

# CHÂTEAU DE VEZINS - FRANCE - TERMS & CONDITIONS

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*As a Guest wishing to rent our Château de Vezins, 2 rue Nationale, 49340 VEZINS, FRANCE please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called the Owner) for clarification.*

## Bookings

A 'provisional' booking will only become a 'confirmed' booking after the following:

- the initial non-refundable down payment has been paid by the Guest and cleared in the Owner's bank
- the Booking Form has been completed and signed by the Guest and received by the Owner
- the Terms and Conditions have been signed by the Guest and received by the Owner

Provisional bookings are held for a period of 1 week, pending receipt of the above. Once all of the above have been received, the Owner will confirm the booking via e-mail to the Guest.

## Payments

- Bookings which are 12 weeks or more before arrival require an initial **non-refundable down payment of 30% of the total rental rate.** The remaining **balance** must be paid **12 weeks** prior to the commencement of the holiday along with a mandatory refundable **Security Deposit of €1,500.**
- Bookings made **within 12 weeks** of arrival require **FULL** rental rate (100%) immediately along with the mandatory Security Deposit of €1,500.

We accept **Bank transfers only.** Bank details will be sent to you via e-mail by the Owner once all documents are signed.

## Security Deposit

The full Security Deposit will be returned to the Guest by the Owner within 28 days after the completion of the holiday as long as no damages, breakages, loss or excess cleaning (heavy duty stains on carpets/linen for example) are reported by the Owner or their representatives either during the stay or whilst the check-out inspection has been completed.

If any damage, breakages, loss or excess cleaning/utility charges are reported, the Owner will inform the Guests and reserves the right to deduct these costs directly from the Security Deposit. For costs in excess of the Security Deposit amount the Owner reserves the right to claim this directly from the Guest.

## Prices

The rental includes Accommodation as booked, services eg. reasonable usage of water and electricity, as well as high-speed wireless internet connection, linen and towels, arrival and departure cleaning charges. We will also endeavour to welcome you with fresh flowers and a bottle of champagne, so you can start your stay feeling pampered!

**NOT** included in our rental prices:-

- a) Flights b) Car Hire c) Holiday Insurance d) Landline telephone/fax bills.

The Owner reserves the right to amend rental prices at any time. The Owner will confirm to the Guest the current price at the time of booking and as soon as the booking is confirmed and the down payment or full payment has been paid, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

## Additional Fees

Additional fees apply if the Guest requires **additional cleaning and other services such as babysitting.**

## Guest Alterations

Once the booking is confirmed, if the Guest needs to alter any details, the Owner will do their utmost to apply the requested changes provided they are informed in writing at least 12 weeks prior to arrival.

## Cancellations

The Owner reserves the right to treat the booking as cancelled if they do not receive the balance by the due date. The cancellation charges detailed below will then apply.

If the Guest wishes to cancel the booking he should advise the Owner immediately, preferably by email.

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The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:-

<b>More than 12 weeks notice:</b>	<b>Down payment (30% of rental rate) only</b>
<b>Between 4-12 weeks notice:</b>	<b>50% of the rental rate</b>
<b>Less than 4 weeks notice:</b>	<b>100% of the rental rate</b>

In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

## Refunds

Please note, the Owner will not issue any refunds for the following reasons, including but not limited to:-

- Early departure ie., less days than booked
- Delayed arrival
- Reschedules due to inclement weather
- Acts of God (see Force Majeure section)
- Loss or failure of services & appliances (see Services/Appliances/Construction section)
- Noise from potential construction work (see Services/Appliances/Construction section)

## Party Size / Occupancy

The maximum occupancy is **12 adults plus 5 children under 12** for the Château de Vezins.

The Château de Vezins must not be sublet, shared or assigned and only the persons named on the Booking Form are permitted to stay in the Château de Vezins during the agreed rental period.

If the owners discover that the Château has hosted more people than booked, the owners reserve the rights to deduct a penalty fee from the security deposit. Similarly, the owners do not wish for the Château to be a party venue with this contract. On special and selected occasions, the owners can agree to an event. If you are planning a wedding or other event (over 15 people), please inform the owners and our standard event hosting fee will be apply, to cover additional wear and tear.

