

## LE TILLEUL GITES

### BOOKING CONDITIONS

In these conditions 'you' and 'your' means all persons named on the booking form (including anyone who is added or substituted at a later date). 'We' 'Us' 'Our' and 'Owner' means William and Victoria Renwick of Le Tilleul Gites, Paizay Le Tort, Deux Sevres 79500 France.

#### 1. The Property

1. 1 The gites at the property known as Le Tilleul Gites, namely Les Hirondelles and La Bohème, are offered for holiday rental subject to confirmation by the owners.

#### 2. How To Book

2.1.. Subject to availability, and on your request, a provisional reservation will be made. The following must then be returned to us within seven days:

(a) The completed booking form; The person who completes the booking form certifies that he/she is authorised to agree the Booking Conditions on behalf of all persons included on the booking form, including those substituted/added at a later date. This person must be a member of the party occupying the property and must be 18 years or over. Bookings cannot be accepted from parties of young people less than 18 years of age.

(b) The payments referred to in clause 3.1 below (failure to meet this requirement may result in the cancellation of the provisional booking).

#### 3. Payment

3.1. A non-refundable deposit of 25% of the rental cost must be paid within 7 days of making your provisional reservation.

3.2. The balance must be paid not less than 8 weeks (56 days) prior to your arrival at the property. This must be accompanied by a security deposit of €300.

3.3 We are entitled to treat your booking as cancelled if you fail to pay the balance on time (see cancellation - clause 8).

3.4 Bookings taken within 8 weeks of your arrival at Le Tilleul Gites must be paid in full, including the security deposit.

3.5 Taxe de Séjour is payable in euros prior to departure. This "tourist tax", is levied by the local revenue services on people aged 18 & over staying in holiday accommodation. We are forced to collect it on their behalf and remit the proceeds. The tax for adults over 18 years old staying in **Les Hirondelles is 75 cents and La Bohème is 60 cents per adult per night.**

#### 4. Contract

4.1 Once we have received your booking form and appropriate payment, we will confirm your booking. The confirmation will be sent to the party leader. Please check this confirmation carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later.

4.2. A binding contract between you and us will come into existence on receipt of your deposit.

## **5. Rental**

5.1. The prices given are in euros and the rental price is weekly.

5.2. The gites are let fully furnished and equipped. The price includes linen, towels and electricity. Additional services are clearly stated in the property description.

5.3 We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware at the time of booking.

## **6. Security Deposit**

6.1. A security deposit of €300 is required to cover the cost of any damages or breakages to, or at, the property. This amount must be paid 8 weeks prior to your arrival at the property with your holiday balance.

6.2 It may take up to 2 weeks after your departure from the property to return the deposit to you. Delays can be caused by waiting for proof of damage and replacements costs.

6.3 The cost of any damage caused by you will be deducted from the security deposit and the remaining balance will be returned to you. If the security deposit paid by you is not sufficient to cover the cost of such damage, we will be entitled to recover any additional costs from you.

6.4. Some damage may not be immediately obvious to us upon your departure. We reserve the right to charge you for any damage noted in the property after your departure.

6.5 Unless otherwise specified, security deposits will always be returned to the party leader.

6.6 We reserve the right to hold the security deposit for longer than 2 weeks if there is a dispute over damage, or we are awaiting bills/proof of damage.

## **7. Alterations/Cancellation by the owner**

7.1 In the unlikely event of a significant change or cancellation of your booking by us, we will inform you as soon as possible. In the event of cancellation by us, a refund will be given of all monies paid by you for the rental of the holiday property within 7 days.

## **8. Cancellation by you**

8.1 Any cancellation by you (for whatever reason) must be done in writing (including e-mail). The effective date of cancellation is the date we receive written notification.

8.2 If you cancel 8 weeks or more prior to the date of your arrival at the property you will lose your deposit.

8.3 If you cancel less than 8 weeks prior to the date of your arrival at the property or the booking is cancelled due to non-payment, the Owner shall be entitled to the full cost of the holiday from you.

8.4 We will endeavour to obtain a replacement client. If a replacement is obtained, we will then refund all monies paid by you, less any difference between the price you paid for the property and the price paid by the replacement client.

8.5 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Claims must be made direct to the insurance company concerned.

## **9. Your responsibilities**

9.1 You must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of your holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment for any breakages, loss or damage to the property caused by you. The owner reserves the right to make deductions from the security deposit for extra cleaning, over the number of hours committed to departure cleaning, and to claim against you for damage or loss, if the cost of which exceeds the security deposit.

9.2 You must report to us, without delay, any defects in the property or breakdown in the equipment, plant, machinery or appliances in the property and garden, and arrangements for repair/replacement will be made as soon as possible.

9.3. The parking of caravans/pitching of tents at the property is strictly forbidden.

9.4. Smoking, both cigarettes and electronic cigarettes (vaping) is strictly forbidden inside Le Tilleul Gites.

## **10. Number of people using the property**

10.1 Only the number of persons stated in the booking form may use the property unless otherwise agreed with us. The maximum number of people, including infants, allowed at the property may not be exceeded. The Owner has the right to terminate hire without prior notice and without refund or compensation if the numbers are exceeded. A pro rata sum will automatically be deducted from your security deposit for any additional adults/children.

