

# **Full Terms and Conditions for Les Cerisiers, 70 Lieu-dit Biarge, 86510 Chaunay, France**

**These terms and Conditions may be changed at any time. A full and current copy is available in the welcome pack in the gite.**

## **Terms used**

In these terms and conditions 'you/yours' refers to the hirer and his/her party and 'we/us' means Les Cerisiers/Robert Foulkes and Alexandra Blair. The term 'gite' refers to the gite building, the grounds, the front drive, the swimming pool and any services provided by us.

## **Booking and Deposit**

When booking direct with us, a non-returnable deposit of 30% is required at the time of booking. Full payment for late bookings (ie less than 8 weeks before the date of arrival) is required when booking. Any balance needs to be received 8 weeks prior to your arrival.

For direct bookings we accept direct bank transfer as deposit/payment.

Your booking is secure once we have received a completed booking form and deposit or full payment for late bookings. No reservation will be made until the completed booking form and deposit has been received. The deposit is non-refundable. As a result, we strongly advise you to take out holiday cancellation insurance.

When booking through a third party site, eg Airbnb, Holiday Lettings etc, the exact amount payable at booking will depend on the terms and conditions of the site.

## **Non Payment of the Outstanding Balance**

Failure to pay the outstanding balance within 5 working days of the due date, 8 weeks prior to your rental start date will result in your rental being suspended and the gite will be put back up for rental until payment is received. Should the gite be re-let and your balance subsequently received, your payment, minus the deposit will be refunded. We therefore recommend that you contact us as soon as possible if you have a problem getting the payment to us in time.

## **Cancellation by You**

If you cancel your booking up to one week after making your reservation (as long as it more than 8 weeks prior to your rental start date and therefore not a late booking) we will refund your full deposit. If you cancel after one week but before 8 weeks before your rental start date we will retain your full deposit, but no further charges will be made.

If you cancel less than 8 weeks prior to your rental start date after making full payment we will retain the full payment.

## **Cancellation by Us**

In the unlikely event that we have to cancel your stay then we will do the following:

1. Attempt to make alternative arrangements for you in similar accommodation near-by. In this case you will be refunded in full.
2. Attempt to arrange an alternative date for your stay. Should this be in a higher priced time there will be no additional charge and should it be in a lower priced time will refund the difference.

3. If no alternative can be made we will refund your payment and deposit in full.

### **Our rights include, but are not limited to**

Refusing to accept any booking at our sole discretion.

Entering the accommodation at any reasonable time and for any reasonable cause. We will try to let you know if we need to do this.

Refusing entry to your friends/visitors.

Charging for non trivial damage howsoever caused.

Claiming from you for any loss of future business as a result of damage resulting from your stay here, by you or your guests/visitors, howsoever this is caused.

Terminating the rental agreement immediately and without compensation or refund if:

- You damage the accommodation, are excessively noisy or disturb others;
- We reasonably suspect you are breaking the law;
- You allow anyone extra to stay in the gite without our permission;
- You do not comply with these full terms and conditions.

### **Our Liability**

We shall not be liable for any death or injury or for damage to or loss to your personal property occurring whilst you rent Les Cerisiers. Please ensure all your valuables are covered under your household insurance. Your vehicles and contents are left at your own risk.

In the event of circumstances beyond our reasonable control e.g. (but not limited to) fire, flood, exceptional weather conditions, loss of electricity/internet connection, disease outbreaks, industrial disputes etc. we shall not be liable for any resulting costs, losses or damages suffered by you (including the cost of securing alternative accommodation), nor for our failure to undertake our obligations to you. However, in appropriate cases, we will refund your payments to you.

You use our grounds and facilities at your own risk. You should expect to encounter some potential minor hazards such as uneven ground, mud, etc. We expect you to exercise caution around the swimming pool and to supervise any children using the swimming pool or grounds. We cannot be held responsible for any injury to you. Please leave gates as you find them.

### **Security**

During your stay you are responsible for the keys to the gite and therefore you are responsible for ensuring all doors and windows are closed and locked when you are not in residence. We do not accept any responsibility for damage or loss to your possessions or property during your stay.

### **What is included in the Price**

Rental of the gite for the time specified and for the number of people specified on the booking form.

Parking for your vehicles.

One basket of Logs

Bed linen and towels for the number of people booked, a tea towel and a bath mat.

A welcome pack.

**Free Wifi** – You may surf the net and use the internet to keep in touch with friends and

family. Please do **NOT** use the internet for business purposes or excessive downloading. Internet speed and access are subject to provider availability and are offered as a free extra. We cannot be held responsible for the speed of the Internet or if no Internet is available during your stay. This is rural France and weather conditions mean that we have internet interruptions here. Do not attach or connect equipment to our internet or TV satellite system, nor any cables or data sockets, whether hardwired or wireless without our explicit prior permission.

## **Arriving & Leaving**

**Our accommodation is available from 16.00 on your rental start date.**

**Please vacate the gite by 10.00 on the final day.**

For short breaks arrival and departure dates can be arranged to suit you (within reason and subject to availability).

Changeover day is normally Saturday (outside high season, the start day can vary – please contact us to discuss dates).

The gite is for holiday use only – Neither you, nor any person allowed into the property by you, has the right to remain in the accommodation beyond the agreed departure date. You will be liable for any losses incurred as a result of delayed departure.

## **Your responsibilities**

Your general responsibilities include, but are not limited to:

Ensuring only the number of people for whom the booking is made, stay in the gite.

Informing us if you have any friends/visitors coming to the gite. You are responsible for your friends/visitors at all times when at the gite or in the grounds.

The gite cannot be used as a base for a party.

