

++PLEASE PRINT AND TAKE WITH YOU ++

Page 1 of 5

Thank you for booking 115, Green Beach. Here is the formal stuff.

### **Booking/ Rental Terms and Conditions**

These booking conditions (the "Booking Conditions") are between the property owner ("we", "us" and "our" "owner") and the holidaymaker(s) who book our property (the "Property"). References to "you" or "renter" "your" are references to the person making the booking ("Booking") and all members of the holiday Party as per email through Holiday Lettings/Trip Adviser, Holiday France Direct, or privately.

Any Booking is subject to the conditions below. These Booking Conditions form the basis of your contract with us so please read them carefully.

The Renter shall rent the property Maison 115, Residences Green Beach, Rue de l'Abbe Lemazurier, Port en Bessin Huppain, 14520, France.

#### **1. To book the Property**

You should make the payment specified in the initial quote we email to you (the "Quote"). If the Quote stipulates that you pay an initial deposit (the "Initial Deposit") followed by a balance payment (the "Balance"), you must make both payments within the time periods specified. If the Quote asks you to make a payment in full, you must pay the full amount by the due date.

If the Quote specifies that any damage deposit (the "Damage Deposit") and/or a cleaning or other fee(s) ("Other Fee(s)") is payable, you must also make that/those payment(s) within the time period specified.

Once the Initial Deposit/full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to these Booking Conditions. Payment is considered as acceptance of this contract.

You should carefully check the details of your booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.

In making a deposit you are accepting these Terms and Conditions in full.

#### **2. Paying for your booking**

Where you have only paid an Initial Deposit, you are required to send to us your payment for the Balance and the Damage Deposit and/or Other Fee(s) within a certain period prior to the arrival date specified in your Quote (the "Arrival Date"). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.

### 3. Damage Deposit

The Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay, or for excessive cleaning. We will return the Damage Deposit to you following the return of the keys to the Key Deposit Box and inspection of the property, less any deductions in accordance with the conditions listed above. Any Cleaning Fee will be used to clean the Property, furnishings, fixtures and fittings following your stay and is non-refundable. Any Other Fee(s) will be described in the Quote and are non-refundable.

### 4. If you cancel or amend your Booking

If you need to cancel or amend your Booking you must email us as soon as possible.

You may cancel free of charge up to 24 hours after your booking is confirmed, provided your stay is at least 60 days away.

A cancellation will not take effect until we receive confirmation via email from you.

The cancellation policy described in your Quote ("Cancellation Policy") applies to your booking and is "Super Strict" as per the Holiday Lettings website. This means that if you cancel after 24 hours of the initial booking confirmation then any money you have paid cannot be refunded.

### 5. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

### 6. Your obligations

You agree to comply with the regulations set out in any property manual, at the main site reception and other regulations specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in excellent condition. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

Check-in/out: Check-in is after 4pm on the date of arrival and check-out before 10.00am on the date of departure. This allows time to properly clean the property. We will let you know about Key Pickup arrangements once the payment details are sorted.

Occupants: Strictly limited to those listed in this contract and returned to us, in line with emails/booking form; maximum number of occupants is 5.

The apartment and its contents must be left clean and tidy at the end of the rental period (e.g. dishes washed, all garbage removed). For hygiene reasons, a wet bed will result in the Renter being charged for a new mattress.

Bed linen and towels are provided unless otherwise stated. Regardless, bring own beach towels with you as they are not provided. For hygiene and condition reasons use of the property towels at the pool, will result in the Renter being charged for new towels.

BBQ's are not permitted anywhere on the site.

Outside: Enjoy free use of the pools when open. It is prohibited to use internal chairs, cushions or bean bag outside, or to use the private outside chairs/sunbeds belonging with the property (115) by the pools. Communal poolside furniture is provided. Regrettably we cannot guarantee pool opening times as these are affected by maintenance schedules and the weather, which are outside our control.

Dishwasher: Remember to wash your dishes! Dishwasher requires 3-in-1 tablets, consisting of salt, detergent and rinse-aid; salt is critical to avoid damage to the dishwasher due to the hard water in Normandy. This will help us maintain our high standards and keep maintenance costs down. Tablets are available at supermarkets.

Washing Machine: Liquid detergent only must be used in the washing machine and placed in the drum; this is critical to avoid damage to the washing machine and drain pipes as powder detergent builds up in the drain pipes; liquid detergent is available at supermarkets. No fabric conditioner in the soap dispenser.

Security: Lock the front door and close all windows upstairs and downstairs when you are not inside the property. Failure to comply will leave the Renter liable for the cost of all items stolen or damaged, on a new- for-old basis.

Supplies: Provide your own groceries and household goods, e.g. soaps, shampoo, detergents, toilet paper etc., as this accommodation is booked on a self-catering basis. We try to leave soap and toilet paper for the initial day or so.

Noise Regulations: Respect that the apartments are located in family-oriented locations, offering privacy and tranquillity. Therefore no loud partying is allowed to respect the other guests. The Renter's stay may be terminated if this condition is not met.

You agree to take all necessary steps to safeguard your personal property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). The use of the accommodation and amenities are offered on the condition that they are used entirely at the Renter's own risk. The Owner cannot accept responsibility for accidents, injuries, illness, death, loss, or damage to users' or visitors' property or belongings, including motor vehicles, however caused.

You cannot allow more people to stay in the Property nor can you change the makeup of the party during your stay in the Property.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.

No pets or smoking permitted; admission will be refused or terminated if these conditions are not met.

Smoking: Strictly no smoking inside apartment on or around the private terrace, or in the communal area to the front of 115, unless you are using one of the designated cigarette bins.

We can refuse to hand over the Property to you or can require you to leave it. We will treat any breaches of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us in those circumstances. Any refund will be at our sole discretion.

## 7. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.

Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

## 8. Our liability

Force Majeure: In the unlikely event that the accommodation is rendered uninhabitable due to fire, earthquake or any other means beyond owner control, Owner liability will be limited to a refund of the monies paid only.

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking.

We shall not be liable for any losses which are not a foreseeable consequence of us breaking these. Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you. We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

## 9. General

You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent. If at any time any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission. These Booking Conditions, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.

Once we have received a deposit payment we will send you our Brittany Ferry Discount Code. Once we receive your final balance payment then we will send detailed directions and key details etc. by return.