# 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 rental on behalf of Mr. Bryan & Mrs. Jane Housley (referred to as the “Owners”, “we”, “us” and “our”) to the renter (the “Client”,” The group/party leader”, “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 group/ party.
2. To reserve the property, the client should complete & sign the Booking Contract, our Terms & Conditions (T&C’s) & return them 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 signed Booking Contract, T&C’s & the deposit payment, confirmation of the booking will be sent (by email). This is the formal acceptance of the booking, of which you agree to all the policies in the T&C’s. Payments can be made by bank transfer or credit card. If booking via an online booking platform (Airbnb, VRBO, Gîtes.fr etc) the deposit will be paid to them, together with their booking fees & commissions, A booking Contract & ours T&C’s will be sent to you, but by making the reservation on any of the booking platforms you automatically agree to our T&C’s. The person making the reservation (i.e., “The Client”) must be a member of the party renting the property and must be aged 25 years or over.
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 will 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, VRBO, 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 and its contents, or for the failure to comply with any of the polices of our T&C’s) and will be refunded in its entire or in part, within 7 days after the departure date once the property has been fully inspected. Should the security deposit be insufficient to cover such costs or liability, any additional amounts are payable by the Client. 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 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 for all members of the party, (including full cancellation cover) and to have full cover for the party’s personal belongings, public liability, personal accident and damage to our property cover etc since these are not covered by the owners' insurance. Whilst we do not ask for proof you have insurance, in making the reservation you acknowledge that you understand the importance of our advice and absolve us of all legal or moral obligation for any of the above.
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 by us given in writing. You agree to confirm your expected arrival time by 10.00 on the arrival date and to update us with the progress of your journey by SMS or WhatsApp to update us of any delays. 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 by text/WhatsApp, if you fail to arrive before 22.00, a late check-in fee of 40€ will apply.
7. You are responsible for your own property, but should anything be left behind after your departure, we will contact you and will, at your request & cost, return it to you by whatever method you choose. If any of our property is accidentally taken by your party, you must inform us immediately once it has been discovered and return it to us at your cost. If you fail to do this a replacement (like for like) item will be replaced at your cost.
8. 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 only, Bluebell cottage 10 guests only), 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 guest capacity. All guests must sleep at night in a bedroom in the only the beds provided. Nobody may sleep at night on the sofas, airbeds or camp beds. You must not move beds, bedding or any furniture from one room to another. The gîtes & facilities, particularly hot water is not equipped to cater for more than the stated guest capacity.
9. **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”, deductible from you damage deposit.
10. No same gender parties (Hen or Stag parties), and no groups of under 25 years old will be permitted to book or stay.
11. No outdoor fires or fireworks are permitted anywhere on the property, ignoring this will terminate your stay and you forfeit any rental and your full damage deposit.
12. A charcoal BBQ is provided for your use. We ask for a 20€ refundable deposit for the grill and utensils. This is refunded to you in full at the end of your stay if the items are return to us clean.
13. The Client agrees to be a considerate tenant, and to comply with the pool & property rules as explained in these T&C’s, the Guest Information Book & on our 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 70€. Please let us know the day before checkout for this option.
14. Before and upon arrival you will be given our guest information link/handbook containing useful local information and advice about living in a rural environment, you agree to respect all this advice (e.g., Septic Tank, respecting our neighbours etc). It is your responsibility to impress upon all members of your party our requirements.
15. The client’s behaviour, (the client being the party leader) is responsible for the correct and decent behaviour of the whole party/ group, agrees not to act in any way which would cause disturbances to us or our neighbours. Any disruptive or disrespectful behaviour from the client will result in the eviction & termination of rental without any claim for compensation. Please keep noise to reasonable level.
16. The Client agrees to ensure that an adult shall supervise all children and non-swimmers 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. Visitors are not permitted
17. The Client agrees that no glass or pottery shall be taken to the pool area. Should this rule be ignored, and a breakage happens you will lose all of your security/damage deposit.
18. **Children** are always the responsibility of the Client, and we ask that they are always supervised at all times and are not allowed to wander **unaccompanied** in the grounds of the property, on the roads /footpaths, or in the garden, on the pool terrace or using the Children’s play area. Please ensure that the gate to the pool terrace is kept closed and always bolted. Any damage or accidents will be the responsibility of the Client. The Children’s play area is only recommended for under 12’s only. Please put away any play equipment once you have finished using it.
19. The whole interior of the 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 & charge an additional fumigating fee of 40€. Smoking is only permitted outside; smokers must ensure that all cigarettes are fully extinguished & that all butts are disposed of properly in the ash trays/bucket & do not cause litter.
20. We completely respect your privacy, but the owners reserve the right to enter the property at reasonable times to carry out any normal maintenance or address any issues that are deemed necessary. 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.
21. 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 will not 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).
22. 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.
23. The property is presented to the client in a good condition, without any damage, and with all equipment & fittings in working order. We accept that the odd glass will get broken, so please tell us immediately of any accidents or damages so they don’t have any impact on your stay. Please can you check everything on arrival and report to us any defects within 2 Hours of arrival. After this time should the client report any damage to the property, its 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.
24. The owners shall not be responsible or liable to the client for:
    1. any temporary defect or stoppage in the supply of public services (electricity, water gas, mobile phone signal, satellite TV, Wi-fi etc.) to the property, nor in respect of any equipment or appliances in the property, garden or swimming pool.
    2. any injury, loss or damage or to the clients or the client’s belongings, which is the result of adverse weather conditions, riots, war, strikes or other matters beyond the control of the Owners. 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
    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.
    4. any noise, disturbance or nuisance originating outside the boundaries of the property.
    5. Where additional facilities or items are provided or used, with or without our consent (e.g., swimming pool, children’s play equipment, toys, games, bicycles, garden/ pool furniture, BBQ’s you use these entirely at your own risk and we accept no responsibility.
25. Under no circumstances shall the Owners’ liability to the Client exceed the amount paid to the Owners for the rental period.
26. The Owners will not accept responsibility for any loss or damage to the Client’s vehicle or its contents. Parking around the property is at the Client’s risk. Charging of Electric Vehicles is not permitted and is not covered by the Owner’s Insurance. Breaking this rule will incur a 100€ fine, deductible from your security/damage deposit.
27. The Client agrees not to park a caravan, motorhome or do any sort of camping on the Property or any local grounds. Breaking this rule will incur 200€ charge/fine deductible from the damage /security deposit.
28. The gîte complex is protected by CCTV, this is for everyone’s security & protection.

