

TUILLIÈRE HOLIDAY RENTAL

TERMS AND CONDITIONS

THE BOOKING CONDITIONS

Set out as clearly as possible, are the responsibilities agreed, when a booking is made and accepted. The person who makes the booking must be a minimum legal age of 18 years and have the authority to make the booking on the basis of these booking conditions. The person who submits the booking form will become the 'Lead Name'. We deal with the 'Lead Name' in all correspondence and the 'Lead Name' will be responsible for keeping everyone in the group informed of the booking details and for the payment. By completing the booking form, you are agreeing, on behalf of all persons named on the booking form to these Terms and Conditions.

1. DEFINITIONS:

The **Owners** (Michael & Julia Higgins) are entering into a contract with the **Client** () entered on the booking form on whose behalf the booking is made.

2. BOOKING: Once a provisional booking of accommodation has been made, the Owners will require a 25% deposit. After the Booking Form has been received by the Owner, together with the deposit will the booking becomes valid.

3. TERMS OF PAYMENT:

3.1 The Booking Form must be accompanied by a non-refundable* deposit and the balance of payment must be received not less than six (6) weeks before the date of arrival. (*If for whatever reason, the Client has to cancel the booking prior to 6 week before the date of arrival, the Owners will endeavour to do everything possible to re-let the specific dates. Providing they do so, under the same conditions, a full refund of the deposit will be made to the Client, less £50 to cover administration.)

3.2 If the Client cancels the booking less than 6 weeks before your arrival, no refund of the deposit or balance will be paid.

3.3 The owner reserves the right to regard the booking as cancelled if the balance of the price remains unpaid after the due date, and shall be entitled to retain any deposit paid. For bookings made less than eight weeks prior to arrival date, immediate payment of the total holiday cost is required.

3.4 If your booking is made less than 6 weeks before arrival date, the full rental cost including the damage deposit must accompany the booking form.

3.5 Payment can be by cash,, cheque or electronic transfer in GBP or Euro equivalent.

3.6 The Client is responsible for any costs involve in transferring the remittance.

4. DAMAGES AND DAMAGE DEPOSIT:

4.1 A damage deposit of £750.00 (or Euro equivalent) is required with the balance of the rental to cover any loss, damage or breakages. The damage deposit will be returned to the Client in full following receipt of the itemised telephone bill covering your stay, less any costs incurred by the Client.

4.2 The Client agrees to accept full liability for all loss or damage caused by any member of their party, during the occupation of La Tuillière and confirms that the FULL cost of repair or replacement will be met.

4.3 The Agent will be responsible for checking the inventory following departure, Any breakage, loss or damage **not** reported to the Agent will be deducted at full replacement cost from the damage deposit, accompanied with photographic evidence.

4.4 Any cost relating to loss, breakages or damage, reported to the Agent or Owner, will result in a negotiated settlement, based on the replacement cost but taking all reasonable 'wear and tear' into consideration

5. PRICES:

5.1 The accommodation prices are based on GBP. If the Client is paying in Euros the rate of exchange will be calculated at the time of booking. Fluctuations in the exchange rate will not change the final invoice.

5.2 The accommodation price includes electricity from March to October, gas for the cooker, 24/7 internet access and all services. The price does not include electricity or wood used from November to February.

5.3 Price includes bed linen, bathroom towels, tea towels and pool towels.

6. CLEANING.

The property will be cleaned prior to your arrival and after your departure. We expect La Tuillière to be kept in excellent condition throughout your stay and can arrange for additional domestic help, at local rates, on a weekly or daily basis. On changeover, we allow our Agent 4 hours to change all beds, complete a full inspection and carry out any final cleaning. It is the Clients' responsibility to ensure the cleanliness of the property before departure. Arrangements can be made for our Agent to provide additional cleaning support either the day before departure or earlier on the day of departure. Should the property require additional cleaning, over and above the allocated 4 hours, the owner reserves the right to pay for those services from the damage deposit. This will be supported by the Agents' report and could incur an excess if additional staff is required at short notice.

