

I. GENERAL CONDITIONS

This 2021 Booking Terms & Conditions document is a special 'No Risk' version of the standard document, created in the context of the Coronavirus pandemic. Sections shown in italics are specific to rentals taking place in 2021. The rest of the text remains as for previous SG Rental Agreements.

Simply Gascony Limited (company number 07632986) (the "Agent") and also referred to in these Booking Terms and Conditions (the "Terms") as "we", "us" or "our", acts as Marketing Agent for the Owners (the "Owners") of the properties (the "Properties") featured on our website www.simply-gascony.co.uk (the "Website").

Reference to "you" and "your" means the person (the "Primary Tenant") who signs the Booking Form (the "Form"). When making a booking with us the Primary Tenant agrees on behalf of all persons (the "Members of the Group/Party") occupying the Property that:

- i) he/she has read these Terms, has the authority to, and agrees to, be bound by them on behalf of the all the Members of the Party;
- ii) he/she is over 18 years of age, and when booking a Property that has age restrictions, he/she declares that all Tenants are of the appropriate ages.

2. BOOKING AND PAYMENT

These Terms & Conditions, and the Booking Form which you have signed, together set out the details of the entire Rental Agreement ("Agreement") between you (the Primary Tenant) and the Owner of the Property specified on the Booking Form.

A Provisional Booking is made between you, the Primary Tenant, and the Owner, when we confirm to you by email that we have accepted your completed, signed Booking Form.

To convert your Provisional Booking into a Confirmed Booking, you must pay the 25% Rent Deposit by a bank-to-bank transfer to the Simply Gascony Client bank account, the details of which are on the Booking Form. This payment must be made at least FOUR WEEKS before the start of the Property Rental. On receipt of the Rent Deposit, we will send you an email (copy to the Owner) to confirm your Booking. Please note that any bank charges are payable by you.

To secure your Confirmed Booking, you must pay us the Rent Balance (Total Rent minus the Rent Deposit), together with a refundable Security Deposit (as defined below), at least TWO WEEKS before the start of the Property Rental. If you fail to pay the Rent Balance in full by the due date, we will be entitled to treat your booking as having been cancelled by you.

If, during the period after you make a Provisional Booking and before you pay the 25% Rent Deposit, SG receives another enquiry to book the same property/period as you have booked, then we will be entitled to ask you to pay the 25% Rent Deposit within 7 days to confirm your Booking, or else the Owner will be entitled to accept this alternative booking and yours will be cancelled.

If a property is booked fewer than **FOUR WEEKS** before the start of the Rental Period, then the Total Rent is due at the time of booking.

3. CANCELLATION BY YOU

Any cancellation by you must be sent by email notification to Simply Gascony. Cancellation will take effect on the date we confirm back to you that we have received this notification. If you do not receive our confirmation within 24 hours of sending notification, you must telephone us to check that your email has been received.

If you cancel your Booking:

- i) *more than 4 weeks prior to the start date of your Rental Period, there will be **no cancellation charges**, and you will be refunded any money you have already paid*
- ii) *less than 4 weeks and more than 2 weeks prior to the start of your Rental Period, then Simply Gascony is entitled on behalf of the Owner to retain the 25% Rent Deposit already paid by you*
- iii) *less than 2 weeks prior to the start of your Rental Period, then Simply Gascony is entitled on behalf of the Owner to retain the full amount of the Rent already paid by you.*

HOWEVER, if you cancel your booking at any time because of official government travel restrictions AND you then rebook the same or another SG property to rent during 2021 or 2022 (subject to availability and any rent variation), then no cancellation or other costs will be charged to you.

4. CANCELLATION BY THE OWNER

If the Owner (or Simply Gascony acting on behalf of the Owner) is obliged for any reason to cancel or modify your Booking, NOT because of any breach by you, we will notify you as soon as possible. In these circumstances, Simply Gascony will use its best endeavours to offer you alternative accommodation that matches the Property you have booked. If you do not wish to accept any such alternative accommodation (and any rent variation), you will have the option to cancel your Booking and you will receive a full refund by the Owner of all monies paid by you up to the date of cancellation.

If the Owner (or Simply Gascony acting on behalf of the Owner) cancels or terminates your booking because you are in breach of any part of these Terms & Conditions, then you will not be entitled to any refund or compensation.

