



# HOLIDAY RENTAL CONTRACT

Dear Sir or Madam,

Please find below the holiday rental contract and brief details of the accommodation. If you wish to rent the property please return one signed copy of the agreement together with the advance payment cheques payable to Anton Neumann). We will then send you a signed copy of the contract to confirm the booking

We look forward to welcoming you in the near future.

Anton Neumann

Between the Landlord	and the Tenant
NEUMANN, Anton, Piquetalen, 645 route de Labastide 81500 Ambres, France  Tel:00 33 5 63 83 01 09	Full Name:  Address:  City: <span style="float: right;">Postcode:</span>  (Ind) <span style="margin-left: 100px;"> (mb)</span>  Email:  No of Adults <span style="float: right;">No of Children</span>

Details of the holiday property	
Clévacances reg no: P841 Classification: Three Keys/Stars. Capacity: 4 people.  Le Gîte de Piquetalen 81500 Ambres, France	Habitable Area: 60 m <sup>2</sup> 2 Bedrooms One double bed and 2 single beds No smoking Other details: 2 terraces, television, barbecue, washing machine, dishwasher, central heating, wood burning stove.

Terms and cost of the holiday rental			
Rental Period:	arriving	16:00	departing 10:00
A	Total Rent	Includes all utility charges except firewood – paid on arrival	
B	Security Deposit	50% of total rent (A) – paid on arrival	
C	Advanced Payment	30% of the total rent (A)	

Payment on Arrival	A + B - C
--------------------	-----------

The security deposit will be returned to you on your departure or within 30 days of your departure, after deductions for damage, cleaning or repair to the premises.  
 A final cleaning service is available at a cost of €60.

- This agreement is only valid under the following circumstances:
- The agreement is signed by both parties with each retaining a copy.
  - The tenant's advance payment of 30% of the total rent has been received by the landlord.

Landlord's Signature:		Tenant's Signature: I have read the terms and conditions on the back of the contract	
Date:	Town:	Date:	Town:
Please tell us how you heard of us:			

## GENERAL TERMS AND CONDITIONS

This agreement is reserved for the exclusive use of approved **Clévacanes** holiday accommodation and only French law is applicable. Where this English version of the contract differs or contradicts the French version or where the English version is unclear, the French version, as available on the gite web site, <http://www.gite-piquetalen.fr/Contrat.pdf> will apply.

### GENERAL

The Tenant has no right to remain on the premises once the lease initially specified in this agreement has expired, except with the agreement of the Landlord.

No modification (erasure, addition) to this agreement will be accepted unless agreed by both parties.

The Landlord undertakes not to divulge in any form whatever any information the Tenant may have provided during the period of the lease except where information is requested by the French authorities or justice system.

### PAYMENT

The reservation becomes effective when:

- the Tenant has returned a signed copy of this agreement together with the advance deposit of 30% and has received a signed copy from the Landlord.

The balance is to be paid on the day of arrival, after the Landlord and Tenant have agreed in writing to the inventory.

The Tenant agrees that the inventory may be made either by the Landlord or by the Landlord's representative.

### SECURITY DEPOSIT

Where the rental period exceeds one night, the Tenant must pay on arrival, in addition to the balance of the rental, a security deposit equal to 50% of the rental.

The Landlord may immediately cash the security deposit.

The security deposit will be refunded at most 30 days after the date of departure, less the costs of any damage, loss or cleaning.

Any deductions made must be duly justified by the Landlord on the basis of such evidence as the final inventory, estimates and invoices.

If the security deposit is insufficient, the Tenant undertakes to make up the sum after the final inspection.

The security deposit may not be taken as part payment of the rental.

### USE OF PREMISES

The Tenant will occupy the premises without causing disturbances and for their intended purpose.

On departure, the Tenant undertakes to leave the premises as clean as he or she found them on arrival.

Any repairs required because of negligence or poor maintenance during the lease will be charged to the Tenant.

The premises may not be used by other persons, except by the prior agreement with the Landlord.

The Tenant is not allowed to sub-let under any circumstances, even for no payment, and the agreement will be cancelled if this occurs. The full amount of the rental will then be retained by the Landlord or due to the Landlord.

the premises are rented for the purpose of temporary or holiday accommodation to the exclusion of any professional, commercial or craft activity of any type, or as complementary or occasional accommodation (up to 3 months).

No tents may be pitched or caravans parked in the grounds of the rented premises without the prior agreement of the Landlord.

