

## Terms & Conditions

### THE BOOKING CONTRACT BETWEEN US BASED ON THE FOLLOWING CONDITIONS.

In summary these standard conditions cover aspects of :

1. Booking
2. Payment
3. Cancellation
4. Conditions & Care of Use
5. Security Policy

We and you agree to:

## PARTIES

**Owner:** May also be referred to as - us, we, Maison Brantome, Jill & Brian Wells

**Agent:** The Holiday company managing the advertising, booking, reservations and or payments

**Representatives:** Local contacts approved by the Owner

**Client / tenant:** The principle person (must confirm over 25 years of age when booking) and other parties visiting or habiting the holiday property.

**Rental Period:** Also known as the holiday period. The date being the first day and time of booked occupation and the last being the date and time of departure.

## 1. BOOKINGS

### *US*

1. A booking may only be accepted by the Owner whether direct or via their Agent(s). A booking consists of the full payment, security deposit and any extras. The full payment is generally made in one payment but it may be possible for two payments unless less than 8 weeks before the holiday date where it must be paid in full. If you need to discuss options do call us. No booking may be made without a refundable security payment
2. The contract is for a short-term holiday rental of the property specified on the booking form made between the client and the owners MaisonBrantome number 30 ("the owners"), binding from such time that booking is made and inclusive of all the following conditions.
3. Bookings are accepted on the understanding that the property is taken for holiday purposes only and that, excepting babies, the number of people in each property is limited to that entered on the booking form.
4. If the client has booked under the 'Maison -Brantome for Two' special offer, a maximum of two guests are permitted to stay in the whole or part property.
5. Bookings cannot be accepted from persons **under 25** years of age. Group bookings of single sex parties are not allowed unless special arrangements are made by the with the Owner or their Agency. (additional Safety deposits may be required).
6. If there is a breach of any of these booking conditions by the Guest or any of their party, the

Owners or Agents reserve the right to re-enter the property to repossess the Property, end the Holiday and ask the Guest and their party to leave. Any monies paid will be forfeited in full and no owner liability will be accepted. The Owner further reserves the right to repossess the Property if excessive damage or disruption is caused by the Tenant or by a member of the Tenant's party.

7. This rental agreement is made on the basis that the property ("the Property") is to be occupied by the holidaymakers for a holiday and the Holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
8. By booking the property via the internet / website or other means the client(s) will be deemed to have read and accepted the terms and conditions.
9. The dates of the Holiday may be changed under certain conditions providing the property is available for the new dates providing the owners have not declined other clients who wished to book the same initial holiday period and the Owners accept the change. In this case, a £35 re-booking fee is payable to the Owner and any increase in rental price will apply. If booking a cheaper period no reduction will be given.
10. The holiday period booked will be stated on the Booking Confirmation provided to the Guest when they book and cannot be exceeded unless the Owners or their Agents give written approval. The Guest will be liable for any cost of whatever nature incurred because of an authorised or unauthorised extension. If the client wishes to extend their holiday and the property is available, the Client should contact the Owner in good time to discuss tariffs. Any extension of the holiday period will be under the same terms and conditions.
11. Rentals are for a maximum of four weeks and commence at 4pm on the first day of the rental and end at 10am on the day of departure unless otherwise notified. If required for more than this period contact the owner direct for agreement.
12. The property is let from designated start dates in periods of 7 days, if the client requires 10,11, or 12 day holiday periods, they must contact the Owner, the same check in and out times apply unless agreed in advance. A small nightly tariff may apply in these cases.
13. Should any special offers be made then only one special offer with apply, these cannot be used in conjunction with any other offer by the owner or their agents.
14. Where special offers are made these are only valid against full weekly rates, i.e 7, 14, 21, 28 days and not part weeks.
15. Should the Owner or their Agents reject or not accept a booking request, the rent and any additional charges paid (less third party costs) by the Guest will be refunded immediately.
16. In case of a discrepancy between other websites and these Booking Conditions and any other contents from the MaisonBrantome Website, these Conditions shall prevail, but this shall not limit Maison - Brantome' liability for failure to supply the accommodation as described on the Website

### *You*

1. By making a booking the client contracts on behalf of himself/herself and all those in his/her party and represents that he/she has the authority to accept these conditions on behalf of

and binding upon all guests in his/her party. This includes those substituted or added at a later date.

