

BOOKING CONDITIONS FOR CLIENTS AT "MAISON DE FAMILLE"

All bookings are made with Christopher Needler and any reference in this or other documentation to "we" or "us" means Christopher Needler. You (the person signing the booking form as party leader) agree to enter into a contract with Christopher Needler on the following terms and conditions. Your signature on the booking form will be taken as confirmation that you and your party understand and accept all of these conditions which are as follows:

1. Booking Conditions Deposit

- 1.1. A deposit of 30% of the property rental must be paid at the time of the booking. No contract will exist between you and us until we have confirmed your booking in writing, which will be done by e-mail, fax or letter. We reserve the right to refuse a booking without giving any reason.

We reserve the right to refuse access to the property to anyone who is either not on the original booking form or has not been notified to us in writing as a change to that original booking form.

A minimum rental period of two weeks is generally required in the high season, unless for any reason there are odd weeks available. If you require one week only, please ask.

Payments should generally be made in sterling. Bank charges in relation to the transfer are for your own account.

Payment of Balance

- 1.2. Payment of the balance must be made no later than **ten** weeks before the booked arrival date. Failure to pay the balance on time may be deemed to constitute cancellation of this booking, and if this is considered to be the case then cancellation charges will become payable. If you book within ten weeks of the arrival date you will be required to pay the full cost of the property rental at the time of booking.

Cancellation Charges

- 1.3. If you wish to cancel your booking, we must be notified **in writing**. The cancellation will take effect from the day the written confirmation is received. The following charges will be payable, depending on when the notification of the cancellation is received:

More than 16 weeks before departure – no charge.

Between 10 and 16 weeks of departure – 30% of total booking.

Within 10 weeks of departure – 100% of total booking.

The above cancellation charges also apply if we cancel the booking due to non-payment of the balance. In the event of a cancellation, we shall be entitled to retain a sum sufficient to cover the clerical administration and other expenses incurred, which will be kept to a minimum.

If you change the dates of your booking, this will be treated as a cancellation of the original booking and cancellation charges may apply. Whilst we will do everything to accommodate your required change, if we are unable to make the changes you have requested, you will remain subject to the terms of this contract.

Cancellation by Us

- 1.4. Though it is unlikely that we will have to make any changes to confirmed arrangements, it may conceivably happen and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the dates you have booked, and you are unable or unwilling to accept an alternative, we will cancel the booking and refund any sums paid by you. We will not be liable for any further obligations or claims.

2. Liabilities of Christopher Needler

- 2.1. We shall not be liable for the death of or personal injury to any person named on the Booking Form or other person at the property. **We draw your attention to the fact in the garden there is a flowing stream and 2 unprotected drops of approx. 4 ft.**
- 2.2. We shall not be liable for any injury, loss, damage, delay, expense or inconvenience of any kind caused as a result of any defect in any aircraft, train or other conveyance or building or the contents thereof or the failure of any service provided therein, any delays in transport, itineraries or any act, omission or default of the travel services their servants or agents or any other causes whatsoever and howsoever arising whether or not within reasonable control of Christopher Needler.

YOU MUST HAVE INSURANCE TO COVER ACCIDENTAL DAMAGE TO PROPERTY, AND EMERGENCY MEDICAL EXPENSES. PERSONAL POSSESSIONS ARE NOT COVERED BY PROPERTY OWNERS INSURANCE.

Where you have asked us to give you information on additional services or equipment for which we have made no charge, this is an arrangement between you and the supplier direct. We accept no responsibility for the quality or safety of these services or equipment.

3. Number of Persons/Replacements

- 3.1. The number of persons occupying the property may in no circumstances exceed 10.
- 3.2. If you exceed the permitted number of occupants you are in danger of invalidating the insurance cover and, if you do, this will be entirely at your own risk.
- 3.3. No camping in tents or caravans is permitted in the property grounds.
- 3.4. If you breach any part of this clause you may be asked to leave the property immediately without any refund or compensation.
- 3.5. We reserve the right to inspect the property at any time after giving you reasonable notice. No notice will be given if we suspect that any aspect of this clause has been broken

4. Letting period

The minimum letting period is one week, though in July and August bookings for less than two weeks will not normally be accepted.

5. Arrival and Departure

- 5.1. Arrival and departure is always on a Saturday.
- 5.2. **The property will be available to you from 4.00pm** onwards. Please do not arrive before that time as we have to ensure that everything is ready for your arrival.
- 5.3. If you are arriving by plane, please try to arrange your flights so that you arrive at the villa not later than 6.00pm
- 5.4. In order for us to prepare the property for the next guests, **please ensure that your departure is at or before 10.00am.** The manager of the house and cleaning lady will arrive at 9 am and start cleaning the bedrooms and bathrooms, but you will be allowed to continue to use the lounges and kitchen for breakfast and the final preparations for departure.

6. Security Deposit

- 6.1. All rentals are subject to the conditions that clients will pay for any damage caused by them to the property and its contents during their occupancy of the property. You will therefore be required to make a security deposit of £500 with your final payment and this will be shown as such on your invoice. Keys to the property will not be given unless the deposit has been made.
- 6.2. This amount will be refunded in full within 2 weeks of your departure from the property unless you have incurred any additional charges during your stay, which have not been separately paid for, or in the unlikely event that you have caused damage to the property, which requires repair or replacement.
- 6.3. The charges to be deducted from the deposit will be estimated by us and such estimate will be final and binding on you. The balance, if any, will be returned as soon as the charges have been collected and collated which can take up to 4 weeks.
- 6.4. If the necessary repairs cost more than the security deposit, less any charges not separately paid for, we will require you to pay the balance.
- 6.5. Please be assured that should repairs or replacements be necessary we will do everything to minimise the costs to you.
- 6.6. Any items which have been broken should not be replaced. We will inform you of the cost, for which we will require payment and we will replace the articles ourselves.

