

Mas de Carla

Balbiac, 07260 Rosières, France

Rental Agreement

Dear Sir/Madam,

We will be pleased to welcome you to our country gîte, the general booking conditions of which you will find in the annex to this agreement.

Between on one hand, the **Owner**,

SCI ANDREA – Hélène et Patrick FOURNET

Le Cléaud – 80, route d'Alès

07200 Lachapelle sous Aubenas

Tel : 0033 (0)4 75 93 18 22

Mob : 0033 (0)6 86 35 09 73

Fax : 0033(0)4 75 93 18 23

mas-carla@gites-d-occitanie.fr

and on the other hand, the **Hirer**,

Mr/Mrs/Ms:

Address:

Town/City:

Post Code:

Country:

Tel:

Mobile:

Email:

Composition of the Hirer's party (for *taxe de séjour* (tourist tax) purposes) - Total number of persons:

Surname and forename	Age	Surname and forename	Age
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

The rental is hereby agreed of the Gîte "Mas de Carla", accommodating up to 10 people (see general booking conditions), situated at Rosières, in the hamlet of Balbiac.

Length of stay from:

with effect from 5pm to:

at 10am.

Rental charge: €

This Agreement will take effect from the receipt by the Owner of:

- **Two copies of this Agreement signed and dated (one of the copies will be returned to the Hirer.)**
- **A deposit of € (30% of the total hire charge) payable by bank transfer payable to SCI Andrea (see account details attached) before the**
- **Proof of holiday insurance valid for the period of your stay.**

The balance of € will be paid one calendar month before the date of your arrival, namely

On the hirer's arrival, a bond of €1,500 is required by the Owner, to cover any eventual damage or loss which can be attributed to the Hirer or to any member of the Hirer's party. As a general rule, it will be repaid within 10 days after the Hirer's departure, deduction being made to cover the cost of consequent repair and replacement. In case of damage requiring professional repair, the bond will be repaid on completion of the said work, reduced by the cost of such repairs. End of stay cleaning is charged at €110 and the oil central heating is subject to a weekly charge of €150.

Specific conditions:

I, the undersigned, Mr/Mrs/Ms

declare my acceptance of the terms and conditions of

this agreement after having read the attached general booking conditions annexed to this agreement.

At (*town/village at time of signature*):

Date:

Hirer's signature:

Owner's signature:

General Booking conditions

Item 1 – Use of Holiday Premises

The Hirer is legally held personally responsible for the reasonable use of the rented property in conformity with its intended purpose. This condition aims to protect the neighbourhood from possible disturbances for which the Owner could not take responsibility. Events of an exceptional nature, including wedding, birthday or other celebrations held on the property of the Owner can only take place with the prior written authorisation of the said Owner. Caravans, camping cars, tents or other shelters are not permitted in the grounds of the property. The introduction of additional beds and other sleeping facilities is strictly forbidden, except for baby cots, on the sole condition that the presence of the said babies is noted on the Rental Agreement. Under no circumstances during the rental period can the Hirer rearrange the furniture for whatever reason. Failure to abide by these rules would put the Hirer in breach of the agreement.

Item 2 – Accommodation numbers

The rented accommodation is restricted to a maximum of 10 persons. Authorised numbers exceeding this limit will be charged pro-rata regardless of the length of stay of such extra persons. Infants more than 12 months old are considered as entirely separate persons to be included in the contracted hire party. If on arrival the number of persons exceeds the number specified in the Agreement, the Owner can refuse the extra persons. Guests are accepted subject to prior agreement between the Hirer and the Owner, but they will not be able to stay on a continuing basis or to sleep overnight in the hired property. In any of these events the number of persons must not exceed the number of persons in the Agreement by more than 30%. Any change or breach of the Agreement in this context will be deemed to be at the initiative of the Hirer. No reduction in the number of the Hirer's party in relation to that indicated in the present Agreement can lead to a reduction in the initially specified rental price save by agreement to the contrary between the Owner and the Hirer.

Item 3 – Arrival

The Hirer must arrive on the specified day and at the time mentioned in the Agreement. In the event of late or postponed arrival, the Hirer must warn the Owner.

