

PARC OASIS
Rn 559, 83580 Gassin, France

GENERAL LETTING TERMS AND CONDITIONS

1. Booking Form

You must first complete one of our standard forms which summarises how much you should be paying and when.

2. Letting Agreement

Please sign the letting agreement of which these General Terms and Conditions form an integral part, whereupon a binding contract comes into force between you and us. This contract and all matters arising out of it are governed by English Law and will be dealt with only by Courts in England and Wales. Changes to these booking conditions and related details will only be valid if agreed by us in writing.

3. Length of Stay

We ask that you respect the dates and times stipulated on the booking form. We will always try to accommodate requests for changes but we cannot guarantee that we will be able to help. We strongly recommend that you take out holiday insurance so that you are covered in the event of illness or other major cause which prevents you taking your holiday at the booked times and dates (see below).

If you have to shorten the length of your stay, we will make every effort to relet the property at the full letting value for that period. If we succeed in reletting the property, then the proportionate amount of the rent received for the shortfall period, less 10%, will be refunded to you.

Equally, we are unable to give any assurance that an extension of the letting period will be possible, but we will always try and accommodate any such request, albeit that it may entail a transfer to a similar property on the same site.

4. Arrival and Departure

You can have access to the property any time after 4pm on the start date of your booking and you must vacate the property by 10am on the last day of your booking. Please see the instruction booklet for the procedure for access if your arrival at the property is delayed later than 8pm on the start date. You must contact us one of the numbers on your booking form if your arrival is delayed for any reason beyond the agreed start date.

5. Brochure/Advertisement Accuracy

Although every effort is made to ensure the accuracy of all details about the property and the booking process in any literature or advertisement that is made available, regrettably errors do sometimes occur, and in any case information, and in particular prices, can change from the time of printing an advertisement many months earlier, not least because we are always seeking to improve the properties offered for letting. We may also extend the range of properties offered, and there may be small differences between each property which need some small explanation.

You must therefore check all details of your chosen property with us at the time of the booking. We cannot accept responsibility for any changes to or closure of local attractions, amenities, facilities or service which are outside our control.

We reserve the right to:

- (a) pass on any additional amounts if full should VAT or IPT be extended or increased or any other governmental levies be introduced which affect the price of this booking;
- (b) increase or decrease the price of unsold periods at any time;;,
- (c) correct errors in both advertised and confirmed prices, which we will do as soon as we become aware of any such error.

6. Your Responsibility for the Property

You agree to keep the property and all its fittings and contents clean and tidy, and to leave them in a similar condition to how they were when you arrived. If it is deemed that if the cleaning required surpasses the cleaning included in the rental, a deduction will be made from your breakages deposit. You are also responsible for the actual and related costs of any breakages, loss of damage to or in the property or any other related services. Any such costs will be deducted from your security deposit and if those costs exceed that deposit, you will receive notification in writing within 7 days of that notification.

You must not allow more people to stay in the property than the numbers you have declared on your booking form. If this does happen, we can require you to leave the property before the end of the agreed holiday booking and you will be deemed to have cancelled the entire holiday and the cancellation charges in clause 8 will apply.

We can refuse access to you or any of your party or ask you to leave before the end of your booking period if we reasonably believe that you or your party may have caused or are likely to cause damage to the property or danger, distress or significant annoyance to a third party. Again, you will be deemed to have cancelled the entire holiday and the cancellation charges in clause 8 will apply. No refunds will be made and we will not be responsible for any costs, expenses or losses incurred by you or your party in such an event.

You must allow us or our appointed representative or workman to enter the property at any reasonable time in order to carry out essential repairs or maintenance.

You must notify us of any claim you make in connection with the property under any insurance policy.

7. Our Liability to You

In the event that the property cannot be made available for any reason, we will refund the whole of any amount you have paid for the holiday, but we will not be responsible for:

- (i) any loss or expense which should properly be claimed under a Travel Insurance Policy;
- (ii) any loss or expense which you incur as a result of your own act or omission, or on the basis of any information given to us prior to accepting your booking whereby we could not have reasonably foreseen that you would have suffered loss or expense.

8. Cancellation Charges, Compensation and Procedures

Changes by you:

Should you need to make any changes in your booking after we have issued your confirmation, you should contact us as soon as possible. We will always make every effort to assist, but we cannot guarantee that we will be able to meet any such request. Under the terms of some Travel Insurance Policies we may be obliged to treat a change of booking dates as a cancellation of one holiday and the rebooking of another, in which case the charges set out below will apply.

Cancellation by you:

Should you need to cancel your booking after it has been confirmed, you must immediately advise us in writing - we recommend that you do this by recorded delivery post. The following charges will become payable: _

- More than 56 days before the start days - full deposit including any balance due;
- 29 to 56 days before the start date - 50% of total cost or full deposit;
- 28 days or less before the start date - 100% of holiday cost.

Cancellation by us:

As we take bookings sometimes many months before the actual date of the holiday, changes beyond our control can occur. We will always make every effort to avoid any changes but we must reserve the right to do so. In particular, fire, flood, or other major damage which might render the property uninhabitable until after your booked dates. Most changes are minor but the following may be deemed as significant changes: =

- a change of property to one of lower standard;
- the closure of the swimming pool;
- the closure of the tennis courts;

In these events, you may either ask to cancel your holiday and ask for a full refund, or you can proceed to take up the booking and claim compensation of £25 for declared person in your party.

No compensation will be payable:

- if we cancel as a result of your failure to make all payments due in full and on time;
- if we are obliged by "force majeure" to change or terminate your booking after your departure from home before the scheduled end of your booked period.

We do therefore strongly advise that you take out adequate Travel Insurance as soon as you make your booking.

9. Complaints and Problems

We really want to ensure that your holiday accommodation meets your expectations, but in the unlikely event that you are not happy with any aspect of the property or facilities, the following procedure should be followed:¼

(i) You must make immediate contact with us at one of the numbers on the booking form if the complaint is of a transient nature that cannot possibly be investigated later;

(ii) All other complaints, or if you are still unhappy with the short term solution provided, you must write to us within 7 days of your return to the UK (or 28 days in the case of serious personal injury, illness or death) with full details of your complaint or claim. Please note that we cannot accept any liability for any complaints or claims if they do not involve personal injury, illness or death, if you do not notify us in accordance with this procedure and timescale.

10. Insurance

We strongly recommend that you take out adequate travel and holiday cancellation insurance.

11. Passports, Visas and Health Requirements

It is your responsibility to ensure that you and all the members of your party are in possession of all the necessary travel and health documents before your departure from the UK. You must pay all the costs of obtaining such documentation, and of any related subsequent fines, surcharges or other financial penalties. We cannot accept any liability if you or any members of your party are refused entry into any country or on to any transport due to failure on the part of the person concerned to carry the correct documentation.

12. Force Majeure

Except where otherwise expressly stated in these General Terms and Conditions, we cannot accept liability or pay any compensation where the performance of our obligations is prevented by "force majeure". In these conditions "force majeure" means any event which we could not, even with all due care, foresee or avoid, including, but not limited to, war or threat of war, riot or civil commotion, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, or fire, flood or widespread disease or pestilence.

SIGNED:

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The Tenant