

Terms & Conditions / Rental Contract

1. YOU

1.1 In these Terms & Conditions, "you", "your" and "your party" means all persons named on the booking form including anyone who is added or substituted by mutual agreement with us at a later date.

2. US

2.1 In these Terms & Conditions, "we" "us" "our" refers to www.cottagesinbrittany.net & / or the individual gîte owner(s) named as the payee(s) on the booking form & / or their designated local manager(s).

3. GITE

3.1 In these Terms & Conditions, "gîte(s)" means the holiday / vacation rental property, including its grounds, as named on the booking form, or any substituted by mutual agreement with us at a later date.

4. BOOKING

4.1 Bookings can be requested by email, by telephone, by website enquiry forms or via our online booking links.

4.2 Subject to availability, a reservation letter will be emailed to you following a booking request.

4.3 Price for the gîte rental, whether requested in euros or sterling, will be those confirmed on the reservation letter; we reserve the right to correct errors in any advertiser's prices by means of the reservation acceptance letter.

4.4 Both the reservation letter and the e-booking form are sections of your rental contract with us. These terms and conditions are linked to and are an integral part of the e-booking form, you are deemed to have read, understood and agreed to them, by emailing us your completed e-booking form.

4.5 On receipt of your completed e-booking form we will hold the dates for 5 days pending receipt of the deposit.

4.6 Failure to pay the deposit will result in the booking being void and the dates will be re-advertised as available.

4.7 On receipt of both the completed e-booking form and deposit payment a confirmed booking will exist.

4.8 The final balance is payable 6 weeks before your arrival date, failure to pay will result in the booking being cancelled.

4.9 Bookings requested within 6 weeks of arrival are payable in full upon acceptance, unless otherwise agreed in writing.

5. THE RENTAL PRICE INCLUDES

5.1 Furnished gîte accommodation, equipped for the number of guests stated on the e-booking form.

5.2 Unrestricted access to the gîte from 16:00 on your day of arrival until 10:00 on your day of departure.

5.3 Utility costs.

5.4 Bed linen supplied and beds made on arrival, for each bedroom booked.

5.5 Kitchen towels, tea towels, oven gloves and bath mats.

5.6 Reasonable change-over preparation of the gîte (for guidance refer to section 9).

5.7 Local taxes.

5.8 Use of our Brittany Ferries discount code for your travel to and from the gîte.

6. THE RENTAL PRICE EXCLUDES

6.1 Charges for international bank transactions : transfers should be processed with fees payable by you.

6.2 PayPal or Easy Book fees : 5% will be added to our gîte rental prices to cover these charges.

6.3 Security deposit (refer to section 7).

6.4 Bathroom towels : if required towel sets can be selected as an optional extra.

6.5 Travel cot with bedding, plus highchair : baby equipment is available as an optional extra.

6.6 Cleaning, over & above change-over preparation : an optional end of stay cleaner can be pre-booked.

7. SECURITY DEPOSIT

7.1 The security deposit requested by us will be detailed on the reservation letter, and is payable in advance.

7.2 The security deposit will be returned to you within 14 days of departure, unless replacements or repairs to the gîte and its contents are required which cannot be costed within that period.

7.3 We reserve the right to make deductions from the security deposit, including:

(i) any charges due under section 6 that have not been pre-paid by you;

(ii) loss of, damage to, or breakage of : keys, locks, keysafes, fixtures, fittings, furniture, sanitary-ware or garden equipment, during your stay, equal to the invoiced cost of repair &/or replacement of the item(s) including associated labour &/or delivery charges;

(iii) item(s) listed on the equipment inventory that are lost, damaged or broken and not replaced by you;

(iv) excessive end of stay cleaning above normal changeover preparation, if an optional cleaner has not been booked;

(v) misuse of the fosse septique or the wood burner resulting in charges to us by outside agencies;

(vi) unreasonable call outs by you or local managers resulting in charges to owners who are not on-site;

(vii) waiting time charged by our change-over team due to your late departure on the final day, see 5.2;

7.4 If any deductions under clause 7.3 are necessary, we will provide an itemised breakdown of the charges applied.

7.5 Please note payment of the security deposit does not limit your liability to us, including consequential damage – we strongly suggest you ensure your insurance covers any such liability.

8. CANCELLATION AND CURTAILMENT

8.1 Non-payment of the final balance by the due date, as per clause 4.8, will result in the booking being treated as having been cancelled by you.

8.2 Cancellation by you 43 or more days before your arrival date will result in you forfeiting your deposit payment which is strictly non-refundable and non-transferable.

8.3 Cancellation by you 42 or less days before your arrival date, or curtailment by you after arrival, will be charged at the full booking cost.

8.4 In the very unlikely event of the cancellation of a reservation by us prior to your arrival, we will let you know as soon as this becomes necessary and offer you the choice of a full refund within 7 days or alternative gîte accommodation, if available.

8.5 In the very unlikely event of curtailment by us of a booking in progress, not due to clauses 10.2 or 10.3, we will offer you the choice of a pro-rata refund or alternative gîte accommodation, if available.

8.6 Notice of any cancellation shall be made by email to the address used for the reservation letter and e-booking form.

9. YOUR RESPONSIBILITIES

9.1 You are expected to leave the gîte accommodation, including the furniture, fittings, facilities, equipment and grounds in the same general state of repair and condition as at the commencement of the rental. If you prefer a hotel type check-out, or due to travel arrangements you will have insufficient time to leave the gîte in good order, an optional end of stay cleaner can be pre-booked.

9.2 Proper care must be taken of the gîte and its contents, doors and windows should be closed and locked when you are not in the accommodation or the grounds.

9.3 Any defects to the property or breakdown in the equipment or appliances should be reported immediately. Arrangements will be made for repair or replacement as soon as is reasonably possible.

9.4 Any items listed on the inventory inside the gîte information pack but missing or damaged on your arrival should be reported immediately. A replacement will be provided as soon as is reasonably possible.

9.5 You will be responsible for replacing or paying for any breakages, loss or damage to the property not reported within 24 hours of your arrival &/or caused during your occupancy; including replacement of keys.

9.6 As is common throughout most of rural France, the gîtes are serviced by fosse septiques. It is absolutely critical that (apart from bodily waste) nothing other than toilet paper is flushed down the WCs.

9.7 For the comfort of all guests, smoking is strictly forbidden inside the gîte accommodation and ashtrays are used by smokers choosing to smoke in the grounds. Note: picking up dog-ends is not part of normal change-over preparation!

9.8 Parents are responsible for the entertainment, supervision, well-being and behaviour of their children and the person completing the e-booking form accepts responsibility for the actions of their entire party.

9.9 We recommend you hold comprehensive travel insurance to cover unforeseen changes to your plans, breakdown of your vehicle, and your liability should you cause damage to the gîte, including consequential losses by us.

10. PEOPLE USING THE PROPERTY

10.1 Only the guests recorded as members of your party on the booking form may use the gîte.

10.2 We reserve the right to refuse entry or terminate rental of the gîte without prior notice and without refund or compensation if the number of guests stated on the booking form is exceeded, the age of a child has been misrepresented, or an undeclared pet has accompanied you.

10.3 We reserve the right to terminate rental of the gîte without prior notice and without refund or compensation should a member of your party deliberately damage the gîte or cause unreasonable, serious or continual annoyance or disturbance to other guests or to occupants of neighbouring properties.

10.4 We will give you advance notice of any pre-scheduled visits by our keyholders, gardeners or cleaners.

10.5 We, our representatives or utility companies must be given access to the gîte if urgent maintenance is required.

11. SECURITY AND VALUABLES

11.1 Valuables and personal property kept inside a gîte and vehicles parked outside are at your own risk.

11.2 Personal belongings, left behind by you after your stay, will be stored by us for one month pending you contacting us to request their return and advance payment of postage costs. Items not reclaimed will be disposed of after the specified period.

11.3 If essential items of identity (passport, driving licence etc) are left behind by you after your stay, we will attempt to contact you as soon as possible after your departure to enable you to return to the gîte to reclaim them or to make appropriate alternative arrangements for their recovery.

12. INFORMATION PROVIDED

12.1 We reserve the right to make modifications to the property specification that are considered necessary in light of local operating requirements.

12.2 In the interest of continual improvement we reserve the right to alter furniture, amenities, facilities, either advertised or previously available, without any prior notice.

12.3 We aim to provide as much information as possible to assist you in choosing the appropriate gîte and to ensure that you get the most from your stay, however, please be aware that these opinions are based on our personal preferences, or those of previous guests where relevant, and do not form part of the contract.

13. EXCLUSIONS

13.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of the gîte.

13.2 We cannot be held responsible for the failure of public utilities such as water and electricity.

13.3 We cannot be held responsible for delays, cancellations or curtailments due to industrial action, traffic problems, adverse weather conditions and other events beyond our control which may affect your booking.

14. PET POLICY

14.1 These gîtes are not currently suitable for guests wishing to bring pets on holiday with them.

14.2 Subject to availability, an associated gîte nearby, Le Grenier, where pets are welcomed will be offered as a substitute to any guests wishing to bring pets on holiday. Details can be seen here: www.legreniergitebrittany.co.uk

14.3 Under no circumstances will category 1 or 2 'dangerous dogs' as defined in France be accepted at any gîte.

Bookings for self-catering gîte rentals are accepted and administered by www.cottagesinbrittany.net on behalf of individual property owners. These terms and conditions detail our commitments to each other and form your contract with us. In the event of a dispute the contract will be governed by English law and will be subject to the jurisdiction of the Courts of England and Wales. www.cottagesinbrittany.net is a trading name of Access McClures Ltd.