Ensuring that any friends/visitors at the gite comply fully with these terms and conditions.

Your friends/visitors are not permitted to use the gite facilities/grounds in any form whatsoever.

Reporting to us any breakages or missing items (you will not normally be charged for minor damage or breakages).

Keeping all furniture, fittings and effects in the same good condition as they were found.

Ensuring the BBQ is safely extinguished at the end of the evening and cleaned.

The gite and grounds and swimming pool area are all non-smoking areas.

Guests in the gite are at all times responsible for any children also staying.

Do not add any glass bottles/jars etc to the bin as the refuse collector will not take any bags containing glass. **Unbroken** glass can be added to the recycling bin and broken glass/crockery given to us for safe disposal.

## **Care and Cleaning of the Gite**

We ask for a security deposit of £200 to be paid with your final balance.

All deposits are returned by bank transfer within one week and following a positive inspection of the gite.

For guests booking through Airbnb and HolidayLettings the deposit is paid to the online agent on booking and will be returned by them within a week after your departure unless we ask them to retain all or part of the deposit after inspection of the gite.

*Cleaning the gite is **not included** in the letting price. **On departure, the gite should be left clean and tidy, in the same condition as on arrival, ready for the arrival of the next guests.***

*If required, an end of let cleaning service is available at a cost of €50, payable in cash on arrival and in addition to the damages deposit. In this case the gite should still be left tidy; everything should be put away and the washing up done. Untidiness will be invoiced for the cost of cleaning.*

***We reserve the right to retain all or some of the security deposit should the gite be left excessively dirty or damaged. This includes deep cleaning of the swimming pool due to excessive use of sun cream.***

## **Smoking**

Smoking (including e-cigarettes) is **not** permitted inside the gite, smoking is permitted in the grounds, using the ash trays provided, but not around the swimming pool area. We reserve the right to charge an extra cleaning cost we deem the gite to have been damaged by smoke fumes. This damage may include, but is not restricted to, smells and odours, stains, marks or cigarette burns to floors, walls, ceilings or furniture and fittings.

## **Email Contact**

Please read our new GDPR and Privacy Policy at the bottom of these terms & Conditions.

## **PETS**

We do accept and welcome guests with pets at Les Cerisiers. We would ask that all pets must not be allowed on any furniture or upstairs. All waste must be cleared from the garden and disposed of appropriately, failure to do so will incur an additional cleaning charge retained from the security deposit. We charge an additional security deposit for guests travelling with pets, of £300.

## **Complaints**

Should you have any complaints with regard to your stay at the gite you must inform us at the time of the complaint and without fail before you leave. This includes, although is not limited to, dissatisfaction with the gite and accidents to you or any in your party whilst at the gite. If you encounter any problems with the gite please let us know as soon as possible and allow us suitable time to rectify the problem. We cannot consider any complaint brought to our notice after you have left.

## **GDPR & Privacy Policy**

The European regulation No. 2016/679 of 27 April 2016, or General Data Protection Regulation (GDPR), will come into force on 25 May 2018. Basically this new law replaces the Data Protection Act. This is a European wide law and as such affects how we use and store information we receive from guests and enquirers. It covers all data, whether electronic or paper based.

We use cookies on our website. Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitors use of the website and to compile statistical reports on website activity. You can set your browser not to accept cookies. See [www.aboutcookies.org](http://www.aboutcookies.org) for more information).

***What information we collect from you.***

When you make a booking with us we collect the names of all the guests who will be staying, the home address, email address and telephone number of the person making the booking.

***How we use the information you give us.***

We use your email to communicate with you, to send you booking confirmation and answer any queries you email us, and to thank you after your visit and ask you for a review. We will also add details of how you can keep in touch with us on social media, should you wish to do this.

We will not use your telephone number unless we need to contact you urgently or if we cannot reach you by email.

***Marketing***

We don't do a newsletter or Mailchimp. We use Instagram and Facebook to market our gite and our own website. We never pass your details to any third party.

***Access to your Information***

You have the right to request a copy of the information we hold about you. If you would like a copy of this please email us [lescerisiersgite@gmail.com](mailto:lescerisiersgite@gmail.com)

***Right to be Forgotten***

All customers have the right to ask us to remove their details from our records. However, this does not override the legislative requirements (eg the Fiche Identite Individuelle form – see below).

Legally, we ask guests to complete the French *Fiche Identite Individuelle* police aliens form, which we have to legally keep for 6 months from date of arrival. Only the local police can ask for the details on this form. This form and the information contained on it are then destroyed by us.

We are also required by law to keep financial records for 7 years, so guests cannot ask to be erased from these financial records.

If you book to stay direct with us and complete a booking form, then be assured that your details are kept secure on our system via password controlled entry and are not used for any other purpose or shared with any other person or business. We need your email address to send through booking forms, answer any queries you have regarding the property or to send you terms & conditions, booking confirmation etc. We will send you a follow up email after your stay to thank you for staying, asking you to leave a review or feedback and details of how to stay in contact with us. We don't need explicit consent for this. We will NOT add you to a marketing mailing list.

If you book via one of our booking partners, for example Holiday France Direct or Holiday Lettings, they have also to comply with GDPR regulations and have their own safeguards and policies.

Similarly, if you choose to follow us on social media (eg Facebook or Instagram), we don't need consent as you have already accepted the terms & conditions on that platform. Again, we will not ask you for your email address in order to send you newsletters etc.

***Notification of Data Breaches***

The GDPR will require us to notify the Information Commissioner's Office within 72 hours of first having become aware of the breach where that breach is likely to "result in a risk for the rights and freedoms of individuals". For any breach, we are required to notify the customers "without undue delay" after first becoming aware of a data breach.

