



Holiday Rental Terms & Conditions (2015)

(Please read before signing this form)

1. The property known as Le Petit Moulin ("the Property") is offered for holiday rental subject to confirmation by Steve and Manisiah Forber ("the Owners") to the renter/hirer ("the Client").
2. To reserve the Property, email confirmation is required from the Client and once confirmed as received by the owners the client should complete and sign the booking form and acceptance of terms and conditions. Signed contract to be returned together with payment of the initial non-refundable deposit (25% of the total rent due). Following receipt of the contract and 25% non-refundable deposit, the Owners will send a confirmation statement. **This is the formal acceptance of the booking.**
3. The balance of the rent together with the security deposit (see clause 5) is payable not less than 8 weeks before the start of the rental period. If payment is not received by the due date, the Owners reserve the right to give notice in writing that the reservation is cancelled. The Client will remain liable to pay the balance of the rent unless the owners are able to re-let the property (deposit remains non-refundable). In this event clause 4 of these booking conditions will apply. Reservations made within 8 weeks of the start of the rental period require full payment at the time of the booking.

If payment is not received by the due date, the Owners reserve the right to give notice in writing that the reservation/booking of venue is cancelled. The Client will remain liable to pay the balance of the rent. In this event, Clause 4 of these booking conditions will apply.

(Any chargeable expenses during the rental period should be settled locally with the Owners prior to departure.)

4. Subject to clauses 2 and 3 above, in the event of a cancellation, refunds of amount paid will be made only if the Owners are able to re-let the property, and any expenses or losses incurred in so doing will be deducted from the refunded amount (deposit remains non-refundable). The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings, public liability etc., since these are not covered by the Owners insurance. Cancellation is valid only upon written acknowledgement by the Owners.

In the event of cancellation by the Client, the Owners reserve the right to claim for lost revenue and apply the following cancellation charges:

(Please bear in mind that the deposit is non-refundable):

Cancellation between 52 to 36 weeks:	50% of the total quoted cost.
Cancellation between 36 to 24 weeks:	75% of the total quoted cost.
Cancellation between 24 weeks to 8 weeks:	100% of the total quoted cost.

Any cancellation by the Client must be made formally in writing except in the case of non-payment of the total rental cost by the due date, which will be taken, as a formal notice of cancellation by the Client and written notice will not be required.

In the unlikely event that the Owners are forced to cancel your booking due to serious sickness or there are major changes to it due to matters beyond the Owner's control, the Owners will advise the Client as soon as possible and will endeavor to offer the Client suitable alternative accommodation. 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

5. A security deposit of £1,000- is required in case of damage to the property or of its contents, however the sum reserved by this clause shall not limit the Client's liability to the Owners. The security deposit held by the Owners will be applied against repair or replacement caused by means other than usual wear and tear during the rental period. Pending a satisfactory inspection, the security deposit will be returned within 30 days after departure date although in general this is returned within 10 days after Client's departure and a full inventory has been completed.
6. The rental period shall commence at a time agreed between the client and the owners which is usually at 5.00 pm on the first day and finishes at 10.00 am on the last day, however the owners request that on the day of the Client's departure, at 9.00 am the Client and their guests/party to vacate all the bedrooms located on the first floor to facilitate commencement of cleaning.
The Owners shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated (unless agreed with the owners).
If the rental period is to be shortened by the Client for any reason, the rental fee will not be changed and there will be no refund. In the case of late arrival (after 8 pm), the Client must notify the Owners in advance by telephone.
7. The maximum number to reside in the Property is **18** persons and this include adults and/or children (babies in cots not included in this head-count. Two cots are made available if required). Facilities open only to residential guests. Please seek prior approval from Owners should you expect external guests.
8. The Client is responsible for all members of their guests and party residing and/or using the facilities of the Property. The Client agrees to be 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. All the accommodation is cleaned and checked before any Client's arrival and we do expect the Client to leave the property as found. Mid-week cleaning services can also be arranged in advance at €15 (Euros) per hour with a minimum charge of 4 hours per cleaner. The Owners also 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. Kindly note that all the above charges does not invalidate the damage clause (point 5) and does not limit the Client's liability to the Owners should there be any damage to the Property, fixtures or fittings.
The Client agrees not to act in a way, which would cause disturbance to neighbouring properties as the Property is situated in a peaceful and tranquil neighbourhood. Any Client or their guests deemed to be acting in a consistently unreasonable manner will be asked to leave the Property.
9. 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, garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible. (A charge is not always levied, but the Owners would rather be notified than to find out for themselves after the Client's departure.) The Client undertakes to allow maintenance personnel, cleaning staff and the Owners reasonable access to the Property rented for the purpose of repair and maintenance.
Complaints cannot be accepted upon or after the Client's departure.
10. The Client and their guests/party use the swimming pool and/or all the facilities provided at the Property including all of its surrounding area entirely at their own risk and the Owners shall not be responsible for any loss, damage, injury or death. As with many old properties

