

DOMAINE MONTCLAR

Terms and Conditions

These terms and conditions detail the agreement of temporary property rental between "The Client" and SCI Montclar, the "Owner".

1. Booking/Rental

- The rental property is available from the agreed time of arrival until 10h00 on the day of departure. Rental of the property includes water, electricity, towels (except for pool/beach) and bedding (sheets, pillowcases and light duvets).
- The persons residing in the rental property, during the rental period, must not exceed 6 persons except as otherwise agreed. i.e. Terms. Under no circumstances shall the number of persons staying at the property be exceeded and should this occur the Owner reserves the right to refuse admission on arrival or require a surcharge of £250 per week per additional person per week in excess of the agreed number as stated on the booking form.
- The Client and party acquire no rights whatsoever over the property excepting occupation for the duration of the booking period. The Client shall not sublet the property.
- The Client should report breakages and/or defects in the property and its contents to either the owners or the keyholder without delay. Please check Inventory.
- The bringing of pets to the property is forbidden except with the written permission of the Owner.
- Smoking inside the property is forbidden.

2. Payment

- All payments should be made in Sterling unless otherwise agreed.
- A 30% deposit of the total fee is payable at the time of booking.
- Final balance is due 8 weeks prior to arrival.
- Total rent is payable in full on booking within 8 weeks of arrival.

3. Security Bond

- A security bond of £250 will be paid with the final balance or when total booking fee is due.
- The Client shall leave the property and the BBQ in the same state of cleanliness at which it was found.
- Any breakage, damage or loss caused to the property or its contents during the rental period shall result in the forfeit of some or the entire security bond and/or claim against the Client .
- Although final cleaning is included in the rental price, the Owner reserves the right to recover from the security bond and/or Client any additional cleaning costs to restore the property to its original clean condition.
- The security bond (or part thereof) will be returned to the Client within 14 days after the date of departure.

4. Cancellations

- Cancellation Policy: (Only written cancellations can be accepted)
- Cancellation more than 8 weeks prior to arrival - 0% deposit refunded.
- Cancellation within 8 weeks of arrival – 0% of full payment refunded.
- It is recommended that Client effect own holiday insurance to insure losses incurred due to missed flights
- The Owner reserves the right to modify or withdraw any booking due to unforeseen circumstances and cannot be held liable for any loss, expense, inconvenience or claim arising therefrom.
- Should the property become unavailable due to unforeseen circumstances, a full refund of monies paid will be made.

5. Insurance

- The Client is strongly advised to arrange comprehensive travel insurance, including cancellation cover, as well as full cover for the party's personal belongings, public liability , breakdown and car, medical emergency and any other circumstance as these are not the responsibility of the Owner. The property must be kept locked and secured at night and at all times when unattended.

6. General

The Owner shall not be held responsible for:

- i) Any defect or stoppage in the supply of public services or in respect of any equipment, machinery or appliances in the property.
 - ii) Any loss, damage, inconvenience or injury, which is a result of adverse weather, strikes or any other cause beyond the control of the Owner.
 - iii) Any loss, damage, inconvenience or injury caused to or suffered by the client, caused by unforeseen substantial damage or destruction of the property either before the start or during the rental period.
- If the Client fails to inform the Owner of any problems or dissatisfaction prior to departure from the property, it is deemed that the Client is satisfied.
 - The Owner accepts no liability or responsibility whatsoever for the premises, pool and gardens. Children **must** be supervised at all times and are the sole responsibility of the client.
 - The Client is expected to act in a manner that would not cause unacceptable disturbance or inconvenience to neighbouring properties.
 - The use of the pool which is unsupervised is entirely at Client's own risk. Parents agree to ensure children are supervised at all times. The Owner cannot be held responsible for any accidents on the property resulting from use of the pool or other facilities. The Client will observe the Regulations for the pool use at all times.

8/05/06