

## Rue Caterine Booking Terms & Conditions

### Formation of Contract

- 1.1. Please make contact with us before making a booking to confirm availability. A provisional booking to reserve the cottage may be made via phone or email.
- 1.2. A binding contract will be made between the person who has signed the contract (you) and the owner (we).
- 1.3. The contract will be binding when we confirm in writing receipt of the signed booking form and a non-refundable 10% deposit.
- 1.4. For bookings made within eight weeks of the holiday the full remittance is required to form a binding contract.
- 1.5. If the booking form and deposit are not received within a week (or a longer pre agreed time) the provisional booking will no longer be valid, and the dates readvertised.

### 2. Authority to Sign

- 2.1. The person who signs the booking form certifies that he or she is authorised to agree the Booking Conditions on behalf of all persons included on the booking form, including any substituted or added at a later date. Changes in the composition of the party should be notified to us in writing.
- 2.2. The party leader must be a member of the party occupying the property and must be aged 21 years or over. Booking may not be accepted from parties of young people under the age of 21 years, or all-male or all-female groups.
- 2.3. We reserve the right to refuse or cancel a booking without giving any reason.

### 3. Payment

- 3.1. The balance including the security deposit must be paid eight weeks prior to the starting date of the holiday.
- 3.2. Failure to pay the balance on time will constitute a cancellation.

### 4. Price

- 4.1. The prices are given in Euros and are for weekly periods.
- 4.2. The houses are let fully furnished and equipped. The price for the property includes linen, towels, and reasonable gas, electricity and water usage.
- 4.3. Prices are subject to change without notice, but will remain fixed once a booking has been made.

### 5. Security Deposit

- 5.1. A security deposit of €300 per cottage is required to cover the cost in the event of any damages, breakages or loss caused by you or as a result of your actions.
- 5.2. If a satisfactory final report is received we will return your security deposit within one calendar month, or advise you of any reasonable delay.
- 5.3. Some damages may not be immediately obvious to the owner / caretaker upon your departure. The owner reserves the right to calculate damage noted in the property after your departure.
- 5.4. Should any or all of your security deposit be retained by the owner an itemised receipt will be sent upon completion of the rectification of the issue.
- 5.5. You are liable for the full value of damage, breakage or loss caused by yourselves and we reserve the right to claim compensation for any costs over and above €300.

### 6. Alterations / Cancellations by us

- 6.1. In this unlikely event, we will inform you as soon as possible, and, if requested we will try and arrange an alternative accommodation of a similar type and standard in the area.
- 6.2. If no alternative accommodation is available or acceptable, we will refund all monies paid and shall be under no other liability.

### 7. Cancellation by you

- 7.1. Any cancellation by you (for whatever reason), must be in writing, on paper or by email. The effective date of cancellation is the date we receive the written notification.
- 7.2. Cancellation charges are as follows:
- 7.3. More than 8 weeks prior to arrival date 10% deposit
- 7.4. Within 8 weeks of arrival date 25%
- 7.5. Within 4 weeks of arrival date 50%
- 7.6. Within 2 weeks of arrival date 80%
- 7.7. Less than 3 days 100%
- 7.8. If you secure a third party (acceptable to us), who will fulfil your booking commitment, we may waive your cancellation charges. However we must be informed at least a week in advance, and receive a new, signed booking form prior to the stay. The keys will not be released to anyone other than the party leader on the signed booking form we hold at the start of the holiday.

### 8. Your responsibilities

- 8.1. You must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same condition as you found them at the start of your holiday. Furniture is not to be moved between cottages, nor even between rooms in the same cottage.
- 8.2. The property owners reserve the right to make deductions from the security deposit for any unreasonable extra cleaning.

### 9. Number of people using the property

- 9.1. Only those named on the booking form may stay in the property without prior written agreement.
- 9.2. The maximum number of people stated in our advertising, including infants, may not be exceeded.
- 9.3. We reserve the right to terminate hire without prior notice and without refund if numbers are exceeded.

### 10. Access

- 10.1. We reserve the right for ourselves or our representative to be allowed reasonable access to the property to carry out urgent maintenance and / or inspection.

### 11. Behaviour

- 11.1. The person signing the booking form is responsible for the appropriate behaviour of all members of the party.
- 11.2. Smoking is not permitted in any part of the property. Evidence of smoking will incur an excess cleaning charge.
- 11.3. In the unlikely case of extreme and unreasonable behaviour by any member of the party, we or our representatives may use their absolute discretion to ask you and the full party to vacate the property. Unused days would be refunded on a pro rata basis.
- 11.4. Wildlife is protected and, aside from scorpions, is not to be damaged or killed.