If such cancellation by the Owner (or by Simply Gascony acting on behalf of the Owner) does take place, then the liability of the Owner shall be limited to the refund of any monies already paid by you and shall not include any liability for any other costs or damage you may incur because of this cancellation.

5. RENT

Unless otherwise stated, the Rent for the Property includes pre-arrival cleaning and preparation, utilities, clean bed linen and towels. In Low/Mid-Season a heating/electricity charge may be added to the rent for some Properties. You will be advised of this at the time of booking and any additional charges will be set out in the Booking Form.

6. SECURITY DEPOSIT

If you or any member of your party causes any damage (other than ‘normal wear and tear’) to the Property, or any item in it or on its premises, or a requirement for extraordinary cleaning, you will be required to pay, or reimburse, the fair and reasonable costs of making good such damage or extra cleaning.

We therefore require a Security Deposit to be paid by you at the same time as the Rent Balance to cover any such damage (the refundable “Security Deposit”). The costs of any damages, breakages, and any extra cleaning that we consider should be paid for or reimbursed by you will be deducted from the Security Deposit. The Security Deposit will be refunded to you within 4 weeks of the end of the rental period MINUS any charges or deductions for damages or cleaning, as referred to above. In all matters concerning the Security Deposit or any deductions to be made from it, the decisions of Simply Gascony shall be final and binding on both the Owner and the Tenants.

7. MAXIMUM OCCUPANCY

The maximum number of people allowed to stay at the property (excluding infants under the age of 2) is stated in the Property Description and on the Booking Form, and some property Owners may limit the number (or ages) of children. Only the Tenants listed on the Booking Form may stay overnight at the property, unless with our prior written agreement. If you exceed the maximum number allowed to stay in the Property, your Booking may be cancelled immediately by the Owner or Simply Gascony and either the excess number or the entire Party may be required to leave the Property without further notice.

8. ARRIVING AND LEAVING

Unless otherwise arranged with the Owner or Simply Gascony, arrival times at the Property are between 16.00 and 19.00 on the first day of the Rental Period, and the Property must be completely vacated by 10.00 on the day of departure. Any Tenants still at the Property after 10am on the last day of the Rental Period without prior permission in writing (by email or text) from the Owner or from Simply Gascony, shall be liable to pay extra charges equivalent to a whole day’s rental; this amount may be deducted from the Security Deposit.

9. TRAVEL INSURANCE

It is a condition of these Terms that all Tenants staying in the Property for any period, will have comprehensive travel insurance at the time of booking to cover the duration of the Rental Period and any related period of travel before/after the Rental Period. It is assumed that this insurance cover will be the only insurance protection for you and your Party. This insurance must cover ALL RISKS relating to your stay in the Property, including travel, personal belongings, personal liability, loss of life, personal injury and medical treatment, *including any risks related to the Coronavirus pandemic*. We are entitled to ask you to provide us with a copy of your insurance policy or certificate.

10. COMPLAINTS

If you have any complaint about the Property *during* the Rental Period, you should immediately inform the Housekeeper so that this person can try to rectify the problem. If this does not deal with the problem, please contact us as soon as possible by telephone or email so that we can investigate. If you do not inform the Housekeeper and/or Simply Gascony when a problem occurs, then we cannot be held responsible if this problem persists.

Any complaint made by you *after* the end of the Rental Period will be difficult for us to investigate and this delay may affect any claim that you might otherwise have wished to make against the Property or the Owner. We will treat very seriously any complaint you may make, and we will consider it carefully in the context of the description of the Property on our Simply Gascony website and as set out in the current House Book

11. OWNER'S LIABILITY TO YOU

We act as Agent for the Owner of the Property; as such we have no direct control over the Property you are renting, and we have no liability whatsoever for any injury, loss or damage you may suffer. The Owner of the Property does not accept any liability for any matters over which they have no control, including for any direct or consequential personal injury, loss or damage suffered by you or any other member of your Party in connection with your occupation of the rental property.

Any Complaint or Claim against the Property and/or the Owner of the Property will be investigated by us and discussed by us with the Tenant and the Owner to try to reach a mutually agreed conclusion. If any Complaint is deemed by us to be justified and reasonable, and we find that any resulting Claim should receive Compensation, then the appropriate amount will be deducted from the Rent already paid to the Owner. The maximum amount of compensation that may be paid in relation to any single Booking shall be limited in total to 25% of the Total Rent paid for that Booking.

