

# Le Mas Rental Contract 2021

## Terms and Conditions (2021)

The property known as Le Pigeonnier at 1 Le Mas, Verrières, 16310, France (*"the Property"*) is offered for Self-Catering Holiday Rental subject to confirmation by Jonathan Wookey (*"the Owner"*) to the renter (*"the Client"*).

## Covid-19 Personal Protocol

The health and safety of our guests is always our top priority. Accordingly, a range of health and safety measures have been implemented in keeping with the guidelines of the World Health Organization, as well as those of the National and Regional Health Authorities:

- A Guest Booklet will be sent via email by the Owner prior to your stay detailing all of the information required for your stay
- Contactless check-in is available if preferred and social distancing will be observed by the Owner
- The property, including all high-touch surfaces and objects will be cleaned and disinfected thoroughly between Clients
- All linens are washed above 60 degrees
- Cleaning products & hand sanitiser will be provided at the property

We want you to remain healthy during your stay and appreciate your compliance with all Covid-19 Protocols. Thank you for your cooperation.

## Reservations

Client enquiries to reserve the Property are to be made by Email to the Owner at lemasholidays@gmail.com, or through any other Agency at the Clients expense.

Once the reservation request has been approved by the Owner, the Client must complete and sign the Booking Form and acceptance of Terms and Conditions (*"the Contract"*) and return them to the Owner.

A reservation made more than 8 weeks prior to occupation of the Property will require a deposit of 25% of the Total Rental Amount. The balance of the rental PLUS any Extra Charges will be due 8 weeks prior to the occupation of the Property, as stated/dated on the Booking Form.

If a reservation is made less than 8 weeks before occupation of the Property, payment of the Total Rental Amount PLUS any Extra Charges will be payable at confirmation of the reservation.

The Client will furnish a RIB (*deposit details*) for the purposes of electronic reimbursement of any outstanding funds (*under certain conditions detailed elsewhere in this document*) and/or the return of the Damage/Security Deposit (*within 5 working days of the Clients departure date under conditions detailed elsewhere in this document*), and in the case of cancellation of the Reservation, a return of the Extra Charges. Cheques will not be accepted.

The Owner will email confirmation of receipt of the documents to the Client. This will serve as a receipt for the booking.

## Cancellation

The Owner reserves the right to cancel in writing (*including Email*) any reservation that does not meet the payment deadline.

If the Client cancels the reservation before the Total Rental Amount is due to be paid at 8 weeks prior to occupation of the Property, they will forfeit the Deposit of 25%.

If the Client cancels the reservation after having paid the full amount and the cancellation is within 8 weeks prior to occupation of the Property, they will forfeit the Total Rental Amount.

Any Extra Charges paid will be returned to the Client.

## Re-renting

If the Owner is able, within the 8 week period after a cancellation by the Client who has paid the Total Rental Amount, to re-rent the Property for a period of time by midday of the day you would have started your holiday, the Owner will reimburse the Client for the time re-rented and any other reasonable expenses incurred in the re-renting of the Property. Any Extra Charges will be returned to the Client.

The Owner is under no obligation to re-rent the Property to fulfil a reimbursement to the Client following a cancellation within the 8 week period.

## Chargeable Expenses

Any chargeable expenses incurred during the rental period must be settled locally with the Owners prior to the Clients departure in cash.

## Advisory of Holiday Insurance

The Client is strongly advised to arrange a comprehensive travel insurance policy (*including cancellation cover*) and to have full cover for personal belongings and public liability, as these are not covered by the Owners insurance.

## Matters beyond the Owners Control

In the unlikely event that the Owners are forced to cancel the Clients booking due to serious sickness or other matters beyond the Owner's control, the Owners will advise the Client as soon as possible and will endeavor to offer the Client alternative accommodation of the same or better value at no extra cost. If this is not possible, the Owners will give the Client a complete refund of all monies paid by the Client and the Owners will have no further liability.

## Extra Charges

### **Damage/Security Deposit:**

A security deposit of 150 € (*"the Security Deposit" for Le Pigeonnier*) is to be paid at the same time as the Total Rental Amount. However, the sum reserved by this clause shall not limit the Clients liability to the Owners.

The Security Deposit held by the Owners will be applied against cleaning, repair or replacement caused by means other than usual wear and tear during the Client's rental of the Property. Pending a satisfactory inspection and a full inventory completed, the Security Deposit will be returned within 5 working days of Clients departure date. A Deposit Slip (*RIB*) is required as per the clause under 'Reservations'.

### **Taxe de Sejour:**

A Taxe de Séjour of 5% of the nightly rate per person per night for Le Pigeonnier is collected on behalf of the local Commune. This is to be paid with the Final Rental Payment.

