

# MEADOW VIEW GITES

Please find below a translation of our French contract into English.

## Accommodation Contract of Rental Booking Terms and Conditions

1. The property known as “Meadow View Gites”, “Wisteria Cottage” or “Bluebell Cottage” is offered for your holiday on behalf of Mr. Bryan & Mrs. Jane Housley (referred to as the “Owners”, “we”, “us” and “our”) to the renter (the “Client”, “you” or “your”). The Client will be deemed to be the person whose name appears on the booking form and all members of the holiday party.
2. To reserve the property, the client should complete & sign the Booking Form & return it together with payment of the initial non-refundable deposit (30% of the total rent due or 100% if within 8 weeks of the arrival date). Following receipt of the Booking Form & deposit payment confirmation of the booking will be sent (by email). This is the formal acceptance of the booking. Payments can be made by bank transfer or credit card. If booking via an online booking platform (Airbnb, Booking.com, Gîtes.fr etc) the deposit will be paid to them together with their booking fees & commissions.
3. The balance of the rental plus the damage/ security deposit (see clause 4) is due 8 weeks before the start of the rental. If payment is not received by the due date, the owners reserve the right to charge a late payment admin fee of 15€. If payment is still not received after a further 7 days the owners give notice in writing that the reservation is cancelled. Reservations made within 8 weeks of the start of the rental require full payment at the time of booking. If booked via an online booking platform (Airbnb, Booking.com, Gîtes.fr etc) the balance will be paid to them together with their booking fees & commissions (plus any other charges).
4. A security deposit of 300€ per property is required with the balance (in case of damage to the property or its contents) and will be refunded in its entire or in part (normally within 7- 14 days) after the departure date, after the property has been inspected. Should the security deposit be insufficient to cover such costs or liability, any additional amounts are payable by the Client. However, the sum reserved in this clause, shall not limit the client’s liability to the owners. Any substantial damage caused by the Client, or behaviour of an unacceptable type will result in immediate eviction without compensation and a claim for loss or damages from the client. In this event the Owner will have no further contractual obligation to the Client. Any other chargeable expenses arising during your stay will be deducted from the security deposit, unless these are settled separately prior to departure.
5. 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, personal & public liability etc since these are not covered by the owners' insurance.
6. The rental period shall commence at 16.00 on the arrival date & finish at 10.00 on the departure date. 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 by prior agreement given in writing. Late departure charge of 50€ will apply for checkouts after 10.00. If your expected arrival time is delayed after 16.00, please contact us on our landline number, if you fail to arrive before 22.00, a late check-in fee of 40€ will apply.
7. The maximum number to reside in the Property must not exceed the advertised / authorized capacity & that stated on the booking form. Wisteria Cottage -12 guests, Bluebell cottage – 10 Guests, (Exceeding this will terminate your booking contract). Named guests cannot be interchangeable throughout the period of the stay. Only guests named on the booking are allowed in the property, pool and garden, to comply with our occupancy rule. Babies under 2 years of age (sleeping in a baby cot) do not count in the total property capacity.
8. **No pets** are allowed in/ on to the property, violating this rule will terminate your booking immediately & will incur a 200€ “Pet Hair Removal Fee”.

