

# BOOKING CONDITIONS

The property known as "the Property" is offered for holiday rental by the Property Manager to the renter [the Occupant].

## 1. Booking and Payment

- 1.1. To reserve a property, the Occupant should complete and sign the rental agreement and return it together with payment of the non-refundable deposit (30% of the total rent due) within 8 days after initial booking via phone or e-mail.
- 1.2. The balance of the rent together with a security deposit (see Clause 2) unless agreed differently is payable not less than 8 weeks before the start of the rental period. If payment is not received by the due date, the Property Manager reserves the right to give notice in writing that the reservation is cancelled and the deposit forfeited. The Occupant will remain liable to pay the balance of the rent, unless the Property Manager is able to re-let the Property. In this event, clause 3 of these conditions will apply. Reservations made within 8 weeks of the start of the rental period require full payment at the time of the booking. During the low season, electricity will be charged during the stay, to be paid cash upon departure.
- 1.3. Credit cards are not accepted.
- 1.4. The Occupant shall not sublet or assign the property or any part of it.

## 2. Security bond

- 2.1. A security bond of €700 is required in case of, for example, damages to the property or its contents. However, the sum reserved by this clause shall not limit the Occupant's liability to the Owner and the Property Manager has the authority to invoice the Occupant by email, fax or post for immediate payment.
- 2.2. The Property Manager reserves the right to deduct monies from the security deposit to remedy any damage, excess cleaning, missing items, ... caused by the Occupant.
- 2.3. The Property Manager will account to the Occupant for the security deposit and refund the balance due within 10 days after the end of the rental period.
- 2.4. For bookings longer than 4 weeks, the amount of Bond may vary.

## 3. Cancellation & Refund Policy

- 3.1. If a booking is cancelled less than 60 days prior to the Arrival date :  
100% of the total amount is retained
- 3.2. If the Property Representative is able to re-let the Property, for all or part of the rental period, any expenses or losses incurred in so doing will be deducted from the balance of any amount to be refunded to the Occupant.

## 4. Refund Covid policy

- 4.1. The Occupant will obtain a refund under the following conditions :
  - 4.1.1. If the government of the country of origin of the Occupant forbids all travel abroad to France.
  - 4.1.2. If travel or border restrictions in France (ordered by the French government in response to COVID-19) prevent the Occupant from travelling to France or to the rented property.
  - 4.1.3. If there is a mandatory lockdown and travel prohibition in France or the country of origin of the Occupant.
  - 4.1.4. If the French government decides, up to the day before arrival, to impose quarantine restrictions on the country or geographical zone of the property for the period of the Occupant's stay. This is on condition that the Occupant does not spend the quarantine period in the reserved property.
- 4.2. The Occupant will not receive a refund for personal motives (anxiety, closed restaurants, closed beaches, etc...). In that case Clause 3 will be applied.



## 5. Insurance policy

- 5.1. Subject to Clauses 1 & 3 above, the Occupant is strongly advised to arrange a comprehensive travel insurance policy which includes cancellation cover and full cover for personal belongings, public liability etc, since these are not covered by the Owners' insurance.
- 5.2. Should the Occupant or other persons holidaying or staying at the Property cause any damage to the Property or its contents or grounds or any third party, the Occupant will be responsible for such damage. The Occupant agrees to take out insurance to cover these eventualities.

## 6. Rental fee

- 6.1. The rent stated in the contract covers the running costs, such as water, garden upkeep and pool maintenance.
- 6.2. The rent does not include electricity, the Occupant will be charged per Kw/H at the applicable EDF rates during his/her stay. An electric reading will be done in the presence of the Occupant at arrival and on the day of departure.

## 7. Period of rental

- 7.1. The rental period shall commence at 5 .00pm on the first day and finish at 09.30am on the last day unless otherwise agreed with the Property Manager. The Property Manager shall not be obliged to offer accommodation before the time stated and the Occupant shall not be entitled to remain in occupation after the time stated.
- 7.2. The Occupant shall agree the arrival time with the Property Manager to enable the keys to be made available at the start of the Rental Period. In the event that the Occupant's arrival is very late or delayed he/she shall immediately inform the Property Manager by telephone. If the Occupant cannot gain access to the property because of late arrival the cost of alternative accommodation shall be the responsibility of the Occupant.
- 7.3. Failure to depart will authorise the Property Manager to levy additional charges for rental and costs incurred.
- 7.4. Extensions to the rental period are subject to availability and approval of the Property Manager.

## 8. Keys and Securities

- 8.1. Two sets of keys will be provided (unless stated differently on the inventory), to be returned upon departure day with all security devices to the Property Manager.
- 8.2. Two sets of keys will be provided (unless stated differently on the inventory), to be returned upon departure day with all security devices to the Property Manager.
- 8.3. For each key or security device that is not returned, a charge of €60 will be deducted from the deposit.
- 8.4. If any Occupant requires assistance in gaining entry to the property, for example leaving the keys in the property, a nominal fee will be charged.
- 8.5. The Occupant agrees not to duplicate any of the property's keys for whatever use.