### 12. Linen

- 12.1. Linen (including towels) is included in the price. This includes blue pool towels, which are intended for outdoor use in the pool area only, and should not be taken off the premises.
- 12.2. Linen is changed once a week.
- 12.3. When a cot is supplied by us this includes a flat sheet, a cot mattress sheet and a blanket in colder weather.

### 13. Swimming Pool

- 13.1. The swimming pool is not artificially heated and so is not open all year. Rental in low season will not have pool usage, and for mid season availability of the pool will be weather dependent – please check.
- 13.2. Access to the pool is through a gate from the street. The person who signs the booking form is responsible for ensuring this gate is kept locked at all times. As well as providing security this ensures compliance with the French swimming pool laws introduced to protect children under 6, which carry a maximum penalty of €45,000 for non compliance. If a fine is caused by any member of your party you are expected to pay it in a timely manner.

### 14. Social Events and Functions

- 14.1. Rental prices are quoted for a private rental of the property. If you are intending to organise a private function (e.g. a party, wedding, or other gathering) at the property you must seek prior permission from us.
- 14.2. The property must not be used for any commercial purposes.

### 15. Security and valuables

- 15.1. Valuables left at the property are left at your own risk. The property owners are not responsible for their loss, and we advise you to take appropriate holiday insurance.
- 15.2. You must keep all external doors to the property locked at all times, including to the outside spaces. Ground floor shutters should be closed at night and when the house is not occupied.
- 15.3. Loss and theft to our property caused by you leaving the property unlocked will be your responsibility and the value of objects removed or damaged will be kept from your security deposit.

### 16. Arrival and Departure

- 16.1. You must not arrive before 5pm on the start day of your holiday, except by prior arrangement in exceptional cases.
- 16.2. You must vacate the property by 9.30am on the day of departure.

### 17. Travel

- 17.1. The booking party is responsible for arranging transport to and from the property.
- 17.2. Cars must be left in public parking areas, or in the reserved parking in front of the castle gate, and we are not responsible for any loss or damage sustained to vehicles or their contents.
- 17.3. You are responsible for all travel documentation required by all members of the party (e.g. passports, driving licences, vehicle registration documents, green card, insurance, E111 etc.).

### 18. Information

- 18.1. While we make every effort to ensure that descriptions are accurate, we do not accept responsibility for errors contained therein or the results thereof. In signing that you accept these conditions you accept any minor differences between the photographs / texts used and the actual property that may arise.
- 18.2. The owners 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 the owners reserve the right to alter furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice.

### 19. Pets

- 19.1. Pets are not allowed. Children are.

### 20. Complaints

- 20.1. In the event that you are disappointed with any aspect of your holiday accommodation, please contact the owner or the caretaker in the first instance, who will try to solve the issue. Where this is not possible or satisfactory you should contact us, in France or in Canada or elsewhere.
- 20.2. Please do not wait until the end of your holiday to make a complaint, as this does not give us the chance to resolve it.
- 20.3. If the problem was not resolved to your reasonable satisfaction, you should put your comments to us in writing within 7 days of your return.

### 21. Liability of the Property Owners

- 21.1. We are not responsible for any loss, theft, injury or death except in case of proven negligence on our part.
- 21.2. We are not responsible for any loss, breach or delay due to any cause beyond our reasonable control including, though not limited to acts of God, explosion, tempest, earthquake, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of the government or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract as discharged.
- 21.3. In the event of discharge of our liability shall be limited to the return of the sums paid to us in respect to the unused portion of the holiday calculated on a pro rata daily basis, less an administrative charge of €50 to cover our reasonable expenses.
- 21.4. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems or cooking gas, nor for the failure of public utilities such as water and electricity.
- 21.5. We cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control.
- 21.6. We cannot accept responsibility for events out of our control such as bad weather, delays caused by carrier companies, or breakdown of domestic equipment.
- 21.7. Local wildlife is included in the price and is not optional. This includes the small scorpions found in the region.

### 22. Internet connection

- 22.1. Though we provide an internet connection our only local internet provider is famously unreliable, and we do not guarantee internet connectivity at any time during your stay.

**These terms are also available in a larger font on [www.ruecaterine.com/terms](http://www.ruecaterine.com/terms)**