

# La Maison du Faïencier

## TERMS & CONDITIONS and BOOKING FORM

### Terms and conditions

Please read carefully these Terms and Conditions so that you understand fully and correctly the basis upon which you will rent La Maison du Faïencier. In the Booking Form that follows you will be asked to acknowledge that you have read and accept these Terms and Conditions without reservation.

#### Confirmation

Formal acceptance of your booking will be by letter from La Maison du Faïencier. This letter will be sent to you on our receipt of 1) the completed Booking Form and 2) the Rental Deposit. With the letter of confirmation we will send you two invoices, 1) for the Balance of Payment and 2) for the Security Deposit.

It is understood that the person making the booking acts on behalf of all the members of the party.

#### Rental Deposit

The Rental Deposit is 30% of the full rental payment due. It is non-refundable.

#### Balance of Payment

The Balance of Payment is the full rental payment due for the entire rental period less the Rental Deposit which will have already been paid. This needs to be paid in full not less than 8 weeks before the start date of the rental period.

#### Security Deposit

The Security Deposit for the property is 1000 euros, (1200 euros with the Salon). This also needs to be paid in full not less than 8 weeks before the start date of the rental period. It will be repaid in full or in part, subject to any reasonable cost of repairs or replacements or connected administrative costs, not later than 2 weeks after the end of your holiday. The Security Deposit will not, in any way, limit your liability to us.

#### Non Payment

If the Balance of Payment and the Security Deposit are not received by us by the stated times, we shall be entitled to cancel your booking and retain the Rental Deposit, without prejudice to our claim for cancellation charges.

#### Bookings made within 8 weeks

For bookings made within 8 weeks of the start date of the rental period, the Rental Deposit, Balance of Payment and the Security Deposit must be paid at the same time as the Booking Form is sent.

#### Cancellation

If you need to cancel your booking, the cancellation must be made in writing and will be effective from the date that we receive the cancellation. It will be subject to the following charges and time frame:

Cancellation more than 8 weeks before the start date of the rental period will incur a charge of 30% of the full rental payment. Cancellation less than 8 weeks before the start date of the rental period will incur a charge of the total cost of the holiday less the Security Deposit (if already paid).

#### Client responsibility

As a client you agree to let only the people named on the Booking Form reside at La Maison du Faïencier.

You undertake to inform us, at the time of the occurrence and at the end of your stay, of any losses, damaged items or damage to the Property. This allows us the maximum amount of time to put the problem right before the following clients take up residence.

You undertake to pay us for any loss or damage incurred in connection with your holiday at La Maison du Faïencier.

You agree 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, we reserve the right to deduct from the Security Deposit the costs of any additional cleaning if you leave the property, in our reasonable opinion, in an unacceptable condition.

You also agree not to act in any way which would cause disturbance or annoyance to those resident in neighbouring properties.

You agree that no smoking is allowed anywhere in the house.

You agree to us watering the garden and maintaining the swimming pool on a regular bases. This needs to be done, at minimum, every other day. The time when this is done can be arranged to be when it is most convenient for all concerned. This is usually early in the morning before any clients are up and about.

If your stay is longer than a week the owners require, ideally during the morning of the middle Saturday, a 2 hour minimum slot to bring in a team of ladies to do an 'interim clean' of the property. It is necessary for the property to be totally vacated during this 2 hour period.

### **Our responsibility**

We accept responsibility (without prejudice to any defence available to us by law) for any personal injury or death sustained by you, or any member of your party specified on the Booking Form, as a direct result of our negligence or the negligence of anyone employed by us, acting in the course of their work. Otherwise we shall not be liable for any other loss or damage howsoever caused.

We do not accept liability for happenings or actions outside our reasonable control such as (but not limited to) the breakdown of domestic appliances, the swimming pool or electrical equipment, plumbing, strikes, temporary invasion of pests or other events amounting to force majeure.

We will do what is reasonable to ensure that La Maison du Faïencier and its facilities are as described in any descriptive brochure and on the internet website.

Under no circumstances shall our liability to you exceed the amount paid to us for the rental period.

### **Heating**

The house, which is available for rental all year round, has full gas central heating. The cost of using the heating is, at all times, additional to the full rental payment.

### **Arrival and Departure**

The property is available from 5.00 pm (local time) and it would be greatly appreciated if collection of the keys was not later than 7.30 pm.

Departure on the final Saturday must be by 10.00 am (local time) to enable the house and garden to be fully prepared for the next clients. If you fail to vacate the house by this time, in our absolute discretion, we may charge you a full extra day's rental and deduct such sum from the Security Deposit.

We reserve the right in our absolute discretion (if we consider you or any member of your party unfit to occupy the property or generally to protect the property and its contents) to refuse you or any member of your party admission to the property and/or require you or any member of your party to leave the property (within one hour's notice) at any stage of your holiday.

### **Personal insurance**

Clients are urged to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings and public liability.

END

(Revised 22nd January 2010)



Signed .....

Dated .....

**Please post this completed Booking Form to:**

Ron Alldridge,  
La Maison du Faïencier,  
Place de la Libération,  
83670 Varages,  
FRANCE

(Revised 22nd January 2010)