2. The client and any friends or family of the client visiting the property while the client is staying there must adhere to the conditions of the rental contract terms & conditions, including the rules and procedures contained in the information folder provided in the property. If inviting friends to visit / stay over the client must first seek the permission of the owners.
3. You agree to take responsibility for the party occupying the property, to collect and pay on behalf of all occupants any local taxes and to notify the Owner or their Agent if they are not a member of that party.
4. You agree not to sublet, sell, rent parts of the property or transfer the booking to another party without the Owners or their agents agreement;
5. You agree not to exceed the total number of people stipulated in the property description or your booking, a client provided cot may only be occupied by a child aged 24 months or less;
6. You agree that should you not vacate on time, delay the new client for any reason or remain in the property you are liable for all costs.
7. You agree where car parking is provided, Guests must only use the space(s) allocated and at their own risk. Unless otherwise stated, it must be assumed that the parking space will only accommodate an average + sized car and if in doubt the Guests should check with the agent before booking. The Owner accepts no liability for additional costs incurred if an alternative space is required or vehicle is damaged. The property and location can accommodate more than one car and local parking conditions prevail.
8. You agree not to cause an annoyance or become a nuisance to occupants of adjoining premises or and shared parking access areas.
9. You agree that the guests are obliged to take good care of the property, contents, furniture, fixtures and fittings and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is available during the Holiday, if required please book this in advance unless otherwise specified. It must be paid directly and locally to the House Manager. Should the Owner or their representatives be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again and charges in addition to the security deposit will be due in full by the client and or registered guests.
10. You will not do or permit any acts that would make any insurance policy on the Property void or voidable or increase the premium
11. You will be responsible for placing any rubbish in the correct bags and location for collection(s) as per the individual property's waste collection instructions. The Agent reserves the right to pass on any charges resulting from incorrect disposal of rubbish.

## **WEBSITE DESCRIPTIONS**

Some of the information on this Website relates to matters beyond the property such as shops, bars, restaurants and local events or transport. Closure of such premises and other changes to these external facilities are outside the Owners' or their agents control. If the Owner or their agents

are aware of any material changes to the Website at the time of the Guest's booking, then it shall endeavour to inform the Guest of these changes where possible.

### **THIRD PARTIES:**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement

## **2. PAYMENT**

1. Bookings are provisional until a deposit / payment are received at this point they are contractual.
2. The deposit or full payment required may differ if using our agents websites for bookings, all other conditions shown here apply.
3. International payments via our agents will be converted to Sterling at the prevailing rates.
4. The full rental sum is due upon booking with a security deposit payable on all bookings, some booking systems may request the security payment **eight weeks** prior to the start of the rental period. See also BOOKINGS, US, 1.
5. If a booking is made less than eight weeks before the Holiday is due to start, the full rental sum, deposit, plus any additional charges, must be paid at the time of the initial booking.
6. As soon as the booking is received and accepted by the Owner or their Agents, the Guest is liable for any payment balances, breach of this terms and conditions or damages
7. Where any special arrangements have been made and Non-payment of the balance(s) of the rent on or after the due date may be construed as a cancellation of the contract by the client.
8. If any payment is not received by the due date, then the Guest will lose their booking and forfeit their deposit. The balance in full will remain payable, the liability of the client and will be pursued.
9. A 3% surcharge or £35 will be payable for all card payments or as per transaction charges and refunds charges for credit or debit cards by our financial agents. However, online Sterling payments direct to and from the Owners bank account will receive **no surcharge and is our preferred method of trading as this is fast and auditable to both parties.**
10. A security deposit of £250 or a sum agreed for non standard parties must be paid prior to the start date and within the above conditions. If the oven is not cleaned as found a 25e charge will apply.
11. Subject to our conditions of deposit being satisfactory we aim to return deposits within a maximum of 14 days. This allows for any mid week bookings / check out, bank & personal holidays, bank transfer times etc. Your bank or financial enterprise may have different policies governing when they credit to your account which are outside our control or responsibility.