In all matters relating to any Complaint, Claim and Compensation, the decisions of Simply Gascony shall be final and binding on both the Owner and the Tenants.

12. EVENTS OUTSIDE OUR CONTROL

The Owner (or Simply Gascony acting on behalf of the Owner) shall not be liable to pay you or any other Tenant any compensation if your Booking (and holiday) is affected by any event that is beyond our reasonable control. These events include (but are not limited to): war, threat of war, terrorist activity and its consequences or the threat of such activity; civil commotion, riot, any act of any government or other national or local authority, including port authorities, any industrial action by third parties; natural or nuclear disaster, fire, explosion, storm, wind, flood, freezing, earthquake, subsidence, epidemic or any other natural disaster; any failure of any public or private utility or telecommunications networks or providers; or any other form of 'force majeure'.

13. YOUR RESPONSIBILITIES

You must keep the property and all furniture, fixtures and fittings in or on the property in the same condition as when you arrive, and you must leave the property in the same general state of cleanliness and good order in which you found it, allowing for normal holiday usage. We reserve the right to deduct from the Security Deposit the cost of any extra cleaning or repairs if we consider the property is left in an unacceptable condition.

It is your responsibility to ensure that all the Tenants in your Party behave legally, respectfully and decently, and do not cause any unreasonable nuisance to the Owner or to any neighbours. In the event of the Owner or Simply Gascony receiving any complaint about the behaviour of any member of your Party, we will contact you to try to resolve this matter by mutual agreement. If the problem cannot be resolved, we reserve the right to ask the Tenant(s) concerned to leave the Property immediately, and/or we reserve the right immediately to terminate the entire Rental contract.

It is your responsibility to make sure that the Property is always secure.

You are using and occupying the Property and its facilities at your own risk. You are responsible for the safety and security of all children in your Party or visiting the Property. If the Property has a swimming pool it is your responsibility to supervise any use of the pool and to ensure that any pool security system is active when the pool is not in use.

Every Simply Gascony property has a ‘House Book’ which explains how things work and where there may be any risks. A digital copy of this will be sent to you before your Rental Period starts. As part of these Booking Terms & Conditions, it is the responsibility of the Primary Tenant to read and to act on the contents of this House Book and to pass on relevant information to other adult members of the party.

14. OWNER’S RIGHTS

The Owner (or Simply Gascony acting on behalf of the Owner) shall be entitled to require that one or more Tenants leave the Property immediately if:

- i) there are more people staying at the Property than the stated maximum occupancy
- ii) any activity is undertaken by any Tenant which is illegal, or may in the opinion of the Owner or Simply Gascony cause unreasonable damage, noise, nuisance, or disturbance
- iii) any Tenant contravenes our non-smoking policy

The Owner (or their representative) shall be able to have immediate access to the Property as required in the case of any emergency, and otherwise shall be able to have reasonable access during the Rental Period by arrangement with the Tenant.

15. PROPERTY DESCRIPTION AND FACILITIES

The Property Description on our Website, and as further set out in the current Property House Book, has been approved by the Owner and, to the best of our knowledge, was correct at the time of publication. We cannot be held responsible for any inaccuracy, misinterpretation or dispute that may arise in this respect.

Simply Gascony does not accept responsibility for the failure of any facilities at the Property including but not limited to, the failure of supply of gas, water, electricity, swimming pool filtration systems, domestic or electrical equipment or internet access.

If any such problem occurs, please inform the Housekeeper as soon as possible who will make every effort to solve any such problems. If immediate resolution is not possible, please inform us and we will use our best endeavours to find a solution as soon as possible.

16. RESIDENT ANIMALS

Some properties have resident animals (e.g. horses, cats, dogs). You will always be informed of any resident animals at a Property you are thinking of renting and it is your responsibility to make sure that none of your Party might suffer any allergic reaction to such animals.

17. NATURE OF THE PROPERTY

As is made clear in the Property Description and our general description of Gascony on our website and in other documents sent to you, the Property you are renting is situated in or close to the countryside in one of the most deeply rural parts of South West France. This is an area of traditional communities with conservative values, based on very old villages and market towns. There are no cities, no industry and not even much tourism.

