

## **Getaway Brittany – Booking Terms & Conditions.**

In these Terms & Conditions, "client" means all persons named on the booking form including anyone who is added or substituted at a later date. "we" or "us" means Getaway Brittany.

### **1. HOW TO BOOK**

1.1 The client must contact us prior to making a booking to obtain confirmation of availability. Subject to availability, and on your request, a provisional booking will then be made. The following must then be sent to us within a period of 7 days:

- a) A completed and signed booking form: In signing this booking form, the person who signs it certifies that he/she is authorized to agree to the Terms & Conditions on behalf of all persons occupying the gîte or apartment, including those substituted/added at a later date. The signatory must be a member of the party occupying the property and must be 18 years or over. Bookings cannot be accepted from parties of young people less than 18 years of age.
- b) The payments referred to in clause 2.1 below. (You should note that failure to meet this requirement may result in a cancellation of the provisional booking)

### **2. PAYMENT**

2.1 A non refundable deposit of 15% of the rental cost must be paid within 7 days of making your provisional reservation.

2.2 The balance must be paid not less than 8 weeks prior to the client's arrival at the Property.

2.3 We are entitled to treat your booking as "cancelled", if you fail to pay the balance on time (See Cancellation, clause 7)

2.4 Bookings taken within 8 weeks of your arrival must be paid in full.

### **3. CONTRACT**

3.1 Once we have received your booking form and all the appropriate payments, we will confirm your booking by the issue of a confirmation invoice. Please check this invoice carefully as soon as you receive it. If any of the information which appears on the confirmation invoice or any other document appears to be incorrect, please contact us immediately, as it may not be possible to make changes at a later date.

3.2 A binding contract between you and us will come into existence on receipt of your deposit.

### **4. RENTAL**

4.1 The prices detailed are in Euros and the rental price is weekly.

4.2 All the Gites and apartments are fully furnished and equipped. The rental prices include an end of rental clean, gas and electricity, unless otherwise stated on the booking form. Additional services are clearly stated in the property description. For long term lets and winter lets, gas and electricity will be a supplementary charge.

4.3 We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware of at the time of booking.

### **5. SECURITY DEPOSIT**

5.1 A security deposit, as stated on the booking form 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 within two weeks after the rental period. The deposit will be collected upon arrival.

### **6. ALTERATIONS/CANCELLATION BY THE OWNERS.**

6.1 In the unlikely event of a significant change or cancellation of your booking by us, we will inform you as soon as possible. A full refund of all monies paid by you will be given within 7 days.

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

7.1 Any cancellation by you (for whatever reason) must be provided in writing, including email or facsimile. The effective date of cancellation is the date we receive written notification.

7.2 If you cancel 8 weeks or more prior to your arrival at the property you will lose your deposit.

7.3 If you cancel less than 8 weeks before your arrival at the property or the booking is cancelled due to your non-payment, the Owners shall be entitled to the full cost of the holiday from you.

7.4 We will use our best endeavours to obtain a replacement client. If a replacement is obtained, we will then refund all monies paid by you, less any difference between the price you paid for the property and the price paid by the replacement client.

7.5 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Claims must be made direct to the insurance company concerned.

## **8. YOUR RESPONSABILITIES**

8.1 You must keep the property and all the furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment of any breakages, loss or damage to the property caused by you. (We strongly recommend that you take out adequate insurance to cover this) The owner reserves the right to make deductions from the security deposit for any extra cleaning, over the number of hours committed to departure cleaning, and to claim against you for any damage or loss, the cost of which exceeds the security deposit.

8.2 You must report to us, without delay, any defects to the property or breakdown in the equipment, plant, machinery or appliance in the Property and gardens, and arrangements will be made for repair and/or replacement as soon as possible.

8.3 The parking of caravans/pitching of tents at the property is strictly forbidden.

8.4 For the comfort of all guests, smoking is strictly forbidden inside the gîte or apartment.

## **9. NUMBER OF PEOPLE USING THE PROPERTY**

9.1 Only the number of persons stated in the booking form may use the property unless otherwise agreed with the owners. The maximum number of people, including infants allowed at the property may not be exceeded. The owners have the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded. A pro rata sum will automatically be deducted from your security deposit for any additional adults/children.

## **10. ACCESS**

10.1 We shall be allowed access to inspect the property prior to your departure. We also have the right to access the property during your stay to carry out maintenance and cleaning.

## **11. BEHAVIOUR**

11.1 The person signing the contract is responsible for the correct and decent behaviour of the party. Should you or a member of your party not behave in such a manner, we may use our absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will not have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **12. LINEN**

12.1 Linen is not included with the property, and can be rented from us. If you require linen, you must let us know at time of booking.

12.2 Beach and pool towels are never provided and therefore you should take these towels with you.

12.3 We recommend that you take your own cot linen for your baby's comfort.

## **13. SECURITY AND VALUABLES**

13.1 Any valuables left at the property are left at your own risk. We are not responsible for any loss. Proper care must be taken against theft and burglary. It is essential, and also your responsibility, to ensure that all doors, shutters, windows are closed and locked when leaving the property. No refund can be given should you decide to vacate the property as a consequence of a burglary.

## **14. ARRIVAL AND DEPARTURE**

14.1 Arrival is after 16.00 hours local French time (normally GMT + 1 hour). If your arrival is delayed you must inform us. Our details will be noted on the invoice you will receive upon payment of the balance.

14.2 You must vacate the property by 10.00am local French time on the day of departure. If these times cause you difficulty, please advise us at the time of booking.

14.3 Normal changeover day is a Saturday. Other changeover days may be possible, subject to availability and must be agreed with the owners at the time of booking.

**15. INFORMATION**

15.1 We reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interest of continual improvement we reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice. (See also clause 6)

15.2 If we become aware of material changes after your booking has been confirmed, we will advise you before departure.

**16. OUR LIABILITY**

16.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of obvious noise has been in existence prior to your arrival and we are aware of this, we will contact you to inform you of the disturbance (See also clause 6)

16.2 We cannot be held responsible for the breakdown of any mechanical equipment such as pumps, boilers, nor the failure of public utilities such as water, gas and electricity.

16.3 We shall not be liable for any loss, breach or delay to any cause beyond our reasonable control including, although not limited to Act of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws, or measure of any kind on the part of the government or local authorities, strikes, lockouts, or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract discharged.

16.4 We cannot accept responsibility for events out of our control e.g. bad weather, delay caused by carrier company, breakdown of domestic equipment.

16.5 We cannot be held responsible for any injury, loss or damage to you personally, your belongings or your vehicles when using the accommodation, grounds, equipment or other amenities. The use of these amenities is entirely at your own risk and we accept no responsibility.

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

**17. INSURANCE**

17.1 To be reimbursed for the financial consequences of unforeseen cancellation we strongly advise all our guests to take out a comprehensive travel/holiday insurance policy, including a cancellation clause.

**18 DATA PROTECTION**

In accordance with the 1998 data Protection Act we will ensure that:

18.1 The collation of personal information is fair and lawful.

18.2 We take responsibility for all personal information held and used and that appropriate security measures are in place to protect this information.

18.3 Please let us know if you would like your personal details to be removed from our database, after your holiday. We may use this information to update you on details of Getaway Brittany offers.

The undersigned accepts these terms & conditions:

Signed .....

Name (Block Capitals) .....

Date .....