in France there are low doorways and beams and the Owners shall not be liable to the Client for any damage or injury resulting from contact with the doorways and beams.

11. Use of the accommodation and all amenities is entirely at the **Client's own risk**. 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 for loss or damage thereto.
12. Linen for 18 persons will be provided during the rental period (a supplementary charge will be imposed for additional request). Neither linen nor fixture and furnishing from the Property are to be taken off the property. Following our inventory, any shortfall of linen/towels, etc... following client's departure will be invoiced accordingly.
13. The swimming pool and Jacuzzi are available between May 1st to September 30th each year (from 9.00 am to 9.00 pm). The pool and jacuzzi are regularly maintained but if unusual climatic changes occur, this may affect the chemical balance. If there are any problems with the water clarity, please contact the Owners / caretaker. A safety notice and usage of swimming pool rules and regulations are found before the entrance of the pool. Please ensure that all the safety notices placed around the Property are read and understood by Client and all party members and that the regulations are strictly adhered to.
Please be aware that the following equipment is NOT to be used in either jacuzzi or pool:
 1. **Diving masks**
 2. **Swimming Fins (adults and children)**
 3. **Frisbees**
 4. **Small floating toys including any bath toys (as these block the pool skimmers)**No glass, bottles or china to be taken or used in the pool area. For resident guests, plastic glasses are provided. If any glass or china should fall into the pool, the Owners may need to empty, clean and refill the pool. This may take a number of days. The Client may lose your security/damage deposit and more as a consequence.
The water in the jacuzzi will have been completely changed and all filters cleaned upon the Client's arrival. For health and safety reasons children under the age of 16 years of age are prohibited from using the jacuzzi and the Owners request the Client and their guests/party to observe the rules of using the jacuzzi. Please ensure the jacuzzi covers are in place whenever the jacuzzi is not in use and only 8 persons is allowed at any one time in the jacuzzi. If there is a need to change the water during the Client's stay, there will be an additional surcharge.
The jacuzzi closes at 12 noon a day before the Client's departure date to facilitate cleaning of the unit.
The Owners reserve the absolute right to close the pool, jacuzzi or restrict the hours of the swimming or jacuzzi use for any period of time in circumstances, which the Owners believe in their absolute discretion to be necessary in the interests of health and safety.
The Owners are not held responsible for any loss or inconvenience that may be suffered as a consequence of any unforeseen breakdown in the pumping/filtration or any other equipment used in the swimming pool or jacuzzi.
14. The Owners will make every reasonable effort to ensure the safety of the Client but please be aware that it is an ancient watermill with streams and a small river running through the Property and that no liability can be attached to the Owners for unsupervised children or adults being injured or hurt as a result of swimming or playing in these areas. The Client is responsible to ensure that that all minors are supervised at all times and not allowed to wander unaccompanied in the grounds of the Property.
15. The Owners shall not be liable for any personal injury, loss or damage whatsoever caused as a result of the use of any children's equipment, toys, balls, barbeque or other equipment left at the Property for use by the Client and their guests during the rental period.
16. Smoking is not permitted within any rooms of the main house or the swimming pool area. In other areas, please dispose of cigarette ends in a clean and responsible manner.

