

## La Vieille Ferme Terms and conditions

- **Provisional bookings** will be held up to 4 days pending confirmation of receipt of a non-refundable deposit of 30% and return of the signed contract. An invoice will be returned as **formal confirmation of the booking**.
- **Payment** in full is due 8 weeks prior to the date of arrival along with the security deposit. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. The client remains liable to pay the balance of rental unless the Owner is able to find another rental.
- **In the case of cancellations**, we regret that the 30% deposit remains non-refundable. Cancellations made after the 8 week balance payment, will only be refunded if the Owner is able to re-let the property for the specified dates. If a replacement booking is not found the guest remains liable for the full rental price. Should the Owner manage to re-let the property for the same period you had booked, the Owner will refund all monies paid.  
**Cancellation by the Owner:** Should the Owner have to make a significant change to or cancel your holiday for any reason, you have the option of accepting the change, or booking an alternative property (if available) with you paying or receiving any difference in price, or cancelling your booking and receiving a full refund of all monies paid.  
**Insurance:** To cover any unforeseen circumstances or illness we **strongly advise** all our guests to take out a **comprehensive travel/holiday insurance policy**, including a cancellation clause. We do, of course, have full liability cover.
- **A security deposit** of between **£200 and £300 (depending on the property)** will be required with the final payment. This will be paid by bank transfer prior to arrival. Cheques are not acceptable. The security deposit is to cover any eventual breakages and any abnormal cleaning costs. The deposit will be refunded following your departure and after inspection to confirm the property has been returned in the correct condition. Each property is provided with guidance and terms of use regarding the property and its contents and failure to comply with these terms of use of the property will leave the clients responsible for any damage that occurs as a consequence.  
  
 The sum of 2.00 Euros will be charged per broken kitchen item. Please do not replace items as we prefer to ensure that the crockery/ glasses are all matching/suitable. Thank you.  
**Any breakage or malfunction should be reported as soon as it occurs**, if something should remain unreported the guest may find themselves held responsible
- **Tariff:** Rental prices may increase/decrease at any time (updated on Owner's Website) but not after your booking has been confirmed. Prices include gas, electricity and water, the use of the property and contents, its swimming pool and grounds (unless otherwise stated on your contract). Heating will be extra, this varies upon the property, please check with the Owner. Mobile phone reception is sometimes unreliable in the region. Internet & e-mail wi-fi access is available. Internet is provided on a broadband system and as such may not be as powerful or reliable as found in urban locations. Also, due to the cottages' thick stone walls it will not be available in all rooms of the property.
- Please note, changes & errors occasionally occur. At the time of booking & on receipt of your confirmation, invoice and directions to the property, you must check all the details of your chosen holiday.
- **Cleaning**  
 You and all your party agree to keep the property clean and tidy and to vacate the property in a similar state of cleanliness as found upon arrival.  
**The Owner reserves the right to make a retention claim, to withdraw from the security deposit monies, to cover additional cleaning costs if the property is left in an unacceptable condition.** The property cannot be checked at 10am on the morning of your departure and for this reason please note deposits cannot be returned until a full inspection has been made. Please note this particularly includes the oven, hob, refrigerator, barbecue and all kitchen utensils.
- **Complaints:** Occasionally problems may arise. If any equipment/ appliances do not function correctly or if guests have a complaint it is essential that these are reported **immediately**. Firstly guests should contact the property owner, allowing all efforts to be made to correct the situation immediately. If not

- the Owner cannot be held responsible. If any defects remain unreported guests may find themselves held responsible. Comments or complaints made after departure should be done so within 28 days.
- **Force Majeure:** Except where otherwise expressly stated in these booking conditions, the Owner cannot accept any liability where the performance or prompt performance of the Owner's contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these Booking Conditions, "force majeure" means any event which the Owner could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire & all similar events outside our control.

The Owner is not responsible for any loss of services, such as internet, water or electricity, which occurs before arrival at the Owner's property or during your stay and is the responsibility of another legal provider i.e. an electrical or water company. You are advised to ensure you have appropriate insurance to cover you should the property not be habitable because of a failure in supply of utilities by such third party companies.

- **Sleeping numbers:** the sleeping capacity stated per property must not under any circumstances be exceeded.
- **Swimming Pools :** Will normally be available from the 15<sup>th</sup> May – 14<sup>th</sup> September. However this cannot be guaranteed. Please ask, when booking, for details. Diving is not permitted.
- **Animals:** The property does not accept domestic animals as the property is already the happy home of three goats, four cats and several chickens!
- **Local wildlife:** The properties are rural country properties. Tenants must expect the presence of animals, birds, insects and suchlike. In certain weather conditions/seasons these may be heard or seen in the house. The Owner will help to resolve such inconveniences as quickly as possible but this must be accepted by guests as an inherent part of rural life.
- **In the event of failure to respect any property and grounds:** The Owner reserves the right to take any appropriate action, including immediate termination of the tenancy (when no refunds will be made and the Owner will have no further liability to you) if any property including the pool and its grounds are abused or misused or if the number of persons staying at the property exceeds the number stated on your booking form. A new law requires pool safety measures but specifically states that parents are primarily responsible for the safety of children and does not negate parental responsibility. Gates into the pool area must remain shut so that young children cannot gain unsupervised access. Parking caravans or pitching tents is not permitted. Damage to the property or linings of swimming pools as a result of the fault or abuse (wilful, negligent or otherwise) of the tenants will be fully charged including cost of replacing a liner and consequential loss re future lettings. Tenants must not touch or interfere with any pool equipment or materials or similar equipment. Tenants are expected to behave in a circumspect manner at all times & to abide by any house rules.
- **Arrivals and departures** In order to prepare the houses for your comfort we ask that arrival be **no earlier than 17h00**. Departure must be no later than **10h.00** If this should cause any problems please discuss this with the Owner and when practical other arrangements may be made.
- **Payments:** Payments may be paid by bank transfer. Details of the Owner's account will be supplied to clients by the Owner.

Unfortunately credit card payments cannot be accepted at this time.

- **The property owners have full public liability insurance. Parents/guardians with children are ENTIRELY responsible for the correct surveillance of infants by swimming pools and all other parts of the property. NO responsibility will be accepted for accidents occurring on the property.**

DATED..... SIGNED.....

(Please keep a copy for your reference and return the signed conditions sheet with your reservation)

**Definition of 'Force Majeure':**

The Owner shall not be liable to the Client–

- For any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment or machinery or appliance in the property, garden or swimming pool.
- for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner
- for any loss, damage or inconvenience caused to or suffered by the Client if the Property shall be destroyed or substantially damaged **before** the start of the rental period and in any such event, the Owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
- Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

This contract shall be governed by French law in every particular including formation and interpretation and shall be deemed to have been made in France. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in France.

Please note that these booking conditions will be included in our confirmation invoice/statement.