

L' Ancienne Ecole

Terms and Conditions

BOOKING CONDITIONS

In these booking conditions, 'you' and 'your' means all persons named on the booking form (including anyone who is added at a later date). 'We, 'us' and 'our' means the owners of L' Ancienne Ecole.

1. GENERAL

We, the owner, reserve the right to refuse a booking without giving any reason.

L' Ancienne Ecole is a **No Smoking residence**.

The villa is a three storey house. Therefore young children must not be allowed to wander unaccompanied on the stairs.

Please be advised that any glass (plastic cups and glasses are available for this purpose) or sharp object are not to be taken outside anywhere near the pool. This is to insure your safety and prevent any damage to the pool. A broken glass is invisible in the bottom of the pool. Therefore, it could cause serious injuries.

No pets allowed.

2. HOW TO BOOK

2.1 You must contact us before making a booking to obtain confirmation of availability, and on your request, a provisional reservation will then be made. The following must then be sent to us within 24 hours:

- a) The completed Booking form: the person who signs the booking form certifies that he/she is authorised to agree to the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted/added at a later date. The signatory must be a member of the party occupying the property and must be 18 years or over. Bookings cannot be accepted from parties of young people less than 18 years of age.
- b) The payments referred to in clause 3.1 below. Failure to meet this requirement may result in a cancellation of the provisional booking.

3. PAYMENT

3.1 A non-refundable deposit of half (50%) of the rental cost must be paid within 24 hours of making your provisional booking.

3.2 The balance must be paid not less than 2 months prior to your arrival along with the breakage deposit of 1000 euros via Payplug. This last amount will be returned unless there is a need to charge for damage and/or breakages. If you re decided to use another method of

payment for the deposit (bank transfer for example), you agree to cover any costs applied by either our bank or yours in processing the refund of your security deposit.

3.3 We are entitled to treat your booking as cancelled if you fail to pay the balance on time. (See Cancellation, clause 8)

3.5 Bookings taken within 2 months of your arrival at L'Ancienne Ecole must be paid in full within 48 hours.

4. CONTRACT

4.1 Once we have received your booking form and all appropriate payments, we will confirm your booking by email.

4.2 A binding contract between you and ourselves will come into existence on receipt of your deposit.

5. RENTAL

5.1 The prices given are in euros and the rental price is weekly.

5.2 There are minimum lengths for bookings, varying through the year.

5.3 L'Ancienne Ecole is let fully furnished and equipped with a private salt water pool – not heated. The price includes linen, bathroom and swimming towels (1 bath towel, 1 face towel and 1 pool towel per person) and for the kitchen, 2 kitchen towels and 1 dish cloth. A final clean is included in our prices but we reserve the right to make a retention from the security deposit to cover additional cleaning costs if the property is left in an unacceptable condition. This is charged at €30 per hour.

5.4 If you have benefited from a low/middle season rate, the beds will be made up for the number of people booked.

5.5 We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error at the time of booking.

6. DAMAGE/BREAKAGE DEPOSIT

6.1 A deposit of 1 000 euros is required to cover the cost of any damages or breakages to, or at the property, and any additional cleaning.

6.2 We don't deduct from your damage deposit for broken glasses, plates.. but we do need to know in order to replace them for the next guests.

Your damage deposit is taken to cover any damage to bedding, towels, furniture, equipment ,parasol etc... Whilst we strive to remove any stains or fix any damage we may on occasion not be able to do so and the item has to be replaced. Should this be necessary we strive to make you aware within 2 weeks max along with relevant costs.

6.3 It is intended that your damage deposit is returned as soon as possible. It may however take up to 8 weeks after your departure from the property to return the deposit to you. Delays can be caused whilst waiting bills.

6.4 The cost of any additional services not included in the price and/or any damage caused by you will be deducted from the security deposit and the remaining balance will be returned to

you. If the security deposit paid by you is not sufficient to cover the cost of the additional services and/or damage we reserve the right to recover any additional costs from you.

6.5 Some damages may not be immediately obvious upon your departure and we reserve the right to charge you for any damage noted after your departure.

6.6 We reserve the right to hold this deposit for longer than 8 weeks if there is a dispute over additional costs or damage.

7. ALTERATION/CANCELLATION BY OWNERS

In the unlikely event of a significant change or cancellation by us there will be a refund of all monies paid by you without compensation.

8. CANCELLATION BY YOU

8.1 Any cancellation by you (for whatever reason) must be in writing. (Including email or fax.) The effective date of cancellation of your booking is the date we receive written notification. Cancellation is subject to our cancellation policy which is as follows. (We recommend you take out adequate insurance to cover this.)

8.2 If you cancel 2 months or more prior to your arrival at L' Ancienne Ecole you will lose your deposit (50% of the rent).

8.3 If you cancel less than 2 months before your arrival at the property or the booking is cancelled due to your non-payment, we shall be entitled to the full cost of the holiday from you.

8.4 We will endeavour to obtain a replacement client. If a replacement is obtained, we will then refund all monies paid by you, less any difference between the price you paid and the price paid by the replacement client.

8.5 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Claims must be made direct to the insurance company concerned.

9. YOUR RESPONSABILITIES

9.1 You must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday, and in the same state of cleanliness and general order in which it was found. Particular attention to the Robotic Pool Cleaner that can't be unplugged, taken out or tempered with.