Item 4 – Length of stay

The Hirer, signatory to the said Agreement made for a specified period, will not be able in any circumstance to avail himself of any residual right whatsoever in the property after the end of the stay. If the contracted stay is cut short, it will not result in any refund: the Owner has the right to the full rental price.

Item 5 – Booking: conditions of payment

The booking becomes binding from the time of receipt by the Owner of two copies of the said agreement, signed and accompanied by a deposit of 30% of the total rental charge by bank transfer (see account details attached) before the due date specified in the Agreement.

A copy will be returned to the Hirer signed by the Owner.

The balance of the rental charge is paid to the Owner **one calendar month before the start date of the rental period.**

Item 6 – Cancellation by the Hirer

Any cancellation must be notified to the Owner by registered letter.

a) Cancellation before arrival at the property

The deposit is retained by the Owner who will also be entitled to keep the balance if the cancellation is requested within 30 days before the start date of the rental.

b) If the Hirer does not arrive within 24 hours after the arrival date indicated in the Agreement, the said Agreement becomes null and void and the Owner can re-let the gîte. Equally the deposit and the balance are retained by the Owner.

Item 7 – Cancellation by the Owner

The Owner will pay the Hirer double the sums paid at the time of such cancellation.

Item 8 – Fixtures, equipment and general condition.

An inventory/state of condition is jointly established and signed by the Hirer and the Owner or his representative on arrival at the gîte. A state of condition is also carried out on the Hirer's departure. This document constitutes the sole reference in the event of litigation relating to the gîte's fixtures, fittings and general condition.

All equipment and installations are in working order and any complaint made to the contrary must be made within 24 hours of arrival. Any repairs made necessary as a result of negligence or ill-use during the rental period will be at the charge of the Hirer.

The state of cleanliness of the gîte on the Hirer's arrival must be noted in the inventory/state of condition. Cleaning of the gîte is the responsibility of the Hirer during the rental period. Cleaning and maintenance of the swimming pool as well as the maintenance of water quality are the exclusive responsibility of the Owner. The Hirer cannot in any circumstance operate the pool technical equipment, the automatic watering system or any other accessory without the Owner's written authorisation.

Item 9 – Charges

All water, electricity and gas consumption subject to normal usage is included in the Hire charge. The oil central heating alone is subject to a weekly charge of €150.

Item 10 – Bond payment

On arrival, a bond of €1,500 is requested by the Owner. This is intended to cover the consequential outcome of any damage/loss which can be attributed to the Hirer or any member of the Hirer's party. As a general rule, it is refunded within 10 days of departure, with deduction being made for the cost of consequent possible repairs and/or replacement. In the case of damage requiring professional repair, the bond will be repaid on completion of the repair work with a deduction made for the cost of such repairs.

Item 11 – Animals

Under no circumstances can the Hirer bring any animal whatsoever to stay. If this condition is not respected by the Hirer, the Owner can refuse to accept the Hirer's party. In this case, no refund will be made. Nevertheless, there are pet accommodation facilities nearby, the details of which can be supplied on request.

Item 12 – Insurance

The Hirer is responsible for all damage incurred by the Hirer or the Hirer's party. It is incumbent on the Hirer and the Hirer's party to be covered by a holiday insurance covering this type of risk. It is absolutely imperative to attach proof of insurance to the reservation form.

Item 13 – Departure and cleaning charge at the end of the stay

Departure must take place on Saturday at 10am, except by prior written agreement to the contrary. The Hirer is hereby informed that the Owner requires about 30 to 45 minutes (maximum except in the case of any damage) to carry out the departure state of condition check. Thus the Hirer is requested to allow sufficient time for this to take place. Notwithstanding the End of Stay Cleaning Charge (obligatory in summer), the gîte must be left neat and tidy. The cleaning charge of €110 is over and above the Hire charge.

Item 14 – Taxe de séjour (tourist tax)

Levied by the local authority, it is included in the price of the stay.

Item 15 – Litigation

This Agreement shall be governed by French law and the French version of this Agreement shall take precedence. The place of jurisdiction is the Court of Aubenas.