



## TERMS & CONDITIONS

The rental agreement is between the Landlord and the Tenant.

It is governed by French law and under the jurisdiction of French courts and is made under usual terms and applicable legal provisions in similar matters and to those hereunder that the tenant is liable to meet.

Failure to comply may lead to liability for damages and may result in the termination of the contract at the absolute discretion of the agent, forfeiting the right to claim any loss of rent paid.

“Premises” for the purpose of this Agreement, means the furnished real property described as: Château Forge du Roy, Forge Neuve, 24260 Mauzens-et-Miremont. The Landlord is registered at the mairie of Mauzens-et-Miremont as a professional owner of a tourist furnished accommodation.

The Premises include the furniture, appliances, and equipment therein. The Tenant hereby accepts the Premises in its “As-Is” condition and is satisfied with the condition of the Premises. Guest accepts the Premises according to this Agreement, without liability or recourse to the Landlord or the Managers and without any right to any refund of any paid rent.

Payment details are shown on the Booking Form which is emailed to the Client Organiser as soon as the wish to proceed is stated by telephone or by email. Each rental is confirmed by making a non-refundable deposit payment (25% of the rental price) and by returning the completed Booking Form.

The final payment must be made not less than 8 weeks prior to commencement of the rental period and, to assist with this an invoice is emailed to the Client one week before that date. If payment is delayed the booking may be at risk and we reserve the right to impose a surcharge or, in extreme cases, to consider the booking as having been cancelled by the Client.

The final payment must include the remainder of the quoted rental price; plus, a deposit of 2000€ against breakages or damage ([see paragraph 8 below](#)) plus, additional payments to cover any extras required such as Pool Heating (250€), or Firewood (125€).

Other items like baby cots or highchairs may be rented locally if more are needed than we already have available.

All these extras are covered in the dialogue between the Client and the Manager and subsequently listed in our invoice for the final payment.

Prior to the issue of your written confirmation we reserve the right to refuse a booking.



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### 1. Cancellations -

Cancellation by the tenant:

- i. The deposit (amounting to 25% of the total amount) will be kept by the landlord for all cancellations taking place up to 31 days prior to the stay.
- ii. The deposit and the balance will be due if cancellation takes place 30 days or less prior to the stay.
- iii. If the landlord can let the premises following the cancellation, then all monies held minus a 5% administrative charge will be credited against another stay within 6 months following the cancellation.
- iv. If a cancellation of the rebooked stay takes place, payment of the whole rent will be due.

Cancellation by the Landlord:

- i. If cancellation takes place more than 120 days prior to the stay, then no compensation will be due to the Tenant.
- ii. If cancellation takes place less than 120 days prior to the stay through no fault of the landlord, then the landlord's liability is limited to the refund of all monies paid.
- iii. If cancellation takes place less than 120 days prior to the stay due to any other grounds, then the landlord's liability is limited to the payment of an indemnity equal to 50% of the base rent (excluding extra services booked, if any) in addition to the refund of all monies paid.

Force majeure

- i. Neither of the parties may be held liable to the other party in the event of non-performance of its obligations resulting from a case of force majeure; in this case, the contract may be terminated under the conditions of Article 1218 of the Civil Code.

Force majeure is understood to mean any event external to the parties that is both unforeseeable and insurmountable and that prevents either the client or the lessor from performing all or part of its own obligations as provided for in the contract.

This is particularly the case in the event of strikes, insurrection, riots, or prohibitions issued by government or public authorities that prohibit the lessor from making the Château available to the clients. Inversely, a personal event that would prohibit the client from occupying the Château does not constitute a case of force majeure because it does not prevent the client from fulfilling his obligations: thus a client who could not go to the Château because of illness cannot claim force majeure because going to the Château is not an obligation.



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The Party wishing to invoke an event of force majeure must immediately notify the other Party of this event with the appropriate justification. If the other party acknowledges that this event constitutes force majeure, the contract will be terminated, and the sums paid by the client will be reimbursed in accordance with the provisions of Article 1229 of the Civil Code.

ii. In accordance with the provisions of Order No. 2020-315 of March 25, 2020, in the event of resolution, notified between March 1, 2020 and September 15, 2020 included, due to a case of force majeure, the Lessor may propose, instead of reimbursement of the payments made, a credit note that the Customer may use for the following 18 months. If no contract is concluded during this period, the sums paid by the customer will then be refunded.

### **2. Arrival & departure –**

- i. Arrival time is between 4pm -7pm. To ensure that the Château is ready for your arrival and that you can enter the estate through the security gates, please do not arrive before 4pm. If you expect to arrive later than 7pm, do inform us of your arrival time in advance and keep us updated during your journey.
- ii. Château Forge du Roy exclusive rentals are on a self-catering basis and apart from lavatory rolls, all household items will need to be purchased. You can order groceries and household items in advance, to have ready, for your convenience, on arrival. These must be ordered at least 7 days in advance.
- iii. Any items requested by any member of your party and supplied during your stay will incur supplemental costs.

### **3. Personal/Accident/Damage and Cancellation Insurance -**

We insist that all our clients are covered by personal/accident/damage and cancellation insurance.

*N.B. You may be asked to supply details of this cover.*

### **4. General –**

- i. The Tenant agrees to use the property personally, in a peaceful manner and to keep it and all its equipment, furniture and accessories in good working order.
- ii. Any fault or malfunctioning equipment must be reported to the managers within 24 hours of the Tenant's arrival.
- iii. The premises must always be locked when unoccupied.
- iv. The Tenant will not move large furniture items around.



