

## LE BASTION

### BOOKING TERMS & CONDITIONS

#### 1 Definitions

In these terms:

the <b>BCL</b> or <b>Booking Confirmation Letter</b>	means the letter sent by Olivers Travels to the Guest after a booking enquiry confirming the Guests, the Period, the Reservation Deposit, the Security Deposit, the Fee;
the <b>Fee</b>	means the total cost of the let of the Property to the Guest for the Period as stated in the Booking Confirmation Letter;
<b>Force Majeure</b>	the Owner will not be liable to the Guest or any other person visiting the Property during the Period for any event outside the Owner's reasonable control, including (but not limited to) act or threat of war, political unrest, terrorism, epidemics, riots and other civil disturbances, pests, weather conditions, natural disasters, industrial disputes, breakdown of domestic appliances, plumbing, wiring, building works at adjacent properties, internet unavailability (including via WiFi) or other technical problems, and in each case: (a) including public health and other measures taken to prevent or address any such occurrence taken by any competent authority and (b) whether any such occurrence or measure adversely affects the Guest's enjoyment of the Property or leads to the cancellation of a booking;
the <b>Guest</b>	means, together, the holidaymaker/s whose details appear in the Booking Confirmation Letter and each Guest individually;
the <b>Owner</b>	means the Owner of Le Bastion as known to Olivers Travels and which is held privately on file by Olivers Travels;
the <b>Period</b>	means the holiday let period stated in the Booking Confirmation
the <b>Property</b>	means Le Bastion, which also has a local name that will be advised at a later date (excluding any areas private to the Owner under 5.6) or a part thereof as defined in the Booking Confirmation Letter and includes use of the swimming pool and courtyard; the <b>Website</b> can be advised at a later date as this includes a wealth of useful information, e.g., restaurants, things to do etc
the <b>Reservation Deposit</b>	means the amount stated in the Booking Confirmation Letter, being 35% of the Fee;
the <b>Security Deposit</b>	means the amount stated in the Booking Confirmation Letter;

## **2 Booking**

### 2.1 Bookings:

- 2.2.1 cannot be accepted from persons under 25;
  - 2.2.2 are accepted or not at the Owner's absolute discretion;
  - 2.2.3 without affecting 2.2.3 or 2.2.5, bookings for parties (including stag and hen parties and other single-sex groups) and similar events are by request only and subject to prior written agreement from the Owner. The Owner may terminate a booking immediately and without refund if the Guest breaches this condition;
  - 2.2.4 are accepted on the basis that the Property is occupied by the Guest for a holiday only and the Guest agrees that no form of tenancy protection will arise in their favour under these terms;
  - 2.2.5 must specify any special needs or requirements (health, mobility, other particular requirements) of any Guest to allow the Owner to determine whether the Property is suitable for these;
  - 2.2.6 Guests agree to arrive at the Property in line with the times given in the Welcome Letter, normally arrival between 4.00 – 10.00 p.m and departure by 10.00 a.m, and will notify the Owner or the Owner's representative of their arrival time and any change to their arrival time.
- 2.3 The Owner will then send a Welcome Letter to the Guest around one month before arrival setting out remaining arrangements for the let of the Property and the timing of arrangements for handover of keys to the property which will only be done face to face. The Guest will respond to the Welcome Letter within three days confirming such arrangements; if it does not do so then access to the Property cannot be guaranteed at the time desired by the Guest;
- 2.4 By making a booking, the Guest agrees that for all those named on the booking and on behalf of those under 18:
- 2.4.1 They have read these terms and agree to be bound by them;
  - 2.4.2 They accept financial responsibility for payment of the booking on behalf of all Guests as well as the consequences of any damage/ accidents to the Property caused by any Guest (or anyone they have invited into the property);
  - 2.4.3 No person other than the Guests may be on the Property without the Owner's prior written consent.
- 2.5 The maximum number of Guests per booking is 8. The Property is not intended or equipped to accommodate bookings for more than this number.
- 2.6 Pets are not accepted in the Property except for registered assistance dogs.
- 2.7 Where these terms are not complied with, the Owner may:
- 2.8.1 levy a supplementary charge, and/or
  - 2.8.2 require the Guest to leave before the end of the Period.

## **3 Fee and Reservation Deposit**

- 3.1 The Fee includes any applicable taxes except the tourist tax (taxe de séjour), which the Guest agrees to pay by the last day of the Period in addition to the Fee. The Guest agrees that the Owner may deduct such tax from the Security Deposit if this is not done.
- 3.2 The Guest is responsible for arranging holiday insurance.

