

HOLIDAY RENTAL AGREEMENT - TERMS AND CONDITIONS
The Cottage or The Chalet or The Studio, Lucy sur Yonne 89480

- *The property is The Cottage/Chalet/Studio, Lucy sur Yonne, France. The "owners" are Graham & Ruth Fernée. You, the "client," are the lessee.*
- *The "rental" is as noted on the reservation form.
The "commencement date" is the first day of intended occupation.*
- *The owner agrees to let the property at the rental quoted & agreed and for the period of time, all as shown on the reservation form.*
- *The rental is payable by the client on the following dates,*

If the reservation is made more than 8 weeks prior to the commencement date

- 1. The deposit of 25% of the rental must be paid preferably by bank transfer or by cheque accompanied the signed reservation form within 7 days.*
- 2. The balance payment is due 8 weeks prior to the commencement date.*

If made less than 8 weeks prior to the commencement date, the full amount must accompany the reservation form where the dates will be held for 7 days.

The payment terms for long term lets (greater than 1 month) will be agreed separately and will form part of a contract the cost of which is traditionally split 50/50 and will be no more than 100 euros.

CANCELLATION

If the client terminates the agreement or if the client has failed to pay the amounts due on the due dates, the client will be liable to pay a cancellation fee in accordance with the following:

- 1. 25 % of the rental payable if the termination is greater than 8 weeks before the commencement date*
- 2. 100% of the rental payable if the date of termination is shorter than 8 weeks before the date of commencement date.*

The owner will endeavour to off set any amounts already received from the client against the cancellation fee.

However we recommend you take out a comprehensive holiday/travel insurance to cover the most usual & accepted causes of cancellation and losses.

- *A damage deposit of £50/1-2 weeks & £100/month (£50 extra with animals) is payable with the balance payment. The damage deposit will be retained pending local inspection of the property and contents to check that the owner has no consequential expenses due to breakages, damages, additional cleaning due to client pets or very excessive use of utilities (i.e. electricity). The extent of the recoverable costs from the client by the owner is limited to the work done and other costs incurred by the owner but are not limited to the damage deposit. The unapplied damage deposit will be refunded within 10 days of the last day of occupation of the property.*
- *The owner reserves the right to cancel the reservation if payments are not received in accordance with the terms and conditions.*
- *The client undertakes to take good care of the property and use its contents and facilities in a reasonable manner and to leave the property and contents in a clean and orderly condition that you would wish to find it.*
- *The client agrees to behave in a considerate way to the neighbours of the property and respect their peace and privacy at all times.*
- *The client will report any loss or damage to the property or contents to the owner. The client undertakes to inform the owner of their intended departure date if different from the reservation form.*
- *The inclusive rate covers for 'fair use' of the utilities, (water & electricity) but excessive use may be deducted from the security deposit if exceedingly high. The phone/internet is paid on an 'as used' basis & billed accordingly.*
- *The owner will not be responsible for any loss, inconvenience or damage beyond the control of the owner.*
- *Any claims whatsoever by the client against the owner will be limited to the rental paid less any damage claim.*
- *The signing of the reservation form by the client is deemed to be the acceptance of these terms and conditions and any other verbal or written acceptance of the rental agreement is deemed to be acceptable of these terms and conditions.*
- *Please ensure that your possessions are insured, as the owner takes no responsibility for loss or damage to the client's personal property.*

THIS AGREEMENT IS GOVERNED BY ENGLISH LAW