

## I. THE PARTIES & NATURE OF CONTRACT

This 'Holiday Rental Agreement' (the "Agreement") is a binding contract between:

The OWNERS of the Property:

and

The TENANTS of the Property:

The RENTAL PROPERTY is:

The agreed RENTAL PERIOD is:

and

The total AGREED RENT is:

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This Holiday Rental Agreement has been prepared by Simply Gascony Limited (English company number 07632986) (the "Agent") also referred to in this Agreement as "SG", "we", "us" or "our". Simply Gascony acts as Marketing Agent for the Owners (the "Owners") of the properties (the "Properties") featured on our website [www.simply-gascony.co.uk](http://www.simply-gascony.co.uk) (the "Website"). The Owner(s) referred to above in this Agreement have previously approved the terms and conditions set out in this document and have authorised SG to issue the Booking Form and Rental Agreement for the Tenant to approve and sign.

Reference in this Agreement to "you" or "your" means the person (the "Primary Tenant") who signs the Booking Form (the "Form"). When making a Booking with us the Primary Tenant agrees that he/she is over 18 years of age and that he/she has read Rental Agreement, and has the authority on behalf of all persons (the "Members of the Group/Party/Guests") occupying the Property to agree to be bound by its contents.

**Covid Conditions.** See Clause 12 for specific Covid-related reasons for cancellation of this Agreement.

**Rental Period.** This Rental Agreement covers a period of no more than TWO CALENDAR MONTHS. For a longer Rental a different form of this Agreement will be used.

**Maximum Occupancy.** The maximum number of occupants allowed to stay overnight in the Property is stated on the Booking Form. If the Tenant exceeds this maximum number, the Owner or Simply Gascony may immediately require the excess number to leave; alternatively, the Booking may be immediately cancelled, and the entire Party may be required to leave the Property.

**This Agreement** describes the basis on which the Primary Tenant and their Party will be using the Property and the rights and obligations of you and of the Owner. This Agreement and the Booking Form together set out the whole of the Booking contract between you (the Primary Tenant) and the Owner(s) of the Property.

## 2. CONFIRMATION OF BOOKING

A **Provisional Booking** is made between you, the Primary Tenant, and the Owner, when we send to you by email the Booking Form and this Rental Agreement, ready for you to sign and return. We will provisionally reserve the Property for you for up to two weeks.

To convert your Provisional Booking into a **Confirmed Booking**, you must within TWO WEEKS complete, sign and return the Booking Form to us. On receipt of the signed Booking Form, we will send you an email (copy to the Owner) stating that you have a **Confirmed Booking**.

To convert your Confirmed Booking into a **Secured Booking**, you must pay the Rent Deposit by the date stated on the Booking Form. You must then pay the Rent Balance and the Security Deposit by the dates stated on the Booking Form.

If you fail to make any of these payments by the dates stated on the Booking Form, we will be entitled to treat your booking as having been cancelled by you. Please note that any bank charges are payable by you.

## 3. RENTAL PERIODS & RENT PAYMENTS

This Agreement is valid for a Rental Period of up to a maximum of two months, starting and ending on the dates stated on the Booking Form. The total Rent to be paid for the Rental Period and the Security Deposit are as stated on the Booking Form.

## 4. ROLE OF SIMPLY GASCONY

This Agreement is designed to provide a fair and reasonable balance between the interests of the Owner and the interests of the Tenant. If any ambiguity, uncertainty, or disagreement should arise, Simply Gascony has a duty to interpret and apply the terms of this Rental Agreement to achieve this fair and reasonable balance between the parties. In any situation that may arise where any decision must be taken - whether generally in relation to the application of this Agreement, or particularly in relation to any money issues - Simply Gascony will take the necessary decisions which shall be final and binding on both Owner and Tenant.

SG acts as 'Stakeholder' on behalf of Owner and Tenant. SG shall receive and hold in its Client Account the Security Deposit paid by the Tenant and shall manage this to compensate the Owner for any damage, as described above. SG shall receive all rents due by the Tenant and retain in its Client Account on behalf of the Owner a minimum of 25% of all Rent Payments from the Tenant (the 'Retained Rent').

