

# LE TERTRE GITES - GENERAL BOOKING TERMS AND CONDITIONS

## GENERAL

**Please note that if there are inconsistencies or contradictions between the terms and conditions in this document and the terms & conditions to which the client has agreed with a referring company (e.g. Holiday Lettings, Chez Nous, HomeAway etc.) then for the avoidance of misunderstanding the referring company's terms & conditions take precedence.**

## BOOKING

For all bookings, including those made by third party referral, telephone or internet, the Lead Guest must complete and sign the Le Tertre Guest Booking Form which must be sent to us as soon as possible after the booking has been made. The Lead Guest must be over 18 years of age and authorised to make the booking and to accept these Terms & Conditions for all persons named on the Booking Form. The Lead Guest will be responsible for making all payments due. On receipt of documents from us you must advise us if anything appears to be incorrect. We regret that we cannot accept liability if we are not notified of any inaccuracies within 10 days of our dispatching the documents to you. We reserve the right to refuse a booking without giving any reason. The nominated lead guest must be one of those staying during the dates booked and all guests staying here must be named on the booking form. Bookings are non-transferable.

## RENTAL PAYMENT

Unless specified by the referring company, a deposit of 50% is required to secure your booking. In order to confirm your booking the payment schedule as advised by either the referring company or ourselves must be followed by you. If payments are not received by the dates advised then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the referring company's terms & conditions will be applicable. Bookings received 28 days or less before the booking arrival date must be paid in full at the time of booking. Only the invoiced sums are to be paid. Under no circumstances will over-payments be refunded prior to the completion of your holiday.

## YOUR CONTRACT

A binding contract comes into existence when your booking is confirmed by telephone or email when you are booking 28 days or less before arrival. In all other cases the contract becomes binding as per the referring company's terms & conditions. Contracts are governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

## CANCELLATIONS – BY YOU (LEAD GUEST)

You may cancel your booking as per the referring company's terms & conditions or those herein. Cancellations must be made in writing (email or letter). Your deposit will be returned if you cancel at least six weeks before the start of your holiday. No refund will be made if cancellation is received less than six weeks before the start of your holiday.

## CANCELLATIONS – BY US

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of *force majeure* or for any reason that makes the property unfit for rental, you will have the choice of either allowing us to try to locate a suitable alternative property on your behalf or of cancelling the booking and accepting a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

## INSURANCE

It is the responsibility of the Guests to ensure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions. We also recommend that guests arrange adequate travel insurance for cover in case of cancellation.

## COMPLAINTS

Complaints must be reported immediately to the owners of the property giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 14 days of departure giving full details of your complaint. If the problem is rectified or an appropriate solution offered and declined then no refund will normally be made. We cannot accept complaints if you have not followed this procedure.

## OCCUPATION OF THE PROPERTY

Only the named guests are permitted to use or stay in the property. If you are expecting overnight visitors, you must let us or our representatives know. You and your party must not exceed at any time the numbers of sleeping places. The owners have a right at all times to refuse access to the property for people who are not members of the party. The tenant agrees that this contract does not confer any security of tenure beyond the dates agreed.

## ARRIVAL TIME

This is no earlier than 16.00 hrs on the arrival day booked. We can be somewhat flexible on this depending on other arrivals, so if required please check with us within a few days of your arrival date and when possible we will be happy to oblige.

## DEPARTURE TIME

This is no later than 10.00 hrs on the departure day booked. We can be somewhat flexible on this depending on other arrivals, so if required please check with us and when possible we will be happy to oblige.

\*please make a copy of this form for your records\*

# LE TERTRE GITES - HOLIDAY LETTING AGREEMENT

**This agreement** is between the owners of **Le Tertre, Ceauce, 61330 FRANCE** and the Guest(s) as per the details on the completed Guest Booking Form. The agreement incorporates the "General Booking Terms and Conditions" on page 1. It is agreed that the Owners will let and that the Guest will take, the furnished premises for the time period set out on the Booking Form.

## **The Guest agrees with the Owner as follows:**

1. To pay the letting fees, consistent with the payment schedule advised to you by the owners or the referring company.
2. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
3. To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace any items damaged or destroyed or deemed lost/missing with similar articles of at least the equivalent value and standard (reasonable wear and tear excepted).
4. Not to remove any of the furniture from its present position in the Premises.
5. To use the premises as a private holiday residence for up to the number of persons agreed in advance only and not for any other purposes whatsoever.
6. Not to affix any poster or placard to the interior or exterior of the Premises.
7. Not to do or permit to be done anything which may be a nuisance or annoyance to (or cause of damage to) other residents or any neighbouring or adjoining property.
8. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
9. Not to use the property for any illegal or immoral purposes.
10. Not to play or permit to be played in the premises any music or similar between 11pm and 8am or so as to be audible outside the premises.
11. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
12. Not to smoke or permit smoking inside or on the Premises. When smoking outside all butts to be disposed of properly so as not to cause a fire risk or litter.
13. Not to allow pets inside or on the Premises.
14. Guests must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes. Only human waste and toilet tissue may be flushed down lavatories. In particular please do not flush any of the following: - kitchen towel, baby wipes, sanitary products, or any bleach or disinfectant other than that provided.
15. Where a woodburning stove is installed, only wood supplied by us may be burnt in that woodburner due to the risk of damage if unsuitable wood is used. No other fuel may be burned apart from shop-bought kindling.
16. To accept and abide by the General Terms & Conditions agreed with the referring company and those that comprise this Holiday Letting Agreement.

## **On completion of the letting period:**

The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement. Specifically:-

- Used laundry is to be placed in the laundry basket
- Rubbish and recycling is to be removed from the premises
- Floors are to be swept/vacuumed (a vacuum cleaner is available on request)
- Kitchen and bathroom are to be left as they were found
- The garden must be cleared of all signs of occupancy

If post-departure cleaning is required then £25 (or €25) will be retained from the damage deposit.

Any items left in the gite at departure may be returned to the client at the client's expense.

## **Deposit to Cover Breakages / Extra Cleaning etc**

The guest will normally pay a deposit of £100 (or €120) prior to arrival. This is fully refundable within five working days of departure once the property has been checked, less any sum which may be due to the Owners from the Guest as a result of any breach of the Guest's obligations under this Agreement or other charges incurred during guest occupancy. Deposits will normally be returned by bank transfer, less any amount retained to pay for damage/cleaning etc..

## **Charging of Electric/Hybrid Vehicles**

The charging of electric or hybrid vehicles is permitted only with our prior agreement. The provision of this facility will be charged at €10 per day (payable in advance) irrespective of actual usage.

## **Validity**

The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting for the agreed letting period.

\*please make a copy of this form for your records\*