

TERMS & CONDITIONS OF BOOKING

1. The property known as either **Riverbank or Riverview** ("the Property") is offered for holiday rental subject to confirmation by **Mr or Mrs Moody** ("the Owner") to the renter ('the Client').
2. To reserve the Property, the Client should complete and sign the booking form and return it together with payment of the initial non-refundable deposit (50% of the total rent due). Following receipt of the booking form and deposit, the Owner will send a confirmation email or letter and statement. **This is the formal acceptance of the booking:** the name of The Property booked will be at the head of the booking form. The Owners reserve the right to upgrade the booking from Riverbank to Riverview if they deem it necessary. No additional charges, relating to this upgrade, will fall on The Client in this case.
- 3- **PAYMENT, CANCELLATION & REFUNDS** - The balance of the rent together with the security deposit (see clause 5) is payable not less than eight weeks before the start of the rental period. If payment is not received in full by the due date, the week(s) will be released as 'available' and open for re-booking without further notice by the Owner. Your reservation may be cancelled by e-mail by the Owner at any time whilst this situation persists and this shall be final; your deposit will be retained until such time as the week(s) are re-booked; in that instance, the deposit will be refunded less any charges incurred for re-advertising or reduction in letting rate achieved. If the Client wishes to re-book, rental rates set by the Owner at the time of re-booking will prevail; any previous agreed price or discount will not automatically carry forward into the new booking. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.
The Client may cancel at any time; the owner will refund any amounts paid only when the week(s) have been re-let. Any costs incurred in re-advertising or reduction in letting price achieved, will be deducted before refund.
4. Any chargeable expenses arising during the rental period (e.g. dinners, purchase of vegetables etc) should be settled locally with the Owner at the time they are received.
5. A Cleaning & Damages deposit of £150 is payable at the same time as the final balance of the rental, in case of the gite not being left in a suitably clean state and to replace/recover any damage/loss to the property or its contents. *Repayment of the deposit remains under the terms of Clause 16.* However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Owner will account to the Client for the Cleaning & Damages deposit and refund the balance due within two weeks after the end of the rental period. For rental periods exceeding two weeks, a higher security deposit may be requested at the time of booking.
6. Well behaved pets are welcomed to Moulin Tixier, by prior agreement of the Owner. Clients will be expected to immediately clean-up any mess made by their pets. The owners reserve the right to refuse or terminate the rental should, on arrival or any time thereafter, any pet(s) are considered, by the Owner, to be behaving badly. In this event, no refund of rental charges will be made.
7. The rental period should commence at 16.00h on the first day and finish at 11.00am on the last day. The letting week commences on a Saturday. The Owner should not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated.
8. The maximum number to reside in the Property must not exceed the number stated on the Booking Form, nor must names be changed without the Owners' consent. The Owners reserve the right to refuse occupancy in these circumstances. Overnight guests are not permitted. Day-guests are permitted only by the express and advanced permission of the owners; this is to respect the privacy and quality of the holiday experience here for both gites.

9. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it as clean as they found it. Although a final clean is included in our prices, the Owner reserves the right to make a retention from the Cleaning & Damages deposit to cover additional cleaning costs if the Client leaves the Property in a condition other than that in which it was handed over at the start of the rental. The Cleaning & Damages deposit shall be returned to the Client by the Owner not more than 10 days after the final date of the Rental. This shall be returned in UK Pounds Sterling either by bank transfer or cheque at the rate prevailing at the time. This shall be the case however the deposit was originally paid.
10. The Client also agrees not to act in any way which would cause disturbance to those resident in neighbouring properties. The Owner reserves the right to terminate the rental at any time if the owner deems the Client to be in breach of this clause.
11. The Client shall report to the Owner without delay any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property or garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible.
12. The use of accommodation and amenities such as swimming pool, children's play area, is entirely at the user's risk and no responsibility can be accepted for injury to any member of a client's party or loss or damage to a client's motor vehicle or belongings.
13. Due to the nature of the gardens at Moulin Tixier, the Client will undertake to ensure that Children are supervised at all times by a responsible adult. While providing character to the gardens, the ancient mill ruins are also dangerous and access is prohibited for your own safety. The Owner can not accept any responsibility for injury to any member of a client's party if this is not adhered to.
14. Smoking is not allowed in the Property or in the vicinity of the pool at any time.
15. The Owner reserves the right to terminate the rental at any time if the Client is in breach of any of the clauses, without refund, full or partial, as set out in clause 16.
16. The Owner shall not be liable to the Client for:
 - any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliance in the property, garden or swimming pool.
 - 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.
 - any loss, 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 seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
 - any refund if the rental is terminated by the Owner due to Client being in breach of any of the clauses; nor if the Client chooses to terminate the rental early.
 - under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England, where the booking was made, confirmed and paid. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.