



Razay *Holiday Cottages in France*

BOOKING CONDITIONS

1. The property known as **Razay** ("the Property") is offered for holiday rental subject to confirmation by **Simon & Jill Jarvis** ("the Owner") to the renter ('the Client').
2. To reserve the Property, the Client should complete and sign the booking form and return it together with payment of the initial non-refundable deposit (50% of the total rent due, or £100 if booking made prior to 31 Dec). Following receipt of the booking form and deposit, the Owner will send a confirmation invoice/receipt. **This is the formal acceptance of the booking.**
3. For bookings made prior to 31 Dec 50% of the balance of the rent will be payable the following February. The final balance of the rent, together with the security deposit (see clause 5), is payable 6 weeks prior to the start of the rental period. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.
4. Any chargeable expenses arising during the rental period (e.g. Quad Bike hire) should be settled with the Owner before departure.
5. A security deposit of **£100** for every week or part week of the rental period is required in case of, for example, damage to property or contents, excessive electricity usage and additional cleaning costs. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Owner will account to the Client for the security deposit and refund the balance due within two weeks of the end of the rental period.
6. Subject to clauses 2 and 3 above, in the event of a cancellation by the Client, refunds of amounts paid will be made as follows:
 - a. Cancellation more than 10 weeks before arrival - Loss of deposit.
 - b. Cancellation 6-10 weeks before arrival – refund of 50% of Total Rental.
 - c. Cancellation less than 6 weeks before arrival – no refund.

In the unlikely event of cancellation by the Owner, the Owner will inform the Client as soon as possible, and, if requested, will try and arrange an alternative accommodation of a similar type and standard in the area. If no alternative accommodation is available or acceptable, the Owner will refund all monies paid and shall be under no other liability. **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 Owner's insurance.** The Owner cannot accept any liability for loss of or damage to personal belongings or damage to motor vehicles.

7. The rental period shall commence at **4.00pm** on the first day and finish at **10.00am** on the last day. The Owner shall **not** be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated.
8. The maximum number to reside in the Property must not exceed 7 (Cottages) or 10 (Stables) unless the Owner has given written permission. Supplements will be payable for over-occupancy.
9. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a clean and tidy condition at the end of the rental period. Although electricity/gas charges and a final clean are included in our prices, the Owner reserves the right to make a retention from the security deposit to cover excessive electricity/gas use and additional cleaning costs if the Client leaves the Property in an unacceptable condition. The Client also agrees not to act in any way that would cause disturbance to those residents in neighbouring properties.
10. The Client shall report to the Owner 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.
11. The Client is responsible for everyone in his/her party using the swimming pool, fitness suite and badminton hall. Children under 16 are to be supervised by an adult at all times in the pool area.
12. The Owner shall not be liable to the Client:
 - a. for any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliance in the property, garden or swimming pool.
 - b. for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner.
 - c. for any loss, damage or inconvenience caused to or suffered by the Client if the property shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
13. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

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 of or in connection with this contract may be brought in any court of competent jurisdiction in England.