7. Care of the Property

- 7.1. You agree to treat the property with care and consideration and to inform us of any damage you have caused as soon as possible.
- 7.2. You will either be provided with a demonstration of equipment or you will be given instruction leaflets. If you do not follow these instructions you will be liable for any damage caused.
- 7.3. The property insurance will be invalidated if the external doors are not locked and the shutters and the entrance gate are not closed when you leave the property unattended. You agree to accept full responsibility for any costs incurred by Christopher Needler which can be shown to be as a direct result of your failure to adequately secure the property when you left it unattended.

- 7.4. You must have your own valid travel insurance for any claims re theft/damage/accident.

8. Cleaning

- 8.1. We ask you please to leave in cash **€100 for 1 week bookings and €150 for 2 week bookings** for the cleaners to cover general cleaning and laundry costs before you depart. **However should the villa not be left clean and tidy and require additional time being spent, a deduction will be taken from your security deposit.**

9. Maid Service

If you have rented the villa for more than 1 week, at the end of each week, your sheets on each bed used will be changed. If you require extra cleaning, you will be charged at a rate of €15 per hour. Please let us know at least 4 weeks before your arrival if you require any additional maid service.

10. Utilities

During the months of May to September inclusive, under normal usage conditions, electricity is included in the rental price. Excessive use of electricity may be subject to additional charges.

In periods outside the above, electricity charges are by agreement.

The voltage in France is 220v and, subject to having the correct plug, all your personal electrical equipment should work – unless you are from America, in which case you will need a transformer.

If there are severe thunderstorms or the system is overloaded, it is possible that the trip switch will be activated. Be sure you understand how to reset it.

11. Linen and Towels

All bed linen, including sheets, pillowcases and duvet covers, and hand towels and tea towels are included in the price. Linen is changed once per week. If you require more frequent changes, there will be extra charges.

12. Local Taxes.

In this part of France, a tourist tax, “taxe de séjour” is chargeable to raise funds for the maintenance and general upkeep of the area. This tax is included in the rental income that you pay.

13. Swimming Pool

The pool is generally not available outside the months of May to September. This was mainly because it was too cold and the pool is not heated

Under normal weather conditions, the water should remain clear and blue. If there are severe weather conditions this might result in the pool becoming slightly discoloured and it may take a day or so to return to its normal colour. This is a natural phenomenon over which we have no control. Normally the pool is cleaned twice a week.

Please note – **you use the pool at your own risk** and there are no lifeguards on duty. Diving is not permitted. The pool does not have depth markings

and you should check the water depth before using it. **Do not use the pool if you are under the influence of alcohol.** Do not take breakable glass or utensils into the pool area or anywhere where there is a danger from broken glass. Plastic glasses are provided specifically for this purpose. **Do not swim at night.** The surrounding tiles can become slippery when wet. Please take special care when the tiles are wet and do **NOT** run. **Always be sure to supervise children.** There is a security fence around the pool; you will always need to make sure the gate is closed when not in use.

14. **Valuables**

Any valuables left at the property are left at your own risk. We are not responsible for their loss and we therefore ask that you take out the appropriate personal travel insurance.

15. **Smoking**

- 15.1. Smoking is not permitted anywhere inside the house. Please adhere to these rules for the benefit of subsequent guests. If you have to smoke, please do so outside, **BUT NOT IN THE WOODLAND AREA**, where the risk of fires is very great. Cigarette butts must be cleared away and **MUST NOT** be not left lying around the garden. Again, you must be aware of the potential fire hazards.

which leads me to believe you may not be a suitable occupant for my property. No contract comes into existence between us until I have despatched written confirmation of your booking to you.

Christopher Needler

.....

16. **Fires**

- 16.1. **LIGHTING OF FIRES IN THE GARDEN IS ABSOLUTELY FORBIDDEN UNDER FRENCH LAW.** You will be held personally responsible for any fire damage you may cause by breaking this rule.

Party Leader

.....

17. **Complaints**

We sincerely hope there won't be any! But if there are **please ensure that you let us know as soon as possible and certainly before you leave the property.**

- 17.1. However, we do not accept responsibility for the breakdown of the supply of water or electricity nor of the swimming pool filtration system, though we will do everything humanly possible to arrange for any such problems to be resolved with the utmost speed.
- 17.2. Any complaints must be notified to our local representative immediately.
- 17.3. If you vacate the property before the end of the rental period without our authorisation, you may lose your rights to compensation.

18. **Photography**

Photographs taken at the property or taken off our website cannot be used or sold for profit or reward without our written authorisation.

19. **Law**

Any disputes in relation to these Terms and Conditions or data you have entered on your Booking Form shall be between Christopher Needler and you and shall be governed in all respects by European Law.

20. **Receipt of Correspondence**

This will be sent by e-mail, fax or letter.

21. **Booking Confirmation**

I have the right to refuse any booking without giving a reason. I also have the right to cancel any booking if after accepting it I become aware of any facts or information

