

# **Your Taste of Provence - Villa RENTALS**

## **BOOKING CONDITIONS**

Address: Villa Rentals, Your Taste of Provence, 57, Lynette Avenue, London, SW4 9HF England

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Website: [www.yourtasteofprovence.com](http://www.yourtasteofprovence.com)

### **1. GENERAL**

The contract is between The Property Owner and The Tenant and is governed under the Laws of England. All contractual obligations arising out of these booking conditions shall be deemed as to come into existence in London and the exclusive jurisdiction of the English Courts.

### **2. FORMATION OF CONTRACT**

You must send us a completed and signed Booking Form and payment of a non-refundable deposit of 30% of the property rental. A binding contract between the person who has signed the Booking Form and the Property Owner will be made when we issue a confirmation by email or letter. You are responsible for payment of the price of the rental and the compliance of members of your party with these conditions.

Bookings cannot be accepted from persons under 21 years of age at the time of booking. We reserve the right to refuse a booking without giving any reason.

### **3. PAYMENT**

The balance must be paid no later than 8 weeks before the date rental starts. Failure to pay the balance on time will constitute cancellation and cancellation charges will become payable in accordance with Paragraph 6.

If you book a rental less than 8 weeks before departure the full rental charge is payable at the time of booking.

Receipt and banking of any deposit shall not constitute acceptance of any booking: a binding contract exists when we issue a confirmation email, letter or invoice.

### **4. THE PRICE**

The prices given are in £ sterling and euros at the rate of 1.20 Euros = £1 sterling.

The Property Owners accept bookings for a minimum of two weeks in high season. However, if accepted; a one week rental *may* be subject to a supplement of 15% of the price stated. At other times of the year, weekly rentals are as offered on the website.

The Property is let fully furnished and equipped. **We charge a fee of £40/50Euros per person per week to cover laundry and cleaning.**

If you require any additional cleaning services during your stay – this can be arranged – and paid locally at the time of completion.

### **5. SECURITY AND DEPOSITS**

We require a payment of £2,000 as a Security Deposit. From this deposit any damages breakages to the property or its contents will be deducted in accordance with the agreement and pool heating out of season. This deposit is to be cleared funds in our account two weeks prior to your arrival - please send by bank transfer or a separate cheque. Failure to receive this deposit may result in you being unable to enter the property. This deposit will be held in a separate client account. The Security Deposit form accompanies the Booking Form. The deposit amount, less any applicable costs or claims will be returned to you as soon as possible after your return from holiday. Delays may be caused in returning this deposit while we are awaiting clarification of any outstanding issues following your rental.

### **6. ALTERATIONS OR CANCELLATIONS BY US**

In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified we will inform you as soon as possible. We will refund in full all monies paid and The Property Owner shall be under no other liability.

### **7. CANCELLATION BY YOU**

Any cancellation by you (for whatever reason) must be advised by telephone and also in writing addressed to us by post or e-mail. The effective date of cancellation is the date on which written notification is received by us.

If you cancel 8 weeks or more before departure you will lose your deposit. If you cancel within 8 weeks of departure or if the booking is cancelled by us due to non-payment, we shall be entitled to the full holiday cost from you.

### **8. AMENDMENTS BY YOU**

Upon receipt of your booking confirmation email, letter or invoice, please check the details to make sure they are correct. If, after your booking has been accepted, you require us to amend it in any way or to re-invoice you, we reserve the right to charge an amendment fee of £50 or the equivalent in euros. We reserve the right to treat a change of rental dates as a cancellation of one rental and the booking of another.

## 9. INFORMATION

While we make every effort to ensure that the descriptions of the property and its facilities are accurately reproduced we cannot accept responsibility for errors contained therein or the results of thereof. You must accept that minor differences between the photograph/text used and the actual property may arise.

The Property Owner reserves the right to make modifications of the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, The Property Owner reserves the right to alter furniture, fittings, amenities, facilities or any activities, either advertised or previously available, without prior notice.

If material changes occur after your booking has been confirmed we will advise you, if there is time, before your rental begins.

