

Le Pas des Aigles

Booking Terms and Conditions

1. The property known as Le Pas des Aigles (Les Magnolias and Les Lauriers) is offered for holiday rental subject to confirmation by Mr & Mrs Phillips (the "Owners") to the renter (the "Client"). Prices are per gite per week inclusive of linen, towels, electricity, gas and water. Guests are requested to supply their own towels for the pool.
2. **To reserve the gites**, the client should complete and sign the booking form & conditions and forward them to Karen Phillips, 3 Le Pas des Aigles, 33920 SAUGON, France and pay the 25% **non-refundable** deposit.
Method of payment: by internet bank transfer. Payment by cheque by special request. Following receipt of the booking form and deposit, the Owners will send confirmation. This is the formal acceptance of the booking.
3. The **balance** of the rent, together with the security deposit (see clause 5) is payable not less than 8 weeks before the start of the rental period. If payment is not received by the due date, the Owners reserve the right to give notice in writing that the reservation is cancelled. The client will remain liable to pay the balance of the rent unless the owners are able to relet the property. In this event clause 6 of these booking conditions will apply. Reservations made within 8 weeks of the rental period require full payment at the time of booking.
4. Any chargeable expenses arising during the rental period should be settled locally with the Owners before departure.
5. **A security deposit of £150 per gite** is required in case of, for example, damage to the pool, property or its contents or failure to leave the property clean. 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 balance due within 2 weeks after the end of the rental period.
6. Subject to clauses 2 & 3 above, in the event of a **cancellation**, refunds as follows, less expenses, will be made if the Owners are able to relet. 56+ days notice – deposit only kept; 56-42 days - 50% kept; 41-14 days - 75% of full cost kept; 13-0 days – no refund. **The Client is advised to arrange a comprehensive travel insurance policy including cancellation cover, and to have full cover for the party's belongings, public liability etc. since these are not covered by the Owner's insurance.**
7. The rental period shall commence at **4.00pm** on the first day and finish at **10.00am** on the last day. The Owners 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. If late arrival is expected then please advise.
8. The **maximum number** to reside in each gite must not exceed 8 unless the Owners have given written permission. The booking is for only those listed on the Booking Form – any alterations/additions must be agreed prior to your holiday.
9. No tents, caravans, campervans etc., may be pitched in the grounds without proper permission. Animals are not accepted.

10. The Client agrees to adhere to the Pool Safety Rules, available on arrival or on request. Failure to comply will result in exclusion from the pool. Children and non-swimmers using the pool must be supervised at all times.
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 our prices, the Owners reserve the right to make a 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 other residents and those in neighbouring properties.
12. The Client shall **report to the Owners without delay any defects** in the property or breakdown in the equipment, plant, machinery or appliances in the property and arrangements for repair/replacement will be made as soon as possible.
13. The Owners shall not be liable to the Client for: -
 - a) 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 or garden;
 - b) 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 Owners shall, within 7 days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
 - c) Any loss/damage/injury which is the result of adverse weather conditions, Act of God, riot, war, fire, flood, industrial disputes, port/airport closure, epidemics, government action or other matters beyond their control which prevents fulfilment of the contract by the Owners. (Force Majeure).
 - d) Any accident or injury however sustained on the premises or gardens or pool area by the Client or member of their party or guests.
14. If the Client fails to notify the Owners of any problem or dissatisfaction prior to departure from the property, it will be deemed that the Client is satisfied and therefore has no cause for redress.
15. Under no circumstances shall the Owners' liability to the Client exceed the amount paid to the Owner as rental. Any dispute between the Owner and the Client where parties cannot come to an agreement will be dealt with in the Courts of France only.

I have read, understood and accept these conditions as part of my booking.
Signed and dated by party leader: