

# Cognac Cottages Rental Contract

## Terms and Conditions (2019-2020)

The property known as **Les Vignes (The Vines), 1, Rue des Trois Cornieres, Merignac, Charente, 16200, France**, ("the Property") is offered for Self-Catering Holiday Rental subject to confirmation by Monica Moriyasu and Warren Brown ("the Owner") to the renter ("the Client").

### Reservations:

Client enquiries to reserve the Property are to be made by E-mail to the Owner at ([info@cognaccottages.com](mailto:info@cognaccottages.com)), or through any other Agency at the Clients expense.

Once the reservation request has been confirmed by the Owner, the Client must complete and sign the Booking Form and acceptance of Terms and Conditions ("the Contract") and return them to the Owner with the other documents listed below.

A reservation made more than 8 weeks prior to occupation of the Property will require a deposit of 25% of the Total Rental Amount. The balance of the rental PLUS Extra Charges will be due 8 weeks prior to the occupation of the Property, as stated/dated on the Booking Form.

If a reservation is made less than 8 weeks before occupation of the Property, payment of the Total Rental Amount PLUS Extra Charges will be payable at confirmation of the reservation.

A photocopy of the Clients Passport or Legal photo ID with their image, name, Date of Birth and Signature that is the same as the signature on the Rental Agreement, will be provided to the Owner at the time of booking and paying the Deposit/Total Rental Amount.

The Client will furnish a Bank Deposit Slip for the purposes of electronic reimbursement of any outstanding funds (under certain conditions detailed elsewhere in this document) and/or the return of the Damage/Security Deposit (within 14 days of the Clients departure date under conditions

detailed elsewhere in this document), and in the case of cancellation of the Reservation, a return of the Extra Charges.

The Owner will e-mail confirmation of receipt of the documents to the Client. This will serve as a receipt for the booking.

**Cancellation:**

The Owner reserves the right to cancel in writing (including E-mail) any reservation that does not meet the payment deadline. Any Funds paid will be forfeit by the Client.

If the Client cancels the reservation before the Total Rental Amount is due to be paid at 8 weeks prior to occupation of the Property, they will forfeit the Deposit of 25%.

If the Client cancels the reservation after having paid the full amount and the cancellation is within 8 weeks prior to occupation of the Property, they will forfeit the Total Rental Amount. Any Extra Charges paid will be returned to the Client.

**Re-renting:**

If the Owner is able, within the 8 week period after a cancellation by the Client who has paid the Total Rental Amount, to re-rent the Property for a period of time, the Owner will reimburse the Client for the time re-rented, minus a 25% deposit and any other reasonable expenses incurred in the re-renting of the Property. Any Extra Charges will be returned to the Client.

That being said, the Owner is under no obligation to re-rent the Property to fulfill a reimbursement to the Client, following a cancellation within the 8 week period.

**Chargeable Expenses:**

Any chargeable expenses during the rental period must be settled locally with the Owners prior to the Clients departure.

### **Advisory of Vacation Insurance:**

The Client is strongly advised to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for personal belongings and public liability, as these are not covered by the Owners insurance.

### **Matters beyond the Owners Control:**

In the unlikely event that the Owners are forced to cancel the Clients booking due to serious sickness or other matters beyond the Owner's control, the Owners will advise the Client as soon as possible and will endeavor to offer the Client alternative accommodation of the same or better value at no extra cost. If this is not possible, the Owners will give the Client a complete refund of all monies paid by the Client and the Owners will have no further liability.

### **Extra Charges:**

#### **Damage/Security Deposit:**

A security deposit of 500 € ("the Security Deposit") is to be paid at the same time as the Total Rental Amount. However, the sum reserved by this clause shall not limit the Clients liability to the Owners.

The Security Deposit held by the Owners will be applied against cleaning, repair or replacement caused by means other than usual wear and tear during the Client's rental of the Property. Pending a satisfactory inspection and a full inventory completed, the Security Deposit will be returned within 14 days of Clients departure date. A Deposit Slip is required as per the clause under 'Reservations'.

#### **Cleaning Fee**

A 25 € cleaning Fee is to be paid with the Final Rental Payment

#### **Taxe de Sejour:**

A Taxe de Séjour of 1 euro per person, per night, is collected on behalf of the local Commune. This is to be paid with the Final Rental Payment.

**Inventory:**

An inventory list is in the Welcome Folder. The Client has 24 hours following the time and date of occupancy of the Property to dispute any inventory, otherwise it is assumed that the inventory is correct. No dispute will be accepted after this period.

**Rental Period:**

The rental period for the Property shall commence no earlier than 4.00 pm on the first day and no later than 8.00pm. The rental period finishes at 10.00 am on the last day of the Client's rental period ("the Departure Time").

The Owners shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation of the Property or any part thereof after the Departure Time) unless previously agreed with the Owners)

If the rental period is shortened by the Client for any reason, the Total Rental Amount will not change and there will be no refund to the Client.

**Overtime:**

Clients will be met at the Property at a time agreed upon with the Owner, between 4pm and 8pm on the day of arrival. A charge of 20 euros cash, per hour or part thereof, will be charged for waiting time at the rental property over and above any pre-arranged meeting time. In this and every case, telephone contact between the Owner and the Client is mandatory in case of legitimate emergency for either party.

**Children:**

We do not accept children as guests.

**Clients and Guest Party:**

The maximum number of persons to reside at the Property is 6 persons in 3 x double beds.

There will be no extra persons accepted, and any contravention of this policy will result in the Clients being asked to vacate the property immediately with forfeiture of all funds paid.

### **Use of Facilities:**

Facilities at the Property are only to be used by the Client and those forming the Client's party and who are each staying in the Property as authorized guests ("the Guest Party").

Please seek prior approval from the Owners should you expect external guests during the day. No persons other than those in the registered Guest Party shall stay on the property at night. (See previous clause)

The Client is responsible for all members of the Guest Party residing at and/or using the facilities of the Property.

The Property is cleaned and checked before any Clients arrival. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in the same condition as they received it, at the end of the rental period.

The Owners reserve the right to make retention from the Security Deposit to cover additional cleaning cost if the Client leaves the Property in an unacceptable condition or damage is discovered.

### **Cleaning Services (Extra)**

Cleaning services can be arranged at the request of the client during their tenure, with a minimum of 60 euros being charged per 3 hours or part thereof, visit. In this case, the property must be left by the Clients in a state that allows for ease of movement and minimal interference of guest's personal belongings, by the cleaning personnel.

The above charge does not in any way invalidate the damage clause and does not limit the Client's liability to the Owners should there be any damage to the Property, fixtures or fittings.

**Expected Behaviour:**

The Client agrees not to act in a way which would cause disturbance to neighboring properties, to observe at all times the local laws and not to conduct any unlawful activities at the Property. The Owners reserve the right to require any Client or member of the Guest Party deemed to be acting in an unreasonable or unlawful manner, to immediately leave the Property.

**Damage or Defects:**

The Client shall report to the Owners without delay any defects in the Property or breakdown in the equipment, plant machinery or appliances in the Property, and arrangements for repair and/or replacement will be made as soon as possible.

Complaints regarding any defective or non-functional aspect of the Property or its facilities cannot be accepted upon or after the Client's departure.

Any damage or breakage as a result of careless use of or mistreatment of any item in the Property will be charged to the Client.

The Client undertakes to allow maintenance personnel, cleaning staff and the Owners reasonable access to the Property during the rental period for the purpose of repair and maintenance.

The Client and the Guest Party and any guest of the same shall use the Property entirely at their own risk and the Owners shall not be responsible for any loss, damage, injury or death.

**Liability:**

As with many old properties in France there are stairs, steps and changes of floor levels at the Property and the Owners shall not be liable to the Client for any damage or injury resulting from these. Caution is advised always.

Client's personal belongings (including motor vehicles) left in or around the Property are entirely at Client's own risk, and no responsibility will be accepted by the Owners for any loss or damage thereto.

The Owners shall not be liable for any personal injury, loss or damage whatsoever caused as a result of the use of any barbecue, umbrella, collapsible seating or other equipment left at the Property for use by the Client and their guests during the rental period.

### **Household Supplies:**

Linen for each persons will be provided for the duration of the rental period (a supplementary charge will be imposed for additional linen requests). Neither linen/towels nor any fixture and furnishing from the Property are to be taken off the Property.

Following our inventory, any shortfall of linen/towels or any other product or facility provided for the Client's use during the rental period shall, following Client's departure, be invoiced accordingly and/or retained from the Security Deposit.

Do not use the bath towels for swimming.

Any damaged or unduly stained linen/towels will be replaced at the Clients expense.

### **SunScreen:**

Persons using sunscreen MUST shower before getting into bed. Sunscreen stains bed linens and towels, yellow. These will be replaced at the Clients expense.

### **Exceptional Circumstances:**

Personal outdoor equipment and games such as Frisbees, badminton or any ball handling activities etc should not be played on the property. Damage resulting from disregard of this policy will be charged to the Client.

No glasses or china are to be taken onto or used on the Patio. Plastic water and wine glasses and dinner plates are provided. Any glass or china

breakages on the patio are in contravention of this agreement and will result in the forfeiture of the entire Damage Deposit.

Wine bottles must be used with great care on the Patio. Any broken bottles must be reported to the Owners immediately for the appropriate clean-up.

### **Smoking:**

Smoking on the property is not permitted AT ALL. This includes but is not limited to cigarette, Vaping, pipe, cigar smoking. Contravention of this clause will result in the retention of the Damage Deposit in full, and any further costs involved in cleaning/removing the smell of smoke from fabrics/furnishings over and above the Damage Deposit value will be charged to the Client.

### **Strictly NO PETS.**

### **Conditions of Use of Appliances and Extra Seasonal Charges:**

Winter (November 1<sup>st</sup> through April 30<sup>th</sup>) letting rates will include water, but electricity, and use of the Fuel oil central heating system will be charged based on consumption (meter reading).

When using the Pellet Burner, the Client must have prior knowledge of this equipment or ask for and receive full instruction from the Owner as to its use. The costs associated with repairing any damage to these Appliances, their surrounds or in the case of fire outside of the boxes, will be borne in full by the Client.

Using the Pellet Burner before November 1<sup>st</sup> is not authorized and the Client will forfeit the damage deposit if the appliances are used.

Clients will be charged for use of Pellets for Pellet burners. Clients must not bring their own products to be used in these appliances.

Clients must always keep pellets in the hopper. Burner will cease to operate with an empty hopper and will need to be reset by the Owner.



**Letting rates:**

Water, electricity and Pellets (in winter) are included in the letting rate.

**Sanitation:**

Only Human Waste and Toilet Paper are to be flushed in the Toilet. Thick wads of toilet paper will clog the pipes. Use only the 2 x ply toilet paper supplied, on the property.

Do not flush any sanitary napkins, tampons, baby's nappies/wipes or facial wipes down the toilets. Disposal of those items belong in the trash receptacle supplied in the bathrooms. Any damage caused to the toilet or waste water systems or the functioning of the same by a failure to adhere to the above guidelines may result in a deduction from the Security Deposit or additional claims being made against the Client if the value of remedial works exceeds the value of the Security Deposit.

**Bathrooms:**

Hair Dyeing is not permitted.

When the supplied products have been used up, the Client must provide their own.

Use only the cleaning products supplied for the bathrooms.

**Cooking:**

Clients must use the extractor fan while cooking.

Deep or shallow frying (more oil/fat than lightly 'coats' the cooking surface of the pan) is prohibited and is a Fire Risk.

Only use the pots and pans supplied for the appropriate purposes of cooking.

Use only the cleaning products supplied.

**Shoes:**

Shoes worn outside are not to be worn inside the house.

**Insurance**

The Client and the Guest Party at the Property must not do anything or permit anything to be done that would or may result in the insurance of the Property becoming void or voidable or the premium being increased. The right to use the Property may be revoked by the Owners with immediate effect before the end of the rental period, giving the Client notice in the event of the Client being in serious breach of the terms of this agreement. All monies paid will be forfeit in this case.

