

# Terms and Conditions

1. The property known as La Bastidette ("the Villa") is offered for holiday rental subject to confirmation by Mrs Anne-Marie Sage ("the owner") to the renter ("the Client").
2. The signatory of the booking form is hereafter referred to as the "Client" or "You" and is responsible, on behalf of all members of the party named on the booking form, for all matters relating to the booking.
3. In these booking terms and conditions, "force majeure" means any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. Such events include, but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.
4. To reserve the Villa, the Client should complete and sign the contract and return it together with payment of the initial non-refundable deposit of 30% of the total rent due. Following receipt of the contract and deposit, the Owner will send a confirmation invoice and statement. This is the formal acceptance of the booking.
5. The balance of the rent together with the security deposit (see clause 7) 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. Reservations made within eight weeks of the start of the rental period requires full payment at the time of booking.
6. Any chargeable expenses arising during the rental period (e.g. telephone calls, swimming pool heating) should be settled locally with the Owners representative before departure.
7. A security deposit of 500 Euros for every week or part week of the rental period is required in case of, for example, damages to the property or its contents. However, the sum reserved by this clause shall not limit the Clients liability to the Owner. This security deposit must be paid at the same time as the rental deposit by CLEARED cheque or bank transfer. The sum reserved by this clause shall not limit the Clients liability to the Owner who will account to the Client for the security deposit and refund the balance within two weeks of the end of the rental period after having checked the property and its contents. All breakages must be paid for and be reported to the Owner or their representative prior to departure in any case.
8. Subject to clauses 4 and 5 above, in the event of a non-insurable cancellation, refunds of amounts paid will be made if the Owner is able to relet the Villa, and any expenses or losses incurred in so doing will be deducted from the refundable amount. The Client is required to arrange a comprehensive travel insurance policy to include cover for public liability, cancellation and for the partys personal belongings since these are not covered by the Owners insurance.
9. The rental period shall commence at 4:00pm on the first day and finish at 10:00am 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.
10. Check-in is between 4pm and 8pm, from 8pm to midnight there will an additional charge of 100 euros otherwise check-in must be the following day. Check-out can be between 7am to 10am, between 5am and 7am there will an additional charge of 100 euros.
11. The maximum number to reside in the Villa must not exceed 7 unless the Owner has given written permission.
12. The accommodation provided is only for the use of the Clients shown on the booking form and sub-letting, sharing or assignment is strictly prohibited.
13. **No pets are allowed at the property.**
14. The Client agrees to be a considerate tenant and to take good care of the Villa and its furniture and to leave it in a clean and tidy condition at the end of the rental period. This includes thoroughly cleaning all floors, appliances, stripping beds and leaving ALL the bedding and towels in a pile by the washing machine, removing all rubbish/bottles from the property and repositioning any furniture, including the garden, that may have been moved around, in readiness for the next tenant(s). Although a final clean is included in our prices, the Owner reserves the right to make a retention from the security deposit to cover additional cleaning costs if the Client leaves the Villa in an unacceptable condition. Extra cleaning charges are 40 Euros per hour. We can of course arrange an exit clean if preferred but do usually require notice.
15. **The Client also agrees not to act in any way which would cause disturbance to those resident in neighbouring properties. The holiday of any Client in breach of this clause shall be terminated forthwith and the Owner shall have no further contractual obligations towards the Client or their party.**
16. The Client undertakes to behave in an orderly fashion and not to disrupt the enjoyment of other Clients or in any way harm the reputation of the Owner. The holiday of any Client in breach of this clause shall be terminated forthwith and the Owner shall have no further contractual obligations towards the Client or their party.

17. The Client shall report to the Owners representative without delay any defects in the Villa or breakdown in the equipment, plant, machinery or appliance in the Villa, garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible. Any complaints after the Clients holiday rental should be made in writing with 28 days of the end of the holiday rental.

18. The Client agrees to secure the property when leaving including the closing of shutters, locking doors and other security measures.

19. The Owner shall not be liable to the Client:

- for any temporary defect or stoppage in the supply of public services to the Villa, nor in respect of any equipment, plant, machinery or appliance in the Villa, garden or swimming pool.
- for any loss, damage or injury which is the result of force majeure, 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 Villa 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 to the Client all sums previously paid in respect of the rental period.

20. Under no circumstances shall the Owners liability to the Client exceed the amount paid to the Owner for the rental period.

21. Nothing in these terms and conditions shall render the Owner liable for death or personal injury either physical or mental, directly or indirectly resulting from its negligence or any other cause, whether actionable or not.

22. This contract shall be governed by French Law in every particular including formation and interpretation and shall be deemed to have been made in France. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in France.

Terms and Conditions agreed and accepted by the client on the date of [REDACTED] (in the format dd/mm/yyyy)

Client Full Name and Address:- [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

Telephone number: [REDACTED]

PLEASE ATTACH A COPY OF A RECENT UTILITY BILL (PROOF OF ADDRESS) AND YOUR PASSPORT

Client Signature: [REDACTED]

BOOKING FORM

Booking dates: [REDACTED] 2011 (16:00pm) to [REDACTED] 2011 (10:00am)

Number of guests in party: [REDACTED] (please provide full names and birthdates of guests for our insurance purposes on the list before arrival)

Total booking cost TODAY: [REDACTED] Euros

30% balance payable now: [REDACTED] Euros

Security deposit payable now: [REDACTED] Euros

TOTAL of deposit and security deposit payable now: [REDACTED] Euros

Final balance payable 8 weeks before arrival: [REDACTED] Euros

By completing this form and returning it electronically (e-mail) you agree fully to the terms and conditions as outlined. We also require a "hard" copy of this agreement with copies of your recent utility bill (for proof of address) and passport.

GUEST LIST - A Maximum of 7 guests unless otherwise agreed with the Owner.

Full names and birthdates of guests please (this is required for our insurance purposes)

Full Name

Date of Birth

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>

Client Signature:  Date:  2011

These Terms and Conditions last updated 1<sup>st</sup> June 2011.