

# Rental Contract & Booking Terms and Conditions

## **La Gaillardenque Gites**

**284 Route Des Gaillardenques, 46700, Floressas, France**

**Email: [LaGaGites@outlook.com](mailto:LaGaGites@outlook.com)**

## General

These booking terms and conditions only apply to bookings made direct with the Owner and not through a third party website, such as AirBnB.

All direct booking arrangements are subject to the following booking terms and conditions.

The signature of the person on the booking form (who must be aged 18 years or older) confirms that he or she and all members of their party, accept and agree to be bound by these conditions.

To check availability and book direct please contact the Owner using the details provided below.

- Email : [lagagites@outlook.com](mailto:lagagites@outlook.com)
- Telephone : +33 6 79 78 02 40

## Rental Contract and Booking Conditions for La Gaillardenque Gites

1. La Gaillardenque Gites (the Property) situated in Floressas is offered as a holiday rental subject to confirmation by the Owner. The holiday rental contract shall be between the Client (the Party leader and all members of the accompanying party) and the Owner – Dale Warren.

2. To reserve the Property, the Client should complete and sign the rental agreement booking form and return it with the payment of the initial deposit (25% of the rent due in euros). The deposit is payable by bank transfer direct to the Owner's bank account. Payment of the deposit constitutes acceptance of these booking conditions. Full details will be provided on confirmation of the booking by the Owner.

## Security Deposit

3. A security deposit of 500 Euros is required in case of, for example, damage to the Property or its contents. 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 within 2 weeks of the end of the rental period.

4. The 75% balance of the rent and the security deposit are payable in Euros, not less than 8 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 by post or e-mail that the reservation is cancelled.

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## Cancellations

5. If the Client has to cancel the booking at any stage, they must notify the Owner in writing immediately. The following cancellation charges will apply depending on the date the Cancellation notice is received in relation to the confirmed arrival date.

Period before arrival date within which written cancellation is received	More than 8 weeks	Between 8 – 4 weeks	Between 4 – 2 weeks	Less than 2 weeks
Refund as % of total cost of holiday	100%	75%	50%	0%

## Tourism Tax

6. For all holiday bookings the Owner is obliged to collect a local Tourism Tax which is then paid to the local council. The total amount payable is based on the number of adults (any guest aged 18 and over) and the number of night's stay. Certain exemptions apply and the Client must make the Owner aware if any member of their booking is in one of the [exempt categories](#). The amount for the local Tourism Tax will be clearly shown on your booking invoice.

7. Please remember that swimming pools can be dangerous places, especially for young children. The Client is responsible for their own safety and parents/guardians are solely responsible for the supervision and safety of their children. The Owner requests that you arrange full travel, accident, health and liability insurance.

8. The Client leaves his/her car on the Owner's Property at his/her own risk, and the Owner takes no responsibility for any vehicle or the contents of any vehicle.

9. The rental period shall commence at 4pm on the agreed first day of the rental period and finish at 10am on the agreed last day of the rental period.

10. The swimming pool and all facilities are strictly for the use of the Client. No third parties will have access to the facilities. If the Client wishes to invite any person, over and above the number listed on the booking form, onto the Property, he/she must obtain permission from the Owner who reserves the right to make any appropriate charge.

11. The Owner aims to provide a peaceful and tranquil setting for your holiday. The Client agrees to be considerate to the Owner and neighbours, to take good care of the accommodation, and to leave it in a clean and tidy condition. The Owner reserves the right to terminate residencies and bookings with immediate effect and with no refund, in the event of serious anti-social behaviour. The Owner reserves the right to make retention from the

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security deposit to cover additional cleaning costs if the Client leaves the accommodation in an unacceptable condition.

12. The Client may in no circumstance re-let or sublet the Property, even free of charge.

13. The number of tenants should not exceed the agreed total.

## Insurance Cover

14. The Client's group should ensure they have arranged adequate insurance cover for themselves. The Owner does not carry personal accident liability, and this is an explicit condition of the rental agreement.

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

- For any temporary defect or stoppage in the supply of public service (electricity, water etc) to the Property, nor in respect of any equipment, plant, machinery or appliance in the Property, garden or swimming pool.
- For any loss, damage or injury that 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 is destroyed or substantially damaged before the start of the rental period. In such an event, the Owner shall, within seven days of the notification to the Client, refund to the Client all sums previously paid in respect of the rental period.

16. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

17. The rental contract is governed by French law in every particular, including formation and interpretation, and is deemed to have been made in France.

18. It is unlikely that any amendments will be made to the booking arrangements by the Owner. However, should it be necessary the Owner will advise the Client at the earliest possible date.

## Force Majeure

19. If for any reason beyond the Owner's control ([Force Majeure](#)) they are unable to provide you with the accommodation you have booked, the Owner reserves the right to cancel the booking and refund any amounts paid. Any additional travel, accommodation costs or other such cost will be borne by the Client and covered under their travel insurance.

20. Use of the accommodation and other amenities offered, such as outside cooking facilities and other permitted areas, is entirely at the user's risk. The Owner will not be responsible for injury, loss or damage to the users or visitors at any time.

21. The Owner reserves the right to access the gite to attend to any matters brought to their attention. The Owner will endeavour to carry out these tasks with the minimum of disruption.

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22. The Owner does not permit any commercial photography and filming to take place in any areas of the Property.

23. Strictly no pets allowed unless previously arranged with the Owner at the time of booking.

24. The Owner does not permit smoking inside the main farmhouse and the gîte. The Client can smoke outside provided it is away from the buildings. Ashtrays are available for the Client to dispose of cigarette butts responsibly. We appreciate your understanding and cooperation in helping us maintain a clean and comfortable environment for all.

By signing this form, I confirm that I have read the rental contract and booking conditions and accept them on behalf of everyone in my party for this booking:

Signature ..... Name .....

Date .....

Please sign, date and return this form to [lagagites@outlook.com](mailto:lagagites@outlook.com). To confirm your booking, the initial deposit (25% of the total rent due) should also be paid.