

TERMS & CONDITIONS – GÎTE RENTAL

Please take a moment to read the following terms and conditions before you send us your complete your booking.

GÎTE DE MONTCABIROL TERMS & CONDITIONS

**Booking information**

The price for rental of each gîte is per week and includes bed linen and towels. The price excludes Taxe de Séjour, which is a tourist tax of 2.5% payable by guests per person per night for occupants aged 18 and over. This tax, plus a refundable security/damages deposit of 250 € must be paid one week before your arrival.

**To secure your g**î**te**

To reserve your gîte, please first check availability and price (either via the website, by email or phone). Then read the Terms & Conditions, complete the online booking form, and send it to us (by email or post), together with the initial non-refundable deposit (25% of the total rental due) or full payment, if booked within 8 weeks of arrival.

Following receipt of the booking form and deposit, we will send you a confirmation email. This is the formal acceptance of the booking.

Direct transfer payments can be made to either our French or UK bank accounts in euros or Sterling equivalent. Alternatively, payment can be received through PayPal.

**Full Payment**

Full payment is due no later than 8 weeks before the arrival date. If this is not received by the due date, we reserve the right to seek an alternative booking, and cancellation charges will be implemented.

Time of arrival is after 16.00 on Saturday (or another day by prior agreement). If you need to arrange a time before, please contact us in advance. Our check-out time is 11.00 on your day of departure, to enable us to prepare for our next guests.

We request that you bring your own swimming towels but if you prefer these can be supplied at a cost of 5 € per towel.

**Accessibility**

If you require step-free access or have any other accessibility requirements, please get in touch. We will be happy to discuss how we can best accommodate you.

**Terms & Conditions**

Gîtes de Montcabirol are available for self-catering accommodation rental from Richard and Katie (the Owners) to you the renter (the Client) named on the booking form.

Brochure and Accuracy: Whilst every effort has been made to ensure that the brochure and all advertising material is accurate at the time of publication, we cannot be held responsible for the changes or matters outside our control. All information is given in good faith but no warranties are made regarding information.

To reserve the property the Client should complete the booking form and conditions and make arrangements to pay the non-refundable 25% deposit indicated. Following the receipt of the deposit, and signed booking form, the Owners will send confirmation of the booking. This is a formal acceptance of the booking.

The balance of the rent is payable no later than 8 weeks before the holiday booking commences. Should payment not be received by that date the booking is cancelled and the initial deposit is forfeit. Reservations made within 8 weeks of the start of the rental period require payment in full at the time of the reservation.

Cancellation: The deposit and final payment is none refundable. It is recommended that you take out insurance to protect the risk of cancellation from the time of booking and for medical, baggage cover etc whilst abroad. Should a gîte be unavailable on the day stated, due to unforeseen circumstances, every attempt will be made to relocate guests. If this is not possible, all rent money will be refunded without question, but no further liability will fall upon the owners

Deposit: A refundable security deposit of 250 € must be paid before one week of your arrival. Direct transfer payments can be made to either our French or UK bank accounts in euros or Sterling equivalent. Alternatively, payment can be received through PayPal.

You are required to leave the property tidy and in good order when you leave. The deposit will be held and returned to you within 14 days of the end of your holiday, subject to a satisfactory inspection of the property. You will be required to check an inventory on your arrival at the gîte. If at any time you discover that anything is missing or damaged, you must let us know immediately, otherwise we will assume the loss / damage has been caused by yourselves. We reserve the right to deduct from the deposit the cost of any damage to the property or its fittings and equipment, although the Client’s liability is not limited to this amount. We hope not to have to levy any such charge except in exceptional circumstances.

Cleaning: The Client agrees to be a considerate tenant and to take good care of the apartment and the facilities. The Client also agrees to leave the property in a clean and tidy condition at the end of the rental period. If extra cleaning is required a minimum charge of 50 € will be levied.

The rental period commences at 16.00 on the first day and ends at 11.00 on the last day. The Owner will not be obliged to offer the accommodation before the time stated and the Client will not be entitled to remain in occupation after the time stated. Your co-operation in complying with this is appreciated so that there is sufficient time to prepare the property for the following clients, although we will consider reasonable requests to vary the times, if possible.

The accommodation is provided for the persons named on the booking form. We must be informed in advance of any alteration. The maximum capacity of our gîtes is as follows:

Gîte Limoux |6 persons  
Gîte Pyrénées |4 persons  
Gîte Foix | 6 persons  
  
These numbers must not be exceeded. Only the number of people stated on the booking form may occupy the property, even if the maximum occupancy is not reached.

The Client agrees not to act in any way which would cause a nuisance or disturbance to those residents in any neighbouring property. Should we consider your behaviour to be unacceptable, we reserve the right to ask you to leave the gîte. No refunds will be made.

Complaints: In the event of any complaint arising, either on arrival or after occupation has commenced, this should be brought to the attention of the owners immediately so that remedial action, where necessary, can be taken without delay. They will do everything possible to deal with any difficulties both quickly and effectively. The owners retain the right to enter the property at any reasonable time to deal with any complaints and to carry out any repairs deemed necessary to the property or equipment. Any complaint after departure must be in writing within 14 days of your departure.

The rental is inclusive of water, electricity and use of the pool and garden. The rental cost excludes the local tourist tax (taxe de séjour) which is payable by the Client on arrival (iper night per person aged 18 or over).

Bedding, linen and towels are provided, for use only inside your gîte. We can provide a baby cot and mattress with waterproof cover free of charge, on request, however, we ask clients to bring their own cot linen. Clean linen will be provided on Saturday for stays of 2 weeks or more. Additional towels for use at the pool or to take to the beach are available for hire at 5 € per towel, if required. You will be responsible for any other washing during your holiday.

Swimming Pool: 12m x 6m 1.2m-1.8m

The swimming pool is open between the hours of 09.00 – 19.00. No drinking glass or bottles to be used around the pool, plastic only (these have been provided in your property). Children to be under adult supervision at all times as the Owners cannot be responsible for their safety as there is no lifeguard on duty.

General: Whilst every possible effort will be made to maintain the pool and household equipment in good order for the enjoyment of our guests, we cannot accept liability in the event of any unforeseen calamity but would ask you to bear with us whilst we attempt to rectify the problem as soon as possible. Smoking is not prohibited inside the properties or around the pool area. If the property needs fumigating due to smoking a minimum charge of 50 € will be levied.

Please note that as we do live in a gorgeous rural setting, we currently have limited phone signal but WIFI is available throughout the gardens.

Pets are not permitted in the property.

The Owners shall not be liable to the Client:-

a for any temporary defect or stoppage in the supply of public services to the property, nor in respect of any equipment, plant, machinery, or appliance in the property or garden.

b for the loss, damage or injury, which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owners.

c Car parking allocated covered and at owners risk.

d for any loss, injury, death or damage which may be incurred while staying at the property

e for the personal safety and security of guests (or their belongings) whilst on our premises / using items supplied by ourselves. It is the Client’s responsibility to ensure that all children are supervised, particularly in and around the terrace area and stairways.

Under no circumstances shall the Owners liability exceed the amount paid by the Client to the Owners for the rental period.

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 be brought in any court of competent jurisdiction in France.

**Sterling supplement**  
Please contact us for the exchange rate at the time of payment