

## 1. GENERAL

All arrangements are made subject to the following conditions and the signature of the person on the booking form (must be over 18 years of age) confirms that he or she and all members of their party, accept and agree to be bound by these conditions.

## 2. CONTRACT

The contract shall be between the Hirer (the Party leader and all members of the accompanying party) and the Owners - Malcolm Birchwood & Clare Emblin

## 3. INITIAL PAYMENT

Bookings will be confirmed on receipt by the Owners of the appropriate initial payment made payable to M.Birchwood & C.Emblin as described on the booking form together with the signed returned booking form. Within 3 working days a booking confirmation account will be issued detailing the total cost of the stay less any initial payments made.

## 4. SECURITY DEPOSIT

A security deposit of 300 Euros is required to be received 4 weeks before arrival which will be refunded in full upon departure at the end of the stay providing no damage/breakages are found or items missing. The Owners reserve the right to deduct the cost of any damages/breakages/replacements or cleaning required.

## 5. BREAKAGES/CLEANING/DAMAGES

The Owners understand that breakages can occur. The owners trust that you and your party will treat your holiday home with respect and inform us immediately of any breakages or accidents. The Owners request that all breakages are replaced like-for-like or the cost will be deducted from the security deposit. Should the gite be left in a condition that requires additional cleaning or damage repair at the end of the stay over what would normally be expected, you will be advised and charged accordingly for the time spent and the cost of any materials used in returning the gite to the condition you originally found it.

## 6. BALANCE PAYMENT

The outstanding balance due is payable to the Owners 8 weeks prior to arrival. If the payment is not received as requested, the Owners reserve the right to cancel the booking and apply the charges as detailed in 7 below and retain the initial payment in full. It is recommended that the Hirer take out a suitable holiday insurance and cancellation policy.

**Details of where the payments are to be made to will be provided in an email with the booking confirmation.**

## 7. CANCELLATIONS

Period before departure within which cancellation is received	56 days	56-42 days	42-28 days	1-28 days
Cancellation charges as % of total cost of holiday or loss of deposit (whichever is greater)	Deposit	50%	75%	100%

## 8. ALTERATIONS

Should the Hirer wish to make any alterations or subsequent changes to the booking, the Owners will use their best endeavours to accommodate any changes but reserve the right to charge an administration fee of 20 Euros per alteration and to charge the Hirer for any additional direct costs.

## 9. ALTERATIONS AND CANCELLATIONS BY THE OWNER

It is unlikely that any amendments will have to be made to the booking arrangements but should it be necessary the Hirer will be advised at the earliest possible date. If for any reason beyond the Owner's control (Force Majeure) and they are unable to provide you with the accommodation you have booked, the Owners reserve the right to cancel the booking and refund the amounts paid. No additional travel, accommodation costs or other such costs incurred will be borne by the owner in these circumstances.

## **10. AMENITIES**

The use of the accommodation and other amenities where offered such as the outside cooking facilities, and other permitted area is entirely at the user's risk and no responsibility can be accepted for injury or loss or damage to the users or their visitors at any time. We respectfully ask that you do not enter any of the animal pens, the stables or the fields when the horses are in them.

## **11. PERSONAL BELONGINGS**

Baggage and personal belongings are at the Hirer's risk at all times.

## **12. MOTOR VEHICLES**

No responsibility can be accepted for loss or damage to any vehicle or its belongings.

## **13. HIRER'S RESPONSIBILITY**

The Hirer is responsible under French law for the property and its contents during the course of the stay. The Owners will not be liable for any accident, damage, loss, expense or inconvenience whether to persons or property which the Hirer or any of his or her party may suffer arising out of or in connection with the holiday or from any other cause whatsoever. Clients are strongly recommended to take out a Personal Travel and Cancellation Insurance policy to cover this possible eventuality.

## **14. ARRIVAL/DEPARTURE TIMES**

The gite let will commence at 16.00 hours on the agreed day of arrival and terminate at 10.00 hours on the agreed day of departure. We ask that you respect these agreed times in order to allow for the thorough cleaning of your accommodation for incoming guests. Failure to do so may incur extra charges (See 5).

## **15. PARTY SIZE**

Under no circumstances may more than the maximum number of persons as stated on the booking form, occupy the property except by prior arrangement made with the Owners. The Owners reserve the right to refuse admittance if this condition is not observed.

## **16. UTILITIES**

No guarantees can be given for uninterrupted electrical or water supply. Should local water restrictions be imposed, the use of baths may be withdrawn and showers only allowed.

## **17. COMPLAINTS**

The Owners wish you to enjoy your stay at Petite Ferme Embir and have no wish for dissatisfied clients. If it is felt that a complaint should be made The Owners consider it part of the contract to be given the opportunity to correct any complaints you may have. In the unlikely event that you wish to make a complaint then we ask that you contact the Owners direct. This will provide the opportunity of settling grievances during your stay. The Owners cannot accept complaints made after the Hirer has vacated the property if they have not been given the opportunity to correct matters during the stay. Any Hirers who may abandon their stay without first informing the Owners, lose all rights to any compensation and forfeit any monies paid.

## **18. OWNERS RIGHTS**

The Owners reserve the right to access the gite to attend to any matters brought to their attention. They also reserve the right to access the garden areas for the purposes of watering, grass cutting etc. The Owners will endeavour to carry out these tasks with the minimum of disruption.

## **DECLARATION**

Please sign below and return as an attachment by email to: [contact@petitefermemebir.com](mailto:contact@petitefermemebir.com)

Signed by (Party Leader).....

Date.....