

## BOOKING TERMS AND CONDITIONS

### SHORT TERM RENTAL AT THE GROUND FLOOR APARTMENT AT LA FLÂNERIE

Our terms and conditions offer essential guidance about information such as cancellations, amendments and pets.

#### THE PARTIES

The parties to this Agreement are:

(a) "the GUEST": the person who makes the booking, being 18 years of age or over and who shall assume responsibility for all party members and visitors; and,

(b) "the OWNER": Gabrielle Martin

#### THE PROPERTY

Self Contained Ground Floor Apartment at La Flânerie, consisting of One Bedroom, One Shower Room, One open plan living/dining room with kitchen, totalling no more than 50m<sup>2</sup>. Also, a small utility room and use of a courtyard dining area.

#### COMMENCEMENT AND OPERATION OF AGREEMENT

This Agreement only comes into operation when the Owner issues a Booking Confirmation form to the Guest following receipt and upon processing of the appropriate deposit.

A booking for a stay at La Flânerie will only be confirmed when a deposit of at least 25% has been received by the Owner.

The Owner has the absolute right to refuse any bookings. In this case, monies received will be promptly returned to the Guest. The Owner reserves the right to cancel or alter arrangements made for the Guest, whether before or during the relevant visit (a) Where any error has arisen regarding availability, (b) in any circumstance that arises from or is attributable to acts, events, omissions or accidents beyond the control of the Owner or (c) where in the reasonable opinion of the Owner, it is necessary to perform or complete essential remedial or refurbishment works.

The balance of the rental cost and security deposit must be received in full by the Owner before occupancy by the Guest.

All payments shall be made to the Owner in the currency as agreed at time of booking. All, and any subsequent currency exchange charges are at the expense of the Guest.

(a) By the Guest

Non-payment of the balance of rent by the due date(s) will cancel the booking, and the booking deposit shall be forfeited.

If the Guest cancels the booking for any reason following payment in full for the holiday, the entire sum paid is forfeited.

Partial refund for stays cut-short by Guest will not be made.

Once a booking has been accepted by the Owner it can only be changed to different dates by treating the original booking as a cancellation. Please refer to applicable cancellation terms in Booking Confirmation.

You are strongly advised to take out independent holiday cancellation insurance to cover you for having to cancel your holiday due to any conditions which may affect your journey to the property booked. Force majeure includes any event which we could not, even with all due care, foresee or avoid. Such events will usually include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire, closure, restriction or congestion of airspace, airports and ports and all other events outside our control or European Union State Foreign Offices' advice. Please refer to applicable cancellation terms above.

(b) By the Owner

If, due to circumstances beyond the Owner's control, the Guest's booking is cancelled, the Guest shall be offered alternative accommodation or refunded the full amount of the booking in an equal amount to time remaining. We cannot, however pay any compensation or expenses as a consequence of such an event.

#### COMMENCEMENT AND TERMINATION OF STAY

The Guest should arrive no earlier than 16:00HRS on the start date of the stay and leave no later than 11:00HRS on the final day, or as otherwise stated on the Booking Confirmation.

## **OCCUPANCY**

The number of people occupying the property should not exceed the maximum number stipulated in the Booking Confirmation.

The Guest must not use the accommodation or allow its use for any dangerous, offensive, noisy, illegal or antisocial activities or carry on there any act that may be a nuisance or annoyance to the Owner or any neighbours.

The accommodation is made available for residential use, not for group gatherings above 6 persons. The Owner is entitled to refuse to hand over and to repossess the accommodation if the Owner reasonably believes that any damage is likely to be caused by the Guest or the Guest's party.

## **CARE OF PROPERTY, DAMAGES AND BREAKAGES**

The Guest undertakes to take reasonable and proper care of the property, including all of its contents and surrounds, and to leave the property in the same state of repair, condition and tidiness as at the beginning of the stay. The Guest must notify the Owner immediately of any breakages or damages. The Guest may at the Owner's discretion be required to reimburse the Owner for replacement, repair or any extra cleaning costs.

