

TERMS AND CONDITIONS

1. The property known as either **Le Chevalier or La Bergerie** ("the Property") is offered for holiday rental subject to confirmation by **Mr or Mrs Smith** ("the Owner") to the renter ("the Client").
2. To reserve the Property, the Client should complete and sign the booking form and return it together with payment of the initial non-refundable 35% deposit . Bookings made after Easter require payment in full within 7 days of the reservation Following receipt of the booking form and payment, the Owner will send a confirmation email or letter and statement. **This is the formal acceptance of the booking:** the name of The Property booked will be at the head of the booking form. The Owners reserve the right to upgrade to the higher tariff property without referring back to The Client. No additional charges will fall on The Client.
- 3- PAYMENT, CANCELATION & REFUNDS -
Full payment of the balance of the rental fee is required at least 12 weeks before arrival or before the date notified by the Owner on the booking agreement, whichever is earlier. If payment is not received in full by the due date, a reminder will be issued by e-mail and, if there is no response within 48hrs, the reservation will have deemed to have expired and the cancelation clause below will apply. .
 - Cancellations made before the date for final payment: The deposit will be reimbursed when the gite is re-let, less deduction of any costs incurred for re-advertising or any reduction in the resale price. If the gite is not re-let, the full deposit is retained.. **We strongly recommend that Clients take out travel insurance at the time of booking to cover all the eventualities contained and specified herein which may lead to partial or total loss of the provision of facility or amounts paid.**
 - Cancellation made after the date for final payment or failure to make the full payments as described above: No reimbursement will be made. Once cancelled and an invoice is issued for insurance purposes, all agreements between The Client and The Owner end and the allocated gite can not be made available to The Client, should The Client find at a later date that they are able to travel in that period
4. Any chargeable expenses arising during the rental period (e.g. dinners, purchase of vegetables etc) should be settled locally with the Owner at the time they are received.
5. A Cleaning & Damages deposit of £150 is payable on arrival and this must be deposited in cash. The deposit is payable in local currency being the sum of 200 euro. Keys to the property will not be handed over until the deposit is paid in full in the form and manner described above. 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 Cleaning & Damages deposit and refund the balance due directly into The Clients bank account within 2 days if bank details are provided

on departure or within 2 days of the Client notifying the Owner these details. For rental periods exceeding two weeks, a higher security deposit may be requested at the time of booking.

A part or all of the Cleaning and Security deposit may be retained at the discretion of The Owner in the event of breakage, damage or the gite being left in an unacceptable dirty state. The cleaning required by The Client before departure is defined in Clause 9.

12. Pets of any description are prohibited unless included as part of the original booking. The owners reserve the right to refuse or terminate the rental should, on arrival or any time thereafter, any pet(s) be brought to the property. In this event, no refund of rental charges will be made.
13. The rental period should commence at 17.00h on the first day and finish at 10.00am on the last day. The letting week commences on a Saturday unless agreed otherwise in the booking form. The Owner should 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.
14. The maximum number to reside in the Property must not exceed the number stated on the Booking Form, nor must names be changed without the Owners' consent. The Owners reserve the right to refuse occupancy in these circumstances. Overnight guests are not permitted. Day-guests are permitted only in exceptional circumstances and only by the express and advanced permission of the owners; this is to respect the privacy and quality of the holiday experience here for both gites.
15. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it as clean as they found it. Although a final clean is included in our prices, the Owner reserves the right to make a retention from the Cleaning & Damages deposit if the Client leaves the Property in a condition other than that in which it was handed over at the start of the rental.
16. The Client also agrees not to act in any way which would cause disturbance to those resident in neighbouring properties. The Owner reserves the right to terminate the rental at any time if the owner deems the Client to be in breach of this clause.
11. The Client shall report to the Owner without delay any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property or garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible.
17. Smoking is not allowed in or around the Property or in the vicinity of the pool at any time.
18. The Owner reserves the right to terminate the rental at any time if the Client is in breach of any of the clauses, without refund, full or partial, as set out in clause 13.
13. The Owner shall not be liable to the Client for:
 - any 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 or the continuous provision thereof
 - 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.

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 necessitating cancelation of the rental agreement. Such events are force majeure.

any refund if the rental is terminated by the Owner due to Client being in breach of any of the clauses; nor if the Client chooses to terminate the rental early.

under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

For and on behalf of French Farm Gites

Mr M A Smith

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24350 Grand Brassac

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