

L'Occitan Verdoyant

TERMS & CONDITIONS

10th May, 2018

Make your holiday a relaxing and enjoyable time by knowing as much as possible about staying in our wonderful property. Please read these terms and conditions. They may be updated from time to time, and the most current edition will be available in the accommodation.

RENTAL AGREEMENT

The parties agree to the terms of this Short Term Rental Agreement as evidenced by exchange of correspondence between the parties.

This Short Term Rental Agreement (the "Agreement") is made by and between the property owners William McDonald and Vanessa Howard ("Homeowner") and renter ("Guest") as of the date set forth in email exchange confirming the reservation. The person that makes the booking must be over 21 years of age and a member of the party occupying the property. By confirming a reservation via email/telephone/mail the Guest acknowledges that they have read and understood the terms and conditions below of the rental.

By paying the booking deposit (or entire rental in case of a late booking) the "Guest" confirms that they have agreed to these terms and conditions.

Email and telephone bookings are honoured for 7 days, after which, if the deposit and booking form are not received, the reservation will be cancelled and the property re-advertised.

1. THE PROPERTY

The property offered for rental is the gite known as 'Beaux Souvenirs' located at L'Occitan Verdoyant, 27-29 Avenue de Nontron, 24450 Miallet, France.

2. RENTAL PARTY

The booking is only for the people named on the booking form.

NO PETS are allowed on the premises at any time, sorry.

3. MAXIMUM OCCUPANCY

The maximum number of occupants in this property is four adults. This occupancy level is to ensure the comfort of Guests. If the number of vacationers exceeds the booking capacity, additional guests will not be accepted. Any amendment to or breaking of the contract will be considered to be at the Guest's initiative.

4. AVAILABILITY

This contract is made under the assumption that the property and facilities are available as published for the dates stated. In the highly unlikely event that it is not available due

to events arising outside of the control of the Homeowner that causes the Homeowner to cancel the booking. The Guest will be notified as soon as possible and are entitled to a full refund of all monies paid. The Guest will not have as a result any further claims against the Homeowner.

5. RENTAL PERIOD

The period of rental begins at 4pm on the stated Check-in date and ends at 10am on the Check-out date. Changes to these times are at the discretion of the Homeowner and may be subject to additional charges.

6. RENTAL RULES

Guests agree to abide by the Rental Rules at all times while at the property which includes anyone else invited by the said Guests.

7. ACCESS

Guests should allow Homeowners access to the property for purposes of renewal, repair and inspection. Homeowners shall exercise this right of access in a reasonable manner.

8. RENTAL RATES & FEES

All bookings are provisional until confirmed by email and the Guests deposit/full payment received. Prices are as quoted, but the homeowner reserves the right to correct any error.

a. RENTAL DEPOSIT

The payment of a 25% non-refundable deposit within 7 days of booking ensures reservation and is subject to acceptance of our terms and conditions. Bookings are provisional until a deposit has been received, after which time the Homeowner will issue a Confirmation of Booking.

b. BALANCE

The balance is payable 10 weeks before the arrival date. If the booking is made within 10 weeks of the Check-in date then the full amount is payable immediately. On receipt of the Balance Payment, the Guest will receive details of key collection and directions. Non-payment of the Balance on or after the due date may be construed as a cancellation of the contract by the Guest.

c. SECURITY DEPOSIT

A security deposit of £250/€300 is to be paid along with the balance of the rental. This deposit is required in case it needs to cover the cost of any damage or breakages to or at the property. Or any dirt/ mess requiring excessive cleaning (including the barbecue) and any missing items. This also includes any other cost incurred by the Homeowner due to a Guests stay. The property will be inspected after departure and the Guest will be notified of any damage, breakages or missing items found other than those that may have been already reported. The deposit will normally be returned within 7 days after the rental.

The Homeowner reserve the right to withhold the security deposit for longer than 7 days if there is a dispute over damage, or is awaiting bills/proof of damage.

9. TAX DE SEJOUR

A Tourist Tax of 0.55 € per person/per day is levied by the tourist office in nearby Thiviers and is payable by the Guest at the end of the holiday prior to departure.

10. CANCELLATION

It is strongly recommended that Guests take out holiday insurance when booking. The Homeowner will provide any documentation needed by the Guests insurers should it be necessary to cancel. Cancellations must be made in writing and the charges are as follows;-

- The deposit is non-refundable
- A 50% refund of the total cost if cancelled at least 8 weeks before check-in
- A 25% refund of the total cost if cancelled at least 4 weeks before check-in
- Less than 4 weeks 100% of the total cost

11. TRAVEL INSURANCE

It is strongly advise that holiday insurance be taken out by the Guest to cover holiday cancellation and all accidents, injuries or illness that occurs while on the premises or its facilities.

The Homeowner is not responsible for the loss of personal belongings or valuables of the Guest. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of the harm arising from their use of the premises or others whom they invite to use the premises. Guests are to ensure they have adequate travel insurance against losses, physical/emotional harm and medical assistance during their stay and waive their right to pursue legal action against the Homeowner deemed as criminal under French Law.

The Homeowner also cannot be held responsible for conditions outside their control e.g. cancelled or delayed flights, restrictive weather or where the Guest is unable to arrive at the property during the period that it is booked.