This situation provides a great many advantages, but these advantages may in some circumstances be seen as 'disadvantages'. For example: you may be some distance from any major shopping centre and you may not be able to find products and services you would expect to find at home; there is minimal 'night life'; in summer there are occasional heavy storms which can interrupt electricity and telecoms services (= no internet!); there is abundant wildlife all around and sometimes, for example at harvest time, this wildlife may seek sanctuary in the house you are renting – although this is more likely to be Field Mice than Wild Boar! In Gascony, spiders are regarded as being as useful and decorative, as are the very many species of butterfly and bee.

Things tend to happen rather slowly in Gascony; people have time to talk to each other when they meet; cars are few, but tractors can fill the narrow lanes; the weather is usually reliable and a pleasure, but our summer storms can be sudden and dramatic; you should be prepared to relax, adjust to the Gascon way of life, and take everything as it comes!

18. OTHER SERVICES

The Tenant(s) may agree with the Owner/Housekeeper or Simply Gascony to buy Other Services (e.g. cleaning, cooking, shopping, baby-sitting, etc) that are outside the scope of the Rental Agreement and the Rent charged. Normally payment for such Other Services will be made on site and direct to whomever has provided these services.

If the Tenant leaves the property at the end of Rental Period and has not paid in full for any such services, then Simply Gascony may make a deduction from the Security Deposit in order to complete any payments for Other Services that can be shown to be still outstanding.

19. MEDICAL

France has an excellent 'national health service'. Toulouse is a major university city with high quality teaching hospitals and local doctor/pharmacy/health/paramedic systems are as good as anywhere in the world. As a foreigner, you will have to pay for treatment at the time of provision or have recognised international health insurance. However, the nearest medical centre may be some distance from your Rental Property, so it's better to avoid 'emergencies'.

All our properties have information in their House Book about how to contact the emergency services and where to find local medical help.

It is essential that you inform us of any known pre-existing medical conditions in your Party that may require intervention by doctor, hospital, or emergency services during the Rental Period.

This means that your Housekeeper will be 'pre-warned' and will know whom to contact on your behalf should you or one of your party need medical assistance.

20. OTHER

Pets are not allowed at any of our properties, unless otherwise agreed in advance in writing with the Owner and/or Simply Gascony. Additional charges and/or an increased Security Deposit may apply to cover Pets.

If any Pet belonging to any Tenant is found at the Property during the Rental Period without the prior agreement of the Owner (or Simply Gascony acting on behalf of the Owner) then we may either require the immediate removal of the animal(s) and/or we may cancel the Rental contract with immediate effect.

Caravans and/or Tents etc may not be brought on to the Property during the Rental Period without the prior agreement of the Owner (or Simply Gascony acting on behalf of the Owner). If this condition is ignored, then we may either require the immediate removal of the objects and/or we may cancel the Rental contract with immediate effect.

21. SMOKING

Smoking is not permitted inside any of our Houses. Most of our properties have some sort of external covered area that may be used by smokers. Smokers must be very careful not to create any risk of fire and to clear up any debris.

22. COMMUNICATIONS

All communications between us and you will be by telephone or email and all documents will be sent as emails or as attachments to emails. All payments/money transfers shall be made by direct bank-to-bank transfer (e.g. by internet banking or BACS). Cheques, money orders or other paper-based methods are not accepted.

23. PRIVACY

We will use the personal information you provide to us to:

- i) process your payment for your Booking
- ii) inform you about any Simply Gascony offers and news; you may choose to stop receiving information from us by contacting us.
- iii) We will not pass on your personal information to any third party.

24. LEGAL

We may transfer our rights and obligations under these Terms to another organisation and we will notify you if this happens. This will not affect your rights under these Terms. It is agreed that you, Simply Gascony and the Owner may enforce the provisions of these Terms in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "Act") which shall apply to these Terms.

These Terms and Conditions and the Booking to which they apply are governed in all respects by English law. In the event of any dispute, you, all other Tenants, the Owner and Simply Gascony all agree to submit to the exclusive jurisdiction of the English courts and to any appropriate dispute resolution procedures as may be required or recommended by the English Courts.

25. CORONAVIRUS

French and UK Government policies to control Coronavirus are currently having a significant effect on travel arrangements between these countries, and on many other aspects of life. You should pay careful attention to any government information or instructions relating to the Coronavirus pandemic and make sure your Travel Insurance (condition 9 in this document) covers any related risks. You should check the UK and French government websites for travel advice before confirming your holiday booking.