



# HOME FROM HOME AQUITAINE BOOKING CONDITIONS FOR MAISON DU BALLANDREAU

1. The property known as MAISON DU BALLANDREAU, ("the property") is offered for holiday rental subject to confirmation by Home from Home Aquitaine ("the Agent") on behalf of "the Owner" to the renter ("the Client").
2. To reserve the Property, the Client should complete and sign the booking form and return it together with payment of the initial refundable deposit (50% of the total rent due). The initial deposit will be refunded in full if the Client cancels the booking before ten weeks before their arrival date. If the Client does not cancel before 10 weeks then the booking becomes non refundable and the second payment will be due. Following receipt of the booking form and deposit, the Agent will send a formal acceptance and confirmation of the booking. The balance of the rent together with the security deposit (see clause 3) is payable not less than eight weeks before the start of the rental period. If payment is not received by the due date the Agent / Owner reserves the right to give notice in writing that the reservation is cancelled. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking. The Owner reserves the right to cancel your booking and a refund of any monies transferred will be made to the Client.
3. Any Chargeable expenses arising during the rental period (e.g. telephone calls should be settled locally with the Owner's representative before departure. A security deposit of £500.00 is required in case of, for example, damage to the property or it's contents. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Agent will not bank the security deposit and will return or destroy the cheque if the cheque is not needed for any damages due to be finalised within two weeks after the end of the rental period. In the event a claim is made (by the owner) against the security deposit, the agent will forward details of the claim to the Client. The security deposit will then be transferred to the owner with whom the Client will thereafter deal directly.
4. Subject to clause 2 above, in the event of a non-insurable cancellation, refunds of amounts paid will be made if the owner is able to re-let the property and any expenses or losses incurred in so doing will be deducted from the refundable amount. If you are forced to cancel your reservation the deposit is non-refundable unless in the event of re-booking. In which case, a full refund will be made with the exception of an administration fee of €75/£50. 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.
5. The rental period shall commence at 4.00pm on the first day and finish at 10.00am on the last day. The Owner 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. The maximum number to reside in the Property must not exceed the allocated number unless the Agent/Owner has given written permission.
6. The Client agrees to be a considerate tenant and to take good care of the property and to leave it in a clean and tidy condition at the end of the rental period. It is recommended that the Client should not move furniture around in the property during their stay. In the case that furniture has been moved the Client should ensure that it is returned to it's original place without causing damage to the furniture or the property. Although a final clean is included in our main season prices, the owner reserves the right to make a retention from the security deposit or charge an expense to cover additional cleaning costs if the Client leaves the Property in an unacceptable condition. The owner has given an allowance of 12 hours for cleaning services for a changeover. If the cleaning hours exceed the 12 hours the difference and additional hours will be charged to the Client. The Client also agrees not to act in any way, which would cause disturbance to those, resident in neighbouring properties. It is prohibited for the Client to host an event at the property of more than 20 people. The parking of caravans (motorised or otherwise) or camping is not permitted on the Property grounds without written permission of the agents.
7. The client shall report to the Owner's agent without delay any defects in the Property or break down in the equipment, plant, machinery or appliances in the property garden or swimming pool and arrangements for repair and/or replacement will be made as soon as possible. The Owner reserves the right to do general maintenance to the garden and the pools during the tenancy if necessary.
8. The pool is provided for the use of the Client during their tenancy and there is either a security alarm provided or the pool is gated. Please be aware that the pool alarm or gates are a legal security measure children should not be left unattended. The use of the pool is at the Client's own risk. Please do not touch any equipment regarding the pool and in particular in the pool house. No glass or sharp objects are to be taken into or around the pool.
9. The houses are non-smoking houses but in some cases there are ashtrays provided for smoking outdoors. No pets allowed unless otherwise stated. Where pets are allowed the pets are not to climb on furniture and must be well trained. Any accidents of excrement in the property or gardens must be removed by the Client.
10. The owner 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.
  - for any loss damage or inquiry, which is the result of adverse weather conditions, riot, air, 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" shall be destroyed or substantially damaged before the start of the rental period and in any such event, the owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
11. Under no circumstances shall the Owner's / Agent's liability to the Client exceed the amount paid to the Owner for the rental period. No responsibility can be accepted for injury to a user or visitor and loss or damage to the user's or visitor's belongings. This Contract is entirely regulated by European law and will be considered to have been made in France. Any proceedings arising out of or in connection with this Contract may be brought in any European courts of competent jurisdiction.