No later than 28 days after the end of the Rental Period, SG shall account for all monies managed through the Client Account in relation to this Booking and shall pay any balance due from the Security Deposit to the Tenant and shall pay any balance due from the Retained Rent to the Owner.

## **5. RETAINED RENT**

SG shall use the Retained Rent to make any necessary operating payments on behalf of the Owners, for example to the Housekeeper, cleaners, gardeners or other suppliers and contractors, so that the Tenant is always able to continue to enjoy reasonable use of the Property under the terms of this Agreement. SG shall hold this Retained Rent for up to 28 days after the end of the Rental Period to ensure that any payments due by the Owner in connection with the occupation by the Tenant of the Property may be paid by SG on behalf of the Owner if this should be necessary.

SG shall use this Retained Rent to pay any compensation that may be due to the Tenant as a result of any failure of performance by the Owner in relation to this Booking. Such compensation shall not exceed 25% of the total Rent Payments.

## **6. SECURITY DEPOSIT**

If the Primary Tenant or any member of their party, or any guest, causes any damage (other than 'fair 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.

For this Rental Agreement we require a refundable Security Deposit of the amount stated on the Booking Form to be paid by you by the date stated on the Booking Form. This amount will be held by SG on your behalf and used by us only as provided for in this Rental Agreement. At the end of your Rental Period, after payment of any necessary costs, the balance of your Security Deposit will be repaid to you within 28 days of the end of the rental period.

## **7. OWNER'S OBLIGATIONS**

The Owners/their Housekeeper must present their Property to the Tenant at the start of the Rental Period in a condition that is defined as 'Fit for Purpose' and 'Ready to Rent' under the terms of the Owners' Agreements with SG. The Owners must then maintain their Property in this condition during the entire Rental Period. In order for SG to accept that a property is 'Ready to Rent', the Owners may have to carry out certain works before the start of the Rental Period.

The Housekeeper acting for the Owner will welcome you on arrival at the Property and show you around. This person will then be your primary point of contact during the Rental Period and will respond to your requests for information or assistance. The Owners/their Housekeeper will make an up-to-date Inventory/photographic record of the contents and condition of the Property at the start of the Rental Period, and will provide you with a copy of this inventory if you wish.

The Owners have certain rights of access to the Property, as defined in Clause 14. At all other times the Owners must allow you undisturbed use and enjoyment of the Property and only to enter into it with your explicit agreement obtained in advance of any visit.

## 8. SERVICES PROVIDED BY THE OWNER

The Owners/their Housekeeper must maintain and manage the Property during the Rental Period so that the buildings, services, facilities, equipment and all other necessary elements are kept in good working order. This service includes pre-arrival cleaning and preparation, with beds made up as required, and provision of clean linen and towels. The rent includes the provision of all utilities except that in low-season months there may be a charge for the cost of heating fuel (oil, gas, wood).

## 9. OTHER SERVICES

The Tenant(s) may agree with the Housekeeper to buy Other Services (e.g. extra cleaning, cooking, shopping before or during the Rental Period, baby-sitting, etc) that are outside the scope of this Rental Agreement and the Rent charged. Payment for such Other Services will be made 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.

## 10. TENANT'S OBLIGATIONS

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 that we consider necessary.

It is your responsibility to ensure that all the members of 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, SG 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 Guest(s) concerned to leave the Property immediately, and/or we reserve the right immediately to terminate this entire Rental Agreement.

**You and your Guests 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. It is your responsibility to supervise any use of the swimming 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 this Rental Agreement, it is your responsibility 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. It is your responsibility to make sure that the Property is always secure when you are absent.

## 11. ARRIVING AND LEAVING

Arrival times at the Property are normally 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.

## **12. CANCELLATION BY THE TENANT**

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 you sending notification, you must telephone us to check that your email has been received. The following cancellation charges will apply if you cancel your Booking:

- i) if more than 8 weeks prior to the start date of your Rental Period, there will be no further charges, but you will forfeit any Rent Deposit you have already paid.
- ii) if less than 8 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.