9. No same gender parties (Hen or Stag parties), and no groups of under 25 years old will be permitted to book or stay.
10. No outdoor fires or fireworks are permitted anywhere on the property (ignoring this will terminate your stay).
11. The Client agrees to be a considerable tenant, and to comply with the pool & property rules as explained in the Guest Information Book & on Hostfully link. The client will also respect & take good care of the property & all contents, and at the end of the rental period agree to leave it in a clean & tidy condition, free of any damage and to leave the property as you found it (as per our check out instructions). The owners reserve the right to make retention from the security deposit of 100€ to cover additional cleaning costs if the Client fails to clean the property as per above. Alternatively, the client can choose the "Pack & Go" option (without doing any cleaning) and pay 50€. Please let us know the day before checkout for this option.
12. The Client agrees not to act in any way which would cause disturbances to our neighbours. Any disruptive or disrespectful behaviour from the client will result in the eviction & termination of rental. Please keep noise to reasonable level.
13. The Client agrees to ensure that all children and non-swimmers shall be supervised by an adult when using the pool. The owners accept no liability for the use of the swimming pool. Pool rules & a safety disclaimer will be presented to the Client for signature prior to or on arrival. If these conditions are not complied with, the owners reserve the right to refuse access to the pool. The client is expected to have read the pool rules and any notices appertaining to its use and to have made these clear to each member of your part (particularly those with small children). The pool is private to the complex, but shared between all properties, and is only to be used by the client and those named on the booking contract.
14. The Client agrees that no glass or pottery shall be taken to the pool area. Should this rule be broken and a breakage happens you will lose all of your security/damage deposit.
15. **Children** are always the responsibility of the Client and we ask that they are always supervised when in the garden or using the Children's play area. Any damage or accidents will be the responsibility of the Client. The Children's play area is only recommended for under 12's only.
16. The whole property has a strict "**No Smoking**" policy, including e-cigs. Smoke alarms are fitted in the property for your security. The Owners reserve the right to terminate the rental with immediate effect if these conditions are not met and charge an additional fumigating fee of 40€.
17. The owners reserve the right to enter the property at reasonable times to carry out any normal maintenance. Under no circumstances may the Client touch or interfere with any pool equipment, materials or other similar equipment. The owners reserve the right to take any relevant action, including immediate termination of the rental, if any property including the swimming pool and its grounds are abused or misused.
18. Whilst the Owners will have made every possible effort to ensure the accuracy of the property description, the details contained on the website & any further marketing material, the property may be altered, facilities changed, or properties withdrawn from letting altogether. Should the Owners have to cancel your holiday in such circumstance or for any reason whatsoever, the Owners will endeavour to transfer your booking to an alternative equivalent property, if available, or will refund all monies paid, and there will be no further claim against the Owner. In the event of the booking being cancelled or altered by reason of force major (which includes floods, storms, riots, strikes, war, pest invasion or any Acts of God) or other events outside the Owners control, the Owner will not accept liability. If the Client or any other person in the party falls ill during the rental and must return home early, the Owner cannot be responsible for any additional costs nor can any part of the rental be refunded. The Owners will make every effort to ensure the client has an enjoyable and memorable holiday. (Please read clause 5).
19. The Client acquires no rights whatsoever over the Property accepting only occupation as a holiday let for the period booked. The Client does not have the right to sub-let the Property.
20. The property is presented to the client in a good condition, without any damage, and with all equipment & fittings in working order. Please can you report to us any defects within:
  - 2 Hours of arrival (for a 2 night stay) or 24 Hours (for a stay longer than a 2 night stay)

After this time should the client report damage to the property, it's contents, or in the garden or swimming pool area, arrangements for repair and/or replacement will be made as soon as possible, these costs payable by the client.

21. The owners shall not be liable to the client for:
  - 21.1 any temporary defect or stoppage in the supply of public services (Electricity, Water Gas, Wi-fi etc.) to the property, nor in respect of any equipment or appliances in the Property, garden or swimming pool.
  - 21.2 any loss, damage or injury that is the result of adverse weather conditions, riots, war, strikes or other matters beyond the control of the Owners.
  - 21.3 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 Owners shall within 1 month of the notification to the Client, refund to Client all sums previously paid in respect of the rental period.
22. Under no circumstances shall the Owners' liability to the Client exceed the amount paid to the Owners for the rental period.
23. The Owners do not accept responsibility for injury to the Client and loss or damage to the client's belongings. The use of the property is at the Clients risk, and the Client is responsible for the security of the property during the rental period.
24. The Owners will not accept responsibility for any loss or damage to the Client's motor vehicle or its contents. Parking around the property is at the Client's risk. Charging of Electric Vehicles is not allowed and is not covered by the Owner's Insurance.
25. The Client agrees not to park a caravan, motorhome or do any sort of camping on the Property or any local grounds without written permission of the owners.
26. Summer Rentals (May to Sept)– Gas and Water are included in the rental.  
Winter Rentals (Oct to Apr) – Gas, Water and a daily allowance of logs are included in the rental. An electricity allowance of 10kwh per night will also be included all year. Electric readings will be taken at arrival & departure, and any extra usage will need to be settled at check out or deducted from the security deposit.
27. If for any unforeseen circumstance the Client has any issue to complain, the Owners ask that the matter is raised during the rental period so that a solution can be sorted, and the Client can enjoy the remaining period of the rental. If any complaint cannot be resolved during your stay, you must write to us with full details with 14 days of the end of your stay.
28. Cancellation: If the Client needs to cancel the reservation, the charges will be made as follows:
  - If more than eight weeks before the start of the rental the 30% deposit will be retained & not refunded.
  - If less than eight weeks before the start of the rental 100% of the total rental will be retained and not refundedCancellations need to be made in writing (email is acceptable). If the client wishes to move the reservation to another property or another date a fee of £30 will be charged to cover administration costs, but only if this is amendment is possible.

**ADDITIONAL INFORMATION: If you need any further explanation or information about the property or facilities please do not hesitate to contact us. Please sign & return this as quickly as possible, with the booking form & deposit payment. Booking dates are not confirmed until these have been received.**

Name & Address.....  
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I agree with all the terms & conditions above,

Signature and date.....