12. Payments exclude any Tourist tax which is payable locally and paid at the house at the prevailing rate.

### **3. CANCELLATION**

1. A booking can only be cancelled prior to the start of the Holiday, cancellation of paid rental sums are forfeited in total and unpaid fees are still due and must be paid. When all fees are paid in full we will be reasonable and attempt to re let the property. Please see all points below.
2. A Guest who wishes to cancel the Holiday must notify the Owner or the Agent in writing ('Cancellation Notice') and addressed to the owners mail address on the website, emailed and texted.
3. On receipt of the notice of cancellation the Owner or Agent will seek to re-let the property for the period of booking. If a re-letting is achieved, subject to 1) above, the Owner or their Agent (on the owner authority only) will refund moneys already paid in full by the client less rent for any part of the period which was not able to be re-let, and any finances charges (by the bank or their agents only) and less administrative charge of £35.
4. Subject to our cancellation terms and In the event of a cancellation, and following attempting to re-let the property. We will provide you with a summary of costs and credits for your insurance company; as required.
5. In the event of the accommodation becoming unavailable (such as fire or flooding), the owner will endeavour to provide the client with suitable alternative accommodation to the same cost or where the holiday has not commenced will refund all monies paid or where during a holiday, a proportion in the case of curtailment. We cannot however pay any compensation or expenses as a consequence of such an event and the Owner accepts no liability.
6. The client is strongly advised to take out holiday cancellation insurance to cover all booking, travel, health and personal requirements.

### **4. PERIOD OF HIRE ACCESS**

1. Rentals commence at 4.00 pm on the day of arrival and terminate at 10.00am on the day of departure.
2. The arrival time should be arranged in advance. The client should arrange an estimated time of arrival with the Owner or his representatives and inform them of any changes to that time to ensure somebody is available to show the client into the property or provide coded access.
3. Long term renters must ensure the property is left as found on arrival to allow successful handover to the next clients. Any items, breakages or damage must be claimed for and will be pursued.

### **INVENTORY**

1. Where an inventory is provided, any discrepancies are to be reported to the Owner or the Housekeeper within 24 hours of arrival, otherwise the inventory will be deemed to be

correct.

## **RIGHT OF ENTRY**

1. Whilst respecting the reasonable privacy of the client, the owners of Jill & Brian reserve the right to access all properties at all times, if necessary, for repairs, contractors - agents acting on our behalf, emergencies or breach of contract. We will attempt where possible to notify you of this.

## **CARE OF THE PROPERTY**

1. A house book will be provided at the property, all guests are requested to read and comply to the house rules.
2. The client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the rental period.
3. You agree to place all waste items in the provided waste sacks and then place these in an exterior location prior scheduled weekly collections by the local Marie. Most weeks it is twice weeks with three collections during Summer.
4. Where a complaint is received and we find the property is not to our standard we will take all reasonable action to redress this issue leading to the complaint.
5. Bathing and Sun bathing towelling are to be provided by the guest. These can be provided by ourselves at a small weekly cost if required please ask in advance.
6. House towelling is for bathroom use only, any staining of these towels will be chargeable.
7. Please ensure you use the security cable and locks at all times when using the bicycles.
8. If the client finds any part of the house or furnishings, including electrical or mechanical developing faults, the onus is on the tenant to notify the owner immediately to mitigate their responsibilities. If the Owner or they representatives are unavailable then please contact via the house manager.

