3 We reserve the right to make deductions from the security bond, attributable to:

(i) any charges due under section 6 that have not been pre-paid by you;

(ii) loss of, damage to, or breakage of : keys, locks, keysafes, fixtures, fittings, furniture, sanitary-ware or garden equipment, during your stay, equal to the invoiced cost of repair &/or replacement of the item(s) including associated labour &/or delivery charges;

(iii) item(s) listed on the equipment inventory that are lost, damaged or broken and not replaced by you;

(iv) removal and disposal of your household waste;

(v) cleaning, over and above normal changeover preparation if optional end of stay cleaning has not been pre-booked;

(vi) excessive or unreasonable cleaning, beyond the standard time allocated for pre-booked optional end of stay cleaning;

(vii) misuse of the fosse septique (see clause 9.5) or the wood burner resulting in charges to us by outside agencies;

(viii) your unreasonably early arrival, or late departure on change-over day, unless previously agreed to in writing;

(ix) unreasonable consumption of utilities (electricity, water or gas), 50% above average recorded use for the season.

7.4 If any deductions under clause 7.3 are necessary, we will provide an itemised breakdown of the charges applied.

7.5 If you do not pay us the security bond, we reserve the right to invoice you for any items would have been deductible from the bond.

7.6 Please note payment of a security bond does not limit your liability to us in the event of major damage, including consequential damage.

## **8. CANCELLATION AND CURTAILMENT**

8.1 Non-payment of the final balance by the due date will result in the reservation being treated as cancelled by you.

8.2 Cancellation by you 2 calendar months or more before your arrival date will result in you forfeiting your booking deposit payment which is strictly non-refundable and non-transferable.

8.3 Cancellation by you within 2 calendar months of your arrival date, or curtailment by you after arrival, will be charged at the full booking cost.

8.4 In the unlikely event that we have to cancel your reservation prior to your arrival, we will let you know as soon as this becomes necessary and offer you the choice of a full refund within 7 days or alternative gîte accommodation, if available.

8.5 In the unlikely event that we have to cut short your reservation after arrival, for reasons other than your serious breach of the rental contract, we will offer you the choice of a pro-rata refund or alternative gîte accommodation, if available.

## **9. YOUR RESPONSIBILITIES**

9.1 You are expected to leave the gîte accommodation, including the furniture, fittings, facilities, equipment and grounds in the same general state of repair and condition as at the commencement of the rental.

9.2 During your occupancy proper care must be taken of the gîte and its contents: when you are not in the accommodation or the grounds (and on departure) doors and windows should be closed and locked, taps and gas appliances turned off, heaters turned down to low settings, and household waste should be bagged and disposed of in communal roadside bins.

9.3 Your discovery of defects to the property, breakdown of equipment or appliances, or items listed on the inventory but missing on arrival should be reported immediately. Arrangements will be made for repair or replacement as soon as is reasonably possible.

9.4 You will be responsible for replacing or paying for any breakages, loss or damage to the property not reported within 24 hours of your arrival, and / or caused during your occupancy; including the replacement of keys.

9.5 As is common throughout most of rural France, our gîtes are serviced by fosse septiques, nothing other than human waste, toilet paper and appropriate cleaners should be flushed down WCs, and cooking fats must not be poured down sinks.

9.6 For the comfort of all guests, smoking is strictly forbidden inside the gîte accommodation, ashtrays are provided for smokers to use outside.

9.7 If you use our wi-fi connection to access the internet, you undertake not to access illegal sites, file sharing sites, or carry out any illegal activities.

9.8 Parents are responsible for the entertainment, supervision, well-being and behaviour of their children.

9.9 We strongly recommend you hold comprehensive insurance to cover unforeseen changes to your plans, breakdown of your vehicle, and your liability for any loss or damage you cause us.

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

10.1 Only the guests recorded as members of your party on the e-booking form may use the gîte or the grounds.

10.2 We reserve the right to refuse entry or terminate rental of the gîte without prior notice and without refund or compensation if the number of guests stated on the e-booking form is exceeded, the age of a child has been misrepresented, or an undeclared pet has accompanied you.

10.3 In accordance with the limitations of our gîte registration, guests cannot use tents, caravans or other camping equipment in the gîte grounds or park caravans or camper vans in our parking space.

10.4 We reserve the right to terminate rental of the gîte without prior notice and without refund or compensation should a member of your party deliberately damage the gîte or cause unreasonable, serious or continual annoyance or disturbance to occupants of neighbouring properties.

10.5 We will give you advance notice of any pre-scheduled visits by utility services, gardeners or cleaners.

10.6 We, utility companies and emergency services must be given access to the gîte if urgent maintenance or emergency assistance is required.

## **11. SECURITY AND VALUABLES**

11.1 Valuables and personal property kept inside a gîte and vehicles parked outside are at your own risk.

11.2 Personal belongings, left behind by you after your stay, will be stored by us for one month pending you contacting us to request their return and advance payment of postage costs. Items not reclaimed will then be disposed of.

11.3 If essential items of identity (passport, driving licence etc) are left behind by you after your stay, we will attempt to contact you as soon as reasonably possible after their discovery to enable you to return to the gîte to reclaim them or to make appropriate recovery arrangements.

## **12. INFORMATION PROVIDED**

12.1 We reserve the right to make modifications to the property specification that are considered necessary in light of local operating requirements.

12.2 In the interest of continual improvement we reserve the right to alter items either advertised or previously available, without prior notice.

12.3 We aim to provide as much information as possible to assist you in choosing the appropriate gîte and getting the most from your stay, however, these opinions are based on our personal preferences, or those of previous guests where relevant, and do not form part of the contract.

12.4 Your contact details will not be sold on by us for commercial use by other parties.

12.5 We will provide your contact details to the ferry company if you request use of our ferry discount code.

12.6 We will provide the relevant authorities with your contact details in the event of serious breach of the rental contract.

## **13. EXCLUSIONS**

13.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of our properties.

13.2 We cannot be held responsible for the reliability or outages of public utilities such as water, electricity, telephone or ADSL.

13.3 We cannot be held responsible for delays, cancellations or curtailments to your holiday due to industrial action, traffic problems, adverse weather conditions or other factors completely beyond our control – please take out travel insurance.

13.4 Under no circumstances will our liability to you exceed the total amount paid to us for your gîte rental.

## **14. PET POLICY**

14.1 These gîtes are not suitable for guests wishing to bring pets with them on holiday.