

RENTAL AGREEMENT

I. THE PARTIES & NATURE OF CONTRACT

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

The OWNERS of the Property:

and

The TENANTS of the Property:

The agreed RENTAL PERIOD is:

and

The total AGREED RENT is:

The RENTAL PROPERTY referred to in this Agreement is:

This 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 (the "Website"). The Owner(s) referred to 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 sign.

Reference in this Agreement to "you", "your" or "Guest" 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 Rental Agreement, has the authority to, and agrees to, be bound by its contents on behalf of 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.

This Agreement relates to a Booking in 2022. The special conditions which applied in 2020 and 2021 in the context of the Coronavirus pandemic, will not apply in 2022. See also Clause 4 regarding any specific Covid-related reasons for cancellation of this Agreement.

This SG Rental 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 relating to any money issues, Simply Gascony will take the necessary decisions which shall be final and binding on both the Owner and the Tenant.

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2. LENGTH OF BOOKING

This Agreement covers any Booking for occupation of a property that will last no longer than two months. For any occupation longer than two months, a new Agreement will be required for any subsequent period of occupation.

3. 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.

To convert your Provisional Booking into a Confirmed Booking, you must:

- i) complete, sign and return to us the Booking Form
- ii) 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 within TWO WEEKS of the issue of the Booking documents. On receipt of the signed Booking Form and 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 75% Rent Balance (Total Rent minus the Rent Deposit), together with the refundable Security Deposit (as defined below), at least EIGHT WEEKS before the start of the Property Rental. If you fail to pay the Rent Balance and the Security Deposit in full by the due date, we will be entitled to treat your booking as having been cancelled by you. If a property is booked fewer than EIGHT WEEKS before the start of the Rental Period, then the Total Rent is due at the time of booking.

This Rental Agreement and the Booking Form together set out the whole of the Holiday Rental Agreement (the "Agreement") between you (the Primary Tenant) and the Owner of the Property stated on the Booking Form. This Agreement describes the basis on which you will be using the Property and the rights and obligations of you and of the Owner.

4. SECURITY DEPOSIT

If you or any member of your party causes any damage (other than 'fair wear and tear') to the Property, or any item in it or on its premises, or the need 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 refundable Security Deposit of the amount stated on the Booking Form to be paid by you at the same time as you pay the Rent Balance. This amount will be held by SG on your behalf and used by us only as provided for in this Rental Agreement. After payment of any necessary costs, the unused balance of your Security Deposit will be repaid to you within four weeks of the end of the rental period. Any decisions relating to the use of the Security Deposit will be taken by Simply Gascony and will be final and binding on both Owner and Tenant.

5. 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 the 25% 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.

HOWEVER, If you are prevented from travelling to, or entering, France 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 by up to 12 months, at no extra charge, 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 you decide not to proceed with this Agreement and there is no published evidence of government regulations that would prevent you from taking up this Booking, then the charges/rent deductions set out above will apply:

6. CANCELLATION BY THE OWNER

If the Owner (or Simply Gascony acting on behalf of the Owner) cancels this Agreement 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 the Property of all monies paid by you up to the date of cancellation.

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.

7. SERVICES INCLUDED IN RENT

The Rent for the Property includes pre-arrival cleaning and preparation, with beds made up as required, and provision of clean linen and towels, including pool towels, plus post-departure cleaning and linen change/laundry service. During the High Season period (broadly speaking July and August) the rent includes all utility costs. Outside the designated High Season period each year, the agreed Rent may not include the cost of the provision of heating fuel (oil or gas), electricity for heating or wood for fires. This will be for discussion at the time of booking. Where the Tenant is required to pay for the costs of heating the property, this is usually arranged on a 'full in/full out' basis.

8. MAXIMUM OCCUPANCY

The maximum number of occupants in the property during your Rental is stated on the Booking Form. If you exceed this maximum number, your Booking may be cancelled immediately by the Owner or Simply Gascony and the entire Party required to leave the Property, or the excess number may be required to leave.

9. 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.

10. 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.

11. OWNER'S OBLIGATIONS AND LIABILITIES

The primary obligation of the Owner is to prepare and present to you at the start of your rental period, their property in a condition that is defined as 'Ready to Rent' under the terms of the Owner's Agreements with SG. Either the Owner, or more usually their Property Manager/Housekeeper, will welcome you on arrival that 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 Owner has a legal responsibility to inform their insurance company that they are renting their property on a holiday rental basis to third parties, and to confirm that this does not compromise their ordinary property insurance cover. The Owner's property insurance is not intended to cover any of the liabilities that may be incurred by the Tenant (and the rest of the Party) in relation to their occupation of the property, as described in Clause 10.

12. EVENTS OUTSIDE OUR CONTROL

We act as Agent for the Owner of the Property; 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 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'.

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 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, 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 Guest(s) concerned to leave the Property immediately, and/or we reserve the right immediately to terminate the 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 Rental Agreement, 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.

It is your responsibility to make sure that the Property is always secure when you are absent.

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, 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, the Property you are renting is situated in the countryside in one of the most deeply rural parts of Southwest France. All our properties are at least 100, and one over 800, years old. 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 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 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!

18. OTHER SERVICES

The Tenant(s) may agree with the Property Manager/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.

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.

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. 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.

23. 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).

24. 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.

25. 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.