

BOOKING CONDITIONS

Please read this information carefully.

1. Contract of Hire

This hire contract is made between the person who signs the booking form on behalf of all the other party members named on the booking form ("the hirer") and Select Cottages Limited. This Contract is effective from the date Select Cottages Limited dispatches to the hirer confirmation of the booking.

2. Joint and Several Liability

The hirer must be at least 18 years of age and must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking form. By signing the booking form, the hirer confirms that he/she is so authorised and that all party members agree to be bound by these booking conditions and accept joint and several liability for any claims arising therefrom.

3. Payment

Your signed booking form must be accompanied by an initial deposit payment as detailed on the Booking Form. When signing the booking form the hirer is accepting these booking conditions on behalf of each member of the party and is entering into a contract with the Company. However, if the booking is made within 12 weeks of the holiday date, the full amount is payable immediately. The Company reserves the right to cancel a booking where full payment has not been received by the due date and to levy the cancellation charges detailed in paragraph 5, including retaining the deposit. Payment for a holiday 2 weeks or less prior to departure can only be made using a debit or credit card.

4. Breakage Deposit

A refundable breakage deposit of £100 per cottage on all large cottages and from group bookings that involve smaller cottages at Bridge End Farm Cottages, £200 per cottage at La Garenne and £300 for Villa Charmante is payable not less than 12 weeks before holiday commencement date. The owner may waive this requirement in certain circumstances, but this does not limit the hirer's liability to the Owner for damage, breakages or other amounts owing. This deposit is payable not less than 12 weeks before holiday commencement date. It will normally be refunded to the hirer within 2 weeks of the end of the holiday. If there are any breakages, damages, heating, electricity or other amounts owing or more than reasonable cleaning required, then the Company reserves the right to deduct these amounts from the deposit. For bookings where no deposit was required, then the hirer will reimburse the Company accordingly.

5. Cancellation by the Hirer

Should the hirer cancel a booking, the deposit paid on booking will automatically forfeit. So long as written notice of cancellation is received by the Company not less than 12 weeks before the holiday commencement date, the hirer will not be liable to pay the outstanding balance. If, however, written cancellation is received by the Company less than 12 weeks from the holiday commencement date, the hirer will also be liable to pay the full hire cost. In all circumstances, cancellations must be immediately notified to the Company by telephone and on the same day in writing by first class post. The day we receive written confirmation will be the date the holiday is deemed to be cancelled from. We strongly recommend you take out Travel Insurance with Cancellation Protection that covers you against unforeseen circumstances that would lead you to cancel your booking. We act as agents for a specialist travel insurer whose premiums are very competitive and an application form can be sent to you on request.

Cancellation by Select Cottages Limited

Select Cottages Limited accept no responsibility for majeure, i.e., circumstances beyond the control of Select Cottages Limited (and detailed in paragraph 19 'Liability') causing the property to be unavailable and no refund of any deposit or rental money will be made in such circumstances.

Select Cottages Limited reserves the right to revoke any bookings from hirers who may in the reasonable opinion of Select Cottages Limited have broken or be likely to break any of the terms of the booking conditions and in such circumstances refund will be made at the sole discretion of Select Cottages Limited.

6. Alterations

The Company will endeavour to act upon a hirer's request for subsequent changes to a booking, but reserves the right to charge an administration charge of £30 per alteration and to charge the hirer for any additional direct costs incurred. If the Company is unable to change the hirer's booking and the hirer does not wish to continue with the original booking, the booking will be treated as cancelled from the date of the request for the change.

7. Travel Insurance

Personal Travel and Cancellation Insurance is strongly recommended and we advise that all clients are protected by cover as extensive as a Travel Protection Plan (details enclosed).

8. Gas, Electricity, Heating, Phone, Linen and Hire Charges

If applicable, these apply as per the Price Sheet. All charges incurred by the hirer outside those on the booking form are payable by the hirer to the Company or his representative prior to his departure from the Company's property.

9. Prices

Prices are based on known costs and projections at the date the booking is made and no changes thereto are expected. However, the Company reserves the right to change holiday prices at any time should exchange rates between the U.K. and the relevant holiday destination vary between the aforementioned date and the departure date by an amount exceeding 2% total holiday rental price or should charges to the Company (including any subcontractor used) vary by more than 2%. If this means paying more than 10% on the holiday accommodation price, the hirer will be entitled to cancel with a full refund of all money paid, except any insurance or amendment charges. If the hirer decides to cancel because of this, he must exercise this right within 14 days of the surcharge request. Holiday prices are therefore subject to government action and unknown property costs.

