

La Belle Etoile - Rental Contract

1. The property known as La Belle Etoile- is offered as a holiday rental by Ritva Speed (later referred to as the Owner) to the renter (the Client). The Client will be deemed to be the person whose name appears on the booking form.

2. To reserve the property from to at a total cost of £ , the Client should sign the Rental Contract and return it together with payment of the initial non-refundable deposit £ (20% of the total rent due or 100% if within sixty days of the start of the holiday). Following receipt of the signed Rental Contract and deposit, confirmation of the booking will be sent by email. This is the formal acceptance of the booking.

3. If the Client is forced to cancel their booking within sixty days of the start of the holiday date, the balance of the total rental is payable immediately. If the Client cancels more than sixty days before the departure date, any deposit paid will be forfeited.

4. The balance of the rent is payable not less than sixty days before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the booking is cancelled.

5. A security deposit of either £150 or 150 euros, will be required and will be refunded in whole or in part on the day of departure after the property has been checked. The deposit can be paid in cash or with a cheque on the day of arrival. All breakages, losses or damage will be deducted from the security deposit. Should the security deposit be insufficient to meet such costs or liability, any additional amounts are payable by the Client.

6. Use of the heating in the house will incur an additional 77 euro per week charge

7. Subject to clauses 2 and 3 above, in the event of a cancellation, refund of amounts paid will be made if the Owner is able to re-let the Property, and any expenses or losses incurred in doing so will be deducted from the refundable amount. 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.

8. The rental period shall commence at 5pm on the first day and finish at 10am on the last day as defined in the booking form. The Owner shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated, unless by prior agreement between both parties.

9. The maximum number to reside in the property must not exceed what has been stated on the booking form, unless the Owner has given written permission. Only those people named on the booking form are permitted to stay at the property. Any variations to the booking form (additional guests or overnight visitors) must be agreed in writing by the Owner and payment made (if necessary) prior to their arrival.

10. The Client agrees to be a considerate tenant and to take good care of the property and at the end of the rental period to leave it in the clean and tidy condition in which it was found. The Owner reserves the right to make a retention from the security deposit to cover additional cleaning costs if the Client leaves the property in an unacceptable condition. The Client also agrees not to act in any way, which would cause disturbances to those, resident in neighbouring properties. The property is as represented on the website and in a good rental state.

11. The Owner or her representative reserve the right to enter onto the property at reasonable times to carry out normal maintenance, which may include gardening, cleaning work, swimming pool maintenance etc. Under no circumstances may tenants touch or interfere with any pool equipment or materials or other similar equipment. The Owner or her representative reserve the right to take any relevant action, including immediate termination of the tenancy, if any property including the swimming pool and its grounds are abused or misused. Damage to the lining of swimming pools because of the fault or abuse, either wilfully or negligently or otherwise, of the tenants will be fully charged to tenants up to the cost of replacing, such liner and any consequences thereof.

12. All relevant clauses and recommendations made in respect of the rented property form part of this contract and where there is conflicting wording the more onerous condition required of the Client will apply.

13. Whilst the Owner will have made every possible effort to ensure that the details contained on the website and on any further marketing material, are accurate, houses may be altered, facilities changed, or properties withdrawn from letting altogether. Should the Owner have to cancel your holiday in such circumstance or for any reason whatsoever, they will refund all monies paid.

14. The Client and party acquire no rights whatsoever over the property excepting occupation as a holiday let for the period booked. The Client does not have the right to sub-let the Property.

15. The Client shall report to the Owner or her representative without delay any defects in the property or breakdown in the equipment, plant, machinery or appliances in the property, garden or swimming pool, and arrangements for repair and/or replacement will be made by the Owner as soon as possible. Swimming pool is normally available for use from mid-May to end of September unless stated otherwise; if the swimming pool is required outside these dates the Client must check with the Owner to see whether it is possible to provide pool facilities.

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

16.1 For any defect or stoppage in the supply of public service (electricity, water etc) to the property, or in respect of any equipment, plant, machinery or appliance in the Property, garden, or swimming pool.

16.2 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.

16.3 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 such 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.

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

18. No responsibility can be accepted for injury to a user or visitor and loss or damage to the user's or visitor's belongings.

19. No responsibility can be accepted for any loss or damage to any motor vehicle or its contents.

20. The parking of caravans (motorised or otherwise) or camping is not permitted on the property grounds without written permission of the Owner.

21. The bringing of pets on to the property is forbidden except with the written permission of the Owner. Where permitted, pets are not allowed in the swimming pool, on soft furnishings or beds and the grounds must be left clean upon departure. A deduction may be taken from the security deposit if this is found not to be the case.

22. Please note that the Owners take no responsibility for any injuries whatsoever and however caused about the use of the swimming pool. The pool is concrete with a liner and measures 10m by 4m and 1.2m deep. The water is treated using a salt electrolyser. The fencing and gate conform to NF P90-308 and there is an alarm. The pool is a private facility

We give permission for the pool to be used under the following conditions: -

The pool is not for your exclusive use

Please respect other swimmers

No drinks or food to be consumed around the pool

Long hair should be tied back or covered with a swimming cap

Running around the pool is not allowed

All children under the age of 5 must wear arm bands/floatation aid when in and around the pool

All children must be supervised by an adult

No diving allowed

There are set pool hours-see Appendix A

As the head of your party, the Client is deemed to be wholly and exclusively responsible for any member of your party whilst at the property and specifically when the pool is being used. You are expected to have read the rules for the pool and any notices appertaining to its use and to have made these clear to each member of your party, particularly those with small children.

23. Please note that the Owners take no responsibility for any injuries whatsoever caused by any equipment (bicycles, toys etc) which are made available at the property to the Client. It is the Client's responsibility to ensure that the equipment etc is safe and serviceable before use and to prevent them from being used if this is not the case.

24. The Contract is to be read as a whole single document

Signed..... Date.....

Appendix A

Pool Hours/Heures Creneaux Piscine			
		La Maison	La Grange
Saturday	Samedi		
Afternoon	Après-midi	17.00-19.00	17.00-19.00
Sunday	Dimanche		
Morning	Matin	9.00-10.30	10.30-12.00
Afternoon	Après-midi	13.00-15.00	15.00-17.00
Monday	Lundi		
Morning	Matin	10.30-12.00	9.00-10.30
Afternoon	Après-midi	16.00-18.00	14.00-16.00
Tuesday	Mardi		
Morning	Matin	9.00-10.30	10.30-12.00
Afternoon	Après-midi	14.00-16.00	16.00-18.00
Wednesday	Mercredi		
Morning	Matin	10.30-12.00	9.00-10.30
Afternoon	Après-midi	15.00-17.00	13.00-15.00
Thursday	Jeudi		
Morning	Matin	9.00-10.30	10.30-12.00
Afternoon	Après-midi	14.00-16.00	16.00-18.00
Friday	Vendredi		
Morning	Matin	10.30-12.00	9.00-10.30
Afternoon	Après-midi	16.00-18.00	14.00-16.00