



Booking and Tenancy Conditions

FORCE MAJEURE. Except where otherwise expressly stated in these booking conditions, neither the Owner nor Halcyon Leisure can accept any liability where the performance or prompt performance of the Owner's or Halcyon Leisure's contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these booking conditions, "force majeure" means any event which the owner or Halcyon Leisure could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire & all similar events outside our control.

'A' below forms the basis of your contract with Halcyon Leisure.

A. Halcyon Leisure ("we" or "us") and the Tenant ("you" or "your").

We act only as an agent in respect of all bookings taken/made on your behalf. We produce a portfolio and website offering holiday properties to let on behalf of Owners of individual properties. All descriptions are given in good faith and are correct at the time of publication. Distances to and sizes of properties, pools etc quoted are approximate. We inform prospective tenants of availability of such properties and handle the administration of lettings we introduce to Owners.

The terms and conditions under which the Owners let their properties are set out in B below. We are responsible for informing the Owner (or the Property Manager appointed by the Owner) of the details of your booking. We, on behalf of the Owner, will confirm your booking on receipt of your completed booking form and 20% deposit, invoice you for the balance of the rental, security deposit and agreed extras, receive from you the monies due in respect of your rental, pay your rental (net of commission due to us) to the Owner, inform you of directions to the property and how to gain access and, normally within 7 days of the end of your rental, return to you all or any balance of the security deposit due after any deduction required by the Owner as set out below. We will not be liable to you should the Owner fail to meet the obligations to you as set out in the Owner's terms and conditions (see B below) but will handle the consequent correspondence on behalf of the Owner. We accept no liability in relation to the contract below that you enter into with the Owner for the rental and use of the property, nor for the acts or omissions of any Owner(s) or of other person(s) or other party(ies) connected with your use of the property.

In addition to the following Owner's booking conditions (see B below), the Owner of your confirmed property may impose additional terms and conditions.

In case of complaints, if the problem cannot be resolved as set out in 'B' below, you must notify us. We will do our best to facilitate a speedy and mutually satisfactory resolution. However, as we act as agent only, we cannot accept any responsibility for complaints or problems you may have, connected to or arising out of the condition of the property or your use of it.

If you have any complaints concerning any services we provide, you must inform us straight away in writing and in any event within 28 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to have been at fault in relation to any service we provide (as opposed to any service provided by any third party such as an Owner for whom we are not responsible) is limited to the rental cost of the holiday of the person(s) affected in relation to the booking in question.

Please note, changes and errors occasionally occur. At the time of booking and on receipt of your confirmation, invoice and directions to the property, you must check all the details of your chosen holiday.

The following conditions (B) below form the basis of your contract with the Owner of your chosen property.

B. The property Owner ("Owner" or 'we' or 'us' and to include property managers and caretakers) and the Tenant ("you" or "your", including all members of the party). The Owner hereby agrees to let the property to you as agreed through Halcyon Leisure on the following terms and conditions:

1. **ARRIVAL/DEPARTURE TIMES** Only Saturday to Saturday bookings are accepted during PEAK and HIGH seasons. You agree not to arrive at the property until after 4pm on the date of arrival and you agree to leave the property quietly before 10am on the date of departure. During the booking you understand that you are at the Property as paying guests of the Owner and no form of tenancy is created by your agreement to the terms herein contained or by your presence at the property.

2. **CLEANING** You agree to leave the property in the same state of cleanliness as you found it on arrival. You agree to remove all rubbish and rubbish sacks from the property in accordance with instructions throughout your stay and on departure. If you fail to do so, Halcyon Leisure will, on behalf of the Owner, deduct a charge from your Security Deposit for any necessary additional cleaning and rubbish removal (see clause 4 below)

3. **COMPLAINTS** Any complaints, either on arrival or after occupation has commenced, should be brought to the attention of the managers/Owners/Halcyon Leisure IMMEDIATELY so that remedial action, where necessary, can be taken without delay. Failure to make contact and allow adequate time for remedial action could reduce or remove your rights to compensation. National holidays and working hours vary throughout Europe and are different to the UK. This will impact on the service we are able to provide to you especially during busy periods.