## **11. Access**

11.1 We shall be allowed access to inspect the property prior to your departure. We also have a right to access the property during your stay to carry out maintenance and cleaning or, on very rare occasions, for reasons of safety, security or economy. Gardeners and pool maintenance may enter the grounds during your stay,

## **12. Behaviour**

12.1 The person signing the contract is responsible for the correct and decent behaviour of the party. Should you or a member of the party not behave in such a manner, we may use our absolute discretion to terminate the holiday of the person(s) concerned. In this situation the person(s) concerned will be required to leave the accommodation. We will not have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **13. Additional services at the property**

13.1 Payment for services such as additional cleaning is normally made on location.

## **14. Linen**

14.1 Linen and towels are included in the price.

14.2 Pool/beach towels are provided.

14.3 We recommend that you bring your own cot linen for your baby's comfort. If you do not wish to bring your own, please tell us so we can provide it.

## **15. Swimming pool and grounds**

15.1 The shared 7.5 metre above ground swimming pool is open from May to October. The opening hours are 1000 - 2000. As the pool is unheated and relies on the sunshine to heat it, we cannot be held responsible for low water temperatures at any period.

15.2 Please note that swimming pools carry dangerous risks. Upon arrival at the property you and all members of your party must take time to familiarise yourselves with the location, layout and depth of the swimming pool. Please take note of any pool warning signs, depth markings and other instructions for use which may be displayed. Pool safety is of the utmost importance. Children under the age of 16 must be supervised by an adult at all times in the pool. You and your party agree to take full responsibility for the safety of all members of your party in and around the swimming pool and grounds.

15.3 No glass or china is to be taken or used in the pool area. Should any glass or china fall into the pool, we may need to empty, clean and refill the pool. This can take a number of days. You may lose your security/damage deposit as a result.

15.4 Young children must not be allowed to wander unaccompanied in the grounds of the property.

## **16. Security and valuables**

16.1 Any valuables left at the property are left at your own risk. We are not responsible for any loss. Proper care must be taken against theft and burglary. It is essential and your responsibility to ensure all doors and windows are closed and locked when leaving the property, or when by the poolside/in the grounds. No refund can be given should you decide to vacate the property as a consequence of a burglary.

## **17. Arrival and departure**

17.1 Arrival is after 1600 hours local French time (normally GMT + 1 hour). If your arrival is delayed later than 2000 hours you should inform us. Our details will be noted on the directions sheet you will receive upon the payment of the balance.

17.2 You must vacate the property by 10.00 am on the day of departure. If these times cause you difficulty, please advise us at the time of booking. It may be possible to arrange for luggage to be left at the property.

## **18. Information**

18.1 We reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interests of continual improvement, we reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice. See also clause 7.

18.2 If we become aware of material changes after your booking has been confirmed we will advise you before your departure from home.

## **19. Pets**

19.1 Regrettably the gites are not suitable for pets.

## **20. Our liability**

20.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control, including any seasonal farming activity.

20.2 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failures of public utilities such as water, gas or electricity.

20.3 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including, though not limited to act of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, byelaws, or measure of any kind on the part of the Government or local authorities, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any case, we shall be entitled to treat the contract as discharged.

20.4 We cannot accept responsibility for events out of our control, eg bad weather, delay caused by carrier company, breakdown of domestic equipment.

20.5 We cannot be held responsible for any injury, loss or damage to you personally, your belongings or your vehicles when using the accommodation, grounds, equipment or other amenities. The use of these amenities is entirely at your own risk and we accept no responsibility.

20.6 In the event of discharge our liability shall be limited to the return of the sums paid to us in respect of the unused portion of the holiday calculated on a pro-rata daily basis.

## **21 Insurance**

21.1 We strongly advise that all your party have comprehensive travel insurance and European Health cards are carried.

## **22. Law**

22.1 This contract and all matters arising out of it are governed by French law and shall be deemed to have been made in France. We both agree that any dispute, claim or other matter which arises out of or in connection with your contract will be dealt with by a court of competent jurisdiction in France.

## **23. Data Protection**

In accordance with the 1998 Data Protection Act we will ensure that:

23.1 The collation of personal information is fair and lawful

23.2 We take responsibility for all personal information held and used and that appropriate security measures are in place to protect this information

23.3 We request full details of all party members on our booking form as a safety measure whilst you are on holiday

23.4 Please let us know if you would like your personal details to be removed from our database, after your holiday. We may use this data to update you on Le Tilleul Gites and to send you our newsletters

## **24. Notes**

24.1 In common with most of rural France, we are serviced by a septic tank. It is important that no sanitary, baby items, or cotton wool/facial wipes etc, are flushed down the toilets and only French toilet paper is used (British toilet paper is indigestible to the septic tank flora!) Only toilet cleaners suitable for septic tanks may be used.

**Revised January 2020**