

Mas Vell Roure & Mas Du Canigou Holiday Villa

TERMS AND CONDITIONS 2009/10

- 1 Lettings are provisional until confirmed in writing by the Owner and are (unless otherwise stated) from Friday 4pm to Friday 10am. The Owner shall not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated.
- 3 The balance of the rent together with the security deposit is payable not less than 8 weeks before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. The Client will remain liable to pay the balance of the rent unless the Owner is able to re-let the property
- 4 In the event of a cancellation within eight weeks of the start of the rental period, a refund of the rental (excluding the deposit) will only be made if the Owner is able to re-let the Property.
Any expenses or losses incurred in so doing will be deducted from the refundable amount. Reservations made within 8 weeks of the start of the rental period require full payment at the time of booking
- 5 The security deposit of £1000 is returnable, usually within 2 weeks of the end of holiday, less any cost of breakages, losses etc. However, the sum reserved by this clause shall not limit the Client's liability to the Owner.
- 6 The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings, public liability etc, since these are not covered by the owners insurance.
- 7 The maximum number to reside in the property must not exceed the number advised to the Owner on the booking form, unless the Owner has given written permission.
- 8 The Client agrees to be a considerate tenant and to take good care of the property and to leave it in a clean and tidy condition at the end of the rental period. The Owner reserves the right to make retention from the security deposit to cover additional cleaning costs if the Client leaves the property in an unacceptable condition. The Client also agrees not to act in any way which would cause disturbance to those resident in neighbouring properties.
- 9 The Client shall report to the Owner or the Owner's agent without delay any defects in the property or breakdown in the equipment, plant, machinery or appliances in the property, including garden.
Arrangements for repair and/or replacement will be made as soon as possible.
- 10 The Owner shall not be liable to the client for :-
Any temporary defect or stoppage in the supply of public services, nor in respect of any equipment or appliance in the Property or garden.
Any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner
Any loss, damage or inconvenience caused to or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period, and in any such event, the Owner shall, within seven days of notification to the Client, refund all sums previously paid in respect of the rental period.
- 11 Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.
- 12 The Client must not bring any pets to the property. Clients with guide dogs are an exception but must get written permission from the Owner before bringing the animal to the property.
- 13 If the Owner's mattress covers are used instead of the sheets provided the full cost of washing and ironing will be charged to the Client. The towels provided are for house use only, if they are used for pool or the beach the full cost of washing and ironing will be charged to the Client.
- 14 The Client agrees to comply with the legislation concerning Swimming Pool Safety, particularly the use of the safety fence, and to completely indemnify the Owner for any fines that may be levied against the Owner for non-compliance with the legislation whilst the Client is renting the house.
- 15 This contract shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction.