

Basis of agreement

On acceptance of payment towards a holiday letting a contract exists under English law with the following terms and conditions. The agreement is between the client (*You* or *Your*) and Mr & Mrs R F Pennell (*We*, *Our* or *Us*). Payment indicates that *You* agree these terms and *You* are aware of the property description.

The Rental Period, unless otherwise stated, is from 4:00 p.m. on the agreed arrival date until 10:00 a.m. on the agreed departure date.

If these terms are breached the lease may terminate immediately and without refund.

Occupants

You will provide Your contact details including home address and if applicable your portable telephone number; and the names and indicative ages of all proposed occupants.

The agreement is for a stated number of occupants including infants of any age and does not allow additional persons to stay overnight without prior agreement by *Us*.

Pets

Pets are not permitted in the apartment under any conditions.

No smoking

Smoking is not permitted within the apartment or elsewhere in the building.

Payments

An advance payment equal to 50% of the rental is required to confirm *Your* reservation. The balance of rent is required 30 days before *Your* arrival, together with a returnable security deposit (see below).

If *We* have not received full payment by 15 days prior to the arrival date, the booking may be deemed to be cancelled and *You* will be liable for cancellation charges.

Payments and refunds are by cheque or bank transfer in GB pounds, or by credit card for bookings via Owners Direct.

Cancellation

This may be by non-payment (as above) or by notifying *Us* in writing, by email, or by telephone. A change of apartment or date may be treated as cancellation and re-booking.

Cancellation Charges

In the event of cancellation for any reason *You* are responsible for the full cost of rental excluding service charges (£40 per booking and £2 per night for additional people). This is due for payment 30 days prior to the start date.

Subsequently, if *We* are able to re-let the property, at *Our* discretion *We* will refund *Your* payments less 10% of rental (or any loss of income that exceeds that sum).

Security Deposit

A security/damage deposit of up to £100 is required for each property booked and is due with the balance of rent. However, *Your* liability for loss or damage is not limited to the amount of the Security payment. Please see 'liabilities' below.

The security deposit is fully refundable within one month of occupation, provided the following provisions are met:

- No loss or damage to the property or its contents including linens, beyond normal wear and tear.
- The property is left in the same state of order and cleanliness *you* found it in. Utensils are washed and put away, floors and surfaces are cleaned including kitchen bathroom and toilet, rubbish is disposed of; and bed linen removed as instructed.
- Heaters are turned down.
- Shutters are secured, doors locked, and keys replaced where found.

(Excess charges may be applied including: £20 for a set of lost keys, 30€ per hour for additional cleaning, £10 per hour for departure later than agreed.)

Your Responsibilities

You are Responsible to take reasonable care of the property including locking doors and closing windows and security shutters whenever you leave it unattended. *You* must be considerate regarding other residents, parking, and access for snow ploughs.

You must leave the property in the same state of cleanliness and repair *you* found it in.

Liabilities

You are advised to have holiday insurance including cancellation, sporting activities, and personal liability including damage to property.

You accept responsibility for uninsured losses or damages caused to our property and indemnify *Us* and hold *Us* harmless for any third party charges arising from *your* occupation. This may exceed the security deposit paid.

If the accommodation is not available as advertised or becomes unusable due to events outside *Our* reasonable control, *Our* liability to *You* shall be limited to the total payments received. However *we* will make efforts to secure suitable alternative accommodation and may otherwise compensate *you* at *our* discretion.

Access to keys

For any of *our* apartments, two sets of keys are left in a mailbox with digital lock in the foyer of chalet la Biche. Thus *you* may start and finish *your* occupation at any time during the rental period provided *you* have the code with *you*.

Problems

We cannot guarantee to fix any problems that may occur during *your* stay, but please do let *us* know as soon as possible so that *we* can endeavour to help.

We can be contacted by email to bob@bycar.com or by text to 0(044)7840 778588 or 0(044)7519 476577.

Holiday information

We aim to have everything *you* may need on the www.bycar.com website. However, *we* are very pleased to hear from *you* if *you* have other queries or cannot find what *you* would expect on the website or at the apartments.

We appreciate any feedback including Reviews on Owners Direct / HomeAway website.