4. **DAMAGE – SECURITY DEPOSIT** You agree to pay a specified security deposit at the same time as the Balance of the Rental is due. This is held by Halcyon Leisure as the Owner's agent. Tenants are fully responsible for any damage and/or losses to property and belongings and undertake to inform Halcyon Leisure, the managers or Owners of the property, of any damage to accommodation or its contents during their occupation. All breakages, losses or damage and extra costs or charges will be deducted from the Security Deposit. Should the security deposit be insufficient to meet such costs or liabilities, an additional amount is payable by the person signing the booking form. The Owner or Halcyon Leisure on the Owner's behalf, reserve the right to pursue you for such amounts.

SECURITY DEPOSITS WILL NORMALLY BE AUTOMATICALLY REFUNDED WITHIN 7 (SEVEN) WORKING DAYS OF THE END OF YOUR STAY BY £GBP CHEQUE TO THE NAME & ADDRESS ON THE BOOKING FORM. If you require other routes of refund you must advise Halcyon Leisure as soon as possible. Repayments of Security Deposits to non £GBP banks and accounts may attract additional Bank charges which may be deducted from the Security Deposit repayment.

5. INSURANCE AND TRAVEL DOCUMENTS You must arrange full travel/holiday insurance including cover for cancellations, accidents & ill-health, and EEC Citizens should hold a valid European health card. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday. It is your responsibility to ensure you carry the correct documentation and comply with any applicable passport, health and visa requirements for your holiday. Requirements may change and you are therefore strongly recommended to check the up to date position with the Passport Office, appropriate embassy or consulate as applicable, in good time before departure.

6. HOW TO BOOK You must send Halcyon Leisure a completed booking form together with a deposit of 20% of the rental cost or 100% if booking within 8 weeks of the start of your arrival date at the property. Subject to availability, Halcyon Leisure will then, on our behalf, confirm your booking to you. Halcyon Leisure will also issue your final invoice on our behalf. This will show the balance, which is payable in cleared funds 8 weeks before your holiday starts. If Halcyon Leisure do not receive all amounts due in full and on time, we, or Halcyon Leisure on our behalf, have the right to treat your booking as cancelled by you. In this case, all monies (excluding any security deposit) paid and/or due at that time will be retained by/must be paid to us. Please note that no final balance reminders will be sent.

7. PRICES Rental prices may increase/decrease at any time (updated on Halcyon Leisure's website) but any changes will not reflect upon your booking after it has been confirmed. Prices are shown on each property page (please check carefully) and are payable in the currency shown. A supplement will be charged for Christmas and New Year bookings. Credit cards are NOT accepted. Payments (by cheque, cash or bank transfer) accepted in other currency are converted at the rate of exchange at the date that Halcyon Leisure's bank converts the payment and any currency variation plus any additional bank charges or costs will be adjusted in the security deposit returned. Prices include gas, electricity and water, the use of the property and contents, its swimming pool and grounds. Heating of houses and pools, (extra oil, gas, electricity and wood) will be charged extra as appropriate

8. CANCELLATION By the Owner: Should the Owner have to make a significant change to or cancel your holiday for any reason, you have the option of accepting the change, or booking an alternative property (if available), with you paying or receiving any difference in price, or cancelling your booking and receiving a full refund of all monies paid.

Cancellation by you: If you cancel your booking within 8 weeks of the start date of your stay, a cancellation charge of 100% of the total rental cost will be payable by you. If the booking dates can be relet, a partial refund may be made at the Owner's discretion.

If you cancel your booking more than 8 weeks before the booking is due to start, the cancellation charge will be equal to 20% of the total rental.

9. LINEN Linen is included in the price at all properties unless otherwise specified. Linen includes sheets, duvet covers (if duvets supplied), pillow cases, bath towels, hand towels, and kitchen towels. Pillows, duvets or blankets are supplied Any spoilage to linen caused through misuse or reactive cosmetic products will have to be paid for and this will be deducted from the security deposit. Swimming towels and cot linen (the latter for legal reasons) are NOT supplied in any house.

