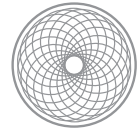




# Joli Fleuron

Luxury Holiday Rental - Terms and Conditions

1st January 2017



## Contract

The contract is for a short-term holiday rental of the property known as Joli Fleuron made between the client and the owners of Joli Fleuron ("the owners"), John and Debbie Penfold, binding from such time that booking is made and inclusive of all the following conditions.

- By making a booking the client contracts on behalf of himself/herself and all those in his/her party and represents that he/she has the authority to accept these conditions on behalf of and binding upon all guests in his/her party.
- Bookings are accepted on the understanding that the property is taken for holiday purposes only and that the number of people staying at Joli Fleuron is limited to that entered on the booking form.

## Payment

- A deposit of 25% of the cost is payable on booking if the booking is made more than eight weeks before the start of the rental. Bookings are provisional until a deposit is received and are held for 48 hours. The balance shall be payable eight weeks before the commencement of the rental. Non-payment of the balance of the rent on or after the due date may be construed as a cancellation of the contract by the client.

## Cancellation

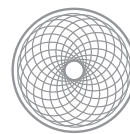
- Any cancellation made by the client for whatever reason shall be in writing and addressed to the address on the website. On receipt of the notice of cancellation the owners will seek to re-let the property for the period of booking. If a re-letting is achieved, the owners will refund money already paid by the client less rent for any part of the period which was not able to be re-let and less an administrative charge of £30.
- The client is strongly advised to take out holiday cancellation insurance.

## Period of Hire

- Rentals of Joli Fleuron commence at 4.00 pm on the day of arrival and terminate at 10.00am on the day of departure.
- An approximate arrival time should be arranged in advance. The client should arrange an estimated time with Debbie or John Penfold and inform them of any changes to that time to ensure somebody is available to show the client into the property.

## Right of Entry

- Whilst respecting the reasonable privacy of the client, the owners of Joli Fleuron reserve the right to access all properties at all times, if necessary, for repairs and emergencies.



#### Care of the Property

- The client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the rental period.

#### Breakages or Damage

- The client is required to inform the owner of any damage or breakage in or around the property promptly so that it can be repaired and replaced for the next client.
- The client is bound to reimburse the owners for replacement, repair or extra cleaning costs where reasonably demanded by the owners for damage caused by the client.
- A security bond of £1000 will be held by the owners and any agreed damage or breakage costs will be deducted before repayment of the security bond within seven days of the client's departure.

#### Property Information

- Clients are required to familiarise themselves with the information sheets provided in the property.

#### Smoking

- Smoking is not permitted anywhere inside the holiday accommodation.

#### Pets

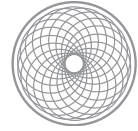
- No pets are permitted at Joli Fleuron.

#### Telephone and Internet Use

- The use of the telephone at Joli Fleuron is strictly limited to short local calls i.e.the booking of restaurants or emergency calls only. There is wifi in the property for the client's use.

#### Equipment and Facilities Provided

- Equipment and facilities are provided at the discretion of the owners and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders non-essential equipment unusable, the owners do not take responsibility for replacing or refunding the client for



the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not exclusive to) such items as televisions and VCRs/DVDs.

- The client must report any inoperative or defective equipment to the owners promptly. The owners will make every reasonable effort to have repairs made as soon as possible however, there are limited service contractors in Baleysagues. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent; rebate; or refund will be issued for a mechanical failure of the dishwasher, washing machine, dryer, TV or other appliances.

#### Refunds

- If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, the swimming pool and major appliances such as stove or refrigerator, every effort will be made to repair or replace, or an appropriate refund will be made for the inconvenience caused. This does not apply to system breakdown caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities.
- The owners are not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather or other circumstances beyond their control. Similarly, there will be no refunds for inclement weather, changes in water levels, conditions at neighboring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

#### Liability

- The owners of Joli Fleuron are not liable for any loss or damage to any client's property or any property belonging to a member of the client's party howsoever caused.
- The client or members of his/her party cannot hold the owners of Joli Fleuron liable for any personal injury/death howsoever sustained where the owners and/or their employees have used reasonable skill and care; and/or where caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children); and/or where caused by the fault of a third party, and/or where caused by an event that could not have been reasonably foreseen or avoided.