

## GITE 79

### BOOKING CONDITIONS

The following booking conditions should be read carefully. This constitutes a "contract" which shall be governed by French law in every particular including formation 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 to court of competent jurisdiction in France

1. The property situated at "Le Noyer", Le Long Bois, 79110 Hanc, Chef Boutonne, Deux-Sevres hereafter "the property" is offered for holiday rental subject to confirmation by Mrs Ruth Reid hereafter "the owner" to the renter.

2.a): To reserve "the property", the "client" should complete and sign the booking form on behalf of all his party and return it together with payment of the initial non-refundable deposit of 25%, the "owner" will send confirmation letter and receipt. This is the formal acceptance of the booking.

b): Final payment must be made no later than 28 days prior to arrival date and is highlighted in your confirmation letter.

3. In the event of a cancellation refund of the deposit or full payment will only be paid if the "owner" is able to re-let the "property" successfully. 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, public liability etc since these are not covered by the "owners" insurance.

4. The rental period shall commence at 4.30pm on the first day and finish at 9.30am 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.

5. The maximum number to reside in the "property" must not exceed 10 persons at any time.

6. 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 agreement. The "client" also agrees not to act in any way which would cause disturbance to those resident in neighbouring properties.

7. The "client" shall report to the "owner" without delay any defects in the "property" or breakdown in the equipment, plant, machinery or appliances in the "property" garden or swimming pool and arrangements for repair and or replacement will be made as soon as is possible.

8. The "owner" shall not be liable to the "client":- a): for any temporary defect or stoppage in the supply of public services to the "property", nor in respect of any equipment, plant, machinery or appliance in the "property", gardens or swimming pool: b): for any loss, damage or injury which is the result of adverse weather conditions, riot, war or strikes or other matters beyond the control of the "owner".

c): for 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. Travel costs non inclusive.

9. Under no circumstances shall the "owner" liability to the "client" exceed the amount paid to the "owner" for the rental period.

10. Any chargeable expenses arising during the rental period e.g. wood, linen, electricity and gas supplements or damages should be settled with the "owner" before departure.

11. Swimming pool:- This is a danger zone for all young children and it is in the interests of all parents/ adults residing at the property to never leave children unattended around the pool area. Any safety devices in place are an aid to prevent the loss of life but there can be no substitute for adult supervision at all times.

At the end of the day, the life of a child cannot be replaced whether a swimming pool is considered to meet the current requirements or not but I as the owner have tried to make every effort to respect these new regulations and maximize the safety of the pool area for your pleasure and security.

The swimming pool is now completely fenced off with a 1m20 high security fence to comply with the new regulations desired but as yet there is no official body to inspect this at this stage. The keys for the entry gate is on your house keys and you are strongly advised to keep this gate closed at all times and padlocked overnight and on days out to maximize the benefit of this and help avoid any unwanted incidents.

I as the owner of the property cannot accept any responsibility for parental action or lack of, in this respect during residency at the property - remember nothing can substitute vigilance and it is without doubt the responsibility of the adults concerned to maintain an active surveillance of the pool area at all times.

The booking form, signed by the head of the party, accepts these terms and booking conditions on behalf of himself and all members of his party residing at the property for the duration of his holiday.