#### **4 Security Deposit**

- 4.1 All bookings are subject to the Security Deposit to protect the Owner against breakages, loss, damage, extra cleaning, waste disposal, unpaid local charges and other unexpected costs arising from action or inaction by the Guest. On acceptance of a booking under 2.4 the Guest authorises the Owner to charge the value of any damage caused on presentation of photographic evidence and/or receipts for repair or replacement.
- 4.2 Notwithstanding the Security Deposit, the Guest remains liable for the full cost of any repairs or replacements required or other losses incurred by the Owner due to breakage, loss, and other damage to the Property and its contents caused by any Guest. The Guest agrees to leave the accommodation clean, tidy and in the same condition as on its arrival. If the Guest does not wish to do the cleaning up on departure this must be indicated before, or at the latest on arrival, when an additional payment of 50 euros per bedroom utilised during their stay (regardless of duration) will become due. In this circumstance the charges 4.3.1 to 4.3.4 will be waived.
- 4.3 In the following cases occurring during the Period (except where a cleaning fee was paid before or on arrival) the Guest agrees that the following amounts may be charged and deducted under 4.1 and/or 4.2:
- 4.3.1 Fridge/freezers not cleaned or emptied: 50.00€ each;
- 4.3.2 Dishes not cleaned or put away: 100.00€;
- 4.3.3 Dishwasher not emptied: 50.00 €;
- 4.3.4 BBQ not cleaned: 100.00€;
- 4.3.5 Trace or odour of tobacco in any room: 150.00€ per room;
- 4.3.6 Bin/recycling not disposed of properly: 100.00€;
- 4.3.7 Traces of glass or sharp objects anywhere near Swimming pool 200.00€;
- 4.3.8 Need to empty and refill the swimming pool 200€;
- 4.3.9 Small chip to any finished stone surface 200€.

#### **Owner's responsibilities**

- 5.1 Once a booking is accepted under 2.4, the Owner will provide the Property to the Guest as a holiday let for the Period, subject to these terms.
- 5.2 On the first day of the Period the Property will be clean and tidy and in a state suitable for use as a holiday let.
- 5.3 The Owner will in no case be liable for any costs or expenses incurred by the Guest due to any reduction or variation in facilities offered at the Property, in particular as set out in 5.4 and 5.5.
- 5.4 The Owner is not responsible for any loss or inconvenience that may occur as a result of an unforeseen failure of the pump/filtration system or other equipment used in the swimming pool that requires the pool to be out of use. The Guest is not entitled to compensation if the swimming pool cannot be used.

- 5.5 The Owner is not responsible for any loss or inconvenience that may occur as a result of failure of the gym equipment. The Guest is not entitled to compensation if the gym equipment cannot be used.
- 5.6 The Owner keeps some areas of the Property private. The extent of the Property let to the Guest under these terms is as set out in the BCL.

## **6 Guest's responsibilities**

- 6.1 The Guest will, during the Period:
- 6.1.1 keep the Property and its furniture, fixtures and fittings in the same state of repair it was in on the first day of the Period, fair wear and tear excepted, and leave the Property clean and tidy as it was on that date;
  - 6.1.2 promptly inform the Owner of any damage to or breakages at the Property during the Period and pay the costs of repair or replacement; this includes furnishings, kitchen equipment and utensils, crockery and glassware, bed linen and towels damaged or soiled other than by normal wear and tear;
  - 6.1.3 not smoke at the Property except in the courtyard away from the buildings and not allow any naked flames (including candles) in the Property except in the wood burning stoves;
  - 6.1.4 not bring to or keep at the Property any pet other than as previously approved by the Owner; pets are not allowed in the Property except registered guide dogs;
  - 6.1.5 not invite to or allow at the Property anyone who is not a Guest; if the Guest breaches this condition the Owner may immediately terminate a booking without refund and retain the full Security Deposit;
  - 6.1.6 note that when the maximum occupancy is not booked by the Guest, certain rooms may not be accessible, as set out in the BCL; this is subject to the Owner's discretion;
  - 6.1.7 not undertake or allow any activity which is illegal or may cause or involve damage or unreasonable noise, other disturbance, or behaviour;
  - 6.1.8 ensure that house keys remain in the possession of Guests at all times; any compromised lock will be replaced and the cost of the lock and its replacement will be deducted from the Security Deposit. Where a key is lost and it can be demonstrated that there is absolutely no possible compromise to house security, 20 Euros will be deducted per key lost;
  - 6.1.9 keep the gate to the courtyard closed at all times to maintain safety requirements for the swimming pool under French law and not use any glass items near the swimming pool or dive or jump into the swimming pool

The swimming pool is normally open between (approximately) 1st May to 15th September but such dates are subject to local weather conditions and pool maintenance requirements and cooler months may not be suitable for swimming. Pool hours are from 9.00am to 9.00pm as a courtesy to the neighbours and to allow for maintenance. Guests agree to keep themselves clean, in particular feet, before entering the pool; if the pool has to be emptied, cleaned and refilled due to any Guest's fault, the costs incurred will be charged to the Security Deposit;

