

Roussillon Farmhouse – Terms and Conditions

1. The property known as Roussillon Farmhouse, 66740 Villelongue dels Monts, France, hereinafter called ("the Property") is offered for holiday rental subject to confirmation by Mr. P V & Mrs. A E Spink hereinafter called ("the Owner") to the renter hereinafter called ("the Client").

2. To reserve the property, the Client should complete, sign and date the booking form herewith and return it by post together with payment of the initial non-refundable deposit (30% of the total rent due, subject to a minimum of £500). Following receipt of the booking form and deposit, the Owner will send to the Client a confirmation invoice and statement. This is the formal acceptance of the booking.

3. The balance of the rent together with the security deposit (see clause 5) is payable not less than two calendar months before the start of the rental period. If payment is not received by the due date, the Owner shall reserve the right to deem the reservation 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 these booking conditions will apply. Reservations made within two calendar months of the start of the rental period require full payment at the time of booking.

4. Any chargeable expenses arising during the rental period will be payable from the security payment.

5. A security deposit of £400 for the rental period is required in case of, for example, damage to the property or its contents and for the consumption of electricity, gas, fire wood or other reasonable on-costs caused by the Client and incurred by the Owner. 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 after the end of the rental period.

6. Subject to clauses 2 and 3 above, in the event of a cancellation, the Owner will retain the 30% deposit or £500 whichever is the greater. However, the Owner shall endeavour to re-let the property. If the Owner is able to re-let the property, any expenses or losses incurred in so doing will be deducted from any refundable amount subject to a minimum administration fee of £500. **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.**

7. The rental period shall commence at 4.00pm on the first day of the booking and finish at 10.00am on the last day of the booking. 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 the number in our individual agreement.

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 a final clean is included in our prices, the Owner reserves the right to make a minimum retention of £200 from the security deposit, to cover additional cleaning costs or to attend to repairs 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 people resident in neighbouring properties.

10. The Client shall report to the Owner's agent without delay any defects in the property or breakdown in the equipment, plant, machinery or appliances in the property or garden and arrangements for repair and / or replacement will be made as soon as possible.

11. The Owner shall not be liable to the Client:

- 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 or garden.
- 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.
- 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.

12. The client agrees to comply with legislation in respect of Swimming Pool Safety and in particular the operation of devices installed in and or on the pool conforming to regulation NF P 90 – 307 (in the case of Aquasensors) and or out of season regulation NF P 90 – 308 (in the case of the winter-cover), and to completely indemnify the Owner for any fines that may be levied against the Owner for a failure of the Client to operate the devices in accordance with a Manual provided whilst the Client is renting the house.

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.