

# Les Tamaris - Booking Terms & Conditions - 2010

1. Martin & Cathy Holmes, ("The Owners"), offer the property, " Les Tamaris N°1" or "Les Tamaris N°2" ("The Property"), as described in the property details published on the web site [www.gites-tamaris-vendee.com](http://www.gites-tamaris-vendee.com), for holiday rental, subject to written confirmation, to the renter ("The Client").
2. The description of the Property is given in all good faith. However, it is the responsibility of the Client to establish the suitability of the Property for his/her party's needs and request any further information that he/she deems necessary.
3. To reserve the Property, the Client shall pay the initial non-refundable deposit (25% of the total rental due) by credit/debit card over the telephone. To confirm the booking he/she shall complete and sign two copies of the Booking Form (letting contract) and send them by post to arrive within **21 days** of making the reservation. Following receipt of the Booking Form and clearing of the 25% deposit, we will counter-sign and return a copy of the Booking Form as confirmation. **This is the formal acceptance of the booking.**
4. The balance of the rental is payable not less than **eight weeks** before the start of the rental period. If payment is not received by the due date, The Owners reserve the right to consider tacit cancellation of the booking and take steps to re-let the period. In this event, clause 7 will apply. Reservations made within eight weeks of the start of the rental period require full payment at the time of reservation.
5. Any chargeable expenses arising during the rental period (eg: linen hire, heating supplement, cleaning supplement) should be settled locally with the Owners before departure.
6. A Security Deposit is required for each rental period to cover possible damage to the Property or its contents or in the event of the Property not being thoroughly cleaned prior to departure, or in the event of chargeable expenses not being paid. However, the sum reserved by this clause shall not limit the Client's liability to the Owners. The Owners will account to the Client for the Security Deposit and refund the totality or the balance due within 15 days of the end of the rental period. The amount of the Security Deposit applicable to the Property and the mode of payment and recovery is stated in the property details and on the Booking Form. **The Owners reserve the right to refuse entry to The Property in the absence of the required Security Deposit.**
7. In the event of a cancellation by the Client or a cancellation relating to clause 4, the Client remains liable for the full rental amount. The lifting of this liability or the refund of balance amounts paid will be accorded only if the Owners are able to re-let the period and any losses or expenses incurred in doing so will be deducted from the amount due. The Client is strongly recommended to ensure that his/her comprehensive travel insurance policy includes cancellation cover.
8. **The Client agrees to take out a comprehensive travel insurance policy giving full personal liability cover for all members of the party, since, under French law, this is not covered by the property Owner's insurance. The Client agrees to provide documentary proof of this cover, at least 4 weeks before the start of the rental period. The Owners reserve the right to refuse entry to the Property in the absence of this documentary proof.**
9. The rental period shall commence at 5.00 p.m. on the first day of the rental period and finish at 10.00 am on the last day. The Owners 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. Late arrival times must be agreed with the Owners in advance.
10. The maximum number to reside in or at the Property, or to use the associated facilities, must not exceed the stated capacity unless the Owners have given written permission. (This precludes adding further mattresses, camp beds, tents, caravans or camping cars.) Any modification to the number of residents indicated on the Booking Form must be notified before the start of the rental period. **The Owners must be notified of any external non-resident visitors before their arrival and they may be accepted solely at the Owners' discretion and according to any terms that they may wish to impose.**
11. The Client agrees to be a considerate tenant, to take good care of the Property and the associated facilities and to ensure that no one in the party acts in any way which could cause disturbance to neighbouring properties or cause risk of damage or injury and to adhere to any internal rules and regulations present at the Property. **The Client agrees to leave the Property in a clean and tidy condition at the end of the rental period. The Owners reserve the right to make a retention from the Security Deposit to cover the additional cleaning costs if the Client leaves the Property in an unacceptable condition. The Owners are the sole judge in this matter. The option of a full cleaning service at the end of the rental period does not dispense the Client from leaving the property in a reasonable fit state.**
12. The Client agrees to ensure the safety of his/her party at all times, and in particular the safety of small children and non-swimmers around the swimming pool area and to accept the inherent risks. The Client must determine the suitability of the swimming pool facilities and safety installation (enclosure and gate) for his/her party prior to booking and accepts that the safety installation does not replace the need for proper vigilance at all times.
13. The Client shall report to the Owners, without delay, any defects or shortcomings in the Property, or breakdown of equipment or appliances, in the Property or the associated facilities in order that remedial action can be undertaken as soon as possible. No reclamation will be accepted concerning defects or shortcomings not reported at their time of discovery.
14. The Owners 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, swimming pool or associated facilities.

for any loss, damage or injury that is the result of adverse weather conditions, riots, wars, strikes or other matters beyond the control of the Owners.

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 Owners shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.

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

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