If you decide not to proceed with this Agreement and you cannot show any published evidence of government regulations that would prevent you from taking up this Booking, then the charges/rent deductions set out above will apply.

HOWEVER, if you are prevented from travelling to, or entering, France within a reasonable period before the start date of your Rental Period, *because of any (UK or French) government Covid-related published regulation*, you will have the option to delay/change your booking of the Rental Property by up to 12 months, subject to the Rental Property being available. If the Rental Property is not available for any later booking, SG will offer you an alternative Property that is as similar as possible to the Rental Property, and your rent costs will be adjusted as appropriate. If none of the above is reasonably practicable, you will have the option to cancel your booking of the Rental Property, and any payments you have made will be refunded.

## **13. CANCELLATION BY THE OWNER**

If the Owner (or Simply Gascony acting on behalf of the Owner) cancels this Agreement at any time because you are in breach of any part of this Agreement, then you will not be entitled to any refund or compensation.

If the Owner (or Simply Gascony acting on behalf of the Owner) is obliged for any reason to cancel this Agreement prior to the start of your Rental Period, 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 as closely as possible the Property you have booked, with an appropriate adjustment of the rent payable. If you do not wish to accept any such alternative accommodation, you will have the option to cancel your Booking and you will receive a full refund by the Owners of all monies paid by you up to the date of cancellation.

Other than in circumstances referred to in Clause 22 of this Agreement, the Owner may not cancel this Agreement after you have occupied the Property, unless you are in breach of any part of this Agreement. 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.

#### **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/Guests 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 in the opinion of the Owner or Simply Gascony may 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; or by arrangement with the Tenants and including in their absence, at least once every two weeks by the Housekeeper working for the Owner; or generally shall be able to have reasonable access during the Rental Period by arrangement with the Tenant and in their presence if they so wish.

#### **15. PROPERTY DESCRIPTION**

The Property Description on our Website, and as further described 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. NATURE OF THE PROPERTY**

As is made clear in the Property Description and our general description of Gascony on our website, the Property you are renting is situated in the countryside in one of the most deeply rural parts of Southwest France. All our properties have modern facilities, but some are very old – literally ‘ancient monuments’! Some parts of some properties are not wheelchair accessible and may not be suitable for people who have disabilities. This is an area of traditional communities with conservative values, based on very old villages and market towns. This is part of the great appeal of Gascony, but may present some difficulties. 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 in your home country; 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, just 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!



## **17. 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.

## **18. TRAVEL INSURANCE**

All Tenants (and the rest of the Party) staying in the Property for any period, must have comprehensive travel insurance to cover the duration of the Rental Period and any related period of travel before/after the Rental Period. 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 (but not limited to) travel, cover for personal belongings, personal liability, loss of life, personal injury and medical treatment. We are entitled to ask you to provide us with a copy of your insurance policy or certificate.

## **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.**

## **20. PETS ETC**

**Pets** are not allowed at any of our properties, unless otherwise agreed in advance in writing with the Owner and/or Simply Gascony.

**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 Agreement 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. EVENTS OUTSIDE OUR CONTROL**

We act as Agent for the Owner of the Property and we do not accept any liability whatsoever for any injury, loss or damage you may suffer during the Rental Period. The Owner of the Property does not accept any liability for any personal injury or loss by you or any other member of your Party, or consequential loss or damage by you, your Guests or your/their property, or for any other matters over which they have no 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'.

## **23. 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 very 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. Any Complaint or Claim 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.

## **24. COMMUNICATIONS**

All communications between us, the Owner and you will be by telephone or email and all documents will be sent as emails or as attachments to emails. We always try to give, and we greatly appreciate receiving, a swift response to any such communications. All payments/money transfers shall be made by direct bank-to-bank transfer (e.g. by internet banking or BACS).



## 25. 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.

## 26. 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.

**This Rental Agreement and the Booking to which it applies 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.**