

LUXURY DORDOGNE VILLAS LIMITED

ACABANES VILLA – The Property

Please read these Booking Conditions carefully as they will form the contract between Luxury Dordogne Villas Ltd and all the persons named on your Booking Form or persons named by email communication. Failure to notify us of all guests is a breach of these Booking Conditions.

In these Booking Conditions "you" and "yours" means all persons named on the Booking Form, including anyone who is added or substituted later. "We" "us" "our" means Luxury Dordogne Villas Ltd, of Unity Chambers, 34 High East Street, Dorchester, Dorset DT1 1HA.

1. THE PROPERTY

1.1. The Property known as Acabanès, is offered for Rental, subject to confirmation by Tracey Jones, of Luxury Dordogne Villas Ltd.

2. HOW TO BOOK

2.1 You must contact us before making a booking to obtain confirmation of availability. Subject to availability, and on your request, a provisional reservation will be made. The following must be sent to us within 7 days:

(a) The completed Booking Form: The person who completes and signs the Booking Form certifies that he/she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or 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 3 below. Failure to meet this requirement will result in a cancellation of the provisional booking.

3. PAYMENT

3.1 For Rentals of 2 weeks or less, a non-refundable deposit, subject to clause 8.4, of 50% of the Rental price must be paid within 2 days of making your provisional reservation.

3.2 The balance must be paid not less than 3 months prior to your arrival at the Property plus the Security Deposit of £1,000.

3.3 For Rentals of more than 2 weeks duration the following payments must be made; 1st payment of 50% of the Rental price at the time of booking, 2nd payment of 25% of the Rental price by the 31st December in the year prior to the Rental; and a 3rd payment of 25% of the Rental price plus the Security Deposit of £1,000 not less than 3 months prior to your arrival at the Property. If your Rental falls before the 31st December in the same year as the Rental, then the 1st deposit payment is 75% of the Rental price and the 2nd payment is 25% of the Rental price plus the Security Deposit of £1,000 not less than 3 months prior to your arrival at the Property.

3.4 Late payments will incur interest at a rate of 5% above the Bank of England base rate and we are also entitled to treat your booking as cancelled if you fail to pay the balance on time, see Cancellation By You, clause 8.

3.5 Bookings taken within 3 months of your arrival must be paid in full, plus the Security Deposit of £1,000.

4. CONTRACT

4.1 Once we have received your Booking Form and the appropriate deposit payment, we will confirm your booking by issuing a Confirmation to the party leader. Contact us immediately if any information that appears on the Confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

4.2 A binding contract between you and us will come into existence on receipt of your deposit and the Completed Booking Form.

5. RENTAL

5.1 The prices given are in GBP and the Rental price is weekly, unless otherwise stated.

5.2 The Property is let fully furnished and equipped. The Rental price includes linen and electricity up to a maximum of €100 per week.

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

5.4 The price of the holiday does not include the local Tourist Tax levied by the Dordogne department. The tax is calculated in accordance with an annual schedule of rates issued by the Dordogne department and the rates will be provided at the time of your booking. The Tourist Tax will be deducted from the Security Deposit.

6. SECURITY DEPOSIT

6.1 A Security Deposit of £1,000, is required to cover the cost of any damages or breakages to, or at the Property and for the private use of the telephone see Telephone Charges clause 13. This amount will be payable with your final Rental balance payment.

6.2 It may take up to 2 weeks after your departure from the Property to return the Security deposit to you. Delays can be caused whilst waiting for proof of damage, telephone charges and electricity consumption.

6.3 The cost of any damage caused by you will be deducted from the Security Deposit and the remaining balance will be returned to you. If the Security Deposit paid by you is not sufficient to cover the cost of such damage, we will be entitled to recover any additional costs from you, including legal costs.

6.4 Some damages may not be immediately obvious to us upon your departure. We reserve the right to charge you for any damage noted in the Property after your departure.

6.5 Unless otherwise specified, the Security Deposit will always be refunded to the party leader

6.6 We reserve the right to hold the Security Deposit for longer than 2 weeks if there is a dispute over damage, or we are awaiting bills or proof of damage.

6.7 A deduction from the Security Deposit be made for the Tourist Tax levied by the Dordogne department as specified in clause 5.4.