## 9. Number of persons accommodated

The maximum number of persons that may be accommodated at the property is specified in your holiday rental agreement. Excess persons will be required to vacate the property or a pro rata charge may apply if appropriate bedding is available at the property.



## 10. Pool

- 10.1. The use of accommodation and amenities where offered such as swimming pool lies entirely at the user's risk and no responsibility can be accepted for injury to user or visitor.
- 10.2. The pool is not available in low season unless specified otherwise.

## 11. Electric car

The charging of an electric car is strictly prohibited as there is no dedicated EV charging point, nor power socket, either indoors or outdoors, that is suitably rated, protected and certified as safe for use for charging an EV, or for plugging in a lead that is routed outdoors.

## 12. Internet

Internet is offered on a complimentary basis and is not guaranteed to always be available or at the speed that the Occupant may be used to.

The Occupant is not permitted to download large files (such as films or games), the use of the internet is conditional upon it being used for legal purposes only.

## 13. Liability

- 13.1. The Owner nor Property Manager shall not be liable to the Occupant :
- 13.1.1. For any temporary defect of 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.
- 13.1.2. For any loss, damage or injury, which is the result of adverse weather condition, blocked roads, riot, strikes or other matters beyond the control of the Owner/Property Manager. If, as a result of a force majeure, the Occupant misses his return departure and extra accommodation is required, the Owner/Property Manager will not be responsible for that cost. The Occupant is strongly recommended to take insurance which, subject to terms, will cover this.
- 13.1.3. For any loss, damage or inconvenience caused to or suffered by the Occupant if the Property shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner/Property Manager shall, within seven days of notification to the Occupant, refund to the Occupant all sums previously paid in respect of the rental period.
- 13.2. Under no circumstances shall the Owners' or Property Manager's liability to the Occupant exceed the amount paid to the Owner for the rental.
- 13.3. No responsibility can be accepted for any loss or damage to any motor vehicle or its contents.
- 13.4. Every reasonable effort has been made to ensure that information about the property is correct at the time of publishing and all such information and statements made by the Owner/Property Manager are made in good faith but without liability.

## 14. Cancellation by the Property Manager

In the unlikely instance that a property is withdrawn, the Property Manager will endeavor to locate a property of equivalent specifications. However, should the alternative property be unavailable or unsuitable, the Occupant will receive a partially or full refund of the monies received as viewed per case.

## 15. Inventory

The Occupant is advised to check the inventory showing the contents of the Property at the start and end of the rental period. The Occupant shall report to the Property Manager without delay (the same day) any defects in the property or breakdown in furnishings or appliances in the Property. Arrangements for repair or replacement will be made as soon as possible.



## 16. Furniture and effects at the Property

The Occupant may not remove any of the furniture or effects from the property and will be liable for any furniture or effects damaged or missing from the property. Furniture must be returned to its original position.

## 17. General Conduct

- 17.1. The Occupant agrees to be a considerate tenant and to take good care of the property and to leave it in a tidy condition at the end of the rental period.
- 17.2. The party leader shall be liable in the first instance for any claim against the party if any of them does not honour the booking terms.
- 17.3. The Occupant must not smoke within the property else a de-odorising fee will apply.
- 17.4. The Property Manager reserves the right to retain from the security deposit to cover additional cleaning cost if the client leaves the property in an unacceptable condition.
- 17.5. The Occupant also agrees not to act in any way, which may cause disturbances to those that resident in neighbouring properties.
- 17.6. The Occupant must, every time they depart the property, securely lock doors and windows, and switch off lighting, appliances and water to conserve resources and avoid damage.
- 17.7. The Occupant shall immediately report any repairs required or damage to the Property Manager.
- 17.8. Animals are not permitted unless expressly agreed in writing by the Property Manager.

## 18. Complaints

While it is hoped that the Occupants will have no cause for complaint, the Property Manager must be informed of any grievance immediately by phone within 24 hours after arrival. This will be followed by a recorded delivery letter sent within 4 days after your arrival. Once this time has lapsed, no complaint can be investigated.

## 19. Right to re-enter the Property

- 19.1. The Property Manager has the right to inspect the property during the booking period subject to reasonable prior notice being given unless the Property Manager has reasonable grounds to believe that the property is being damaged or at risk of if the Occupant breaches any term of this agreement.
- 19.2. The Property Manager or his/her representative has, if necessary, free access to the property for essential maintenance purposes (garden, etc.).

## 20. General Law

This Agreement shall be governed by the French law and falls under the jurisdiction of the competent court of Perpignan, France.