10. Access

The Company or his representative shall be allowed access to the property at any reasonable time during the holiday occupancy. The Company cannot accept responsibility for failure of the hirer or members of the party to access the property due to strikes, illness, adverse weather conditions such as snow, storms gales etc, or any other such circumstances outside of the Company's control. Refunds cannot be made by Company to party leaders who fail to arrive at the property on the correct date.

11. Conditions in the Country and Abroad

If any member of the party does not like rural life, the hirer must speak to the Company before booking. Some aspects of local conditions are part of rural life or being in that country and are not within the Company's control such as countryside smells, noise of animals, mice, insects and other pests. Old houses can also have uneven stairs, low beams and ceilings and no damp proof course. Rural houses have septic tank sanitation systems and care must be taken not to cause any blockages. French electricity power cuts and overloading of trip switches are more frequent than in England. Cuts in water and electricity supply may arise if there are periods of hot dry weather. Foreign plumbing differs both in efficiency and style to that in the U.K.

12. Amenities

The use of accommodation and amenities, where offered, such as swimming pools, rowing boats, cycles, swings game etc is entirely at the users risk subject to clause 20. The Company cannot be held responsible if amenities are made unavailable due to damage or breakdown.

13. Personal Belongings and Motor Car

No responsibility can be accepted by the Company for loss or damage to any car or its contents or the party's personal belongings at any time or under any circumstances.

14. Hirer and Their Party's Responsibilities

The hirer is responsible for the property and its contents during the period of hire and is expected to keep it in the same state of repair and conditions as found at the commencement of the holiday. On arrival he should check for any damage or missing items and report them to the Company's representative or Company immediately. The Company cannot consider any claims for missing or damaged items unless they are reported immediately. The hirer must immediately report to the Company's representative or Company any damage, loss or theft to the property or its contents occurring during his occupation. The hirer will be liable for the cost of repair or replacement of any such item. He shall leave the property (including all furniture, fixtures, fittings and effects) in the same state of cleanliness and general order (including furniture arrangement) as he found it. Accommodation will be cleaned between lets only and linen provided only on request unless otherwise stated. Please respect neighbours and avoid causing noise and any nuisances to them. The Company cannot be held responsible for noise or actions by the property's neighbours.

15. Party Size

In no circumstances may more than the maximum number of persons, as stated in the Property Details (including children under the age of four) occupy a property except by prior written agreement with the Company. You must request in advance in writing any changes to the number of persons quoted on the Booking Form. The Company must be informed of any guest visiting the property and the parking of a caravan or pitching of a tent in the property ground is strictly forbidden unless by exceptional agreement with the Company. Animals are not allowed in the properties without obtaining prior permission. Owners reserve the right to refuse admittance if this Condition 14 is not observed without any liability to a refund or compensation. In addition, the Company reserves the right to refuse or revoke any bookings from parties, which may, in their opinion, (and at their sole discretion) be unsuitable for the property concerned. No sub-letting is permitted.

16. Unsuitable Hirers

The Company or his representative may require the party to vacate the property at any time if any person of the party or their guests has breached these booking conditions, damaged the property or its contents or if the Company or his representative considers for any reason that such damage is likely to occur. In that case the Company shall not be liable to refund any part of the holiday price or to pay any compensation.

17. Arrival and Departure

The party will not be permitted to occupy the property until 3pm on the hire start day or after 10am on the departure date, unless prior permission has been given by the Company or its representative. The hirer should complete the arrival and departure times on the Booking Form and, should this change, he must inform the Company's representative in advance. Key collection is by direct arrangement in advance between hirer and Company's local representative. The Company will not be held responsible for any overnight accommodation cost or any other costs arising from the hirer's failure to do as stated above or from inability to gain access. Should the hirer not ensure a full handover when leaving, he will be responsible for any subsequent claim made by the Company.

