

## VILLA Josephine

VILLA JOSEPHINE, 1 Quai du Tech, Route du Vieux Pont, 6610, Amelie les Bains, Palalda, France.

### Terms and Conditions

- 1) The 25% deposit required before a booking can be confirmed is **non refundable**.
- 2) Upon receipt of the booking form and deposit an invoice/statement will be sent to the client.  
This constitutes a formal acceptance of the booking.
- 3) The balance due is payable at least 8 weeks before commencement of the holiday. If these monies are not received by the due date, the owner reserves the right to consider the booking cancelled. No refund will be made unless the owner is able to subsequently re-let. Should such a situation arise, any extra costs incurred in re-letting will be deducted from the due refund. The client is strongly recommended to take out a full comprehensive travel insurance policy, including cancellation cover, and to have full cover for the party's personal belongings, public liability etc. since these are not covered by the owner's insurance.
- 4) A security deposit representing 25% of the rental charge is required. This is to cover loss or damage to property. However the sum reserved in this clause shall not limit the client's liability to the owner. The owner will hold an uncashed cheque from the client and will return it within 7 days of the end of the rental period provided there is no damage or loss. In the case of broken china and glass it is advisable for clients to replace these locally before leaving rather than to have the equivalent deducted from their security deposit.
- 5) The client agrees to be considerate, to take good care of the apartment and shared pool and grounds, leaving them in a clean and tidy condition at the end of the rental period. Although a final clean is included in the price, the owner reserves the right to make a retention from the security deposit if the property is left in an unacceptable condition. The client also agrees not to act in a way to cause disturbance to those resident in the adjacent apartment and to those sharing the pool and common garden area.
- 6) Children must remain the responsibility of parents/ guardians during their stay at Villa Josephine. The Owner disclaims all such responsibility. Children must be supervised in the pool area at all times. The use of the swimming pool is entirely at the client's risk and the owners cannot be held responsible for any injury, loss or damage to persons or property arising from improper use of the pool or other facilities.
- 7) Smoking is strictly prohibited inside the property.
- 8) The client shall report to the owner, without delay, any defects in the property, or any breakdown of equipment, machinery or appliance in the property, pool or garden, after which time arrangements for repair or replacement will be made as soon as possible.
- 9) The owner shall not be liable to the client for any defect or stoppage in the supply of services to the property nor in respect of any equipment, plant machinery or appliance in the property, pool or garden nor for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the owner, nor for any loss of damage or inconvenience caused to or suffered by the client if the property shall be destroyed or substantially damaged before the start of the rental period, and in any such event, the owner shall, within 7 days of notification to the client, refund to the client all sums previously paid in respect of the rental period.
- 10) The use of the property and its amenities including the pool and garden are used entirely at the user's risk and no responsibility can be accepted for injury to a user or visitor, as for loss or damage to the users or visitor's belongings.
- 11) Car parking should be utilised with consideration for users of the other apartment and with particular regard to the safety of all other guests, especially children. No responsibility can be accepted for any injury, loss or damage to any person's motor vehicle or its contents.
- 12) Under no circumstances shall the owner's liability to the client exceed the amount paid to the owner for the rental period.
- 13) The client and their party acquire no rights whatsoever over the property except for occupation as a holiday let for the period booked. The client shall not sublet the property.
- 14) The person in whose name the booking is made is deemed to be the party leader and is responsible for all members of his/her party observing these Terms and Conditions.
- 15) Acceptance of these Terms and Conditions by signing and returning the completed booking form by post or e-mail implies knowledge and acceptance of all the Terms and Conditions..
- 16) This contract shall be governed by English law in every particular including formation and interpretation and shall have been deemed to have been made in England. Any proceedings arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in England.

**Terry and Janet Moore, Dove Cottage, Dish Lane, Sutton on the Hill, Ashbourne, Derbyshire DE6 5JA**