The Landlord will deliver the premises as specified in the description and will maintain them in good order. In general, the Tenant will leave the premises at the time stipulated in the agreement, or at a time convenient to the Landlord, once they have been inspected.

### SPECIAL CASES

The number of Tenants may not exceed the maximum accommodation capacity specified in the catalogue or web site or the description. In special circumstances, and with the agreement of the Landlord, an exception may be made.

In this case, the Landlord is entitled to apply a higher tariff, which shall be communicated to the Tenant in advance and noted in writing on the rental agreement.

### INSPECTION AND INVENTORY

An inspection and inventory of the furniture and fittings will be made at the start and end of the lease by the Landlord or their representative with the Tenant. If the inventory cannot be made at the time of arrival, the Tenant has seventy-two hours in which to check the inventory displayed in the premises and inform the Landlord of any discrepancies. After that time, property rented will be assumed to have been undamaged on the Tenant's arrival.

An inspection must be made at the end of the lease and signed by both parties. The Tenant agrees that the inspection may be made either by the Landlord or their representative.

If the Landlord observes any damage, he or she must inform the Tenant within one week.

### CANCELLATION

Any cancellation must be made by registered letter or by telegram:

#### a) Cancellation by the Tenant

Any cancellation of this agreement by the Tenant must be made by registered letter with receipt of delivery to the address given on this document and the date on which the Landlord receives it will be the relevant one.

- If the cancellation is received more than 90 days before arrival, the Landlord shall return within thirty days the whole of the advance payment made by the Tenant.
- If the cancellation is received more than 60 days but less than 90 days before arrival, the Landlord shall return within 30 days 75% of the advance payment made by the Tenant.
- If the cancellation is received more than 30 days but less than 60 days before arrival, the Landlord shall return within 30 days 50% of the advance payment made by the Tenant.
- If the cancellation is received less than 30 days before arrival, the Landlord shall retain the whole of the advance payment made by the Tenant.
- Should the Tenant cancel at any time before arrival because of force majeure duly supported by valid reasons, the Landlord shall return the advance payment in full within 30 days of the date of cancellation.

#### b) If the Tenant does not appear on the day specified in the agreement or within twenty-four hours and does not inform the Landlord:

- This agreement is considered to be cancelled.
- The advance payment is retained by the Landlord
- The Landlord may rent or use the accommodation as he or she sees fit.

#### c) Cancellation by the Landlord:

#### Before the Tenant arrives:

If for whatever reason, except force majeure, the Landlord cancels this agreement before the Tenant arrives, he or she will pay the Tenant a sum equal to twice the advance payment plus interest at the official rate for the period running from three months after the date of the advance payment until the date of refund. The refund will be sent in a registered letter with receipt of delivery within 15 days of the date of cancellation.

#### After the Tenant arrives

If the Landlord cancels the agreement during the rental period, proper justification must be given, such as unpaid rent, Tenant's cheque doesn't clear, proven damage to the accommodation or complaints from neighbours.

### EARLY DEPARTURE

If the Tenant chooses to depart early, and if the Landlord is not in any way responsible for this decision, there will be no refund, except for the security deposit.

**Force Majeure:** If the Tenant presents serious reasons characteristic of *force majeure* (unforeseeable, compelling circumstances outside of the Tenant's control) making it impossible to continue the lease, the agreement will be cancelled without further formalities. The amount of rental already paid by the Tenant will be returned, pro rata for the period left of the lease.

### \*INSURANCE

The Tenant must insure the rented premises. The Tenant must therefore check that his or her domestic insurance policy **covers** holiday accommodation.

If it does not, the Tenant must apply to his or her insurance company for an extension of cover, or else take out a special holiday policy.

An insurance certificate must be shown on arrival, or a signed statement from the Tenant.

### DISPUTES AND COMPLAINTS

It is recommended that the complainant apply to the local recognised Clévacances body or tourist office which will attempt to arrive at an agreed settlement of the dispute:

- if the agreement has been signed by both the Landlord and the Tenant
- if the complaint is presented within three days of arrival where the dispute concerns the state of the premises or the description.
- if, in regard to any other complaint, it is made at the end of the lease

If no agreement can be reached between the Landlord and the Tenant, the dispute will be submitted to the courts holding jurisdiction over the property.

*\*Insurance: The Clévacances contract requires the renter to obtain insurance to cover accidental damage to the property. This is in our view, equivalent to Personal Liability Cover and is usually provided as an addition to household insurance or as part of a travel insurance policy.*