**Public Services:**

The Owners shall not be liable to the Client for any temporary defect or stoppage in the supply of public services to the Property including any loss, damage, injury or death that is the result of adverse weather conditions, fire, riot, strikes, war or other matters that are beyond the control of the Owners.

**Unforeseen Circumstances:**

In the event of loss, damage or inconvenience caused or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period, the Owners shall refund, within two weeks of notification to the Client, all sums previously paid to the Owners for the rental period.

In the event of the booking being cancelled or altered by reason of force majeure (which includes adverse weather conditions, fire, riots, strikes, wars, and Acts of God) or other events outside the Owners' control, the Owners cannot accept any liability.

**WIFI and Electronic Equipment:**

Wi-Fi is provided free of charge and very occasionally the ADSL connection is reset by the provider and can be down for some time. This is beyond the Owner's control.

The Owners cannot accept any responsibility for loss or lack of a stable internet connection. WIFI coverage extends throughout the houses. Please bear in mind that due to our rural location, the maximum available internet speed will be reduced dependent on the number of users at any one time.

The electronic equipment must not be altered, adjusted or interfered with in any way and if any of the hardware is found to have been tampered with causing a malfunction or interruption to the system or to internet services, the Security Deposit will be forfeit.

The Owners cannot be held liable for any loss of service including the inability to dial the emergency services due to loss of service. Any loss of electronic services is outside of the Owners' control. However, every effort will be made to ensure full services are maintained.

The Property is 'elderly' with thick stone walls which also can disrupt the signal from time to time depending on which part of the Property the Client and their guests are in and if the signal may be bad in one room, it may be good in another.

### **Modification of a Substantive Element of the Contract**

If, before the declared date of commencement of the stay, the Owners find themselves obliged to change one or more of the key elements in this Contract, the Client may, after receiving notification from the Owners in writing, terminate their contract and receive without deduction, an immediate refund of all sums paid, if the conditions are unacceptable to the Client.

### **Modification to the Property:**

The Owners reserve the right to make changes to the interiors and/or exteriors of the Properties between the time of accepting the Client's booking and the date of the Client's rental period.

The Owners reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which they believe will not be to the detriment of the Clients overall holiday experience and which will not increase the price.

Every effort has been made to ensure that the description of the Property is accurate.

**Rights:**

Under no circumstances shall the Owner's liability to the Client exceed the Total Rental Amount or, if less, the Total Rental Amount paid by the Client to the Owners.

This contract has been freely negotiated and shall be recognized as the entirety of the agreement between the Owners and the Client and each member of the Guest Party. Only those changes or modifications to the Contract that have been specifically placed in writing, attached, dated and signed by the Client and the Owners, will be accepted. No person who is not a party to this Contract shall have any rights under or in connection with it.

**Advertising and Reviews:**

From time to time the Owner would like to publish a Clients or member of the Guest Party's comments on their websites and advertisements. Unless otherwise requested/noted, the Owners will assume the Clients et al have no objection to this.

**Conditions of Contract:**

This contract shall be governed by French Law in every particular including formation and interpretation and shall be deemed to have been made in France. Any proceedings arising out of or in connection with this Contract may exclusively be brought in any court of competent jurisdiction in France and the parties to the Contract hereby waive and revoke any rights to commence or pursue proceedings in any other forum or jurisdiction.

If any provision or part of the Contract is or becomes invalid, illegal or unenforceable then it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible then the relevant provision or part thereof shall be deemed deleted. Any modification or deletion of a provision of part-provision under this clause shall not affect the validity and enforceability of any other part of the Contract.

The Client is deemed to have read and accepted these Terms and Conditions by signing below, completing the Booking Form, furnishing Formal Identification, a Deposit Slip and by paying a Deposit (or the Total Rental Amount) to the Owners to complete the reservation process.

The Client must initial each page and sign below.

I, the undersigned (Renter), have read and agreed to the above Terms and Conditions of Rental for the property at:

1, Rue des Tres Cornieres, Merignac, Charente, 16200, France

Name: (Print)

.....

Signature: .....

Date: ...../...../.....