The images are only viewed when necessary. If any of the cameras are tampered with or disabled by you it will result in the immediate loss of the whole damage deposit.

1. Unfortunately, due to the bad behaviour of some previous guests we now have a “Zero Tolerance Policy”. We will give you one warning and should we need to ask you again for any matter that you are breaking our gite polices as outlined in these T&C’s or our Guest Handbook, your contract will be terminated, you will be asked to leave, and you will forfeit your remaining rental and your full damage deposit. You remain responsible at all times for the behaviour and conduct of your guests and you will be liable for all damage or loss arising.
2. We provide unlimited wi-fi internet free of charge, but this service must not be used for any illegal or subversive activities, including the downloading of pirated material or material illegal under French law.
3. Candles and lanterns fuelled by flammable material must not be used in the house. Citronella candles/ insect repellents etc maybe used outdoors but must not be left unattended and they must be completely extinguished when left.
4. The rental price includes all bedding and house towels, washing facilities are provided in the house for you to launder these yourself. House towels must not leave the house except for outdoor drying. Beach & pool towels re not provided please bring these with you or they can be rented from us at an additional charge You agree to fully reimburse us for any damage or irreversible staining to our bedding, towels or soft furnishings however caused.
5. All property and valuables left in the house or garden are left at your own risk, we will not be responsible for any loss. Reasonable care must be taken so all door & windows should be closed & locked when leaving the property. Windows, especially the “Velux” windows must be closed in the event of a storm or rain to prevent water damage.
6. Summer Rentals (May to Sept)– Gas and Water are included in the rental.

Winter Rentals (Oct to Apr) – Gas, Water & a daily allowance of logs are included in the rental.

An electricity allowance of 20kwh 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.

1. 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. Making any unjustified slanderous remarks on any web platform / social media will result in legal action being taken.
2. 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 refunded. Only the damage/ security deposit (if paid) will be refunded.

Cancellations 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.**

**Full Name…………………………………………………………………………………………………………**

**Address……………………………………………………………………………………………………………**

**……………………………………………………………………………………..............................................**

**I have read and agree with all the terms & conditions above,**

**Signature………………………………………………………………………………………………**

**Date………………………………………………………………………………………………………**