

## BOOKING CONDITIONS "TARN OWLS"

1. The property known as "Tarn Owls at Bozat" is offered for holiday rental subject to confirmation by Michelle and Mike Fitzsimons (the Owner).
2. To reserve the Property, see details on the booking form. The Client should complete and sign the booking form and return it together with payment of the initial nonrefundable deposit (25% of the total rent due, minimum £150). Following receipt of the booking form and deposit, the Owner will send confirmation. **This is the formal acceptance of the booking.**
3. The balance of the rent together with the security deposit (see clause 5) is payable not less than ten weeks before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. The client will remain liable to pay the balance of the rent unless the Owner is able to re-let the Property. In this event, clause 6 of these booking conditions will apply. Reservations made within ten weeks of the start of the rental period require full payment at the time of booking. Prices are in sterling. The owner will provide a euro equivalent on request.
4. Any chargeable expenses arising during the rental period should be settled locally with the Owners before departure. The Taxe de Sejour (currently 1 euro per person per night) imposed by the Local Authority on holidaymakers for tourist facilities and collectable by property owners is payable by guests during their stay.
5. A security deposit of £150 is required in case of, for example, damage to the property or its contents. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Owner will account to the Client for the security deposit and refund the balance due within one week of the end of the rental period, in sterling or Euros. A refund in another currency will be made net of bank charges.
6. Subject to clauses 2 and 3 above, in the event of a 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. **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, vehicles, public liability etc, since these are not covered by the Owner's insurance.**
7. 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.
8. The maximum number to reside in the Property must not exceed four. There is an external dining area and garden adjacent to the Gite for the clients' own use. Use of the pool, pool terrace and extensive grounds is shared with the owners. There is a covered area adjacent to the pool reserved for the owners. The pool is normally available from about 8am until 8pm during April/September. Respect for equipment and sensible behaviour is expected.
9. 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. Although a final clean is included in our prices, the Owner reserves the right to make a retention from the security deposit to cover additional cleaning costs if the Client leaves the Property in an unacceptable condition. The Client also agrees not to act in any way that would cause disturbance to those resident in neighbouring properties.
10. The Client shall report to the Owners without delay any defects in the Property or breakdown 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.
11. 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 injury which is the result of adverse weather conditions, riot, war, 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.
12. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.