



**Gites la Colombiere**  
**Lestang, 24500 Sainte Innocence**

## **Terms & Conditions**

### **1. The Contract**

This contract for a short-term holiday let shall be made between the Hirer and Richard Brown “the Owner” of the property. It will be entered into once the booking form has been completed, the deposit processed and the Owner has issued a holiday confirmation letter.

### **2. The Property and Occupancy**

Although we make every effort to ensure the details and images on our website are accurate at the time of your booking, we cannot accept any liability for discrepancies.

The number of persons occupying the property must not exceed the number agreed at the time of the booking. The Owner reserves the right to refuse entry to the entire party if this condition is not respected. If knowledge of additional guests is gained once entry to the property has already been made, the Owner reserves the right to do one of the following:

1. Ask the additional guests to leave the property
2. Agree an additional charge for the extra guests and take payment accordingly
3. Ask the whole party to leave immediately without any refund of money paid for unused days
4. Retain the damage deposit

### **3. Arrivals and Departures**

The period of Hire commences, unless otherwise agreed, at 4 p.m. on the day of arrival and terminates at 10:00 a.m. on the day of departure. Failure to vacate all or part of the property by the requisite time may result in further charges.

### **4. Payment**

A deposit equal to 25% (or as otherwise stated) of the total hire cost is to be paid at the time of booking.

Balance of the hire, along with the damage deposit, is due at least 8 weeks before the hire commencement date. Failure to pay the balance on or before the due date shall be construed as a cancellation on your part and any deposit paid will be forfeit (unless otherwise agreed).

In the event that a booking is made less than 8 weeks before the hire commencement date, full payment of cleared funds, including the damage deposit, is required at the time of booking.

We are pleased to accept the following forms of payment:

1. Cheque: In pounds sterling made payable to ‘RF Finance Ltd’
2. Bank Transfer: Pounds sterling (all charges to be paid by the Hirer). Bank details available upon request
3. If the booking is made through one of our web partners, payment is made via them.



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## 5. Care of the Property

The Hirer shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the hire period.

## 6. Additional Charges

A damage deposit will be secured against all bookings and varies according to the property. The damage deposit will show on the holiday confirmation letter and reflects bookings for 2 weeks and under. An additional £100 damage deposit will be added to the amount for each additional week that you stay in the property, up to a maximum of 4 weeks. This amount will be reflected in the holiday confirmation letter we email you. Damage deposits for rental periods longer than 4 weeks are to be advised at the time of booking.

### Damage

Except in the case of normal wear and tear, the Hirer will be held responsible for any damage to the Property and/or its contents. Any damage must be reported without unreasonable delay to the owners. Where possible during the hire period, the cost of repair must be agreed by both the owners and the Hirer, the amount which must then be paid in full to the owners. At the end of the period of hire the damage deposit will be returned in full, within 2 weeks, after the property has been inspected by the owners and found to be left in a satisfactory condition. In the event of any breakages or damage being discovered after the Hirer has vacated or if extra cleaning has been required, the Owner will notify the Visitor by e-mail within 4 days of vacating the premises advising of the damage(s) caused and the cost of re-instatement. The damage deposit will be refunded less the cost of the damage and/or extra cleaning. The Owner reserves the right to add a reasonable administration fee, not exceeding £50, to cover the time incurred dealing with the damages.

In the event of any complaints of noise or disrespect and damage to the property the Owner reserves the right to ask the Hirer to leave with immediate effect and without any compensation for unused days.

### Cleaning

Should you wish to have the property cleaned during your stay this can be arranged at a cost of £15 (18 Euros) per hour with a minimum of 2 hours per day. Please kindly arrange this prior to your arrival.

### Linen

For stays of 2 weeks or longer, clean linen and towels are provided. Room services and bed changes can be provided at a cost of £15 (18 euros) per hour.

### Special Requirements

We appreciate that getting ready for a holiday can be a manic time and we would be more than happy to take some of the pressure off you. Whether it be arranging activities or simply stocking the fridge with some of your favourite foods or drinks please do not hesitate to ask for our help.

### Travel cot and high chair

Upon request, there will be a cot and a high-chair available for your use. However, linen for the cot is not provided.

## 7. Cancellation Policy

All cancellations must be made in writing at least 8 weeks prior to the Hire Commencement Date

In the event of a cancellation the Owner will make every effort possible to re-let the property. If the property is re-hired for the same or greater amount then full repayment of any funds paid will be made; if



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the amount the property is rented for is less than your original booking, you will only be refunded the difference. However, if we are not successful in re-letting the property then any funds paid will be forfeit. We therefore strongly recommend cancellation insurance.

If we are forced to cancel your booking for reasons outside our control you will be refunded all sums paid.

We reserve the right to cancel any letting should you or any member of your party cause damage to the property, its furniture or contents or should you create a serious disturbance to any adjoining neighbours.

#### 8. Right of Entry

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

#### 9. Complaints

We take every care to ensure a successful and enjoyable holiday. However, in the event of a complaint about the Property or its contents it must be made immediately to the owners. The Owner shall not be held liable for any complaint submitted after the completion of the hire period.

#### 10. Liability and Insurance

The Owner does not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise. The Owner cannot in any circumstances accept liability for any personal injury, loss of life, damage, loss or accident to personal property.

Hirers are advised to ensure their own insurance covers any loss or damage to personal property during their stay and to ensure adequate personal and travel insurance is taken out.

The property owner is not liable for any loss or interruption of internet service.

#### 11. Facilities

Facilities will vary per Gite and are listed under each Gite page. However, all Gites will be provided with electricity, fuel, Wi-Fi, parking for at least one car, linen and towels (not pool towels) and all are included in the rental cost.

##### The Swimming pool

The pool is open from 9.00am to 20.00pm each day. House towels are not allowed poolside so remember to bring some pool towels along. Alternatively, pool towels can be hired for 2 euros per towel per week. When using the pool, please observe the following guidelines



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1. Children under 16 must be accompanied by an adult;
2. The pool must be locked when not in use;
3. It is recommended that at least two people are at the pool at any one time;
4. Flotation devices are used at the users risk;
5. The pool area is to be kept free of **GLASS AND CROCKERY** at all times in order to prevent accidents or damage to pool users, the pool area and/or the pool itself. Plastic plates, cutlery and glasses are available for use at the pool;
6. Please take down parasols in windy weather;
7. Please respect other users of the pool and the pool area.

Smoking is not permitted in the property.

## 12. Acceptance

Acceptance of this holiday rental contract is confirmed by your signature on the Booking Form