- 6.1.10 ensure that they wash with soap before using towels and linen after applying sun cream. P20 sun cream is not to be used. Guests will be invoiced for damage caused to towels, bedding and pool furniture to remove sun cream damage. Bath towels are not to be removed from the Property; pool towels are provided for use outdoors and may be taken to the beach;
- 6.1.11 not remove the kitchen crockery and cutlery from inside the house (different, outdoor crockery and cutlery is provided for outdoor use); ensure that correct utensils or pans are used in the oven / microwave or hob in the kitchen to avoid damage to the appliances;
- 6.1.12 not flush anything down the toilets except toilet paper (blockages will be charged against the Security Deposit);
- 6.1.13 not burn anything other than wood in the log burning stoves and keep the doors shut at all times when in use and ensure that any stove fire is extinguished before leaving the room unattended;
- 6.1.14 ensure that all external doors and windows are locked when the Property is unoccupied;
- 6.1.15 ensure, by replying to the Welcome Letter under 2.4, that the Owner knows of the Guest's arrival time in advance, and provide a mobile number for communications (which will normally be via WhatsApp) thereafter (including during the Period);
- 6.1.16 secure outdoor furniture, lower canopies, windows and shutters during strong winds or rain;
- 6.1.17 not touch the music or home cinema equipment in the Games Room;
- 6.1.18 take care with all stone surfaces, especially the staircase, kitchen worktops and floors; luggage must be carried up the stairs above the staircase to avoid damage to the stonework; the kitchen worktops are vulnerable to staining and chipping. The Guest agrees not to drop objects on the stone floors and to wipe up any spills promptly;
- 6.1.19 respect those living near the Property by keeping noise to a minimum. Outdoor noise is prohibited after 10pm;
- 6.1.20 switch off all electrical items when not in use, particularly electric towel rails and lights;
- 6.1.21 not put hot cups or saucepans directly onto wooden or stone surfaces without heat protection, and mats are provided for this purpose. Wipe up any spills so that surfaces remain unmarked and unblemished.
- 6.2 The Owner declines all responsibility for any accidents, including death, caused on the premises. The Guest uses the Property at their own risk. Children should not be left unsupervised.

## **7 Cancellation**

- 7.1 Where a Guest cancels a booking after acceptance thereof under 2.4, no refund will be given in any circumstances. All payments made at cancellation are non-refundable in such cases except as otherwise stated in these terms. Guests should therefore take out suitable travel insurance to cover cancellation risks including Force Majeure.
- 7.2 The Owner will promptly inform the Guest if the Owner needs to make a material change to, or to cancel a booking accepted under 2.4 (including for Force Majeure). If the booking is cancelled by the Owner and no alternative dates can be offered, the Owner will repay monies received

from the Guest. The Owner will not be liable for any additional costs incurred by the Guest (such as travel) as a result of the cancellation. The Owner recommends that the Guest take out insurance to cover losses arising through such cancellation.

## **8 Use of the Property and Owner's presence**

- 8.1 The Owner or their representative will have access to the Property at any reasonable time during the Period for purposes of repair, maintenance and other necessary measures. The Owner will give the Guest as much notice as possible of such visits. The Owner may stop or limit any activity which the Owner reasonably believes is likely to endanger safety or cause damage to the Property.
- 8.2 Use of the Property and its amenities (such as the swimming pool) is entirely at the Guest's risk and the Owner excludes all responsibility or liability for injury, or loss or damage to Guests or visitors or their belongings.
- 8.3 The provision of Wi-Fi is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure, not business purposes.
- 8.4 Without affecting other provisions of these terms, the Owner is not responsible for work or other activities taking place outside the Property, or for noise or other nuisance arising from third party activity over which the Owner has no control.
- 8.5 Without affecting other provisions of these terms, the Owner is not responsible for any temporary defect or stoppage in the supply of public services to the property such as water, electricity, gas, telephone or internet, or in respect of any equipment, machinery, or appliances in the Property, which are caused by circumstances beyond the control of the Owner.

## **9 Complaints**

- 9.1 The Owner wishes all Guests to enjoy their holiday at the Property. In case of any complaint, Guests are asked to contact the Owner and/ or Olivers Travels as soon as possible so that this can be promptly resolved.
- 9.2 If it is not possible to resolve the dispute during the Period, a complaint must be made in writing to the Owner and Olivers Travels within 2 weeks of the end of the Period, stating in full the reasons for the complaint.
- 9.3 Requests for refunds will not be considered after the period stated in 9.2 has ended, or where the Guest has not afforded the Owner the opportunity to investigate complaints during the Period. The Owner is not obliged to make any refund in respect of any complaint.

## **10 Website/ Literature**

- 10.1 The information in the Owner's marketing material is believed to be correct when published and is given in good faith. However, the Owner cannot accept responsibility where amenities are altered for reasons beyond the Owner's control, or for minor differences between what appears on the Website or in other marketing material and the actual Property.

## **11 Entire Agreement**

11.1 These terms, the BCL and the Welcome Letter are together the entire agreement between the Owner and the Guest relating to its subject matter. No other terms, previous discussions or correspondence between the parties apply.

## **12 Law**

12.1 French law applies to this agreement. Any unresolved dispute under this agreement will be subject to the jurisdiction of the French courts.