17. The Property do not cater for pets, the only exception to this being guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the venue. Please consult and seek permission from the Owners first.
18. Winter letting rates will include water charges but electricity and use of the oil-fuelled central heating system will be charged based on consumption (meter reading).
19. The Property is serviced by two Fosse Septique tanks (Septic tanks). These are very common for rural areas of France and do not normally pose any problems as long as they are used accordingly. Please do not flush any **sanitary napkins, tampax, tampons, baby's nappies/wipes or thick wads of toilet papers** down the toilets. These tanks are also not equipped to handle British toilet paper either, which is thicker than the French equivalent so only French toilet paper is to be used. The tanks are also not designed to take any abrasive chemicals such as bleaches. Only septic tank friendly products are to be used as these promote a healthy bacteria growth within these units.
No bleach or anti-bacterial products are to be used either in the kitchen, bathrooms, showers or toilets areas.
20. The Client and their guests/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 with immediate effect by the Owners before the end of the rental period by the Owners giving the Client notice in the event of the Client being in serious breach of the terms of this agreement.
21. The Owners shall not be liable to the Client for
 - Any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery appliance in the property, garden or swimming pool.
 - Any loss, damage, injury or death that is the result of adverse weather conditions, riot, strikes, war or other matters that are beyond the control of the Owners.
 - Any 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. In any such event, the Owners shall refund, within two working 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 floods, storms, riots, strikes, wars, and Acts of God) or other events outside the Owners' control, the Owners cannot accept any liability.
22. Computers, Servers, Routers, VOIP, Wireless, Electronic equipment :
Wi-Fi is provided free of charge and very occasionally the ADSL connection is reset by the provider and can be down for some time as it is the case in the countryside and this is beyond the Owner's control.
The Owners cannot accept any responsibility for loss or lack of a stable internet connection. Wifi coverage extend within the confines of the house, around the pool area and the rear terrace however bear in mind that due to our rural location, the maximum internet speed obtainable from our service provider is between 4 to 5 MB and this will be reduced dependent on the number of users at any one time.
The equipment must not be altered, adjusted or interfered with in any way and if any of the computer hardware is found to have been tampered with causing a malfunction or interruption to the system or internet services the Security Deposit will be retained in full. 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. Please also be aware that the Property is 300 years old with half a meter thick stone walls which also can disrupt the signal from time to time depending on which part of the Property the client and their guests are in and if the signal may be bad in one room it may be good in another.

23. Modification of a substantive element of the contract:
If, before the declared date of commencement of the stay, the Owners find itself obliged to change one or more of the key elements in the contract, the Client may, after receiving notification from the Owners by registered letter:
- Terminate his or her contract and receive, without deduction, an immediate refund of all sums paid or accept the change or substitution offered, in which case an amendment to the contract detailing any changes shall be signed by both parties.
 - Any resulting reduction in costs shall be in the form of a deduction from payments due from the Client, and in the event of payments already made by the latter exceeding the cost of the revised booking the surplus shall be returned to the Client prior to the commencement of the stay.
24. The Owners reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your rental. For example, the Owners may make changes to the décor and colour schemes of our rooms, and the Owners cannot guarantee that the venue and its surrounds will be free from additional structures (such as additional pergola or shelter). The Owners will use all reasonable endeavours to ensure that no components of your holiday package have to be altered. However, as holiday rental is normally put together a long time before your scheduled arrival, 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 we believe will not be to the detriment of your overall holiday experience and which will not increase the price.
25. From time to time the Owners would like to publish the Client's comments on their websites and advertisement, so unless otherwise requested, the Owners will assume that the Client has no objection.
26. Under no circumstances shall the Owner's liability to the Client exceed the amount paid for the rental period.
27. Whilst every effort has been made to ensure that the description of the Property and nearby facilities are as accurate as possible, the Owners cannot accept any liabilities for any changes beyond the Owners' control.
28. This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications 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.
29. This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out or in connection with this contract may be brought in any court of competent jurisdiction in England.
30. Please note that these conditions will constitute part of the Owners' confirmation letter and the Client is deemed to have read and accept these terms and conditions once the deposit has been paid to the Owners.

I/We (on behalf of all my/our guests and party) duly read, acknowledged, accept and agreed to the terms and conditions as laid out above (**please also initialized all pages**) :

Name : _____ Signature : _____

Date: _____