## 10. NUMBER OF PEOPLE USING THE ACCOMMODATION

Only those persons named on the booking form may use the property. The number of people staying at the property must not exceed the number of sleeping places indicated in the property description and/or the number of persons on the booking form. In the event that the maximum number is exceeded without prior arrangement, The Property Owner reserves the right to refuse or revoke the booking at their sole discretion.

## 11. ACCESS

The Property Owner, The Representative, pool attendant, gardener or maid shall be allowed free access to the property at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance duties.

## 12. ARRIVAL AND DEPARTURE

You must arrive at the rendezvous point between 2 p.m. and 6 p.m. on the rental start date. If you are running late you must inform The Representative so that suitable arrangements can be made for the entry to the property. However, if your arrival is after 6pm, we reserve the right to deduct up to £100 or 120 Euros as a late arrival charge. If you arrive after 10 p.m. you may not be able to occupy the property until the next day.

The property must be vacated by 10 a.m. on the last day. If you leave early (and therefore do not see our representative), you are required to leave the villa locked **and put the keys and your signed Check Out Sheet in the post box at the top of the driveway.** We do require vacant possession at 10 a.m. for our cleaners and maintenance staff in readiness for our next guests. Our cleaning team may arrive at 09.30am to commence their work.

## 13. PETS

Pets are not allowed

## 14. SMOKING

Smoking is not allowed in the property at any time. Please note – cigarette butts are not bio-degradable and ask you to respect that the garden is not an ash tray.

## 15. SWIMMING POOL

Great care must be taken at all times when around and using a swimming pool. The Tenant remains responsible for the safety of those using the pool at all times. You should never allow small children and non-swimmers in or around the pool unsupervised nor to use the pool under the influence of alcohol. Always familiarise all members of your party with the shallow and deep end of the pool. The pool complies with EU regulations and is fitted with an electric pool cover which should be used whenever the pool is not being used. No responsibility is accepted by The Property Owner under any circumstance. The pool will be cleaned and serviced – normally on a Friday morning (although this does in fact vary from year to year and from time to time). For safety reasons and to allow him to properly carry out his duties, the pool must not be used for the duration of his visit or if he advises a period of time after because of any chemicals that had to be added. In the interim there is a pool net which can be used to remove leaves, etc that may blow into the pool. If pool heating is required then an additional charge of £150 or 180 Euros per week will be made. The pool is open/available for use from 1<sup>st</sup> June to 30<sup>th</sup> September or by arrangement at other times of the year.

## 16. LIFT

The lift is used entirely at The Tenants own risk. It is not to be used as a joy ride by children or young people - Children under the age of 12 are not to use the lift unless accompanied by an adult. In case of accident or lift failure use the emergency telephone contact number on the outside of the lift. There is a metal key in the lift machine room on the lower floor to manually open the lift doors. No responsibility is accepted by The Property Owner for any breakdown or lift failure.

## 17. BILLIARD ROOM

If you intend to use the Billiard Room you must be aware that **ANY** damage to the baize will be charged to The Tenant at a cost of approximately 1,000 Euros. If you would rather not use this room please indicate on the Security Deposit Form and it will be locked. Children under the age of 12 are not permitted to use the table.

We have an honesty bar in the billiard room which is for the use of our guests – naturally, if you finish a bottle, you should replace it with the same or a similar brand.

## 18. YOUR RESPONSIBILITIES

You must keep the property and all furniture, fittings, effects, facilities and equipment in the same state of repair and condition as at the commencement of the rental and leave the property in the same state of cleanliness and general order in which it was found. In the event that more than normal time is required to bring the property back up to standard a deduction will be made from the Security Deposit to cover the extra hours.

## 19. COMPLAINTS

In the unlikely event that you are disappointed with the holiday accommodation please contact The Representative immediately, who will endeavour to resolve the problem. In any event, all complaints should be sent by email and in writing by post within 7 days to the Property Owner.

## 20. LIABILITY OF THE PROPERTY OWNER

The Property Owner shall not be responsible for the death of or personal injury of you or any person named on the Booking Form or other person at the property unless this results from the proven negligence of The Property Owner.

