

RENTAL CONTRACT AND BOOKING CONDITIONS FOR "Le Hibou"

- 1,** The property known as Le Hibou, situated in Ginestas, Aude.(The property) is offered for holiday rental subject to confirmation by the owners Mr P Stapleton and Mrs D Byng (The owners) to the renter (the Client)
- 2,** To reserve Le Hibou, the client should complete and sign the booking form and return it, together with payment of the initial non-refundable deposit (25% of the total rent due). Following receipt of the booking form and deposit, the owner will send a receipt. This is a formal acceptance of booking.
- 3,** The balance of the rent, together with the security deposit (see clause 5) is payable not less than eight weeks before the rental period begins. If payment is not received by the due date, the owner reserves the right to give notice in writing by post or by Email, that the reservation is cancelled. The client will remain liable to pay the balance of the rent unless the owner is able to re-let the property. In this event, clause 6 of the booking will apply. Reservations made within eight weeks of the start of the rental period will require full payment at the time of booking.
- 4,** Any chargeable expenses arising during the rental period (e.g cleaning service at 80 Euros) should be settled locally with the owner before departure.
- 5,** A security deposit of 200.00 Pounds Sterling per booking period is required in case of, for example, damage to the property or its contents. However, the sum reserved by this clause shall not limit the clients' liability to the owner. The owner will account to the client for the security deposit and refund the balance due within two weeks after the end of the rental period.
- 6,** Subject to Clauses 2 and 3 above, and in the event of a cancellation, refunds of amounts paid will be made if the owner is able to re-let the property and any expenses or losses incurred in so doing will be deducted from the refundable amount. The client is strongly advised 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.
- 7,** The rental period shall commence at 16.00hrs on the first day and finish at 10.00hrs on the final 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 Le Hibou Gite must not exceed 4 adults and 2 children, unless the owner has given written permission.
- 9,** The Annexe offered by Le Hibou, cannot be rented separately, it must be in addition to the rental period and must coincide with the dates of that rental period. The maximum number to reside in the Annexe must not exceed 2 people. If the Annexe is booked by the client, the client accepts that all recreation and facilities are to be used at Le Hibou. A separate security deposit of 100.00 Pounds Sterling is required and a separate booking form will be sent. The same terms and conditions apply to The Annexe as do to Le Hibou.
- 10,** 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. The owner reserves the right to make a retention from the security deposit to cover any additional cleaning costs if the client leaves the property in an unacceptable condition. The client also agrees not to act in any way which would cause disturbance to those residents in neighbouring properties.
- 11,** The client shall report to the owners, without delay, any defects in the property or breakdown of any equipment, plant, machinery or appliance in the property, garden or swimming pool.

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12, The owner shall not be liable to the client :

A, For any temporary defect or stoppage of 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 a result of adverse weather conditions, riots, 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 owners liability to the client exceed the amount paid to the owner for the rental period.

14, Please remember that swimming pools can be dangerous places, especially for young children. The clients are responsible for their own safety and parents/guardians are solely responsible for the supervision and safety of their children. The owners request that you arrange and obtain full travel, accident, health and liability insurance. No running around the pool area. No glass within the confines of the fenced pool area. No diving. Although anti-slip tiles have been laid, the tiled area may become slippery, especially when wet. Please ensure the gate is closed and locked upon exiting the pool area.

15, There are 2 covered car parking spaces provided free of charge to the client, please be aware that the client leaves his/her car on the owners premises at his/her own risk. The owners take no responsibility for any vehicle or its contents.

16, If the client wishes to invite any person onto the property, over and above, those declared on the booking form, the client **MUST** obtain written permission from the owner who reserves the right to make an appropriate charge.

17, The client must not, under any circumstances, re-let or sublet the property, even free of charge.

18, Well behaved pets are accepted at the property, Maximum of two, this must be requested at time of booking and your pet must be declared. The current charge will apply. No dangerous breeds please.

19, 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.

I HAVE READ AND FULLY UNDERSTAND THE RENTAL CONTRACT AND BOOKING CONDITIONS AND ACCEPT THEM ON BEHALF OF EVERYONE IN MY PARTY FOR THIS BOOKING:

Signature.....

Name.....

Date...../...../.....

BOOKING FORM FOR "Le Hibou"

PLEASE COMPLETE THIS FORM IN CAPITAL LETTERS, THANKYOU.

Full Name:

Address:

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.....Postcode:

Home Telephone: Mobile:

Booking Period: From/...../..... To/...../.....

Number of People: Adults: Children:

Pets: (Y/N) Type: Breed:

Total Rental Cost:

25% Deposit: (Enclosed)

Balance and Security Deposit: (Payable 8 wks before start of rental period)

N.B The 25% deposit is non-refundable. You are strongly advised to take out your own travel insurance policy, with a cancellation clause, which may enable you to recover non refundable losses. We are sorry that we are unable to refund any rental monies should you unfortunately be unable to travel.

I HAVE ENCLOSED THE SIGNED RENTAL CONTRACT AND BOOKING CONDITIONS.

I HAVE ENCLOSED THE COMPLETED GUEST LIST.

I HAVE DECLARED PETS (IF ANY)

I HAVE ENCLOSED/PAID THE 25% DEPOSIT.

I AM OVER 18 YEARS OF AGE.

Signature: Full Name:

Date:/...../.....

GUEST LIST FOR "Le Hibou"

Please list all guests here, using capitals please, thankyou.

Party leaders name: Age: Contact No.....

Guest 1: Age:

Guest 2: Age:

Guest 3: Age:

Guest 4: Age:

Guest 6: Age:

Will you be booking the Annexe? (Y/N) (Charges Apply)

Annexe Guest 1: Age:

Annexe Guest 2: Age:

Will you need the Infant Pack? (Y/N) (FREE)

Signature: Full Name:

Date:/...../.....

PLEASE ENSURE TO ENCLOSE THIS COMPLETED FORM!!!