## **PETS**

One small dog is welcome by arrangement only, on the understanding that they are not allowed on the furniture, nor left unattended in the accommodation. A charge, as set out in the Booking Proposal will be made for each dog (registered guide dogs for the blind and hearing dogs for profoundly deaf people excepted). Owners must bring dog beds for their pets. We regret that no other domestic pets can be accepted.

## **SMOKING AND FIRES**

Smoking is not permitted inside the apartment. An ashtray is provided in the courtyard for guests.

No live fires should be made on the property and no fireworks, or other lights or illuminations that have naked flames should be let off from the property (including any garden or grounds).

## **BROADBAND NETWORK**

Guest agrees not to use the broadband network for illegal uploading, downloading, or other illegal activities.

## **LINEN AND SERVICES**

In addition to one preliminary set of linen, a reserve set of linen for two guests is included in the rental price. Bedding for extra guests is charged as per the Booking Proposal.

Electricity, heating and water services are included. Reasonable use of European telephone calls and Broadband use are also complementary, subject to reasonable limits set out by the utility provider.

## **LIABILITY**

Guest agrees to use any facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

The Owner accepts no liability for any accident, damage, loss, injury, expense or inconvenience that may be suffered, incurred, arrived out of, or in any way connected with, the rental and the services and activities mentioned in our website or social media feeds.

The provision of wireless broadband internet access is a complimentary facility and the Owner accepts no liability for loss of coverage or quality where technical problems are experienced.

The Owner cannot accept liability in the event that other complimentary facilities should become unavailable at La Flânerie.

If the property becomes unavailable or unusable for any reason before the start date of the holiday or during the stay, then the Owner's obligation will be:

- to use their reasonable endeavours to find suitable alternative property, or failing which,
- to reimburse the client for any monies paid or in the case of disruption during a stay, pro rata.

If there is a breakdown of any of the utility services at the property (ie. heating, electrics, broadband, etc. the Owner will endeavour to get the problem fixed as soon as possible and will take any appropriate steps to provide an alternative source of heat/power if possible. No refunds will be provided for any loss of amenity in this respect.

## **RIGHTS OF ENTRY**

The Owner shall be allowed the right of entry to the property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

## **RATES**

Prices are inclusive of local Tourist Taxes.

Prices are subject to change without notice, however, those confirmed upon booking will always be honoured with the exception of a change in and relevant public tax rates whereby the rate will be adjusted accordingly. Your rate will be confirmed at the time of booking; we regret that we cannot change the rate or terms of your stay once a booking has been confirmed. No quotes will be guaranteed until a booking deposit or full payment is made.

## **ASSIGNMENT OR SUBLET**

Guest shall not assign or sublet the Property or permit the use or any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

## **COMPLAINTS**

The property is provided in as-is condition.

Property descriptions and all details written (and verbal) both in our brochure, hospitality guides, manuals and on our websites are given in good faith, and are believed to be correct, but their accuracy cannot be guaranteed. We reserve the right to amend our property prices quoted on the internet due to error or omission.

Every care is taken to ensure that property is presented to Guests to a high standard. Should the Guest at any time believe there is a problem, or a cause for complaint, the Owner should be contacted immediately. This does not affect the Guest's statutory rights.

Complaints which are not reported immediately, during the stay, will not be entertained subsequently and certainly not after the end of the rental period. The Owner must be given the opportunity to rectify any problem identified by the Guest during their stay. No correspondence will be entered into in respect of complaints made on the day of departure or after the Guest's return home, when no opportunity has been provided for the Owner to rectify the problem.

## **GENERAL PROVISIONS**

The Agreement consists of the Booking Confirmation and Booking Terms and Conditions with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by

both the Guest and the Owner. This Agreement shall be governed by and construed by the law of The European Union. The words "Owner" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included in the Booking Confirmation. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together to constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

The Apartment at La Flânerie is registered CERFA 14004\*03 tourist accommodation. Mairie Euzet-les-Bains April 2018.

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