

Les Quatre Vents

BOOKING TERMS & CONDITIONS

1. The property known as Les Quatre Vents Gîte 1 or Gîte 2 situated at La Branlière, 50680 Cerisy-la-Forêt, France ("The Property") is offered for holiday rental subject to confirmation by Martin and/or Carolyn Fletcher ("The Owner") to the hirer ("The Client") whereby "The Client" refers to all members of the party. The Booking Contract is made between The Client and The Owner.

2. To reserve The Property, The Client should complete and sign the Booking Form and return it together with payment of a non-refundable Deposit of £150 per week booked for Gîte 1 or £300 per week booked for Gîte 2. This Deposit forms part of the rental payment. Following receipt of the signed Booking Form and Deposit The Owner will send confirmation. This is the formal acceptance of the booking.

3. The outstanding balance of the rental plus the refundable Security Deposit (see clause 5) is payable not less than eight weeks before the start of the rental period. If payment is not received by the due date The Owner reserves the right to give notice 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 6 of these Booking Conditions will apply. Reservations made within eight weeks of the start of the rental period require full payment plus the refundable Security Deposit (see clause 5) at the time of booking.

4. Any chargeable expenses arising during the rental period (e.g. logs) should be paid for at the time.

5. A refundable Security Deposit of £150 per week booked for Gîte 1 or £300 per week booked for Gîte 2 is required for the rental period in case of damage to The Property or its contents. 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 refund any balance due within two weeks after the end of the rental period.

6. Subject to clauses 2 and 3 above, in the event of a cancellation by The Client refunds of amounts paid will be made if The Owner is able to re-let The Property. Any expenses or losses incurred in so doing will be deducted from the refundable amount. The Client is strongly recommended to arrange comprehensive personal and travel insurance (including cancellation cover) and to have full cover for the party's personal belongings, public liability etc, since these are not covered by The Owner's insurance. If for any reason The Owner is obliged to cancel The Client's booking, all monies paid by The Client to date will be refunded in full. This is the limit of The Owner's liability to The Client.

7. The rental period shall commence at 4.00 pm local time on the first day and finish at 10.00 am local time 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.

8. The number of people staying at The Property must match the details on the Booking Form and must not exceed the maximum occupancy as stated on The Property's website and/or printed promotional materials. The Owner reserves the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded.

9. The Client is responsible under French law for the property and its contents whilst on holiday and agrees to take good care of The Property and its contents and to leave it in a clean and tidy condition at the end of the rental period. The Owner reserves the right to deduct from the Security Deposit a payment to cover additional cleaning costs if The Client leaves The Property in an unacceptable condition.

10. The Client is required to either lock ajar or close all Velux windows whenever they leave The Property and to close other windows. The Owner reserves the right to enter The Property if necessary to close any windows left open (e.g. in case of rain).

11. The Client agrees to act responsibly and considerately towards neighbours. The Owner reserves the right to terminate the rental and request the departure of the offending Client without reimbursement if this is not respected.

12. The Client shall report to The Owner without delay any breakages or defects in The Property or breakdown/malfunction of any machinery, equipment or appliances in The Property or its grounds so that arrangements for repair and/or replacement can be made as soon as possible. The Owner reserves the right to make additional deductions from the Security Deposit as they see fit if The Client breaches this clause of the Booking Contract.

13. The use of accommodation, amenities and equipment is entirely at The Client's risk.

The Owner shall not be liable to The Client:

for any injury to any member of The Client's party.

for any loss or damage to The Client's belongings or motor vehicles.

for any temporary defect or stoppage in the supply of public services to The Property nor in respect of any equipment, plant, machinery or appliances in The Property or its grounds.

for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of The Owner.

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 refund to The Client all sums previously paid in respect of the rental period. This is the limit of The Owner's liability to The Client.

14. The property is serviced by a "fosse toutes eaux" (septic tank). Sanitary and/or baby items must be placed in the bins provided and NOT flushed down the toilets. Only French toilet paper is to be used as English toilet paper is apparently indigestible to the septic tank flora. An initial supply of French toilet paper is provided by The Owner. No bleach or anti-bacterial products are to be used.

15. Smoking is strictly forbidden inside the gîte for the comfort of all guests. The Owner reserves the right to retain the Security Deposit if The Client breaches this clause of the Booking Contract.

16. No pets are permitted at the property.

17. No camping is permitted in the grounds.

18. Under no circumstances shall the liability of The Owner to The Client exceed the amount paid to The Owner for the rental period.

19. No complaints will be accepted by The Owner after The Client has departed at the end of the rental period.

20. This contract 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 Booking Contract may be brought in any court of competent jurisdiction in France.

Making a booking signifies unconditional acceptance of these Booking Terms & Conditions.