You will be responsible for the payment for breakages, loss or damage to the property caused by you. (We recommend that you take out adequate insurance to cover this.) We reserve the right to make deductions from the security deposit for any extra cleaning, over the number of hours committed to departure cleaning, and to claim against you for damage or loss, the cost of which exceeds the security deposit.

9.2 The parking of caravans/campervans/pitching of tents at the property is strictly forbidden.

9.3 In the unlikely event that you have any manner of complaint, you must report it to us as soon as possible and always within 24 hours if we are to be obliged to resolve the issue for you. You are obliged to allow us a reasonable amount of time to rectify the problem and to

make allowances for any local conditions that may affect this (including but not limited to local public holidays etc).

9.4 Your failure to advise us of issues you encounter within 24 hours and/or accept the goodfaith remedies offered by us will void any subsequent claim made by you.

9.5 Compensation payments will only be considered where it is proven that any reported problem had a prolonged and major impact on the enjoyment of the holiday booked.

10. NUMBER OF PEOPLE USING THE PROPERTY

Only the number of persons stated on the Booking Form may use the property unless otherwise agreed by us. **The maximum number of ten (10) people, including infants, allowed at the property may not be exceeded.** No other guests, visitors or persons other than those identified in the Booking Form are permitted on the premises at any time without prior approval. If the premises are used, in any way, by more or different persons than those identified, guests and all others may be required to immediately leave the premises or be removed from the premises. Occupant is in breach of this agreement and occupant forfeits its right to return of unused rent and any security deposit.

11. ACCESS

We shall be allowed access to inspect the property prior to your departure. We also have a right to access the property during your stay to carry out urgent maintenance. We reserve the right to access the garden and pool to carry out maintenance.

12. BEHAVIOUR

12.1 The person signing the contract is responsible for the correct and decent behaviour of the party. Should you or a member of the party not behave in such a manner, we may use our discretion to terminate the holiday of the person(s) involved. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of termination.

12.2 We will try to make your stay with us as comfortable as possible. However in the event of a calling out our maintenance department for a non-urgent matter, you may incur a cost.

13. LINEN AND TOWELS

13.1 Linen, bathroom, kitchen, and swimming pool towels are provided. We change them once a week. If you require more frequent changes or extra towels please notify us in advance. There will be an additional charge.

14. SWIMMING POOL AND PONDS

14.1 Please note that swimming pool and ponds carry their own inherent risks. Upon arrival at the property you and all members of your party must take time to familiarise with the location of the ponds and the layout and depth of the swimming pool. Young children must not be

allowed to wander unaccompanied in the grounds of the property as there is a swimming pool and ponds.

14.2 You are fully responsible for ensuring the 2 pool gates are safely closed and locked at all times.

15. SOCIAL EVENTS

L'Ancienne Ecole is not an event venue (no wedding parties, event link to wedding, no stag or hen nights, no DJ or band allowed).

16. SECURITY AND VALUABLES

Any valuables left at the property are left at your risk. We are not responsible for any loss. It is essential and it's your responsibility to ensure the front and back gates are locked when staying in and all doors, shutters and windows are closed and locked when leaving the property. We reserve the right to make deductions from the security deposit for any losses due to your negligence in case of burglary and extra charges may incur. No refund can be given should you decide to vacate the property as a consequence of a burglary.

17. ARRIVAL AND DEPARTURE

17.1 Arrival is from 17.00 local time.

17.2 You must vacate the property no later than 10.00 am on the day of departure. If these times cause you difficulty, please advise us at the time of booking. We are not able to guarantee any changes can be made.

18. TRANSPORT SUPPLIERS

You are responsible for arranging your transport to and from the property.

19. OUR LIABILITY

19.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of the property and beyond our control.

19.2 We 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, garden or swimming pool.

19.3 We shall not be responsible for any loss, breach or delay due to any cause beyond our reasonable control, including, though not limited to, act of God, explosion, tempest, fire, or accident, war or threat of war, civil disturbance, act, restriction, regulation, bye-law, or measure of any kind on the part of the government or local authorities, strike, lock-out, or other industrial action or dispute adverse weather conditions or delay caused by carrier company. In any case we shall be entitled to treat the contract as discharged.

19.4 In the event of discharge our liability shall be limited to the return of sums paid to us in respect to the unused portion of the holiday calculated on a pro rata basis.

19.5 the Wifi is provided free of charge & does not form part of the booking contract, & that if for some reason it fails we will do all possible to get it reconnected but there will be no

liability on our part for loss of service. We make absolutely no guarantees on internet availability (beyond our control) and the speed is whatever it is in the locality. And any illegal internet use or illegal downloads will be reported to the appropriate authorities.

20 INSURANCE

20.1 It is a condition of your contract with us that all members of the party have comprehensive travel insurance. Proof may be required.

20.2 We cannot be held responsible for any problems arising out of the organisation of insurance.

21. LAW

This contract and all matters arising out of it are governed by European law. We both agree that any dispute, claim or other matter which arises out of or in connection with your booking will be dealt with by the Courts Perigueux should an agreement not be reached.

22. PASSPORTS, VISAS, DOCUMENTATION, HEALTH REQUIREMENTS

You are responsible for all members of your party's travel and health documentation (passports, driving licences, vehicle registration documents, motor insurance, etc.) We cannot accept liability if any of your members are refused entry onto any transport or to France due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or member of the EU, you must check passport and visa requirements with the embassy or consulate of France or any country you intend to travel through.