6.8 If the property is not left as required within Departure Information Luxury Dordogne Villas Ltd reserves the right to charge a minimum fee of £50, that will be deducted from the Security Deposit.

7. ALTERATIONS OR CANCELLATION BY US

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

8. CANCELLATION BY YOU

8.1 Any cancellation by you (for whatever reason) must be in writing or email. The effective date of cancellation is the date we receive written notification or your cancellation email.

8.2 If you cancel 3 months or more prior to your arrival at the Property you will lose your deposit, subject to clause 8.4.

8.3 If you cancel less than 3 months before your arrival at the Property or the booking is cancelled due to your non-payment, Luxury Dordogne Villas Ltd shall be entitled to the full Rental price from you, subject to clause 8.4.

8.4 We will endeavour to obtain a replacement client. If a replacement is obtained, we will then refund all monies paid by you, less any difference between the Rental price you paid for the Property and the Rental price paid by the replacement client; less any additional marketing expenditure that we incur.

8.5 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 and we will provide you with any required documentation that is reasonably requested by your insurer.

9. YOUR RESPONSIBILITIES

9.1 You must keep the Property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the Rental, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment for any breakages, loss or damage to the Property caused by you. We require that you take out adequate insurance cover to cover these risks. Luxury Dordogne Villas Ltd reserves the right to make deductions from the Security Deposit for any extra cleaning, over the normal number of hours committed to departure cleaning, and to claim against you for damage or loss, the cost of which exceeds the Security Deposit.

9.2 You must report to us, without delay, any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property and garden, and arrangements for repair and/or replacement will be made as soon as practical taking into account the rural location of the Property and local working hours.

9.3 The parking of caravans and pitching of tents at the Property is strictly forbidden.

9.4 Smoking is strictly forbidden inside the Property.

9.5 The charging of Electric Vehicles or Hybrid Vehicles is strictly forbidden at the Property, without the prior approval of the company.

10. NUMBER OF PEOPLE USING THE PROPERTY

10.1 Only the number of persons stated in the Booking Form or by email may use the Property unless otherwise agreed with us. The maximum numbers of people, including infants allowed at the Property may not be exceeded. Luxury Dordogne Villas Ltd has the right to terminate the Rental without prior notice and without refund or compensation if the numbers are exceeded. Alternatively a pro rata sum will automatically be deducted from your Security Deposit for any additional adults and/or children.

11. ACCESS

11.1 We are allowed access to inspect the Property prior to your departure. We also have a right to access the Property during your stay to carry out maintenance and cleaning.

Gardeners and pool maintenance will enter the grounds during your stay.

12. BEHAVIOUR

12.1 The person signing the Booking Form is responsible for the correct and decent behaviour of the party. Should any member of the party not behave in such a manner, we may use our absolute discretion to terminate the Rental of the person/s concerned. In this situation, the person/s concerned will be required to leave the accommodation within 3 hours. 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.

14. LINEN

14.1 Linen is included in the Rental price of the Property.

15. BIKES

15.1 Any bikes stolen whilst guests are using them, or as a result of the bike shed not being locked, or the bike locks not being used will be chargeable to guests and deducted from the Security Deposit. Our guests must use the bike locks to secure the bikes in the bike shed as well as when using them outside the villa.

16. SWIMMING POOL

16.1 The swimming pool is not open all year. If your Rental period is during January; February; March; November and December, please check with us that the pool is open, filled and ready for use. We cannot be responsible for low water temperatures at any time.

16.2 Swimming pools are inherently dangerous. Before arrival at the Property you will be required to read the Safety Procedures for the Swimming Pool in the Guest Area on the website. You are required to comply with them at all times by us and also by the French Government. As part of our Booking Conditions you will be required to sign an indemnity confirming that you take full responsibility for the safe operation of the swimming pool and its environment. Failure to sign this indemnity or adhere to the Safety Procedures will result in the swimming pool being locked and not available to your party.

16.3 Upon arrival at the Property you and all members of your party must take time to familiarise yourselves with the location, layout and depth of the swimming pool. Please note any swimming pool warning signs and other instructions for use, which may be displayed. Pool safety is of the utmost importance. Children must be supervised by an adult at all times. You and your party agree to take full responsibility for the safety of all members of your party in and around the swimming pool.

