

Terms and Conditions : Chez Gerry

- 1 The property owned by Gerry McCrudden (the OWNER) in La Garde Freinet, VAR, (the PROPERTY) is offered for short term holiday rental subject to confirmation by 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 for the Initial non-refundable Deposit (50% of the total rental due). Following receipt of the Booking Form and Deposit, the OWNER will confirm the acceptance of the booking.
- 3 The balance of the Rent together with the Security Deposit (see clause 6) is payable not less than six weeks before the start of the rental period. If payment is not received by the due date, the OWNER reserves 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 OWNER is able to re-let the PROPERTY. In this event, clause 7 of these booking conditions will apply.
- 4 Reservations made within six weeks of the start of the rental period require payment in full of the stated rent and security deposit to secure the booking.
- 5 Any chargeable expenses for services such (as end of rental cleaning) arising during the rental period should be settled locally with the OWNER's Manager (Paul Barstow) before departure.
- 6 A refundable security deposit of £200 for the rental 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 CLIENT's liability to the OWNER. The OWNER will account to the CLIENT for the security deposit and refund the balance due within as short a period as possible after the end of the rental
- 7 Subject to clauses 2 and 3 above, in the event of a cancellation, refunds of amounts paid will be made only 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. Accordingly 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.
- 8 The Rental Period shall commence at 4.00p.m. on the first day and finish at 10.00a.m. on the last day. This interval is essential to arrange cleaning. 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.
- 9 The maximum number to reside in the PROPERTY must not exceed 6 persons unless the OWNER has given clear permission.
- 10 The CLIENT agrees to be a considerate tenant and
  - to take good care of the PROPERTY and its contents
  - to leave it in a clean and tidy condition at the end of the Rental Period  
to leave all the contents in the state they were found at the start of the tenancy.
- 11 The CLIENT shall report to the OWNER'S Manager without delay any defects in the PROPERTY or breakdown in the equipment, machinery or appliances in the PROPERTY, and arrangements for repair and/or replacement will be made as soon as possible.
- 12 The OWNER shall not be liable to the CLIENT for:
  - any temporary defect of stoppage in the supply of public services to the PROPERTY, nor in respect of any equipment, machinery or appliance in the PROPERTY.
  - 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.
  - 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.
- 14 Please check the house description carefully before the holiday and note that if a particular requirement is not specified on this, then it will not be provided.
- 15 The CLIENT also agrees not to act in any way that would cause disturbance to those resident in neighbouring properties. Regretfully we cannot accept pets because of allergies of future clients. Similarly the OWNER asks that you do not smoke inside the Property.
- 16 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.