

Rental Agreement

In the following clauses THE HIRER is the person signing the BOOKING FORM and includes all the members of the party occupying THE PROPERTY during the period of rental. THE PROPRIETORS are Denise and Gary Stephens and the PROPERTY is known as Le coin Perdu (Gîte No.1) and Le belle Chatainge (Gîte No.2) as per the booking request, Lagarde de Junhac.

1. THE PROPERTY is offered for holiday rental purposes only and no rental period shall exceed 12 weeks under this RENTAL AGREEMENT
2. THE PROPRIETORS undertake to provide THE PROPERTY, its fixtures, furnishings and equipment in a sound and clean condition and to not knowingly give false or misleading information about THE PROPERTY.
3. THE RENTAL PERIOD shall commence at 4pm on the arrival date and end at 10am on the departure date.
4. THE HIRER will not be entitled to occupy THE PROPERTY outside the RENTAL PERIOD.
5. The TOTAL RENTAL COST will be determined from the charges shown on AVAILABILITY TABLE.
6. To reserve THE PROPERTY, THE HIRER will complete and sign the BOOKING FORM and pay a deposit of 50% of the RENTAL COST. The balance of THE RENTAL is payable **4 weeks before arrival**. For a rental starting less than 6 weeks from the date of booking, the **FULL** rental cost is payable at the time of booking. A BOOKING will be deemed to be cancelled by THE HIRER if the deposit is not paid within 7 working days of making the booking.
7. In the event of CANCELLATION of the booking by THE HIRER, the PROPRIETORS will make every effort to relet THE PROPERTY and, if reletting is successful, all monies paid by THE HIRER to THE PROPRIETORS will be refunded. If the cancellation is made within twelve weeks of the start of the RENTAL PERIOD, the PROPRIETORS may deduct any expenses incurred in reletting. THE HIRER must notify THE PROPRIETORS immediately of cancellation and provide written confirmation.
8. If reletting is not successful the following scale of charges will apply:
 - a. Cancellation within 4 weeks of arrival no refund
 - b. Cancellation within 4 to 8 weeks 50% of the total rental cost will be charged.
 - c. Cancellation within 8 to 12 weeks 25% of the total rental cost will be charged.
 - d. Over 12 weeks notice of cancellation full refund of all monies paid.
9. THE HIRER is strongly advised to arrange comprehensive insurance to cover the costs of cancellation, health and personal effects of each member of the party, and personal liability.
10. Only those persons mentioned on the BOOKING FORM will be permitted to stay in THE PROPERTY. Any extra persons must be agreed with THE OWNERS.
11. THE HIRER agrees to be a considerate tenant, to take care of the furnishings, fixtures and equipment and to leave THE PROPERTY in a clean and tidy condition at the end of the rental period. In the event of there being any breakages, damage to or loss of furnishings, fixtures, equipment, machinery in the property or garden, and fabric of the building during the period of rental, THE HIRER will inform THE PROPRIETORS immediately so that replacement or repair can be effected as soon as possible. THE PROPRIETORS reserve the right to reclaim from THE HIRER the cost of such replacement and repair, fair wear and tear excepted.

12. THE PROPRIETORS will not be liable to THE HIRER for any temporary defect or stoppage of the supply of public services to THE PROPERTY nor in respect of equipment, machinery or appliances in the PROPERTY or garden; for any loss, damage, or nuisance suffered which is the result of adverse weather conditions, war or strike or other matters and events beyond the control of THE PROPRIETORS, nor for any loss, damage or inconvenience caused to or suffered by THE HIRER should THE PROPERTY be rendered unavailable or uninhabitable for all or part of the rental period as a result of circumstances beyond the control of THE PROPRIETORS.
13. THE HIRER agrees not to act in any way which may cause nuisance to residents of neighbouring properties.
14. Under no circumstances shall THE PROPRIETORS liability to THE HIRER exceed the amount already paid to THE PROPRIETORS for the rental period.
15. THE PROPRIETORS will not be liable to THE HIRER for any loss or damage to property nor any injury suffered when using the swimming pool facilities.
16. THE RENTAL AGREEMENT will be governed by English Law in every particular and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this RENTAL AGREEMENT may be brought in any court of competent jurisdiction in England.
17. This RENTAL AGREEMENT comes into force on the date shown in the correspondence confirming the booking sent by THE PROPRIETORS to THE HIRER.
18. A refundable deposit on arrival of 150 euros for any damages and returned on departure.