## **BREAKAGES OR DAMAGE**

1. The client is bound to reimburse the owners for replacement, repair or extra cleaning costs where reasonably demanded by the owners for damage caused by the client.
2. The client is liable for the full cost of any damage caused to or within the Property during the Holiday. By accepting this agreement the client agrees that the Agent may take a payment in respect of any damage from the client's credit or debit card up to the value of the damage caused.
3. Where the property has been damaged or made unavailable for letting due to the client(s) or their guests actions or negligence. The Owner reserves the right to claim all costs, losses, income, expenses, professional and legal costs together with full repair or replacement costs.
4. All damage, breakages or equipment failure in the Property, surrounds, garden or to its contents must be reported to the Owner or its authorised representatives as soon as is reasonably practicable.

5. The Owner will make reasonable endeavours to repair the damage as soon as is practicable, however there is no guarantee that the repairs will be affected during the holiday period. Should any damage to the Property be caused by any act or omission of the client then the client shall be liable for the cost of replacement or repair of any such item.
6. The client agrees to notify the Owner or its authorised representatives of any such damage as soon as is reasonably practicable and the Owner or its authorised representatives shall notify the client of the cost of any such replacement or repair within 14 days of the damage being reported.
7. Any repair or replacement shall be to the original standard. Should any damage caused by an act or omission of the client result in a cancellation of a future booking of another client then the Tenant shall be held liable for all consequential losses.
8. Damages or stains unable to be removed from; furniture, linen or bedding will be chargeable.

## **RULES AND PROCEDURES**

1. Clients are required to observe the 'house rules' and familiarise themselves with the procedures contained in the information folder provided in each property. Additional information on places to visit, local amenities and facilities, emergency contacts, safety & security, and local events are also provided.
2. Children must be supervised at all times

## **SMOKING**

1. Smoking is not permitted anywhere inside the holiday accommodation, on the balcony or near to buildings. If smoking in the garden please ensure your cigarette ends, cigars matches and wrappings are cleared away and stored in a bin outside the building. Do not throw cigar waste into the river or river bank.
2. If it is found any part of the building has been used for smoking the client is due for all cleaning and deodourising

## **FISHING**

The client is fully responsible for obtaining a temporary fishing license. This must be obtained for the period and stretch of water required and is available from the local tourist location in Brantome.

The client and their guest may not leave fishing tackle, hooks or bait in the garden after use. The client must clear and clean all 'fish' bait or fish from the property and grounds before departure. Do remember children or small animals may use the property or garden and the above may cause injury or damage.

## **PETS**

1. No pets, birds, fish, animals, reptiles are permitted .

## **LIABILITY**

1. The client is liable to pay the separate local tourism taxes per person per night for the period of occupancy within the locally published tariffs. The owner will collect these on behalf of the Local Authority.
2. Local tourism tax is only applicable to persons **18 years old** and over at the time of being on holiday and within the applicable months.
3. The owners, contractors, representatives, or agents of the property are not liable for any loss or damage to any client's property or any property belonging to a member of the client's party howsoever caused.
4. The client or members of his/her party cannot hold the owners liable for any personal injury/death howsoever sustained where the owners and/or their employees have used reasonable skill and care; and/or where caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children); and/or where caused by the fault of a third party, and/or where caused by an event that could not have been reasonably foreseen or avoided.
5. You also agree to compensate the owner for any claims, actions, costs, expenses (including but not limited to legal costs and disbursements), losses or damages suffered or incurred by us as a result of any claim made against us by a user of our property or any other third party as a result of or in relation to your dealings with users of our property, including any act or omission by you or third parties on your behalf or any failure by you to comply with any of the terms of the Booking Contract between you and the Owner or they agent.
6. In the event that there is a dispute between the Parties and the Tenant is found at fault then the Tenant shall be responsible for meeting the Owner's and Agent's reasonable costs (and if applicable legal fees).
7. The Owner takes no responsibility for errors, omissions or liability by the agent.
8. The client must take all necessary steps to safeguard personal property. No liability is accepted by the Owner or by their Agent in respect of damage to, or loss of, such personal property except where the damage or loss is caused by any act of negligence or breach of statutory duty by the Owner or by the Agent or that of any of their employees (providing they were at any time acting in the course of their employment).
9. The client must secure the property and items provided all times to comply with local and personal insurance requirements.
10. The Owner reserves the right to charge a callout fee of £25.00 per hour either in the event that the client wishes the Owners representative to attend the property outside of normal working hours or that the keys to the Property have been mislaid and the client requires access. This hourly charge does not include the replacement of any lost keys and administration.
11. Except in respect of death or personal injury, if the Owner or the Owner, Agent or representative is found liable to the client on any basis, the maximum amount the Owner or the Agent will have to pay to the client is the amount of the Holiday Rental (less fees paid by

