

# Les Vieux Auberts

## Terms and Conditions

These Terms and Conditions relate to the rental of **La Vieille Maison** ("the Property"), which is a terraced cottage constituting part of the *lieu-dit* known as Les Vieux Auberts, 49390 Moulignerne, France. The rental is for the duration of the Holiday Period and for the maximum number of persons in The Holiday Party and the maximum number of animals (if applicable), as specified in the Rental Contract, which will be issued at the time of making the booking. The Rental Contract will contain full details of all costs and associated payment schedule.

The contract will only be formed when signed and dated by the following parties, and is subject to these Terms and Conditions:

- Simon and Jackie REEVES (the owners of Les Vieux Auberts, and referred to as "we", "us" and "our" in these Terms and Conditions and in the Contract) and
- You, the person whose details are given in the Contact Details section of the Rental Contract.

References to "you" and "your" in this document includes all guests listed in The Holiday Party section of the Rental Contract.

### Making your booking

When you book the Property with us you should return the completed and signed Rental Contract to us together with the appropriate payment (see "Paying for your booking" below).

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the completed Rental Contract and payment have been received and accepted by us, we will issue you with a copy of the Contract signed by us, showing all relevant details.

We reserve the right to refuse any booking prior to the issue of the signed Contract by us. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of the Contract and inform us immediately of any errors or omissions.

You are strongly advised to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance, including evacuation and repatriation coverage.

### Paying for your booking

The costs for your booking include bed linen, towels, electricity, water and heating (winter months only). The cost also includes logs for the wood burner in winter months.

**For a booking made more than 60 days before the start of your selected Holiday Period:**

- An Initial Deposit of 25% of the Full Rental Cost (including costs for dogs) is required with your signed Rental Contract.
- A Security Deposit is required together with the balance of the Rental Cost, 60 days before your Arrival Date. Please note that the Security Deposit is NOT applied towards the rental cost. The amount of the Security Deposit is specified in your rental contract.

**For a booking made within 60 days before the start of your selected Holiday Period:**

- The Full Rental Cost and Security Deposit are required with your signed Rental Contract.

We will hold the Security Deposit to be applied against reasonable cleaning costs (if the property is not left as found), and/or repair or replacement of the property or its contents, in

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the event of their not being accounted for or found damaged upon exit inspection, unless you are notified by us in writing before the commencement of the booking that an item on the inventory is missing, broken or damaged. The sum reserved by this clause shall not limit your liability to us in the event of repair and/or replacement costs for more serious damage.

We will return the Security Deposit to you within 7 days of the end of your holiday, less any deductions that may be made in accordance with the conditions above. We will notify you in writing of any deductions that have been made, and the reason(s) for doing so.

## If you cancel or amend your booking

If you need to cancel or amend your booking you must contact us as soon as possible.

You will also be required to confirm your cancellation in writing or by email. A cancellation will not take effect until the date we receive written confirmation from you.

If you cancel your booking within 7 days of receiving our signed Rental Contract, but more than 60 days before your Arrival Date, we will refund the Initial Deposit you have paid to us.

If you cancel your booking more than 30 days prior to your Arrival Date, we will refund the full balance of any monies you may have paid to us.

If you cancel your booking between 14 and 30 days prior to your Arrival Date, we will refund 50% of any monies you may have paid to us.

If you cancel your booking less than 14 days before your Arrival Date, we will not refund any monies you may have paid to us.

If you terminate your stay early, we will not refund any monies you have paid.

## If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we may have to make an alteration or, in extremis, cancel your booking.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any monies you have paid to us.

## Your accommodation

You can arrive at La Vielle Maison after 1600 hours on the Arrival Date of your holiday and you must leave by 1000 hours on the Departure Date.

If your arrival is likely to be significantly delayed (e.g. after 2200 on the Arrival Date, or even on a later day), please contact us so that alternative arrangements can be made. If you fail to arrive by midday on the day after the Arrival Date and you do not advise us of your anticipated late arrival we may treat the booking as having been cancelled by you.

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## Your obligations

**You agree** to read the House Book when you arrive, and to comply with the house rules set out in therein, and with any other reasonable requests that may be made by us from time to time, and ensure that they are observed by all members of The Holiday Party.

**You agree** to keep and leave the Property and all its furnishings, fixtures and fittings, electrical equipment, kitchen equipment, crockery, glasses, garden furniture and BBQ clean and in good condition.

**You agree** not to cause any damage to any part of the Property, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. You will be responsible for any damages caused by you, including the cost of any replacement or rectification work that may be required.

**You agree** to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of loss, theft or damage to your property, except where the damage or loss is caused by our negligence.

**It should be noted** that Les Vieux Auberts is an old farm premises and still has a number of areas which are potentially hazardous, particularly to unaccompanied children, owing to their being in a poor state of repair. Parents or guardians are responsible at all times for the supervision and safety of their children.