### **Example based on 2 people sharing in peak season @ €150 per night:**

Price per night/number of occupants = €75.00

5% of €75.00 or €3.75

To be collected: €3.75 (tourist tax rate) x 7 (number of nights) x2 (number of taxable persons)  
= €52.50

## Inventory

An inventory list can be found in the Guest Guide. The Client has 24 hours following the time and date of occupancy of the Property to dispute any inventory, otherwise it is assumed that the inventory is correct. No dispute will be accepted after this period.

## Rental Period

The rental period for the Property shall commence no earlier than 14.00hrs on the first day and no later than 22.00hrs. The rental period finishes at 10.00hrs on the last day of the Client's rental period ("the Departure Time"). The Owners shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation of the Property or any part thereof after the Departure Time (*unless previously agreed with the Owners*). If the rental period is shortened by the Client for any reason, the Total Rental Amount will not change and there will be no refund to the Client.

## Clients and Guest Party

The maximum number of persons to reside at Le Pigeonnier is 2 persons. There will be no extra persons accepted, and any contravention of this policy will result in the Clients being asked to vacate the property immediately with forfeiture of all funds paid.

## Use of Facilities

Facilities at the Property and within the Grounds are only to be used by the Client and those forming the Client's party and who are each staying in the Property as authorized guests ("*the Guest Party*").

Please seek prior approval from the Owners should you expect external guests during the day. No persons other than those in the registered Guest Party shall stay on the property at night. (*See previous clause*).

The Client is responsible for all members of the Guest Party residing at and/or using the facilities of the Property.

The Property (*including the Gardens & Swimming Pool area*) is cleaned and checked before any Clients arrival. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in the same condition as they received it, at the end of the rental period.

The Owners reserve the right to make retention from the Security Deposit to cover additional cleaning cost if the Client leaves the Property in an unacceptable condition or damage is discovered.

## The Gardens

The Client may have use of the Gardens surrounding the property. The Gardens and the equipment supplied must be kept tidy/clean and the gates shut at all times. Kindly put away equipment and close any umbrellas before departing the Gardens at the end of use. No food and drink receptacles will be left in the gardens. All eating/food equipment will be cleaned and returned to its original place in the house.

## The Swimming Pool

The swimming pool is open from May to October (*weather dependant*). The pool is 12x5m and 1.5metres deep. It is a saltwater swimming pool.

The pool is available to the Client between the hours of 8am and 11pm. The pool area is illuminated at night and there are in-pool lights.

The pool is only heated directly by the sun, reaching about 28C in mid July - August. A pool shower is provided and should be used prior to entering the pool for hygiene purposes.

There is an electric cover, which will be closed when the pool is closed. This is operated by the Owner with a key only and should not be operated or tampered with by the Client.

Kindly put away equipment and close any umbrellas before departing the poolside at the end of use.

Food and drink are not to be taken into the pool. No glasses or china are to be taken onto or used in the Pool Area. Plastic water and wine glasses and dinner/serving plates are provided. Any glass or china breakages in the Pool Area are in contravention of this agreement and will result in the forfeiture of the entire Damage Deposit.

Use of the swimming pool is entirely at the Clients or member of the Guest Party's own risk. The owners accept no liability.

### Cleaning Services (Extra)

Cleaning services can be arranged at the request of the client during their stay. The property must be left by the Clients in a state that allows for ease of movement and minimal interference of guest's personal belongings, by the cleaning personnel. This does not in any way invalidate the damage clause and does not limit the Client's liability to the Owners should there be any damage to the Property, fixtures or fittings.

### Expected Behaviour

The Client agrees not to act in a way which would cause disturbance to neighbouring properties, to observe at all times the local laws and not to conduct any unlawful activities at the Property. The Owners reserve the right to require any Client or member of the Guest Party deemed to be acting in an unreasonable or unlawful manner, to immediately leave the Property.

### Damage or Defects

The Client shall report to the Owners without delay any defects in the Property or breakdown in the equipment, plant machinery or appliances in the Property, and arrangements for repair and/or replacement will be made as soon as possible.

Complaints regarding any defective or non-functional aspect of the Property or its facilities cannot be accepted upon or after the Client's departure.

Any damage or breakage as a result of careless use of or mistreatment of any item in the Property will be charged to the Client.

The Client undertakes to allow maintenance personnel, cleaning staff and the Owners reasonable access to the Property during the rental period for the purpose of repair, maintenance and inspection.

The Client and the Guest Party and any guest of the same shall use the Property entirely at their own risk and the Owners shall not be responsible for any loss, damage, injury or death.