7. SWIMMING POOL, OUTSIDE FURNITURE and SOFT COVERS

6.1 Maintenance and cleaning of swimming pool is the responsibility of our local agent. We would however ask Clients to help keep the pool surface free from insects and leaves. A net is provided.

6.2 We cannot accept responsibility for clients' safety in connection with the swimming pool or for the closure of pool for emergency maintenance or repairs.

6.3 The Pool must be covered each evening, and ideally whenever the pool is not in use to maintain the heat.

6.4 Whilst sun-loungers and tables may remain outside at all times, in windy conditions, they must be brought under cover.

6.5 Cushions for both sun loungers and outdoor dining and parasols must be brought into the Pool Room every night and in wet or windy conditions. Damage caused through neglect of the furniture or soft furnishing will be deducted from the damage deposit

8. INSURANCE We strongly advise you to take out holiday insurance. This should cover any cancellation for reasons beyond your control. This should include personal accident insurance as the Owners take no responsibility for accidents leading to personal injury or death during your stay at La Tuillière. This includes the pool, the spring and anywhere on the Owners' property or land.

9. CANCELLATION BY THE OWNER: In the very unlikely event that La Tuillière ceases to be available as booked and if the Owner is unable to provide alternative accommodation, the Owner will refund the Client all the money paid (including the deposit), and shall be under no other liability.

10. ALTERATIONS BY THE CLIENT:

If the Client wishes to change the composition of the party, or to alter any arrangements pertaining to accommodation, the Owners must be informed beforehand.

11. OCCUPANCY OF THE ACCOMMODATION:

10.1 Only those persons named on the booking form may use the property. In the event that this is not adhered to, the Owner reserves the right to evict the Client and his entire party and the Damage Deposit will be forfeited. This includes unauthorised camping on the land.

10.2 The Owner and/or our local agent shall be permitted access to La Tuillière at all reasonable times during your occupancy.

10.3 The accommodation must be left in the same state of cleanliness and general order in which it was found. Should any of the equipment or furnishings in the accommodation be lost or damaged the Client will be required to make settlement with the Owner/Agent, or (if so requested by the Owner) with the Agent on the Owner's behalf, for any necessary replacement or repair either before or after his or her departure from the accommodation.

10.4 Smoking is not permitted inside the property. Any evidence of smoking in the property will lead to a forfeit of the damage deposit.

10.5 If the keys are lost, spare keys will be delivered, subject to a call out charge. In the event that damage has been caused to the keys or locks and a local locksmith is required the clients will pay all relevant costs of replacement locks / keys / call out charges and labour.

12. COMPLAINTS: If the Client has a complaint regarding the accommodation he or she must immediately contact the local representative who will try to solve the problem, or call the Owners directly.

13. BREAKDOWN OF MECHANICAL OR ELECTRICAL EQUIPMENT: Neither the Agent nor the Owner can be held responsible for the breakdown of mechanical or electrical equipment such as washing machines, pumps, boilers, swimming pool filtration systems etc nor for failure of public utilities such as water, gas and electricity. In case of mechanical breakdowns, immediately contact the Agent or Owner, they will do everything possible to rectify the problem as quickly as possible.

14. HEALTH ISSUES: It is recommended that all UK Clients and all members of his or her party possess an EHIC (European Health Insurance Card) covering medical treatment in foreign countries. This form can be obtained at:

<http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC/Pages/about-the-ehic.aspx> .

16. FEEDBACK: We are committed to maintaining high standards and honouring commitments to you. To assist in this, we would ask you at the end of your stay to provide any constructive feedback that would help us make your stay even better.

17. JURISDICTION: This agreement is governed by the Law of England and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

18. ARRIVAL AND DEPARTURE: Tenancy starts from 4pm on the first day of your holiday. Guests must vacate the property by 10am on departure date. Collection and deposit of keys will be communicated prior to your departure.

We hope these conditions do not sound too intimidating. They are designed to give you and other guests following you the most enjoyable holiday possible.