16.4 Glass or china must not be taken to, or used in the pool area. Plastic glasses and crockery are provided. Should any glass or china fall into the pool, we may need to empty, clean and re-fill the pool. This can take a number of weeks. Any costs related to this including compensation to future guests will be charged against your Security Deposit and if this is not sufficient any additional costs will be claimed from you as stated in clause 6.3. If any damage is made to the liner, then we may need to empty, clean and re-fill the pool. This can take a number of weeks. Any costs related to this including compensation to future guests will be charged against your Security Deposit and if this is not sufficient any additional costs will be claimed from you as stated in clause 6.

16.5 The swimming pool cover is an expensive piece of equipment, worth €20,000 and has

been purchased to ensure our guests have the best possible holiday experience. It can only be operated by guests over the age of 18 yrs. We require our guests to designate a responsible member of the group to be in charge of its operation as it is imperative that it is treated with the utmost care. Three videos plus a photo will be sent by Whatsapp to the main booking guest and these must be viewed.

Any damage to the cover resulting from inappropriate operation will be chargeable to the the guests, including the cost of any repairs and any compensation to future guests, and will be charged against the Security Deposit, if this is not sufficient any additional costs will be claimed from you as stated in clause 6.3.

17. PLAY EQUIPMENT AND GROUNDS

17.1 As part of the Booking Conditions you will be required to sign an indemnity indicating that you take full responsibility for the safe operation of the play equipment at the Property.

17.2 Upon arrival at the Property you and all members of your party must take time to familiarise yourselves with the location, layout and nature of the play equipment.

17.3 Young children must not be allowed to wander unaccompanied in the grounds of the Property or use the trampoline or any of the play equipment without being supervised by an adult at all times.

18. SECURITY AND VALUABLES

18.1 Any valuables left at the Property are left at your own risk. We are not responsible for any loss.

18.2 Proper care must be taken against theft and burglary. It is essential and your responsibility to ensure all doors, shutters and windows are closed and locked at night, when leaving the Property, or when by the poolside or in the grounds.

18.3 No refund can be given should you decide to vacate the Property as a consequence of burglary.

19. ARRIVAL AND DEPARTURE

19.1 Arrival is after 17.00 local French time (normally GMT + 1 hour).

19.2 You must vacate the Property by 09.30am local French time (normally GMT + 1 hour) on the day of your departure.

20. INFORMATION

20.1 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.

21. PETS

21.1 Pets are welcome only with our explicit permission.

21.2 We reserve the right to charge a supplement, and/or increase the Security Deposit.

21.3 The number of pets must be agreed prior to the acceptance of the booking.

21.4 If you do not inform us of any pets, we reserve the absolute right to request either the pet is placed in kennels in France for the duration of your stay or your removal from the Property without refund or compensation.

22. OUR LIABILITY

22.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of the Property or which is beyond our control.

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

22.3 We 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, 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 any 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 as discharged

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

22.5 We cannot be held responsible for any injury, loss or damage to you personally, 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.

22.6 We cannot be held responsible for any damage to, or loss of 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.

22.7 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 Rental calculated on a pro rata daily basis.

23. INSURANCE

23.1 It is the responsibility of all guests to have comprehensive travel insurance.

24 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

24.1 Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these Booking Conditions, "force majeure" means any unavoidable and extraordinary circumstances beyond our control that we could not have avoided, even if all reasonable measures had been taken. Such events may include, whether actual or threatened, war, military disturbances, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, accidents, epidemics, pandemics, fire, weather, acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services and other situations which are outside our control.

25. DATA PROTECTION

In accordance with the 2018 Data Protection Act we will ensure that:

25.1 The collation of personal information is fair and lawful.

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

25.3 We request full details of all party members on our Booking Form as a safety measure

whilst you are occupying the Property.

25.4 Please let us know if you would like your personal details to be removed from our database, after your Rental.

26. LAW

26.1 This contract and all matters arising out of it are governed by English law and shall be deemed to have been made in England. We both agree that any dispute, claim or other matter that arises out of or in connection with your contract will be dealt with by a court of competent jurisdiction in England.