



# LA MAISON ROUGE & L'ECURIE

## TERMS AND CONDITIONS OF RENTAL

The following Booking Terms and Conditions form the basis of your contract with Mrs P McLean, together with the corresponding booking/rental agreement, to in relation the rental of '**La Maison Rouge and/or L'Ecurie**' located at **49160 Longue-Jumelles**.

In these Terms and Conditions, "you" and "your" means all persons named on the booking/rental agreement (including anyone who is added or substituted at a later date – please see section 5). "We" and "us" means Mrs P. McLean.

**Your booking is made subject to the following terms and conditions.**

### **1. Making your booking**

Bookings can only be made by completing a booking/rental agreement form. This needs to be **returned to Mrs P McLean, Wavendon Cottage, Cross End, Wavendon, Milton Keynes, Buckinghamshire, MK17 8AQ - together with the required deposit as illustrated in the accompanying corresponding invoice.** This is non refundable in the event of cancellation or failure to pay on time as set out below. Please see section 6.

### **2. Payment**

The cost of your holiday is for the dates shown on your accompanying booking agreement and is inclusive of bed linen, indoor hand/bathing towels, and all reasonable utility charges. It does NOT include pool or outdoor towels, which you are requested to provide.

You agree to pay the full cost of your holiday as illustrated in the accompanying corresponding invoice. Please check this invoice carefully as soon as you receive it and contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

The amount(s) must be paid promptly on or before the date(s) indicated. The balance of payment is required 8 weeks before the start date of your holiday (or sooner if this time period has passed). If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable. **Payment should be made by crossed cheque, building society cheque(s), or by electronic bank transfer, to La Maison Rouge.**

### **2a Security Deposit**

A refundable security deposit of £200 per week for each property is required with final payment. The cost of any damage to the property or to any items in and/or at the property caused or any service charges incurred by you or any member of your party (for example telephone calls) will be deducted by us from the security deposit at the end of your stay. If you paid for a departure clean but we still believe that the property was left in an unsatisfactory condition, we reserve the right to retain a reasonable amount from your security deposit to cover the cost of additional cleaning. If no deductions are required your security deposit will be refunded in full to you 14 days after your departure from the property. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any monies or additional monies required immediately on request from us.

### 3. Your contract

A binding contract between us comes into existence when we receive the signed booking/rental agreement which accompanies these terms and conditions. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute arising out of or in connection with your stay will be dealt with by the Courts of United Kingdom.

### 4. Arrival, departure and the cost of your stay

The dates of your stay are as indicated in your corresponding booking form. Arrival time is 4pm and you agree to leave the property by 10am on the date of departure. We cannot guarantee that the house will be available before 4pm on the date of your arrival.

### 5. Changes by you

If you wish to make any changes to your booking, you must notify us in writing or by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request and that an amendment fee may be payable together with any costs incurred by ourselves.

#### 5a Additional Guests

This booking is accepted by us based on the number of people named on the corresponding booking/rental form. If you wish to add additional guests during your stay at La Maison Rouge, or failure to notify us of such, will result in an additional charge of £75 per additional person, per week being implemented/deducted from your security deposit.

### 6. Cancellation by you

Should you need to cancel your stay once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time we confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable. Charges and percentages are based on the full rental fee.

<b>Period before start of stay within which written/email notification of cancellation is received by us</b>	<b>Cancellation charge</b>
more than 8 weeks	deposit only
less than 8 weeks	deposit + 20%
less than 6 weeks	deposit + 50%
less than 4 weeks	deposit + 60%
less than 3 weeks	deposit + 80%
less than 2 weeks	deposit + 100%

### 7. Changes and cancellation by us

Only in extreme unforeseeable circumstances will there we need to make changes to bookings after they have been confirmed or cancel confirmed bookings. We always endeavour to avoid changes and cancellations, but we reserve the right to do so. (Such reasons may include damage or necessary maintenance to the property that deems it unsuitable or unsafe). If we have to make a significant change to, or cancel, your booking we will tell you as soon as possible. We will endeavour to offer you an alternative should a significant change or cancellation occur. While your deposit will be refunded in full, we regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation (this may include travel costs).

### 8. Insurance

It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover – including medical and travel - you purchase is adequate for your particular needs.

## **9. Force Majeure**

Very rarely, we may be forced by "force majeure" to change or terminate your stay after departure but before the scheduled end of your stay. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result. We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **10. Our Liability to you**

We endeavour to provide your accommodation with good skill and care. We understand our obligation to you is to provide a clean house suitably equipped and as described in our literature and website advertising. If on arrival, the property does not meet with this description you are requested to inform us immediately.

In booking, you understand that we will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (a) the fault or negligence of the person(s) affected or any member(s) of their party or
- (b) the fault or negligence of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or
- (c) an event or circumstance which could not have been predicted or avoided even after taking all reasonable care (see clause 9).

We endeavour to make our rental properties safe, but in booking the property you take on all responsibility for the welfare of yourself and your party members which may include people with disabilities.

We are compliant with French pool safety regulations and endeavour to provide responsible, safe, accommodation. There is at least one smoke alarm, a fire blanket and fire extinguisher and while these are checked on a regular maintenance basis, you agree to take responsibility for an additional check on arrival. If any of these are faulty or misplaced, it is your responsibility to notify us, or our agents which will be listed in your welcome pack, immediately. You accept that these are sufficient safety measures and we cannot be held responsible for any accidents that may occur as you agree to take ultimate responsibility for your safety during your stay.

On booking you accept the condition of the property and its services. On arrival at the property, it is your responsibility to read the supplied house rules and guidance notes. These are important as they contain emergency telephone numbers, details of utilities and important notices.

We cannot be held responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or any losses, expenses, costs or other sum you have suffered relate to any business. Nor can we accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you. The endeavours we make to you about the accommodation we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodations at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of the UK which would have applied had that accommodation been provided in the UK.

## **11. Behaviour**

Your accommodation is one of two houses located at La Maison Rouge. For the comfort of our other guests, the property **is strictly no smoking and no pets are allowed on the premises unless by prior arrangement.**

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of us as owners, we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### **11a.**

The pool is a shared pool with the other property. The maximum number of people around/in the pool at any one time should not exceed 12 persons. You agree to abide by the rules set out for behaviour around the pool and failure to respect our pool rules may result in you being requested to leave the pool area, and in severe cases leave the property as outlined in 11 above.

#### **12. Special requests and medical problems**

If you or any member of your party has any medical problem or disability, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

#### **13. Passports, visas and health requirements**

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to **or through** which you are intending to travel

#### **14. Prices and Website Accuracy**

The information and prices shown on our agents and various advertising websites, and in any literature, may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of information and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore check all details of your stay (including the price) on your booking acceptance.

#### **15. Complaints procedure**

In the event of any problems you must contact us by telephone on immediately, confirming your complaint in writing within 24 hours. You undertake to do your best to resolve or minimise the problem in order to avoid any prejudices that could result. You are obliged to give us the time necessary to resolve the problem.

Should there be no written complaint supplied as above specified and you leave the accommodation prematurely and without an explicit authorisation by us, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given. Please note that our properties are not official tourist structures, such as an hotel, residences, etc. but private dwellings. Being such, there is no standard or categories that are internationally recognised, and the property reflects the architecture and furnishings, the local traditions and the personal taste of us the owner. Accordingly, you accept to take the property for the above rental period in the condition as us the owners do.

**It has been your responsibility to read the above Terms and Conditions, and you agree by way of returning your booking/rental agreement form that you have read and understood these and agree to abide by them as governed by UK law.**