## Guest Agreements

The Guest agrees:-

- to report any damage or loss **immediately it is discovered** to the Owner by e-mail
- to pay the full cost of any breakages, losses or damage to the property or excessive cleaning/utility charges whilst in the property
- to take good care of the property and leave it in a clean and tidy condition at the end of the holiday
- to permit the Owner, the cleaning lady or any Tradesman reasonable access to the property to carry out any maintenance if necessary. There is a gardener on site who works everyday in the garden.
- not to sublet or share the property except with persons nominated on the Booking Form
- not to allow any pets/animals of any nature in the Château de Vezins at any time during their holiday
- not to smoke in the Château de Vezins (outside is permitted)
- Security - Close all windows and doors when not in residence. Set the alarm on and off when leaving / â entering the Château and at night.
- To empty the water condenser tray and clean fluff filter after every use of the clothes dryer.
- To rapidly clean any spills with a clean damp cloth (on walls, carpets, fabrics...)
- Not to walk with shoes in carpeted areas (all 4 bedrooms)
- To not smoke inside the Château
- Not to be more people than what has been claimed on the booking form
- To respect the private things of the landlord (certain items will be marked private and are not for use by tenants)

## The landlord agrees to:

- Supply the Château as advertised in the website to include use of television,
- DVD player, stereo CD/ radio / I pod docking station, broadband, all kitchen equipment,
- washer, dryer, fax machine, printer, Apple computer, barbeque with reasonable supply of
- propane gas and such.
- Supply all bed linen and towels.
- Supply two sets of keys including the remote control for the alarm.
- The landlord is happy for the tenant to enjoy the library of books, CDs and DVDs as long as all items are placed back in the same place where they were found
- The landlord will pay for electricity, gas, water, council/ local tax, Television Licence.
- To make available space for hanging clothes in all bedrooms.

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## **Liability**

The Owner does not accept any liability for injury or death, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).

The Owner does not accept any liability for injury or death, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the rent.

## **Force Majeure**

As owners of the property, the Owner, their servants or agents, accept no responsibility for and shall not be liable for any loss or delay occasioned by any of the following:-

Strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, missed flights or any other event beyond the Owner's control.

## **Services/Appliances/Connections**

No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.

Wi-Fi Internet Connection is provided in selected rooms at the Château de Vezins, free of charge. The owners will endeavour to ensure that the service is available for use but cannot be held responsible for any failures, non-availability of communication lines or slow speeds.

## **Swimming pool / Jacuzzi**

There is a swimming pool and a Jacuzzi on the grounds. Children must not be left without adults' surveillance. It is not permitted to run around the pool, as the wet surface can be slippery and cause accidents. It is not permitted to dive in the pool or Jacuzzi. The owners cannot accept responsibility for any accidents around/in the pool and Jacuzzi.

## **Insurance**

Owners are not responsible for any deaths, injuries, illness or loss/damage to property including motor vehicles or to that of any guest however caused.

## **Alarm**

The Château de Vezins is fitted with an alarm system throughout. You will be lent the remote control to be able to activate and deactivate it when you enter or leave the Château. Should you activate it inadvertently, please let the Owner know immediately (by phone preferably), as we have a security company which comes on site and charges us 50 euros for every visit.

In order for the alarm system to be efficient, we need you to ensure all windows and doors are closed and locked before you leave the Château and activate the alarm.

## **Arrivals & Departures**

**Arrival** – flexible, please check with Owner prior to your arrival

**Departure** – flexible, please check with Owner prior to your arrival

Before Guests depart, it is expected that they carry out the following:

Ensure that all windows are shut properly and all doors are locked and check that all lights are turned off.

The Owner will send you a welcome pack 4 weeks prior your arrival including:

- Address & driving directions & Emergency contact numbers

There will be a file left for your attention in the Château de Vezins, explaining how to make the most of the property, and local area information including maps, shopping, the Owner's guide to region's best dining, wine tasting, sights and activities for all ages.

You can also find all the information you need on the Château and what to do in the region on our website

<http://www.chateauvezins.com>

We, the Owners can always be contacted via email: [marcandgaelle@me.com](mailto:marcandgaelle@me.com) or [lwebster@mweb.co.za](mailto:lwebster@mweb.co.za) or by phone on +44 7717 861 559

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- ✓ I have read, understood and I fully accept these *Château de Vezins* Terms & Conditions on behalf of myself and my party.
- ✓ I am over 21 years of age.

**Signed:**

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**Print (CAPITALS):**

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**Date:**

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Please sign & date and return by email to [marcandgaelle@me.com](mailto:marcandgaelle@me.com)