

Terms & Conditions / Rental Contract

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 French law and will be subject to the jurisdiction of the French Courts

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.

US

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

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.

BOOKING

4.1 Our rental price, whether in euros or sterling, will be confirmed on our response to your booking request along with the amount of booking deposit required and the final balance due date; we reserve the right to correct errors in any advertiser's prices at this point.

4.2 These terms and conditions are linked to and are an integral part of our e-booking form; you are deemed to have read, understood and agreed to these terms and conditions by emailing us a completed e-booking form.

4.3 Bookings whether requested by email, telephone, via advertisers enquiry forms or by direct online reservation are subject to the requested dates still being available at the point when we receive a completed e-booking form from you.

4.4 We will email our acceptance of your booking and provisionally hold the reserved dates for 3 days from receipt of your completed e-booking form pending payment of your booking deposit.

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

4.6 When both your completed e-booking form has been accepted by us and your booking deposit payment has been received by us, a confirmed booking will exist and we then will email you a receipt.

4.7 The rental price will be fixed when your booking is accepted, any subsequent rate amendments will not affect the price of a confirmed booking.

4.8 The final balance is payable six weeks before your arrival date.

4.9 Bookings requested within six weeks of arrival are due for payment in full upon acceptance.

OUR 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, subject to reasonable usage.

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.

5.7 Local taxes.

5.8 Use of our Brittany Ferries discount code, on request, for travel between UK and France.

OUR RENTAL PRICE EXCLUDES

6.1 Charges for International Bank Transfers : transactions must be processed with all fees payable by you.

6.2 PayPal : if you choose this payment method, 5% will be added to each payment made using paypal to cover service fees.

6.3 Advertisers Commissions : if you choose to book one of our gîtes via an instant booking facility offered by an advertiser, in addition to our rental price the final balance due will be increased by the advertiser's commission charged. We will confirm this amount in our booking acceptance email.

6.4 Security bond : please refer to section 7.

6.5 Bathroom towels.

6.6 Travel cot with bedding, plus highchair.

6.7 Excessive cleaning.

6.8 Unreasonable use of utilities (electricity, bottled gas & water) : well in excess of the average consumption for the property and the season.

6.9 Electricity consumed during reduced rate rentals monthly in low season : to be charged at cost following meter readings.

SECURITY BOND

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

7.2 The security bond 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 necessary deductions from the security deposit, including:

(i) any charges due under section 6 which 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 labour &/or delivery charges;

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

(iv) removal and disposal of your household waste;

(v) excessive cleaning over and above normal changeover preparation, or beyond the standard time allocated if optional end of stay cleaning has been pre-booked;

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

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

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

(ix) abnormally high utility costs incurred during your rental.

7.4 If any deductions under clause 7.3 are applied, we will provide a breakdown of the costs incurred.

7.5 Note payment of the security deposit does not limit your liability to us, including consequential damage

CANCELLATION AND CURTAILMENT

8.1 Non-payment of the final balance by the due date, will result in the booking being treated as 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 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 unlikely event of us having to cancel your booking 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 seven days or alternative gîte accommodation, if available.

8.5 In the unlikely event of us having to cut short your booking whilst you are staying at the gîte, 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.

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.

9.2 You are expected to take proper care of the gîte and its contents. When you are out, doors and windows must be closed and locked, woodburners shut down and room heaters turned to low. Taps and gas rings must be turned off when not in use. Bagged household waste must be disposed of in communal roadside bins, not left in the gîte.

9.3 Your discovery of defects to the property, breakdown of equipment or appliances, or items listed on the inventory but missing on arrival should be reported immediately. Arrangements will be made for repair or replacement as soon as is reasonably possible.

9.4 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.

9.5 As is common throughout most of rural France, these gîtes are serviced by fosse septiques. It is absolutely critical that (apart from bodily waste) nothing other than toilet paper and appropriate cleaning fluids are flushed down the WCs; and cooking oils, fats and grease are not poured down sinks.

9.6 For the comfort of all guests, smoking is strictly forbidden inside the gîte accommodation, ashtrays are provided for smoking in the grounds.

9.7 If you use Wi-Fi provided by us to access the internet, you undertake not to access illegal sites or carry out any illegal activities. You also agree not to use our internet connection for any type of file sharing, and to indemnify us against breach of copyright by you under French law.

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 strongly recommend you take out comprehensive insurance to cover unforeseen changes to your holiday plans, breakdown of your vehicle, and your liability to us should you cause damage to the gîte, including consequential losses that impact on subsequent pre-existing bookings.

PEOPLE USING THE PROPERTY

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

10.2 We reserve the right to refuse entry or terminate rental of the gîte without prior notice, 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 unauthorised pet has been brought on the premises.

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, commit an illegal act in 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 scheduled visits by our keyholders, gardeners or cleaners.

10.5 We, or our nominated contractors, utility companies and emergency services must be given access to the gîte if urgent maintenance or emergency assistance is required.

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 their discovery, to enable you to return to the gîte to reclaim them or to make appropriate alternative recovery arrangements.

INFORMATION PROVIDED

12.1 We reserve the right to make modifications to the gîte 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 prior notice.

12.3 We aim to provide as much information as possible to assist you in choosing the appropriate gîte, 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.

12.4 Your contact details will not be sold on by us for commercial use by other parties.

12.5 We will provide your contact details to the ferry company if you request use of our discount code.

12.6 We will provide the relevant authorities with your details in event of an emergency, or breaches of clauses 9.7 or 10.3.

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 faults or outages of public utilities such as water, electricity, telephone and adsl.

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.

13.4 Under no circumstances will our liability to you exceed the total you have paid for your gîte rental.

PET POLICY

14.1 Pets are not accepted.