



L'Estello



Domaine de l'Estello Gîte: General Terms and Conditions for Rental

Article 1: Confirmation of Reservation

Rentals are guaranteed solely by the receipt by GFA Domaine de l'Estello ('**the Owner**') of a deposit ('**the Deposit**') paid by the person making the booking ('**the Occupier**') comprising **30% of the total rental due** which will be deductible from the total rent due on arrival. The Deposit will be banked by the Owner immediately on receipt.

The Deposit can be settled by **Visa debit card, Visa credit card or Eurocard/Mastercard credit card**. The holder of the card expressly authorises the Owner to charge the amount of the Deposit in acknowledgement of these prevailing General Terms and Conditions.

If the rental is cancelled, and if the need arises, the holder of the card to which the Deposit was charged hereby authorises the Owner to charge the balance outstanding on the reservation according to the method permitted in the relevant cancellation provisions contained in these prevailing General Terms and Conditions.

The reservation made by the Occupier becomes final as soon as the deposit is banked. Upon payment of the Deposit the Occupier is deemed to have accepted article 4 below (Cancellation).

The balance due under the rental is payable at the latest on the day the gîte is first occupied.

Article 2 – Tourist Tax

With the aim of pursuing actions to develop the hospitality and promotion of the Dracénie area, the 'Communauté d'Agglomération Dracénoise' (the local Dracénie Urban Authority - 'CAD') has decided to impose a tourist tax effective from 1 January 2011.

The tourist tax is due from individuals aged over 13 who pay for lodging in the communes of the CAD. The owner of the accommodation collects the tax on their behalf and remits it to the commune.

Article 3: Duration of the Rental

The Occupier contracts to rent the gîte for a predetermined duration and will not be able in any circumstances to exercise any continuing right whatsoever over the premises at the end of the agreed rental period.

Article 4: Cancellation by the Occupier

Any cancellation must be notified to the Owner by registered post or fax.

- If the cancellation is made more than 60 days before the commencement of the rental period, the Owner shall reimburse the Deposit to the Occupier.
- If the cancellation is made less than 60 days but more than 30 days before the commencement of the rental period, the Owner shall retain the Deposit.
- If the cancellation is made less than 30 days before the commencement of the rental period, the Owner shall retain the Deposit and the balance of the entire rental payment will become due.
- If the Occupier does not present himself within 24 hours of the arrival date stated in the contract, that contract will become null and void and the Owner will be able to take back the gîte. The Owner will retain the Deposit and the balance of the entire rental payment will become due.
- If the rental period is curtailed, the entire rental shall remain due with no right of reimbursement.

Article 5: Cancellation by the Owner

In the event that the Owner cancels the booking, the Owner shall repay to the Occupier the whole of the amounts paid by the Occupier, as well as compensation at least equal to that which the Occupier would have had to bear if the Occupier had made the cancellation himself on the same date.

Article 6: Time of Arrival and departure

The gîte will be available **from 4pm on the first Saturday** of the rental period. In the event of a late arrival or a postponed arrival, the Occupier shall notify the Owner of the new date of arrival. You must **check out by 10am**, at the latest, on the Saturday morning of your departure.

Article 7: Condition of the Premises

An inventory shall be taken at the beginning and end of the occupancy signed by the Occupier and the Owner or his representative. Such inventory shall be the sole point of reference in a dispute about the condition of the premises.

The state of cleanliness of the gîte upon the arrival of the Occupier shall be confirmed in the inventory. The cleaning of the premises is the responsibility of the Occupier during the rental period. **Cleaning on departure will be the Owner's responsibility.**

Article 8: Guarantee or Security Deposit

Upon the arrival of the Occupier, the Owner will request **a security deposit amounting to 300 euros**. On departure the condition of the premises will be discussed and the security deposit shall be returned subject to any deduction necessary for the cost of reinstating the premises if there has been damage.

If the intended time of departure is earlier than the time stated in the contract and such departure prevents a discussion of the condition of the premises at the time the Occupier departs, the security deposit will be withheld by the Owner for a period no longer than seven days subject to any deduction necessary for the cost of reinstating the premises if there has been damage.

Article 9: Use of the Premises

The Occupier must ensure that the property is occupied peacefully and must use the property in accordance with the purpose for which it is let.

Article 10: Capacity

Under the present contract the property is intended for use by **no more than four people**. If the number of occupants exceeds this number, the Owner can refuse the excess. Any alteration or breach of the contract will be considered to be the decision of the client.

Article 11: Pets

The gîte is situated in the middle of a vineyard and the land is not closed off. Consequently, except with the express approval of the Owner, **pets are not accepted**.

Article 12: Security

Children move around the Domaine de l'Estello under the sole responsibility of their parents. The above ground swimming pool has **removable steps**, which must be permanently kept away from the pool **unless and until bathing takes place**.

Article 13: Insurance

The Occupier is responsible for any and all damage which he may cause. It rests entirely with the Occupier to have sufficient holiday insurance cover against possible risks.

Article 14: Disputes

Any complaint as to the condition of the property must be referred to the Owner within three days following the date of arrival. Any other complaint relating to the stay must be addressed in writing without delay. A proposal designed to reach an amicable agreement will be put forward at that time.

In the case of a more fundamental disagreement which cannot be settled amicably, the dispute will be referred to the exclusive jurisdiction of the *Tribunal de Commerce* sitting in Draguignan.

Article 15

These current Terms and Conditions are capable of alteration at any time without notice. These conditions are deemed to have been accepted and respected as soon as the Deposit is paid.