

For the purposes of these Terms and Conditions "We" and "Us" means Paul Lowin and Miranda Llewellyn of 3b Glamorgan Road Hampton Wick Surrey KT1 4HS 1.

Agreement

1 These terms and conditions form the basis of the agreement between you and us for the holiday rental of Villa Grenouille ("the Property") together with all other conditions set out on the web site.

1.1 By making the Booking you agree that you are over 18 years of age and that you accept full responsibility for all payments due and/or the consequences of any actions of all persons who will use the Property during your holiday. You will be deemed to have read all the Booking Conditions and agreed to be bound by them.

2. Booking

2.1 We will confirm the booking on receipt of the booking form and a deposit of one half of the holiday rental fee ("the Deposit").

2.2 Once We have confirmed the booking from you and have received the deposit then an agreement exists between us on these terms and conditions.

2.3 We will accept a provisional booking and reserve the Property for your holiday provided that we receive the deposit from you within 5 working days.

2.4 If the rental is due to start within 6 weeks of the date of booking the total of the rental fee is payable at the time of booking.

2.5 No subsequent changes may be made to any part of the booking without our express written approval.

3. Final Payment

3.1 The balance of the rental fee less any deposit will become due 6 weeks before the start of the holiday.

3.2 In addition to the final 50% of the rental fee We require a deposit of £500 against any loss and / or damage caused by you or any of your party at the Property ("the Caution"). We will normally refund your Caution immediately when the manager informs us that the Property has been left in a reasonably clean and tidy state and that no loss or damage has occurred. We also reserve the right to make a deduction from this Caution in the event that you or your party use unreasonable or excessive metered water and / or electricity and / or gas. (In practice, this just means not leaving the air con on all day with the doors open, or leaving a tap running all the time) This Caution is also due 6 weeks before the start of your rental

3.2 Our prices do not contain V.A.T.

4. Cancellation

4.1 You may cancel your booking at any time provided you do so in writing to Us but you will remain liable for the full balance of the holiday rental fee, unless you cancel more than 90 days prior to the start date of your rental in which case you will remain liable for 50% of the rental fee. We will seek to re-let the Property for all or part of the booking period and, if successful, will refund the money paid by you less an administrative and re-advertising

charge of £140.00.

4.2 We reserve the right to re-let at a discount or for a shorter period in which case we will pay the refund or a proportion of it if the Property is re-let for a shorter period, less the discount and administration charge.

4.3 We do not operate any scheme of cancellation or travel insurance and you should obtain your own insurance cover for your holiday.

4.4 We reserve the right to cancel the booking at any time in the event of circumstances beyond our reasonable control or if in our reasonable opinion it is necessary to undertake essential works at the Property. In these unlikely circumstances We will refund in full all money received by Us for the booking. We will not otherwise be liable for any loss incurred by you as a result of the cancellation.

5. Change of Booking

5.1 We will endeavour to assist you in a transfer of a booking to an alternative date at your request and an administrative charge of £100 will be made in such a case in addition to any increased rent.

5.2 Changes cannot be accepted within one month of the start date of the holiday. If a change results in a reduction in the length of the holiday it will be regarded as a cancellation.

6. Occupation of the Property

6.1 You must not use the Property for any purpose other than that of a holiday.

6.2 The number of people staying in the Property must not exceed six (a baby in a crib may be permitted in addition) and the use of tents or sleeping in motor vehicles adjacent to the Property is not permitted.

6.3 You must not use the Property for any activity or in such a way as to cause nuisance or annoyance to neighbours.

6.4 You and your guests must comply with any reasonable regulations relating to the Property and the domaine within which the Property is situated.

7. Your Obligations

7.1 You agree to keep the Property and its contents in the same condition and repair as on your arrival at the Property and to pay to Us upon written demand any costs incurred in making good any loss or damage to the Property or its contents caused by your action or omission or that of any guest or animal accompanying you.

7.2 No pet is permitted at the villa (guide dogs or hearing dogs are excepted)

7.3 You must allow anyone authorised by Us to enter the Property during the holiday. We will endeavour to give you reasonable notice of such a visit except in an emergency when immediate access must be allowed.

7.4 You must ensure that the Property is left in a clean and tidy condition on your departure at the end of your holiday. We may make a charge for any additional cleaning if this is considered necessary by Us or Our representatives.

8. Our Right to Refuse/Terminate

8.1 We reserve the right to refuse any booking.

8.2 We reserve the right to terminate this Agreement and ask you and your guests to leave immediately if this is deemed necessary by Us as a result of your behaviour or that of your guests or any other material breach by you of the terms of this Agreement.

9. Arrival and Departure

9.1 The holiday rental period begins at 5.00pm on the first day of the booking period and ends at 11.00am on the day of the departure. If your stay extends beyond this period you may be subject to a charge for the additional days. All rentals are FRIDAY to FRIDAY unless otherwise agreed by Us in writing.

10. Description and facilities

10.1 We will endeavour to inform you at the time of booking of any changes to the web site description of the Property. We do not accept any liability for any works or activity of any sort occurring on the premises adjoining or neighbouring the Property.

11. Tenancy

11.1 This Agreement is for the purposes of a holiday rental only and does not create the relationship of Landlord and Tenant between you and Us. You will not be entitled to a tenancy or to any other form of statutory security of tenure as a result of this Agreement.

12. Complaint

12.1 If you have any cause for complaint during your holiday at the Property please notify the manager who will make all reasonable efforts to assist and resolve the issue. We will not normally make any refund or recompense in respect of a complaint made after departure if the complaint was not made known to the Manager during the holiday rental period.

13 Lost Property

13.1 We shall not be responsible for loss or damage to any of your belongings or for any injuries sustained by you or any of your guests unless caused by our negligence or default. The Property is built on a hillside, and there are consequently some places where it is possible to fall. Whilst We have fencing to minimise the risks, and a pool alarm, children should be supervised at all times especially in or near the pool. We advise against leaving very young children unsupervised at any time.