

## **Terms & Conditions**

Ty Poulancre 2, Poulancre d'en Bas 22320 St. Mayeux, France.

Email: ty.poulancre@gmail.com

Definitions: The Property: The cottage(s) at 2 Poulancre d'en Bas, 22320 Saint Mayeux identified on the Reservation Form. The Owner: Andrea & Luke Twelves

The Client: The Party Leader whose name and signature appear in the Reservation Form.

- 1. The Property is offered for holiday rental by the Owner to the Client.
- 2. To reserve the Property, the Client should complete and sign the booking form and return it with the non-refundable 10% deposit to the Owner. Following receipt of the booking form and deposit, the Owner will send a confirmation email. This is formal acceptance of the booking.
- **3**. The balance of the rent is payable not less than 8 weeks before the start of the rental period. If payment is not received by that date, *the Owner* reserves the right to give notice in writing that the reservation is cancelled. *The Client* will remain liable to pay the balance of the rent unless *the Owner* is able to re-let *the property*.
- **4.** In the event of a cancellation by the client: *The Client* will remain liable to pay the balance of the rent unless *the Owner* is able to relet the property. In the event that the property is rebooked, payment will be refunded but any expenses or losses incurred will be deducted from the refundable amount.

In the event of a cancellation by the Owner: if for any reason the Owner is obliged to cancel the Client's booking, all monies paid to date will be refunded in full. This is the limit of the Owner's liability.

- **5**. The Client is strongly advised to arrange comprehensive travel insurance (including cancellation cover) and to have full cover for the party's personal belongings, public liability and cover for the let property etc., since these are not covered by *the Owner's* insurance.
- **6**. A security deposit is required in case of, for example, damage to the property or its contents by *the Client* or *the Client's* party. This security deposit must be paid before arrival. *The Owner* will refund the security deposit within one week of the end of the rental period if no untoward damage has occurred, or excessive cleaning costs are incurred. If the cost of the damage is greater than the security deposit, the Client remains liable for the full amount.
- 7. Any chargeable expenses arising during the rental period shall be settled locally with *the Owner* before departure.
- 8. The rental period shall commence at **4pm** on the first day and finish at **10am** 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. These times are flexible by arrangement but may incur additional costs.
- **9**. The maximum number to reside in the property shall not exceed the stated capacity. Capacity is based on the number of people, including children and babies.
- **10.** The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects and all other contents in or on the property and leave them in the same state of repair and in the same clean and tidy condition as they were found at the start of the rental period.
- 11. If the Client leaves the property in an unacceptable condition (defined by the Owner), the Owner reserves the right to require payment for additional costs, including making a retention from the security deposit. If cleaning costs exceed the security deposit, the Client agrees to pay these additional costs.
- **12**. *The Client* shall report to *the Owner* without delay, any defects in the property or breakdown in the equipment, plant, machinery or appliances in or on the property and garden, and arrangements for repair and/or replacement will be made as soon as possible.

- 13. The Owner shall not be liable to the Client for:
  - Any temporary defect or stoppage in the supply of public services to the property, nor in the respect of any equipment, machinery or appliance in the property or garden.
  - Any temporary stoppage in or access to the supply of the internet and wi-fi. If you access compromising sites, download viruses, trojans, or other malicious agents whether deliberate or accidental you are liable for the full costs of any resulting damage including consequential loss. Read the Wifi terms & conditions in the handbook.
  - Any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the Owner's control.
  - 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 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.
  - Any accident, damage, loss or inconvenience, the Client or any member of the Client's party may suffer arising out of, or in connection with, the holiday or resulting from any cause whatsoever.
  - The use of amenities and equipment, where offered, such as barbeques, etc. is entirely at the user's risk and no responsibility can be accepted for injury, loss or damage to persons or property.
  - No responsibility can be accepted for loss or damage to any motor vehicle or trailer or its contents.
  - Personal belongings are at the Client's risk at all times.
- **14.** The Client shall accept responsibility for the safety of all members of their party at all times and at the start of the rental period, they will carefully read the welcome manual in the cottage which contains important safety information. Smoking and vaping are not permitted in the Properties at any time.
- 15. The use of the swimming pool is restricted to pool opening hours. All minors must be supervised at all times by a competent adult at the poolside. No lifeguard is provided. All safety systems must be complied with. Guests are not to remove security covers or other safety equipment. Security gates must not be wedged or held open in any way. Only biodegradable suntan lotion can be used in the pool. Pool chemicals and pool apparatus must not be tampered with.
- **16.** The Client is renting the property for the number of people, as specified on the booking form. No guests of the Client are allowed at the property with prior permission of the owner. If guests have been permitted, they are restricted to the private areas associated with that rental property and are not allowed to use communal areas, including the pool. If guests of the Client are found in communal areas, including the pool, the Client will be charged 100€ per person per day.
- 17. Pets and other animals are not permitted in any properties unless specifically approved by *the Owner* at the time of booking. Pets are not allowed to be on the Property furnishings or in the bedrooms or left unsupervised in the Property at any time. Our kennels can be used by arrangement at no extra charge. *The Client* shall ensure the good behaviour of any pets with the party at all



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times. If a pet causes a nuisance to any guest at any time, the Owner reserves the right to request that the pet be taken to a local kennels for the duration of the rental period. A separate deposit is required for pets.

- **18**. A Cot and High Chair are available at no extra charge if requested on the Booking Form. Stair gates will be provided if the Party includes children under 3 years old. The Client accepts all responsibility for the use of this equipment.
- 19. Duvets, pillows, covers, sheets and pillowcases are provided for the stated number of Guests. Allergy sufferers are requested to discuss any specific requirements with the Owners prior to the Arrival date, and we will try to ensure that needs are met. Bath, Hand and Tea Towels are provided, but Guests are required to provide their own Beach Towels. A change of all Bedding and Towels will be provided for Guests staying longer than one week.
- 20. If a Client or any member of their party undertakes any illegal activity during the rental period, for example drug taking, the Owners reserve the right to terminate the rental agreement with immediate effect for all members of the party, and no refund will be given. All members of the party will be required to vacate the property immediately.

21. We have a large car park to the side of the property. All vehicles are parked at their owner's risk, no liability can be accepted by the gites for damage or other issues. Please park with consideration for other guests. If leaving early or returning late at night, please do so as quietly as possible.

The recharging of electric vehicles is not included in the rental fee. Do not attempt to charge your vehicle at the gites, as this could damage both your car and the electricity supply for the gites. The nearest charging facility is next to the Intermarche, Mur de Bretagne.

- **22.** Under no circumstances shall *the Owner*'s liability to *the Client* exceed the amount paid to *the Owner* for the rental period.
- 23. This contract shall be governed by French law in every particular including information 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.