### Liability

As with many older properties in France there are stairs, steps and changes of floor levels at the Property and the Owners shall not be liable to the Client for any personal damage or injury resulting from these. Caution is advised always. Client's personal belongings (*including motor vehicles*) left in or around the Property are entirely at Client's own risk, and no responsibility will be accepted by the Owners for any loss or damage thereto.

The Owners shall not be liable for any personal injury, loss or damage whatsoever caused as a result of the use of any barbecue, umbrella, collapsible seating or other equipment left at the Property for use by the Client and their guests during the rental period.

## Household Supplies

Beach/Swimming Towels are available free of charge at the property. Do not use the Bathroom towels provided in the property for swimming.

Bed linen for each person will be provided for the duration of the rental period of 7 days or less. Stays longer than 7 days will be provided with fresh laundered linens and towels per week. Extra towels and linen can be provided on request to the Owner.

Neither linen/towels nor any fixture and furnishing from the Property are to be taken off the Property.

Following our inventory, any shortfall of linen/towels or any other product or facility provided for the Client's use during the rental period shall, following Client's departure, be invoiced accordingly and/or retained from the Security Deposit.

Any damaged or unduly stained linen/towels will be replaced at the Clients expense.

## Sun Screen

Persons using sunscreen MUST shower before getting into bed. Sunscreen stains bed linens and towels. These will be replaced at the Clients expense.

## Exceptional Circumstances

Personal outdoor equipment and games such as Frisbees, badminton or any ball activities etc may be played in the Gardens and not in front of the property, the Owners property or inside the property. Damage resulting from disregard of this policy will be charged to the Client.

No glasses or china are to be taken onto or used in the Gardens or Pool Area. Plastic water and wine glasses and dinner/serving plates are provided. Any glass or china breakages in the Gardens or the Pool Area (*including swimming pool*) are in contravention of this agreement and will result in the forfeiture of the entire Damage Deposit.

Wine bottles must be used with great care in the Gardens and Pool Area. Any broken bottles must be reported to the Owners immediately for the appropriate disposal and clean-up.

## Smoking

STRICTLY NO SMOKING inside the property or any other building within the grounds of the property. This includes but is not limited to cigarettes, Vaping, pipe, cigar smoking. Contravention of this clause will result in the retention of the Damage Deposit in full, and any further costs involved in cleaning/removing the smell of smoke from fabrics/furnishings over and above the Damage Deposit value will be charged to the Client.

Clients may smoke within the gardens but must dispose of any smoking related litter safely or within the smoking receptacles provided.

## Children

This is an adult only accommodation and children are not accepted.

## Pets

Dogs maybe accepted at the property based on certain circumstances:

- Dogs categorised on the "dangerous Breeds' register are not permitted
- Dogs must be older than 12 months, puppies are not permitted

- Dogs must have been neutered or spayed
- Due to the size of the property only one dog is permitted
- All dogs should be up-to-date with vaccinations, including rabies
- All dogs to be treated with a flea and tick control, three days prior to their arrival
- Dog waste left behind by your dog must be cleaned up and disposed of using the outside bin provided
- Dogs should be kept on a lead at all times within the grounds of the property
- Dogs are not permitted to be left alone or un-supervised in the property or within the grounds at any time
- Under any circumstances dogs are not permitted in the pool area or the swimming pool
- Any damaged or unduly stained furniture/furnishings will be replaced at the Clients expense.

## Conditions of Use of Appliances and Extra Seasonal Charges

Winter (*November 1st through April 30th*) letting rates for terms of less than two weeks will include water, electricity and air conditioning/heating.

For rental of between two weeks and 3 months, water is included but electricity will be charged on consumption.

### Summer letting rates

Water and electricity is included in the letting rate for rentals up to two weeks. For rental of between two weeks and three months, water is included but electricity will be charged based on consumption.

### Sanitation

A Septic Fosse services the property. Only Human Waste and Toilet Paper are to be flushed in the Toilet.

Do not flush any sanitary napkins; tampons, baby's nappies/wipes or facial wipes down the toilets. Disposal of those items belong in the rubbish receptacle supplied in the bathrooms or kitchen. Any damage caused to the toilet or waste water systems or the functioning of the same by a failure to adhere to the above guidelines may result in a deduction from the Security Deposit or additional claims being made against the Client if the value of remedial works exceeds the value of the Security Deposit. Client must pay for any Plumber call-out in this regard.

### Bathrooms

Hair Dyeing is not permitted.

Shampoo, Body Wash and Hand Soap are provided. When the products that have been supplied for the duration of the rental have been used, the Client must provide their own.

