

## **Booking Terms and Conditions**

### **Payment**

Payment should be made in Sterling but it can be made in Euros by prior agreement. Cheques should be made payable to V Nelson-Piercy or details for a direct bank transfer can be provided. Charges for transfer to Euro a/c must be borne by the person making the booking.

In order to secure a booking an initial deposit of £150/week is required immediately. As well as this, a returnable £150 security deposit must be paid together with the balance, eight weeks before your holiday starts. This sum will be refunded, usually in the week after your stay, assuming the conditions outlined in the Terms and Conditions have been satisfied.

10% should be deducted from the rate for second and third weeks of booking.

If a confirmed booking is made before 31 January, please deduct a further 10% from the total. The balance of the total amount is to be paid 8 weeks prior to the start date of the rental. If booking within 8 weeks of your holiday, full payment is due with booking.

### **Deposits & Confirmation**

On receipt of your completed booking form and initial deposit payment of £150/week your holiday is confirmed. The contract shall exist between you and us and this contract in all circumstances is governed by these booking conditions. In entering into an agreement with us, you accept that, as party leader, you are entering into this contract on behalf of the entire party.

### **Balance**

Full payment of the balance as shown on your confirmation invoice as well as the returnable security deposit of £150 is due 8 weeks prior to departure, or immediately if the booking is within 8 weeks of departure. If the payment is not received at this point, we reserve the right to cancel your holiday and levy cancellation charges as detailed below.

### **Security Deposit**

A sum of £150 should be paid at the same time as the balance to act as a security deposit. This sum will be returned in the week after departure providing no damage has occurred. On departure the group leader is asked to mention any damage, loss, or breakage that has occurred. This will be checked at the time by us or our representative in the area but we reserve the right to make you aware, after your departure, of damage that went unnoticed or was hidden at the time of departure.

### **Cleaning**

At the end of your stay, occupants are required to leave the property in a similar clean state as it was in on arrival. You have the option of asking for the gite to be cleaned at the end of your stay, which will cost £30. A charge of £30 will be levied if the gite is not deemed to be in a clean and tidy state which will be deducted from the security deposit. However, if left as it was found no charge will be made.

### **Amendments by you**

Any amendments must be confirmed in writing. They will come into effect on the day that they are received. You hereby agree to indemnify us for any reasonable expenses incurred in making an amendment.

### **Alterations by us**

In the unlikely event that any alteration is made by us which is deemed to be significant (for example a change of dates), you have the right to cancel the holiday if you wish. Should you cancel in such circumstances you will receive a full refund.

Please note that we shall not be liable for any refund should we be forced to cancel or change your holiday due to circumstances amounting to Force Majeure. Such circumstances shall include, but are not limited to, war or threat of war, act of terrorism or threat thereof, riot, civil strife, industrial disruption, natural disasters, fire, technical problems, adverse weather, governmental action and similar events beyond our control.

### **Cancellation by you**

Should you cancel your holiday for whatever reason charges will be levied as detailed below. Cancellations will come into effect the day written notice is received by us and will be refunded as shown.

<i>Days before departure</i>	<i>Cancellation charge (total invoice %)</i>
More than 56 days	Deposit only
56-29 days	40%
28-15 days	65%
14-8 days	85%
7-0 days	100%

If no written notice of cancellation is received and you do not travel, cancellation is deemed to have been received on the day of departure.

### **Health, Passports & Visas**

EU Nationals are advised to hold a full passport valid for the duration of the holiday and for at least six months after your return journey. Vaccinations are not currently required to enter France. Non-EU Nationals are advised to contact your local French Consulate for further information.

For your own protection, we advise you to take out personal holiday insurance for all members of the party to cover personal risks and liabilities including cancellation. We also advise UK citizens to carry an EHIC card.

### **Transport**

It is your responsibility to organise your own group's travel. We cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents and no credit or refund will be given if you fail to take up a component of your holiday as a result. We are also not responsible for any flight delays.

### **Problems**

If you are ever unhappy with any aspect of your holiday, you must address your complaint immediately to us, if we are in residence, or to our representative in the area, (details of whom are in the gite). Any problem which threatens seriously to affect your enjoyment of the holiday must be reported to us or our local representative by telephone within 48 hours of such a matter arising and confirmed in writing as soon as possible. The obligation on your part to telephone us whilst you are at the property gives us the opportunity of carrying out remedial action. We accept no liability for claims not dealt with in accordance with these terms and in particular where we are not given the opportunity to rectify the matter, which this procedure is intended to allow. The contract between you and us is subject to English law and the exclusive jurisdiction of the English courts.

**Prices**

We reserve the right to change the price of unsold holidays at any time. Please check the applicable price of your chosen holiday at the time of booking.

**Your obligations**

The property is our home - please treat it and its contents with respect and care, as would any careful and responsible tenant. You are obliged to do so. Both we and our local representative reserve the right to remove you from the property without notice and without compensation in the event of serious misuse, abuse or damage of the property and its contents.

As part of this contract you hereby agree to guarantee payment for any chargeable services requested by any member of your group both before and during your holiday.

We reserve the right to recover from you the cost of breakages, damage to accommodation etc caused with or without intent by you or any member of your party. We do not accept liability for financial loss or damage to property suffered by you other than due to the negligence of us or our employees.

This property has a septic tank and it is essential that instructions are carried out accurately and that only products provided by the owner are used e.g. never put bleach in a lavatory connected to a septic tank

Except where cleaning services are expressly provided for, you are responsible for cleaning the property prior to your departure and leaving it in a proper state and condition to the reasonable satisfaction of the owner. You are required to make arrangements with us or our local representative for the property to be inspected before your departure as indicated above under the terms relating to "the Deposit". If you are unhappy with the cleanliness of your house upon arrival, you must inform us or our local representative immediately.

You are not allowed to occupy the property other than by and with the number and identity of the persons disclosed on the original booking with us.

Pets are not accepted and the buildings insurance clearly stipulates that it is a non-smoking building.

**Exclusions and Our Liabilities**

You are asked to read these terms most carefully in order to understand what is provided by us in relation to the property, the price and other terms and so that you clearly understand the limits of our responsibilities and the extent of your own.

Please note that in the event of a material change in the booking or in the event of cancellation by us our responsibility to you is limited to a refund of all monies paid by you to us.

Under no circumstances shall our liability to you exceed the amount paid for the total rental.

Please note that we are not liable 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, garden or swimming pool.

It is the responsibility of you and your group to judge the suitability of any local adventure activities you undertake. If you or any member of your group partake in an activity on our recommendation, we will not be liable for any injuries, howsoever caused.

**Swimming Pool**

Children under the age of 12 and non-competent swimmers must be supervised at all times whilst in or around the swimming pool. The use of the swimming pool, accommodation and amenities is entirely at the user's risk and no responsibility can be accepted for injury or death to a user or visitor, or loss or damage to the user's or visitor's belongings. On signing the rental agreement you are agreeing to these stipulations.

There is a fully electric pool cover with security key. It is the tenants' sole responsibility to ensure that this is used in accordance with the composition of his or her party in order to prevent accident or death, whether to incompetent or non-swimmers, the young, elderly or infirm or others whose impaired state might otherwise compromise normal swimming ability.

**Safety and security**

Some standards of safety and hygiene in France may differ from those in the UK. Our house meets local safety standards. It is important to shut the shutters of the house when you go out and to lock up. Even if you are only at the pool it is advisable to take security precautions. It is common sense not to leave valuables in your car.

**Electricity and water** The French have different standards for electrical fittings and plumbing. Please note that electricity and water are expensive in France.