

**Booking Terms and Conditions**  
4 Rue du Theron, 34310 Cruzy, Herault, France  
Owners: Mr and Mrs A P G Smith

The following Conditions together with information provided on websites advertising the property for rental form the basis of your agreement for your rental of the above property.

Nothing in these conditions affects your normal statutory rights under Law. In these conditions 'you' and 'your' means the first person or persons on the booking (and any other person substituted at a later date) the party 'leader' and all other members of the holiday party. References to 'your holiday' means the property rental and services.

The house is a no smoking area, however, ashtrays are provided for outside use only.

**Pets:** Not allowed.

**Your Booking**

To book the property you must be over 18 years of age, and book it on the relevant websites. When you receive confirmation that your booking deposit has been received, you have now entered into a contract with Mr and Mrs A Smith. The owner and their representative have the right to refuse any booking prior to receipt of the deposit, any monies received if deemed necessary will be refunded. You must check the confirmation details and if there is anything incorrect; you must inform the Owner or representative immediately by email. Special requests must be made at the time of booking. Failure to meet special requests will not be a breach of contract. Conditional bookings will not be accepted unless specifically agreed by email with the owner.

**Payment**

If booking is made 8 weeks or less before start date, full amount is due at time of booking; otherwise a deposit of 25% is due upon booking and balance 8 weeks prior to rental start date, or booking will be deemed as cancelled. All payments to be made in sterling. The owner will, on receipt of monies, email confirmation and details of your booking and date of balance due.

**Cancellation by the Owner**

The Owner does not expect to make a cancellation or changes to your booking. Should a problem occur, that requires website description altered, or it becomes necessary to make a cancellation, the Owner reserves the right to do so. Should this happen the Owner or their Representative will contact the party leader by email or by telephone if possible. All monies paid by you will be refunded or transferred to another rental period if acceptable to you. No further compensation or liability for any consequential loss or damages will be made by the Representative or the Owner.

**Cancellation by You**

If your booking is changed or cancelled more than 8 weeks prior to start date of your booking, the 25% deposit will be forfeited ( unless other arrangements have been agreed with the Owner). Any cancellation made to your booking between 56 days and 42 days prior to the start of your rental period, 60% of the total amount will be forfeited. Cancellations made 41 days to 29 days prior to start date of your rental period, 85% of the full amount will be forfeited. Cancellations to your booking made 29 days prior to start date of your rental period will not be refunded, unless the property can be relet for the same amount or higher. In such a case, an administration charge of £100 will be retained. We advise you to take suitable holiday insurance which will compensate you in any circumstances.

**Noise/Nuisance**

Cruzy is a working village, and while we cannot guarantee that your neighbours will be quiet during the day, we would request that you respect your neighbours need for peace and quiet after 10 pm.

**Arrival and Departure**

On the day of arrival, entry to the property is from 4pm. On the day of departure, please ensure that the property is vacated by 10am. Times of arrival and departure may be changed on request at the Owners discretion. Should you fail to arrive by noon of the day after your arrival date, and not notified the Representative; the booking will be treated as a cancellation.

**Breakages and Damage to property**

During your rental period you are responsible for any breakages, damage to the property and contents, caused by yourself or any member of your party. You will be liable to pay for repair including all costs or replacement. Please inform the Owner/Representative as soon as possible. A breakage deposit of £500 is required (refundable one week after your departure if no charges are incurred) before your arrival when making final payment.

**Occupation**

You must not, unless it has previously been agreed with the Owner/Representative, allow more people than the website specifies (8 persons) to occupy the property or change the composition of your party during your stay. The property is not to be used for a commercial purpose or sublet or assign to anyone not accepted by the Owners. If you do any of these things in the opinion of the owners representative or misuse the property, the Representative can repossess or refuse admission to the property. In this situation it will be deemed as a cancellation by you, no refund of any monies will be made and the Representative will have no liability to you whatsoever ( this includes providing alternative accommodation and/or cost associated with this).

**Health & Safety and Swimming pool**

The property has smoke detectors. The Representative should be informed immediately should there be a fault in any equipment on the premises. The Owner/Representative do not accept any liability for any injury or harm caused by negligence of any member of the party. The party leader and guests are responsible for the health and safety by taking due diligence and practising such measures as necessary for own wellbeing and safety. You are expected and advised to take out full and adequate personal health/accident/holiday insurance before your stay. As glass is not to be used by the pool; There are plastic plates, bowls, cups and a selection of cups/tumblers and wineglasses for use by the pool. The swimming pool is equipped with an alarm. There is a safety fence to protect the pool and garden area which can be erected on request as well. The party leader is responsible for the security and safety of all members of the party and undertakes to ensure responsible behaviour in and around the pool at all times.

**Cleaning and Maintenance**

You are responsible for all cleaning and maintenance of the property during your stay, leaving the property clean and tidy and in a reasonable condition on departure. During your stay you must let the Owner/Representative/Workman have access to the property during reasonable times ( except in case of an emergency when immediate access is required. The Owner/Representative may gain entry if you cannot be contacted in time).

**Law**

This contract is subject to English law and it is agreed that any dispute, which may arise between the parties will be dealt with by the courts of England and Wales.