the owner or agent). Neither the Owner, representatives nor the Agent shall be liable to the client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Owner or the Agent, their representatives or agents or otherwise) which arise out of or in connection with these.

12. Every effort is made to ensure all items of equipment described and supplied by the Owners are in good working order; however no guarantee is given or liability accepted if breakdowns occur before or during a holiday. Whilst the Owner representative and/or Owner will endeavour to organise repairs or replacements as quickly as possible, delays may occur, particularly during the main season.
13. In the event that a property becomes unavailable for reasons beyond the control of the Owner, the owner will work with the Agent who will make every effort to find a suitable alternative property for the Holiday Period, but otherwise the Holiday Rental and any other sums paid by the client will be refunded. The client will have no further claim against the Owner or the Agent.
14. the client's rights are acknowledged and confirmed. Nothing in these Conditions affects liability for death or personal injury caused by the Owner's or Agent's negligence or for fraudulent misrepresentation, or statutory rights as a consumer.
15. Validity - In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.

## **GOVERNING LAW AND JURISDICTION**

1. Any dispute will be governed by the non-exclusive law and jurisdiction of the English Courts.

## **COMPLAINTS**

1. We aim to ensure our clients concerns are addressed and hence all complaints must be notified to the Owner as soon as reasonably practicable and whilst at the property. If notified quickly we may be able to resolve with little or no inconvenience to our client whilst they are out touring. The client is to use text, email and a phone call to ensure contact is made.
2. The client has permission to use the phone to call us for 1. above.
3. As the owners or their agents may require to carry out an on-the-spot investigation and if necessary remedial repairs, Guests have a legal obligation to mitigate their loss and the owners loss by allowing access. Where water leaks are found the mains stop tap (to the right of the oven and under the base unit)
4. Neither the Owner nor the Agent accepts responsibility for work taking place outside the boundary of a Property, or for noise or nuisance resulting from third party activity over which the Owner or the Agent has no control.
5. If the Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the guest will

waive all rights.

6. It is neither fair or reasonable and hence we cannot accept complaints or negative reviews after the holiday has ended and where we were not given reasonable time or access to readdress the nature of the complaint during your stay.

## **5. SECURITY POLICY**

1. The client booking the property must provide the following:
2. Name, full permanent address, fixed & mobile number and email address
3. Their passport details
4. The names and ages of all persons residing within the property under 25 years of age.
5. Where booked via the UK, their bank sort and account numbers (this allows for the security deposit return too under the terms of the booking).

## **DATA PROTECTION**

1. We do not share any data with any other third party except for payment charges, refunds or communication with our agents for administration or checking in/out.

## **INTELLECTUAL PROPERTY**

1. All copyright, database rights, trade marks and design rights ("Intellectual Property") in our site and in the material published on it belong to us, our licensors or our Advertisers.
2. You may download material from our site for the sole purpose of using our site, but you must not copy, transmit, modify, republish, save, pass off or link to any content or material on our site without our prior written consent.