12. RENTAL RULES

a. Smoking including e-cigarettes, **is not permitted inside any area of the property** or whilst next to an open window as the smoke can blow back into the room. Failure to adhere to this will result in the forfeit of the damage deposit, to pay for additional cleaning.

b. People other than the Guest party may not stay overnight in the property. Any other person in the property is the sole responsibility of the Guest.

c. Numbers in excess of those agreed on the booking form, sub-letting or reassignment of the accommodation are not permitted without the express written agreement of the Homeowner.

d. Any damages must be reported as soon as logically possible.

e. Guests must keep the property and all furnishings in good order

The house is on mains water but the gite is on a small septic tank. Please use the toilet paper provided and **do not flush** other larger things down it such as sanitary items. A blocked system due to misuse will have to be paid for by the Guest.

f. Only use appliances for their intended use.

g. In the unlikely case of a serious electric storm, please act responsibly by taking out electrical plugs from sockets. If the wind is extremely high, please secure the shutters. Should the power go there is an emergency torch under the kitchen sink?

h. Charging electric cars. There is no facility to do this, if it is found that the occupier has charged a vehicle by their own means and using the electric supply of the gite or house, then a cost of 50 euros be deducted from the deposit.

i. Wi-Fi/Internet connections are complimentary and are not part of the Rental agreement. While all efforts to ensure connections are maintained this cannot be guaranteed. Homeowners are not obliged to provide this service. WIFI is not suitable for streaming and large downloads.

j. There is no daily housekeeping service. While linens, tea towels, bath and beach towels are included in the rental, daily maid service is not. If staying longer than 1 week the bathroom towels will be changed.

k. The Client to ensure that doors are locked when the property is left unoccupied. If left unoccupied for more than 48 hours, the Client must notify the Homeowner.

l. On departure the property is to be left in the same state of tidiness and cleanliness that it was on arrival.

13. SWIMMING POOL AND GROUNDS

The swimming pool is not open all year round if your rental agreement is outside May to the end of September please contact the Homeowner to see if it can be made available. The Homeowner cannot be responsible for the low water temperature at any period. They reserve the right to temporarily suspend the use of the pool for essential or emergency maintenance.

The pool in accordance with French law, is alarmed.

Please follow the pool signs and instructions-pool safety is of the utmost importance. The use of the swimming pool is at the risk of the Guests and the following precautions are in place to ensure maximum safety for Guests. Failure to adhere to these rules could lead to expulsion from the property with no refund on the booking.

- No smoking or glass in the pool area. No sharp objects to be used near the pool. Any glass falling in the pool could mean the pool has to be emptied, cleaned and refilled, plus any damage to the lining will be have to charge for. Plastic glasses are provided.
- Please use the outside shower to remove suntan cream **prior** to going in the pool. Suntan creams/oils stick to the sides of pools and cannot be removed. Therefore this rule is to ensure the pool remains a nice environment for all to use.

14. THE GARDEN

The garden has a number of plants and trees bearing fruit which the Guest may pick for personal use in the gite. A note of caution, many mushrooms and toadstools appear notably in the autumn. The majority are poisonous and Guests should consider this at all times. The Homeowner is not liable for any upset or illness by the Guest consuming anything from the garden.

15. BEHAVIOUR

The Homeowner reserve the right to terminate the stay if Guests or members of the Guests party are believed to be causing a nuisance or are not treating the property with due respect. In this event no refund will be made for the unused portion of the stay.

Further if it is reasonably suspected that the Guest is breaking the law then the rental agreement is also terminated with no refund.

16. SAFETY

For the personal safety of Guests and that of other guests, smoke detectors and fire extinguishers have been provided. Smoke detectors are now a legal requirement in France and Guests are strongly advise to not tamper with them i.e. remove the battery/deactivate them. This could invalidate the Homeowners insurance in the event of a fire.

Fire- In the event of a fire, all members from the house must be evacuated immediately and as safely as possible. If it is a small fire and the Guest feels able, they can use the fire extinguisher provided but they should not put their safety at risk.

The Guest agrees to be a considerate Guest and take care of the gite and all other equipment and leave it in a clean and tidy state. The Guest agrees not to act in any way, which would impose a disturbance to those, resident in neighbouring properties.

17. LIABILITY

The Homeowner cannot be held responsible for any noise or disturbance originating for the boundaries of the property or noise which is beyond their control.

The Homeowner also cannot be held responsible for small animals and insects that may enter the gite or house.

18. DATA PROTECTION

In accordance with the 1988 Data Protection Act the Homeowner will ensure that;

- The collation of personal information is fair and lawful
- The Homeowner takes responsibility for all personal information held and used and that appropriate measures are in place to protect this information.
- The Homeowner request full details of all party members on the booking form as a safety measure whilst the Guest is on vacation
- The Guest should let the Homeowner know if they would like personal details removing from the Homeowners database, after the Guests holiday. The Homeowner may use this information to send information about the property to the Guest at a future date.
- For more information please view the Privacy Policy.

19. ELECTRICITY/WATER/GAS

Electricity up to 12 kW per day and water are included within the rental price. If Guests use additional electricity the costs will be the charge per kW by the power supplier to the property at the time. Payment to be made by the Guest in cash at the end of the stay.

20. INTERNATIONAL POWER ADAPTERS

Please be aware that some cheaper electrical plug adapters can heat up to a high temperature and can become dangerous. Do not leave them in for an excessive amount of time.

21. COMPLAINTS

Any problem should be brought to the attention of the Homeowner as soon as it becomes apparent, so that it may be rectified quickly.

This contract shall be governed by English and French law in every particular.