



CHÂTEAU DE
LA COUTÈRE

HOLIDAY RENTAL

TERMS & CONDITIONS (2023/24)

1. The property known as Chateau de la Coutere, 31230, France (“the Property”) is offered for holiday rental subject to confirmation by Chateaudelacoutere.com and Julian Broadhead and Leanne Broadhead (“the Owners”) to the renter/hirer (“the Client”).
2. Enquiries to reserve the Property can be made by the Client by email to the Owners and via various booking websites. Once a reservation request is confirmed as having been received by the Owners, the Client must then complete and sign the booking form and acceptance of terms and conditions (“the Contract”) and return the same together with payment of the initial non-refundable deposit (“the Deposit”) of 40% of the total rental due for the Client’s stay in the Property (“the Total Rental Amount”) in order to reserve the Property. Following receipt of the Contract and the Deposit, the Owners will send a confirmation statement to the Client confirming the reservation of the Property. This is the formal acceptance of the booking.
3. Eight weeks prior to arrival, or such shorter time as stipulated by the Owners if a booking is made less than eight weeks before the arrival date, the balance of the Total Rental Amount (60%) is required (“the Balance”). The Security Deposit (see clause 8) is payable seven days before the start date of the holiday. If the Balance or Security Deposit are not received in full by the relevant dates upon which they are to be paid, the Owners reserve the right to give notice in writing, including by email, to the Client that the reservation of the Property is cancelled. The Owners will be under no obligation to refund the Deposit.
4. In the event of a cancellation the owners will attempt to re-let the property and if successful will refund the Deposit to the Client.
5. The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the personal belongings, public liability, since these are not covered by the Owners’ insurance. Cancellation of a reservation by the Client is valid only upon written



acknowledgement by the Owners.

6. Any cancellation by the Client must be made formally in writing, except in the case of non-payment of the Balance or the Total Rental Amount in accordance with clause 3 (above), which will be taken as a formal notice of cancellation by the Client and written notice will not be required.
7. In the unlikely event that the Owners are forced to cancel your booking due to force beyond the Owners' control, the Owners will give the Client a complete refund of all monies paid by the Client and the Owners will have no further liability. This means an event the Owners could not, even with all due care, expect or avoid, including natural disaster; world health; acts of terrorism; malicious damage; keeping to any law or governmental order, rule, regulation or direction; fire, flood, snow or storm; other circumstances affecting the supply of goods or services.
8. A security deposit of €1000 ("the Security Deposit") is required in case of damage to the Property or of its contents; however, the sum reserved by this clause shall not limit the Client's liability to the Owners. The Security Deposit held by the Owners will be applied against any additional cleaning required (beyond the usual weekly clean between guests) and repair or replacement caused by means other than usual wear and tear during the Client's rental of the Property. Following the inventory check and inspection on the Client's departure, the Security Deposit will normally be returned within two to four days.
9. The rental period for the Property shall commence at a time agreed between the Client and the Owners which is usually at 5.00pm on the first day, (In the case of an expected arrival after 8.00pm, the Client must notify the Owners in advance by telephone) and finishes at 10.00am on the last day of the Client's rental period ("the Departure Time"). The Owners shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation of the Property or any part thereof after the Departure Time (unless previously agreed with the Owners).
10. The maximum number to reside in the Property is 15 people, unless the Owners have agreed otherwise with the Client, and only two pets and prior permission

must be granted by the Owners.

11. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in the same condition as at the start of the rental period. The Property is deep-cleaned and thoroughly checked prior to handover and the client is expected to clean prior to departure.
12. FIRE SAFETY – Should there be a fire, all guests must immediately evacuate the chateau and meet together at the front gates. Please immediately call the Pompiers (fire service) to report the fire and ask for assistance. The Property's full address and emergency numbers are all in the guest guide. It is essential that you call the fire service first and then call the Owners afterwards. Smoke alarms are fitted throughout the property and a fire extinguisher is placed for emergency use in the downstairs cloakroom. Please do not endanger yourself if there is a fire.
13. The Client shall report to the Owners, without delay, any defects in the Property, or breakdown in the equipment, machinery or appliances in the Property, garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible. Complaints as regards any defective or non-functional aspect of The Property, or their facilities cannot be accepted upon or after the Client's departure.
14. The Client and only those that are sleeping at the chateau may use the swimming pool facilities provided at the Property.
15. All patrons at the chateau, whether residing or attending a planned event for more people (only with the Owner's prior permission), may use the chateau and its gardens entirely at their own risk and the Owners shall not be responsible for any loss, damage or injury.
16. The swimming pool is available between May 1st to October 15th each year. The pool can be used throughout the day and evening. If weather conditions allow, the Owners will try to open the pool earlier than May and close it later than 15 October. The pool is regularly maintained but if unusual climatic changes occur, this may affect the chemical balance. If there are any problems with the water clarity, please contact the Owners. A safety notice and usage of swimming pool rules and

regulations are found in the welcome pack. Please ensure that all notices in the pack are read and understood by the Client and all Guest Party members and guests.

17. The Owners service the pool two to three times a week in the mornings to check the balance of chemicals in the pool and to give the pool a deep clean. The Owners will arrange with the Client which days these will be and the pool will not be open until 9.30am on those days.
18. Pool nets are provided for use by the Client for daily cleaning of the pool.
19. No glass, bottles or porcelain is to be used around the pool decked area and no food and drink are to be consumed while within the pool. If any glass or porcelain should fall into the pool, the Owners may need to empty, clean and refill the pool. This would take a number of days. The Client may lose their Security Deposit.
20. The Client is responsible for ensuring that none of the children in their party are left unattended at any time whilst the swimming pool is open. The pool has a security alarm, conforming to the current French security regulations, however it is essential that children are supervised at all times.
21. Use of the Property and all amenities are entirely at the Client's own risk. Client's personal belongings (including motor vehicles) left in or around the Property are entirely at Client's own risk, and no responsibility will be accepted by the Owners for any loss. The Owners shall not be liable for any personal injury, loss or damage whatsoever caused as a result of the use of any children's equipment, toys, balls, barbecue or other equipment left at the Property for use by the Client and their guests during the rental period.
22. Smoking is not permitted inside the chateau any rooms or the swimming pool area. In other outside areas, please dispose of cigarette ends in a clean and responsible manner.
23. The Owners 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 appliance in the property, garden or swimming pool. Any loss,

damage, or injury that is the result of adverse weather conditions, fire, riot, strikes, war or other matters that are beyond the control of the Owners.

24. In such an event that the Property is substantially damaged or lost, before the rental period, the Owners shall refund, within two working weeks of notification to the Client, all sums previously paid to the Owners for the rental period. The Owners will not be liable for damages or suffering caused to the Client by such a cancellation.
25. Under no circumstances shall the Owner's liability to the Client exceed the Total Rental Amount or, if less, the total amount paid by the Client to the Owners.
26. This contract has been freely negotiated and shall be recognised as the entirety of the agreement between the Owners and the Client and each member of the Guest Party. Only those changes or modifications to the Contract that have been specifically placed in writing, attached, dated and signed by the Client and the Owners will be accepted. No person who is not a party to this Contract shall have any rights under or in connection with it.
27. This contract shall be governed by French Law in every particular including formation and interpretation and shall be deemed to have been made in France. Any proceedings arising out or in connection with this Contract may exclusively be brought in any court of competent jurisdiction in France and the parties to the Contract hereby waive and revoke any rights to commence or pursue proceedings in any other forum or jurisdiction.
28. If any provision or part of the Contract is or becomes invalid, illegal or unenforceable then it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such a modification is not possible, the relevant provision or part thereof shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of any other part of the Contract.
29. Please note that these conditions will constitute part of the Owners' confirmation letter and the Client is deemed to have read and accepted these terms and conditions once the Deposit has been paid to the Owners.