

BOOKING CONDITIONS

1. Definitions

The Owner – Mr & Mrs MARTIN

The Client – Person signing the booking form

The Property – Holiday accommodation named on the booking form

2. Reservations

To reserve the “gîte”, the Client should complete and sign the booking form and return it together with payment of the initial non-refundable deposit (30% of the total rent due). This is the formal acceptance of the booking. This must be paid within 10 days.

Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.

3. Payment

The balance of the rent is payable not less than eight weeks before the start of the rental period. 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 will remain liable to pay the balance of the rent unless the Owner is able to re-let the property.

4. Cancellation

In the event that it is necessary for the Client to cancel the booking, the client should notify the Owner in writing. If notification is received 8 weeks or more before the arrival date the Client will remain liable for 25% of the cost. If notification is received later than 8 weeks prior to the arrival date the Client will remain liable for the balance of the total cost. No refund will be made for any booking cancelled later than 8 weeks prior to the arrival date. If payment is not received by the due date, the Owner reserves the right to cancel the booking, which will be notified to the Client in writing.

If for any reason the Owner is obliged to cancel the booking, other than for non-payment, all monies paid at that time will be refunded. This is the limit of the Owners' liability to the Client.

5. Insurance

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. In any event the initial 30% deposit will be retained by the Owner.

6. Security deposit

The security deposit of 400 € must be given on arrival. It could be by cheque or by credit card. It is not cashed. It is destroyed in the 10 days after the trip.

Costs for any damage necessitated by the state of the premises on the clients' departure will be deducted from the security deposit. 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 within two weeks after the end of the rental period.

7. Occupancy

The rental period shall commence at 5.00 pm on the first day and finish at 9.30 am 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.

8. Visitors

The maximum agreed occupancy as stated on the booking form must not be exceeded, and infants and children must be included when stating numbers in the party. **The Client may make a request to The Owner for additional non-resident guests to be admitted. Agreement to such a request is at the discretion of The Owner and may be subject to a day rate charge.**

9. Behaviour

The rental is for the purpose of the clients holiday and the client agrees to be a considerate tenant and ensure that neither he nor any member of his party causes any disturbance to others or neighbouring the site including the owner and the members of the owners family. In the event of unacceptable behaviour in the view of the owner, ultimately, the client will be asked to leave the site without compensation.

10. Rent includes: use of the Gîte and all facilities, water and electricity consumption, overnight tax and TVA (VAT) and a final clean. It does not include any breakages, insurance, the washing machine or special cleaning. Any chargeable expenses incurred during the client's stay must be paid in euros prior to departure.

11. Unless the client upon arrival shows that the Gîte is and its contents do not comply with the description, the client is deemed to be in possession of the Gîte. The Client shall report to the Owner without delay any defects in the Gîte or facilities or breakdown in the equipment, plant, machinery or appliances in the garden or swimming pool, and arrangements for repair or replacement shall be made as soon as possible.

12. Linen and Cleaning

Beds made up will be provided at the commencement of the occupancy.

If towels are rented; they must not be removed from the Property at any time. If the Client requires a change of bed linen mid-stay, this will be chargeable.

The Property will be thoroughly cleaned immediately prior to your occupancy. The Client is not responsible for cleaning the Property at the end of the occupancy. However, the Client is expected to leave the Property in a reasonable condition, including cleaning the barbecue grill and oven pans. All crockery, cutlery and kitchen utensils should be left clean and put in order. All furniture should be returned to its' original position. If in the opinion of the Owner, the Property is left in an unacceptable condition, the Owner reserves the right to deduct a surcharge from the security deposit to cover exceptional cleaning costs.

13. Pets and Smoking

No pets of any kind are allowed in the Property or grounds. Smoking is not permitted inside the Property, in the bar and in the swimming pool area.

14. Caravans and Tents

Caravans, motor homes or tents are not permitted anywhere in the grounds or car parking areas.

15. Swimming Pool

The swimming pool is 14m x 7m and is heated from 1st May to 30th September, and may be heated outside of this period subject to weather conditions. The swimming pool is fenced and complies with French safety laws. These are subject to legal regulations and may therefore be varied from time to time by the Owner. The Owner reserves the right to temporarily suspend use of the swimming pool in order to carry out emergency maintenance.

Use of the facilities shall at all times be entirely at the clients' sole risk. In particular all children under the age of 12 must be accompanied by an adult within or in the vicinity of the pool. Smoking and topless sunbathing are not allowed in the swimming pool area.

16. Disclaimer

Use of any of the site facilities, including but not limited to the swimming pool, shall at all times be at the Clients' sole risk. The Client accepts responsibility for the supervision at all times of any children in the Client's party.

The Owner shall not be liable to the Client for any temporary defect or stoppage in the supply of public services to the site nor in respect of the temporary defect or stoppage of any equipment, plant, machinery or appliance in the Property or site facilities.

The Owner, however, will use his best endeavours to repair or replace any equipment, plant, machinery or appliance which is the subject of a temporary defect or stoppage as soon as is practicable.

The Owner shall not be liable to the Client:

_ for the theft or loss of any belongings, personal effects or vehicle of the Client or the Clients' party during his stay, or for the injury or damage to the Client or any member of the Clients' party whilst using the Property, any part of the site or car parking areas.

_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 Gîte shall be destroyed or substantially damaged before the end 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.

17. Information

Whilst every effort has been made to ensure that our information is accurate, no liability will be created on the part of the Owner for any error or omission in any advertising or marketing literature, including information contained on the Owners' website.

18. Acceptance of Booking Conditions

Completion and signing of the booking form implies knowledge and acceptance of these terms and conditions, and the Client is responsible for all members of his party adhering to these terms and conditions

Mr and Mrs MARTIN THIERRY / SIRET N° 52286753000027 / RCS SAINTES