

LAVENDER COTTAGE, VINE COTTAGE & ROSE COTTAGE - BOOKING CONDITIONS

1. The properties known as Lavender Cottage, Vine Cottage & Rose Cottage (“the properties” or “property”) are offered for holiday rental subject to confirmation by the Owner to the renter (“the Client”).
2. To reserve a Property, the Client should complete and sign the booking form and return it together with payment of the initial non-refundable deposit (25% of the total rent due). Following receipt of the booking form and deposit, the Owner will send an e-mail confirmation of the booking. This is formal acceptance of the booking. Unless the owner hears from the Client within 7 days of issuing this confirmation the Owner will assume that the Client is satisfied with the arrangements and the contract will take effect.
3. The balance of the rent is payable not less than 8 weeks before the start of the rental period. Reservations made within 8 weeks of the rental period require full payment at the time of booking. If payment is not received by the due date, the Owner reserves the right to give notice by e-mail 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. In this event, clause 7 of these booking conditions will apply.
4. Any chargeable expenses arising during the rental period should be settled locally with the Owner or their representative before departure.
5. A security deposit of £150 is required for each in case of, for example, damage to the Property or its contents, the garden or the pool. 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 security deposit and if there are no problems will refund it within 2 weeks after the end of the rental period.
6. The client is fully responsible for any damage to the property, pool, garden & contents during their stay. French insurance does not cover damage by guests & you are liable for the total cost of rectification. This is not limited to the security deposit. If the client finds anything damaged or broken when they first arrive or something occurs during the holiday they must notify the Owner immediately.
7. Subject to clauses 2 and 3 above, in the event of cancellation, refunds of the amounts paid will be made only if the Owner is able to re-let the Property, and any expenses or losses incurred in doing so and the non refundable 25% deposit will be deducted from the refundable amount. The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party’s personal belongings, accidental damage, public liability etc. since these are not covered by the Owners insurance.
8. The rental period shall commence from 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 times stated and the Client shall not be entitled to remain in occupation after the time stated.
9. The maximum number to reside in the Property must not exceed that number stated on the booking form & changes of people during the booking period is allowed but only with the Owner’s prior written permission.
10. The Owner reserves the right to close down the swimming pool during the season for whatever reason and may do so without payment of any compensation or deduction from the holiday price.
11. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a clean and tidy condition at the end of the rental period. Although a final clean is included in the price, the Owner reserves the right to make retention from the security deposit to cover additional cleaning costs if the Client leaves the Property in an unacceptable condition. The Client also agrees not to act in any way that would cause disturbance to the Owner’s neighbours.
12. The Client shall report to the Owner without delay any problems or defects in the Property or breakdown in the equipment, machinery or appliances in the Property, garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible.
13. Prices quoted are per week and not per person. Prices do not include travel to and from the Property. Arrangements for this must be made separately.

14. 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 respect of any equipment, plant, machinery or other appliances in the Property, garden, parking or swimming pool.
- for any loss, damage or injury which is the result of adverse weather conditions, riots, strikes or other matters beyond the control of the Owner.
- for any loss, damage or inconvenience caused or suffered by the Client if the Property shall be destroyed or substantially damaged or become uninhabitable for any reason whatsoever 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 the sums previously paid in respect of the rental period.
- for any loss, damage or injury caused by the Client's use of the accommodation, amenities, parking, pools etc or to the Clients vehicles and belongings. The Client accepts that the use of the facilities and the presence or effect of the naturally occurring flora and fauna are entirely at the Clients risk

15. If the Clients borrow the bikes (which are free but do not include helmets) they do so at their own risk & no liability can accrue to the Owners for any reason whatsoever including but not limited to mechanical failure or lack of safety equipment

16. Whilst the Owner makes every effort to ensure that the particulars of the Property fairly represent and describe the Property, its surroundings and amenities, as being an accurate and fair description, the Owner shall not be liable for any mis-description of the same

17. In the event of any dissatisfaction or complaint concerning the letting the Client shall notify the Owner immediately thereof, and confirm the same in writing or by e-mail in any event within seven days of the date of the termination of the letting. No liability whatsoever shall attach to the Owner in the absence of such written notification. For the avoidance of doubt that is not 7 days from the date of the return of the security deposit, in whole or in part, but notification must be in writing within 7 days from the departure date.

18. Under no circumstances shall the Owner's liability to the client exceed the amount paid in respect of the rental period.

19. In the event of any breach of the above terms and conditions by the Client the Owner may at their absolute discretion terminate the agreement & holiday forthwith, and the Client shall be liable to compensate the Owner for any loss or damage whatsoever or howsoever thereby incurred.

20. This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.