Use only the cleaning products supplied.

### Cooking

Deep or shallow frying (*more oil/fat than' lightly coats' the cooking surface of the pan*) is prohibited and is a Fire Risk.

Only use the pots and pans supplied for the appropriate purposes of cooking on the Induction cooktop.

Care must be taken not to scratch the granite work surface.

Use only the cleaning products supplied.

## Shoes

Outside shoes are not to be worn upstairs.

## Insurance

The Client and the Guest Party at the Property must not do anything or permit anything to be done that would or may result in the insurance of the Property becoming void or voidable or the premium being increased. The right to use the Property may be revoked by the Owners with immediate effect before the end of the rental period, giving the Client notice in the event of the Client being in serious breach of the terms of this agreement. All monies paid will be forfeited in this case.

## Public Services

The Owners shall not be liable to the Client for any temporary defect or stoppage in the supply of public services to the Property including any loss, damage, injury or death that is the result of adverse weather conditions, fire, riot, strikes, war or other matters that are beyond the control of the Owners.

## Unforeseen Circumstances

In the event of loss, damage or inconvenience caused or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period, the Owners shall refund, within two weeks of notification to the Client, all sums previously paid to the Owners for the rental period. In the event of the booking being cancelled or altered by reason of force majeure (*which includes adverse weather conditions, fire, riots, strikes, wars, and Acts of God*) or other events outside the Owners' control, the Owners cannot accept any liability.

## WIFI and Electronic Equipment

Wi-Fi is provided free of charge and very occasionally you may experience a connection problem caused by the service provider or the service maybe down for some time. This is beyond the Owner's control.

The Owners cannot accept any responsibility for loss or lack of a stable Internet connection. WIFI coverage extends throughout the houses. Please bear in mind that due to our rural location, the maximum available Internet speed will be reduced dependent on the number of users at any one time.

The electronic equipment must not be altered, adjusted or interfered with in any way and if any of the hardware is found to have been tampered with causing a malfunction or interruption to the system or to Internet services, the Security Deposit will be forfeited.

The Owners cannot be held liable for any loss of service including the inability to dial the emergency services due to loss of service. Any loss of electronic services is outside of the Owners' control. However, every effort will be made to ensure full services are maintained.

## Modification of a Substantive Element of the Contract

If, before the declared date of commencement of the stay, the Owners find themselves obliged to change one or more of the key elements in this Contract, the Client may, after receiving notification from the Owners in writing, terminate their contract and receive without deduction, an immediate refund of all sums paid, if the conditions are unacceptable to the Client.

## Modification to the Property

The Owners reserve the right to make changes to the interiors and/or exteriors of the Property between the time of accepting the Client's booking and the date of the Client's rental period.

The Owners reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which they believe will not be to the detriment of the Clients overall holiday experience and which will not increase the price.

Every effort has been made to ensure that the description of the Property is accurate.

## Rights

Under no circumstances shall the Owner's liability to the Client exceed the Total Rental Amount or, if less, the Total Rental Amount paid by the Client to the Owners.

This contract has been freely negotiated and shall be recognized as the entirety of the agreement between the Owners and the Client and each member of the Guest Party. Only those changes or modifications to the Contract that have been specifically placed in writing, attached, dated and signed by the Client and the Owners, will be accepted. No person who is not a party to this Contract shall have any rights under or in connection with it.

## Advertising and Reviews

From time to time the Owner would like to publish a Clients or member of the Guest Party's comments on their websites and advertisements. Unless otherwise requested/noted, the Owners will assume the Clients et al have no objection to this.

## Conditions of Contract

This contract shall be governed by French Law in every particular including formation and interpretation and shall be deemed to have been made in France. Any proceedings arising out of or in connection with this Contract may exclusively be brought in any court of competent jurisdiction in France and the parties to the Contract hereby waive and revoke any rights to commence or pursue proceedings in any other forum or jurisdiction.

If any provision or part of the Contract is or becomes invalid, illegal or unenforceable then it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible then the relevant provision or part thereof shall be deemed deleted. Any modification or deletion of a provision of part-provision under this clause shall not affect the validity and enforceability of any other part of the Contract.

The Client is deemed to have read and accepted these Terms and Conditions by signing below, completing the Booking Form, furnishing Formal Identification and by paying a Deposit (*or the Total Rental Amount plus fees et al*) to the Owners to complete the reservation process.

I, the undersigned (Renter), have read and agreed to the above Terms and Conditions of Rental for the property at: **Le Pigeonnier, 1 Le Mas, Verrières, 16130, France.**

Surname: (Print) ..... Forenames: .....

Signature: .....

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.