

Booking Terms & Conditions for La Ville au Tady, Guegon, France

1. The property, a holiday cottage, is offered for **holiday rental** subject to confirmation by the Owners, Martin & Esther Selway 298 Burnley Road, Cliviger, Burnley BB10 4SP, UK, to the renter, the Client.
2. The payment of the **non-refundable deposit** (25% of the total rent due) secures the booking.
3. The **balance** of the rental is payable not less than eight weeks before the start of the rental period. If payments are not received by the due dates the Owner reserves the right to give notice in writing that the reservation is cancelled. The booking deposit will not be refunded.
4. Reservations made **within eight weeks** of the start of the rental period require full payment at the time of booking.
5. A **Security Deposit** of £100 is payable for every rental period. The security deposit is payable as a separate amount to the Owner upon request. The security deposit is to cover excess costs, for example, damage to the property or its contents. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Owner will account to the Client for the security deposit and refund the balance due, after any deductions for such damage, within seven days of the end of the rental period.
6. The Client should notify the Owner immediately in writing if he/she wishes to **cancel the Booking**. The cancellation only takes effect when the Owner has received written confirmation from the client. If the Booking is cancelled after the balance of the rental charge becomes payable, such balance shall remain payable notwithstanding cancellation. No refunds will be given on the cancellation of a booking by the Client.
7. The client is strongly recommended to arrange a **comprehensive travel insurance policy**, including cancellation cover, and to have full cover for the party's personal belongings, public liability etc., since these are not covered by the Owner's insurance.
8. The rental period shall **commence** at 16.00 hours on the first day and **finish** at 10.00 hours on the last day. The Owner shall not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated. The Owner reserves the right to charge an additional day's rental fee for any rentals not vacated on time. These times can be flexible by prior arrangement with the Owner. Please note that during the peak summer period the changeover day is a Saturday. Outside of this period changeover days are flexible by arrangement with the Owner.
9. The **maximum numbers** to reside in the property must not exceed six persons (plus 1 baby) unless the Owner has given written permission.
10. We regret that we cannot accept guests with **pets**. **Smoking** is not allowed in the cottage.
11. The holiday price will include reasonable use of **gas, electricity, water and logs**. Excessive use of fuel may incur a surcharge.
12. The use of additional facilities, such as the use of **pedal cycles, telephone, internet access**, are provided subject to availability and may be withdrawn at any time. The availability of these additional services does not form part of the contract to provide accommodation. Use of the telephone signifies agreement to pay for any calls made at the rate charged by France Telecom, and this cost will be payable/deducted from the security deposit.

13. The Client agrees to be a **considerate tenant**, to take good care of the property and its contents and to leave it in a clean and tidy condition at the end of the rental period. The furniture, fixtures and effects must be left in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted). The Client is liable to the Owner for the value of any part of the Accommodation, furniture, fixtures, fittings and effects destroyed or damaged. Breakages and damage must be reported as soon as possible.
14. Please leave the cottage in a similar condition to as you find it – a **normal clean** of the cottage is included in the rental cost, but any additional time will have to be charged as extra, e.g. the dishes & pans should be washed and put away and furniture left in the same place you found it.
15. The cycles, barbecue, indoor & outdoor games are all provided for your enjoyment, but our housekeeper does not have time to check these during changeovers. If you use these items, please ensure they are **left in a clean & usable condition** ready for the next guests.
16. The Client agrees not to act in any way, which would cause a **disturbance** to neighbouring properties.
17. The Client will be issued with the key code to access a **key** to the accommodation on the first day of the Holiday Period and the Visitor must return the key to the key safe on the last day of the holiday rental or the date of departure, if earlier. Failure to do so will incur the cost of a replacement.
18. The Client shall report to the Owner without any delay any **defects** in the Property or breakdown in the equipment or appliances in the Property or garden, and arrangements for repair and/or replacement will be made as soon as possible.
19. The Owner and/or its agents reserve the **right to enter the accommodation** and grounds at any reasonable time on reasonable cause. This includes access for grass cutting, which is carried out fortnightly during the summer, and any essential repairs or maintenance.
20. The contract to provide the cottage is between the Owner and the Client and the **booking is not transferrable** without the written permission of the Owner.
21. The Owner **shall not be liable** to the Client:
 - a) For any temporary defect or stoppage in the supply of public services to the property, nor in respect of any equipment, plant, machinery or appliance in the property or garden.
 - b) 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.
 - c) 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 all sums previously paid in respect of the rental period.
22. Under no circumstances shall the **Owner's liability** to the Client exceed the amount paid to the Owner for the rental period.
23. The use of our facilities is entirely **at your own risk** and while we make every effort to ensure your safety, we cannot be held liable for any loss, injury or damage to persons or property during your stay. Please check all equipment prior to use to ensure it is safe and fit for use e.g. cycles, swings, axe.
24. The construction, validity and performance of the Agreement shall be governed by the **law of England and Wales**, and both parties submit to the exclusive jurisdiction of the Courts in England and Wales.