

## **Terms and Conditions - 2012 Season** (excepting possible future modifications)

1. The Owner, whose name figures on the booking form as being the letter, offers the property, as described in the property details, ("The Property") for holiday rental, subject to written confirmation, to the renter ("The Client"). Martin Holmes, trading as Accord Services, is mandated by the Owner to publicise The Property on the Internet or through any other media and to register reservations on their behalf. **The letting contract is between The Client and The Owner.** The Owner may be represented at the Property by a person mandated to manage the rentals.
2. The description of The Property is given in all good faith, based on the information supplied by The Owner. However, it is the responsibility of The Client to establish the suitability of The Property for his/her party's needs and to ask for any information that he/she deems relevant prior to booking.
3. To reserve The Property, The Client should complete and sign **two copies** of the Booking Form (letting contract) and post them to Accord Services and make the payment of the initial **non-refundable** deposit (25% of the total rental due). This payment is made by card over the telephone. Other payment methods may be accepted, subject to supplementary charges. Following receipt of the Booking Form and clearing of the 25% deposit, the client will receive a counter-signed copy of the Booking Form and a receipt for the deposit payment as confirmation. **This is the formal acceptance of the booking.** If the completed Booking Form is not received within **21 days** of the initial reservation The Owner reserves the right to consider the reservation tacitly cancelled.
4. The balance of the rental is payable not less than **eight weeks** before the start of the rental period. If payment is not received by the due date plus 14 days, the Owner reserves the right to give written notice that the reservation is cancelled. In this event, clause 7 of these Booking Conditions will apply. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.
5. Any chargeable expenses arising during the rental period (eg: telephone charges, linen hire, heating supplement, cleaning supplement, residence tax) should be settled locally with The Owner before departure.
6. A Security Deposit is required for each rental period to cover possible damage to The Property or its contents or in the event of The Property not being thoroughly cleaned prior to departure, or in the event of chargeable expenses not being paid. 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 refund the totality or the balance due within 15 days of the end of the rental period. The amount of the Security Deposit applicable to The Property and the mode of payment and recovery is stated in the property details and on the Booking Form. The Security Deposit is integral to the letting contract between The Client and The Owner. Accord Services take no part in establishing or mediating any deductions that the Owner deems due. **The Owner reserves the right to refuse entry to The Property in the absence of the required Security Deposit.**
7. In the event of a cancellation by The Client, or a cancellation relating to clause 4, the client remains liable for the full rental amount. The lifting of this liability or the refund of balance amounts paid will only be accorded if The Owner is able to re-let the period and any losses or expenses incurred in doing so will be deducted from the amount due. The Client is strongly recommended to ensure that his/her comprehensive travel insurance policy includes cancellation cover.
8. **The Client agrees to take out a comprehensive travel insurance policy giving full personal liability cover for all members of the party, since, under French law, this is not covered by the property owner's insurance. The Client agrees to provide documentary proof of this cover on arrival at the property (or beforehand if indicated to do so). The Owner reserves the right to refuse entry to The Property in the absence of this documentary proof.**
9. The rental period shall commence at 5.00 p.m. on the first day of the rental period and finish at 10.00 am 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. Late arrival times must be agreed with the Owner in advance.
10. The maximum number to reside in or at The Property, or to use the associated facilities, must not exceed the stated capacity unless The Owner has given written permission. (This precludes adding further mattresses, camp beds, tents, caravans and camping cars.) **Any modification to the number of residents indicated on the Booking Form must be notified before the start of the rental period. The Owner must be notified of any external non-resident visitors before their arrival and they may be accepted solely at the Owner's discretion and according to any terms that the Owner may wish to impose.**
11. The Client agrees to be a considerate tenant, to take good care of The Property and the associated facilities and to ensure that no one in his/her party acts in any way which could cause disturbance to neighbouring properties or cause risk of damage or injury and to adhere to any internal rules and regulations present at the Property. **The Client agrees to leave the Property in a clean and tidy condition at the end of the rental period. The Owner reserves the right to make a retention from the Security Deposit to cover the additional cleaning costs if The Client leaves The Property in an unacceptable condition. The Owner is the sole judge in this matter. The option of a full cleaning service at the end of the rental period, where available, does not dispense the Client from leaving the property in a reasonable fit state.**
12. The Client agrees to ensure the safety of his/her party at all times, in particular the safety of small children and non-swimmers around the swimming pool area (where applicable) or other water. Whatever the pool safety equipment present, homologated or otherwise, The Client must determine the suitability of all the facilities for his/her party prior to booking and accepts that any safety equipment does not replace the need for proper vigilance at all times.
13. The Client shall report to the Owner, without delay, any defects or shortcomings in The Property, or breakdown of equipment or appliances, in The Property or the associated facilities in order that remedial action can be undertaken as soon as possible. No reclamation will be accepted concerning defects or shortcomings not reported at their time of discovery. **Any reclamation must be addressed to the Owner, these reclamations relating solely to The Owners' contract with The Client, and not relating to the publicity and administration services supplied by Accord Services.**
14. The Owner or Accord Services 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 appliance in The Property, garden, swimming pool or associated facilities.
  - for any loss, damage or injury that is the result of adverse weather conditions, riots, wars, 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, within seven days of notification to The Client, refund to The Client all sums previously paid in respect of the rental period.Under no circumstances shall The Owner's or Accord Services' liability to The Client exceed the amount paid to The Owner for the rental period.