18. Complaints

If, during the course of the holiday, any member of the party has any reason for a justifiable complaint, he should contact the Company's representative immediately and attempt to resolve the problem. If this cannot be done, then he should contact the Company. If, after that, the problem has still not been resolved, then he must within 28 days of returning from his holiday put his complaint to the Company in writing. Unless this procedure is strictly observed, the Company cannot entertain any claim arising out of complaints. The Company cannot accept responsibility for the breakdown of supply of water, gas and electricity or swimming pool filtration systems. However, the Company will make every effort to solve problems of this nature. Hirers who abandon a property without first informing the Company or giving a reasonable opportunity to rectify problems prejudice their rights to compensation. Maximum compensation will be the proportionate accommodation rental price for the period of time the problem was in existence and, at an absolute maximum, the total accommodation rental price.

19. Information

The Company takes every care to ensure the accuracy of property descriptions. All information is given in good faith and believed to be correct at the time of going to press, but the Company cannot be held responsible for changes beyond the Company's control, which may become known after publication of the descriptions, or for information relating to or given by third parties. Further, the Company cannot accept liability for happenings outside the Company's reasonable control, such as domestic appliance breakdown, septic tank system, drainage, plumbing, wiring, electricity power cuts and power surge tripping, water purity and quantity variation (particularly if from a private supply), invasion of pests in rural properties, damage or changes resulting from weather conditions, previous party leaders' damages or Company's representative's negligence. The party should appreciate that there are temporary changes, which cannot always be predicted. Distances and sizes quoted are approximate. The hirer is responsible for seeking information on fishing permits and fish available in local water.

20. Liability

The Company accepts no responsibility for any flora, animals, insects, bird's etc which may be present in or around the property, or for the safety of any persons in the property and its grounds, including nearby lakes, rivers etc. Children must be supervised by the party adults at all times. Compensation/refunds by the Company will not apply to changes or cancellations caused by reason of war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problems to transport, airlines, ferries, buses or trains, failure of the hirer to meet their travel arrangements, late transport arrival or check-in and similar events beyond his control.

21. Indemnity

The rental of Company's property and occupation thereof by parties is entirely at the risk of the party.

Select Cottages Limited accepts liability for personal injury caused as a direct consequence of its own negligence or the negligence of its employees.

22. Value Added Tax

Prices quoted include V.A.T. at the rate at the time of printing, where V.A.T. applies. Prices are subject to change if the V.A.T. rate changes.

23. Pets

With the exception of registered Guide Dogs, no pets are allowed on the property or in the holiday accommodation that has been hired.

24. Safety

Please ensure gas cookers are turned off after use, always check the gas is not on unlit. It is especially important to check this prior to going out, going to bed and on departure. WE HAVE HAD AN INCIDENT WHERE THE PROPERTY WAS VACATED AND THE GAS LEFT ON UNLIT.

Please take special care of the safety of yourself and your party in and around your holiday cottage.

In particular:-

Take care with glass patio doors, floor level windows, stairs, balconies, open fires, cookers, kitchen appliances, and in the garden.

Swimming Pool Safety

Do not drive into the pool. Check which are the shallow and deep ends and whether the bottom of the pool is level or has a gradient.

Do not swim alone, or go into the pool under the influence of alcohol.

Do not take glasses or other breakable or sharp items into the pool area.

Do not swim at night or if the pool is closed or covered.

Always supervise children in and around the pool.

At La Garenne in Brittany we have access via a gate to the tow-path beside the River Blavet. Parents should supervise their children at all times whilst on the tow-path or beside the river.

25. Pool Availability

The French authorities have the right by law to empty swimming pools of water in the event of a forest fire in the vicinity of the property. The Company cannot accept responsibility for loss of use in the event of this occurrence. Nor can the Company accept responsibility if, due to drought conditions, the pool is unable to be topped up and therefore rendered unusable or for loss of use caused by damage, unpredictable changes or mechanical breakdown. All damages caused by any member of the party or their visitors will be charged to and payable by the hirer.

26. French Local Tax

In France a local tax can be levied to help cover the costs of looking after visitors. This is usually relatively small (e.g. 1 Euro per person per day) and varies from area to area. At present it does not apply to the locations of our holiday cottages but if introduced by the local authorities would be payable by the hirer.

27. Travel Documents

The hirer is responsible for his party's passports, travel arrangements, driving licences, inoculations etc. Any person not holding a British passport may require a visa, which can be verified by the appropriate Consulate. Bookings cannot be made subject to travel arrangements. Prior to travelling abroad hirers are advised to study the information given in the DHSS leaflet "Protect your Health Abroad".

28. Jurisdiction

This contract is governed by English law and the hirer submits to the exclusive jurisdiction of the English courts.