The Property Owner shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control, including though not limited to Act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, by-laws or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case we shall be entitled to treat the contract as discharged.

In the event of such discharge our liability shall be limited to the return of the sums paid to us in respect of the (unused) portion of the rental calculated on a pro rata daily basis.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, etc nor for the failure of public utilities such as water, gas and electricity.

The Property Owner is not responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control.

In the event of a breakdown of equipment or appliances in the property, garden or swimming pool please let The Representative know and arrangements for repair and/or replacement will be made as soon as possible. Repairs and services are subject to availability of the contractor/s and the nature of the problem - the owners cannot be held responsible for consequential loss.

## 21. CLEANING

The property will be clean throughout at the beginning of the rental period and we remind you that you should leave the Villa as you found it – our contractors are there to change bed linen and clean the bathrooms, floors and windows in readiness for the next guest. (You will be charged for other activities such as disposing of rubbish, clearing out fridges and washing up at the hourly rate of £25/30 Euros per hour or part of).

## 22. BEHAVIOUR

The person signing the contract is responsible for the correct and decent behaviour of his/her party. Should you and your party not behave in such a manner, the Representative may at his or her absolute discretion ask you and your party to vacate the property without a refund of the rental fee. You are reminded that the civil and criminal laws of France apply to the renter and all guests in the rental party whilst in France and in particular within the Domaine de Valcros and the property – this includes alcohol and drug use laws which are severe.

## 23. STAFF

The property will have maid service once a week on a Saturday and linens will be changed. You must allow the pool engineer and the gardener access to carry out their duties. The pool should not be used whilst the pool engineer is at the property and possibly a short time afterwards for safety reasons if chemicals are used. The lawn should be kept free/cleared when the gardener arrives to mow this.

## 24. LINEN

Linen is normally changed once per week. For each client we provide a standard issue of personal linens: sheets and pillowcases, 1 x bath towel, 1 x pool towel, 1 x hand towel, and 1 x face cloth. In addition, we provide 1 x bath mat for each bathroom, 2 x tea towels oven gloves and dishcloth – these are charged at £40/50Euros per person per week.

## 25. PHOTOGRAPHY

Photographs taken at our property cannot be used for commercial use or sold for profit without the authorisation of The Property Owner.

## 26. SOCIAL EVENTS AND OTHER FUNCTIONS

It is the policy of The Property Owner not to allow social events and other functions (e.g. weddings, receptions, cocktail parties) on the property.

## 27. SECURITY AND VALUABLES

Any valuables left at the property are left entirely at your own risk. The Property Owner is not responsible for their loss. As with all properties in prime locations, there may be a risk of burglary. Proper care must be taken against theft and burglary – we have a safe in the lift technical room at the bottom of the house for your use. It is advisable to keep the top gates closed whilst in the property as during the week days there is public access to the road.

When leaving the property empty, the wooden **Shutters** should **ALWAYS** be **locked from the inside; windows closed and locked**, with the **electronic shutters down**. If there is a burglary and all proper and safe care has not been adhered to and The Property Owner's property is stolen, The Tenant will be held entirely responsible.

**Any burglary must be reported to the local police within 24hours of occurrence and a crime reference number/report must be obtained for your insurance purposes and for the owner's insurance purposes.**

We accept no responsibility for any loss, damage or consequential losses due to theft or any other security related incident howsoever caused.

If you lose any keys to the property you should notify The Representative immediately. There is a charge of 75 euros to replace lost keys, 100 euros for a laser-cut high security key and if any electronic keys are lost you will be notified of the cost.

**28. INSURANCE**

It is a condition of booking the property that your party is covered by comprehensive travel insurance. This policy must include personal liability and cancellation cover. Your signature on the Booking Form confirms that you have agreed to be and are covered by such insurance.

**29. LOW SLUNG CARS**

People intending to take a sports or low slung cars onto the property should be warned that the entrance to the property and the driveway are steep. The Property Owner accepts no responsibility for any damage to any vehicle howsoever caused.