Changes of linen during stays are NOT included in the booking charge unless specifically advised Fresh linen may be ordered at a cost of £10 per change for properties sleeping 6 or less, and £15GBP for properties sleeping 7 or more. This includes only delivery to the property, at which time the Owner's representative will collect any dirty linen which Guests agree to remove from the beds to be ready for collection. Guests are responsible for re-making of the beds when linen is changed during a booking.

10. INTERNET SERVICES Internet services are advertised at properties where appropriate equipment has been installed. Speed and service are not guaranteed, and no liability is accepted for failure or limitations of internet services that is beyond the Property Owner's immediate control. You accept that the generally rural nature of the properties means that line speeds may be slower than you are used to and hence certain functionality that you are used to may be limited. In the event of service failure, whilst Owners & Managers will use their best endeavour to secure repairs as soon as possible, restoration of service and provision of alternatives are not guaranteed: Local information on alternative connections will usually be available at properties.

11. SWIMMING POOLS Swimming pools will normally be available in mid, high and peak seasons, however this cannot be guaranteed, and no liability is accepted where non availability of the pool is beyond the Owner's immediate control. Property particulars state whether the pool is private, shared with occupants of other properties or shared with Owners who live on site. Diving is not permitted.

French law requires pool safety measures but specifically states that parents/adults are primarily responsible for the safety of children and does not negate parental responsibility. You agree that children will be supervised by responsible adults at all times particularly whilst children are in or near swimming pools. Tenants must not override pool safety measures, inter alia Alarms must not be switched off and gates into the pool area must remain shut preventing unsupervised access by children. No responsibility can be taken by Owners, managers or Halcyon Leisure for anyone in or around properties or playing in or near pools, lakes, rivers, woods or fields.

12. LOCAL CONDITIONS The properties are rural country properties. Tenants must anticipate interaction with local flora, fauna and general rural activities and working practices. In certain weather conditions/seasons these may be heard or seen in the house. There is little that can be done during the letting season to resolve such nuisance/inconvenience and must be accepted by tenants as an inherent part of rural life. Owners and Halcyon Leisure cannot be held responsible for loss of services, or damage to houses or equipment, due to acts of nature.

Although many houses are private homes, some houses are holiday homes only and may be furnished or equipped as such. Should there be equipment that you cannot be without, please bring it with you. Where properties are not of a modern design, uneven floor surfaces and low beams may be experienced.

13. RIGHT OF ENTRY The Owner or manager reserves the right to enter the property at reasonable times to carry out both emergency repairs and normal maintenance including gardening, work to swimming pools etc.

14. BEHAVIOUR The Owner reserves the right to take any appropriate action, including immediate termination of the tenancy (when no refunds will be made and the Owner will have no further liability to you) if any property including the pool and its grounds are abused or misused.

You agree to provide a list of all Members of your party including the ages of minors, and occupation of the property and use of amenities at the property is restricted to the persons on that list: You agree to provide details of changes to the party during your stay. Owners may ask any persons not named to leave properties without notice.

Parking caravans or pitching tents is not permitted. Damage to the property or linings of swimming pools as a result of the fault or abuse (wilful, negligent or otherwise) of the tenants will be fully charged including cost of replacing a liner and consequential loss re future lettings. Tenants must not touch or interfere with any pool equipment or materials or similar equipment. Tenants are expected to behave in a circumspect manner at all times and to abide by any house rules.

15. LOCAL LAW & REGULATIONS All Tenants will be deemed to be familiar with French law and any local regulations that may be applicable: Halcyon Leisure, Owners and Property Managers accept no liability that may arise from any contravention of laws or regulations by Tenants during their stay.

16. ACCEPTANCE OF THESE TERMS & CONDITIONS Return of a completed Booking Form to Halcyon Leisure, signed or unsigned, and sent by any means shall be taken as acceptance that the Tenant and all members of their party agree to abide by the conditions above.