**You agree** not to allow more people to stay in the Property than expressly authorised and declared in this Rental Contract.

**You agree** not to significantly change the makeup of the Holiday Party during your stay in the Property, nor to take your dog(s) into the Property unless it has been arranged in advance and it is shown on your Rental Contract. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

**You agree** to allow us, or any representative of ours, access at any reasonable time during your stay for the purpose of essential maintenance or repairs.

## Smoking

**Strictly NO SMOKING** inside any building, including outhouses and barns.

## Our liability

We will supply clean, fresh, hand towels and bath towels appropriate to the number of people in the Holiday Party at the beginning of your stay. For stays of longer than 7 nights we will supply you with clean linen and towels after 7 nights if required. Please note that we do not supply swimming towels.

We will set up the beds in your selected configurations and will make them before your arrival.

We will supply all necessary household cleaning products and toilet paper for your holiday. Please ensure you read carefully the section on **Water and Septic Tank** later in these Terms and Conditions.

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the agreed rental sum for the duration of your booking.

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

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We will not be responsible to you for:

- Any temporary defects or interruptions in the supply of any public services to the property, nor in the respect of any equipment, plant, machinery or appliance in the Property or garden, or any Act of God, or any other event outside of our control.
- Any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond our control.
- Any loss, damage or inconvenience to or suffered by you for the sudden and unexpected failure of any piece of equipment or furniture provided for your use.
- Any loss, damage or inconvenience to or suffered by you if the Property is destroyed or substantially damaged before the start of the rental period. In any such event we shall, within seven days of notification to you, refund to you all the sums previously paid in respect of the rental period.
- The quality, availability or strength of mobile telephone or WiFi signals. The property is in the middle of the countryside and is subject to variation in all of these facilities.

## Water and Septic Tank

The property is served by an efficient septic tank system. This is perfectly hygienic, but it will clog up if improper material is flushed down the toilets, or washed down the sink waste. Only human waste and toilet paper that is compatible with septic tanks should be flushed down the toilets.

You **MUST NOT** flush sanitary towels/tampons of any kind, condoms, incontinence pads, nappies/diapers, cotton buds, cigarette butts or anything else that might cause a blockage in any part of the system. All such items should be wrapped hygienically where necessary and placed in the bin that is provided adjacent to the toilets, before being disposed of in the household waste. For the same reason, please avoid washing solid matter or fat down the sink waste - scrape it into the household waste instead.

You **MUST NOT** use antibacterial cleaning products or bleach, except those we provide for your use. Also, please inform us if you are, or have recently been, taking any kind of antibiotic medication. Both of these can kill the beneficial bacteria in the septic system, as well as the harmful ones.

## Animals

### Dogs

You must bring the basket(s), bedding and food/water bowls for your dog(s). We do NOT provide any facilities for this.

Dogs are welcome under the following conditions:

- All dogs **MUST** be up-to-date on rabies vaccinations and all other vaccinations appropriate to their breed. We may ask for supporting documentation of this from an accredited vet, or evidence of an up to date Pet Passport. It is highly recommended that all dogs are treated with a topical flea and tick repellent not more than three (3) days prior to arrival.
- Dogs are not allowed on any furniture at any time. Any hair must be well cleared up before you depart. Any evidence to the contrary will incur additional cleaning fees.
- Dogs must not be allowed into the bedrooms at any time.
- Dogs must be under control at all times, and must not be allowed to run around unsupervised outside the fenced garden area of the property.

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- Dogs must not be allowed to damage any part of the property. If damages are caused, the associated costs will be deducted from the Security Deposit. Dog cages can be supplied on request.
- Dogs should be prevented from producing excessive noise at a level that may disturb neighbours or other guests.
- Dogs must not be left unattended at any time.

You are responsible for clearing up after your dog(s) without delay, and for hygienically wrapping and disposing of the results in the appropriate bin.

You **MUST NOT** allow your dog(s) to harass or otherwise disturb our horses. Horses can be unpredictable around dogs, and may kick out if they feel threatened. We cannot accept any liability for any illness or injury that may occur to your dog(s).

## Complaints

We make every effort to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint, it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve issues properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable any shortcomings to be rectified straight away. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

## Insurance

For your own protection, you are strongly advised to take out a comprehensive Personal Travel Insurance Policy with a cancellation clause, which may enable you to recover non-returnable monies.

## Law

The contract between you and us is governed by the law of England and Wales and it is agreed between you and us that any dispute, matter or other issue which arises between you and us will be dealt with by the Courts of England and Wales.

## Contact Us

If you need to contact us for any reason, our details are:

Simon & Jackie Reeves  
965 Route du Faux Amas  
Lieu-dit Les Vieux Auberts  
49390 Mouliherne  
France

Tel: +33 (0) 2 41 52 79 58 (please leave a message if we are unable to answer for any reason).

Email: [contact@lesvieuxauberts.com](mailto:contact@lesvieuxauberts.com)