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### 5. Property & security –

- i. The Tenant is responsible for ensuring that all external doors are locked, and windows shut whenever the property is empty during the rental period. Failure to do so may make the Tenant liable for damage, loss or theft from the property.
- ii. The main entrance to the Château has an electric security gate.
- iii. There is a security door to enter and exit the château.
- iv. Blue fobs are provided to open the gates and château. Please ensure that these are returned on departure. A cost of 50€ will apply if fobs are lost or not returned.

### 6. Tenant's guests –

- i. The Tenant is responsible for the correct behaviour of all of their party and guests. Only visitors staying at the property are permitted to use the facilities or enter the grounds or château, without express advance permission of the Managers. No overnight guests, apart from those listed on the booking form, are permitted.
- ii. Guests are expected to behave in a reasonable manner appropriate to the environment and neighbourhood.
- iii. Should a guest be persistently causing danger to others, damage to property or otherwise affecting other persons' quiet enjoyment of the village and neighbourhood, the Landlord reserves the right to ask the guest to leave and should they not do so, to terminate his/her/their occupancy immediately. Should this happen, no refund or compensation will be paid.

### 7. Amenities -

The use of the accommodation and amenities, such as the swimming pool, gym, fishing boat, etc is entirely at the user's risk and no responsibility can be accepted for injury to a user or visitor, or loss or damage to the user or visitor's belongings. Children are very welcome at the property, but due to the nature of the grounds and facilities, it is important that children are supervised at all times. The boat is equipped with life jackets and the use of the boat is under the exclusive responsibility of the Tenant.

### 8. Breakage Deposit -

- i. The Landlord or his agent reserves the right to ask the Tenant to pay for the total replacement value of damaged items, if any, at the end of his stay in the property.
- ii. A 2000€ damage deposit will be payable at the beginning of the stay. Deposit payments will be refunded no later than two weeks following the end of the stay unless the Landlord applies a deduction. The Tenant's bank details shall be deleted from the booking system no later than 2 weeks after his departure.



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- iii. The Landlord and/or Managers are not responsible for the damage, theft, or loss of any guests' personal property, including vehicles. The Tenant acknowledges they have been advised to carry, purchase, or obtain Tenant's own insurance to protect him/her/them from any such injury, loss, or damage.
- v. The Tenant agrees to indemnify, defend and hold harmless the Landlord, Managers, and their staff from all claims, disputes, litigation, judgments, costs, and attorney fees resulting from loss, damage, or injury to the Tenant or Tenant's guests.

### **9. Cleaning Services -**

A cleaning service is provided daily where indicated except on French public holidays.

- i. The Tenant is responsible for the Premises during the whole rental period and is expected to take reasonable care of it.
- ii. The Premises will be clean and tidy on arrival and the Tenant is expected to leave them in a good condition at the end of the stay.
- iii. Bed linens, towels, facecloths, and tea towels are provided, and a weekly change is included in the rental price for rentals of over 7 nights. Supplemental changes can be arranged at extra cost.
- iv. On departure, all rubbish bins should be emptied and left in the designated area for the Managers to dispose of.
- v. All recycling is to be left in the designated area for the Managers to dispose of.
- vi. All crockery, cutlery and glassware should be cleaned and put away.
- vii. The fridge must be emptied of all foodstuffs and left clean.
- viii. Smoking and pets are not allowed in any part of the property (except guide dogs). Failure to abide by this rule will result in professional cleaning of the premises payable by the Tenant.

The Client and group must take reasonable care of the property and its contents during the rental period. We request that you leave the property in a good state of cleanliness. Failure to do so will result in a supplementary cleaning charge. We advise that cleaning costs in France are high and any additional cleaning will be charged at a rate of 35 Euros per hour.

### **10. Heating Supplement -**

It is unlikely that heating or air conditioning be required in the Mid and High Seasons but if needed then there will be a supplementary per day charge of 30 Euros. Air conditioning is available in the main house only.



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### **11. Pool -**

The swimming pool is open from May to September inclusive.

A charge for heating of 250€ per week is applicable if heating the pool is requested by the client.

Our pool is fitted with a cover for safety when not in use, and it is the Client's responsibility to ensure that it is in place when appropriate or when the pool is not being used during the rental period. As always, child supervision remains the responsibility of parents.

Only plastic glasses are to be used around the pool area.

If any breakage of glass in the pool area requires immediate complete drainage and cleaning of the pool, the cost and compensation of such intervention (including any cancellations arising from the result in draining and cleaning) shall be borne by the tenant.

### **DISCHARGE/UNDERTAKING RELATING TO THE PROVISION OF THE SWIMMING POOL DURING MY STAY**

By signing the rental agreement directly with us or through your booking agent I certify that:

- I. I have read and understood the instructions relating to the safety of the swimming pool
- II. I discharge the landlord from any responsibility regarding safety
- III. I undertake to use the premises and pool in accordance with the instructions provided.
- IV. I undertake to thoroughly supervise all individuals staying at the property with me and, in particular, all children.

### **12. Pets -**

Well behaved dogs are welcome at the Forge by prior arrangement with the owners. They must be kept under close control especially near the lake and under no circumstances are they to be allowed in the pool. Any damage caused by your dog will have to be paid for by you and in the first instance will be taken from your breakages deposit. We ask that you the owner respects our request NOT to take the dog/s upstairs in either the barn or the main house. We also request you ensure all dog waste is collected and disposed of. Please be aware that we have the local hunt nearby on certain days and it is advisable to check with us which day/s if any during your stay. The property is not fenced in, so you are responsible for your animal at all times.

### **13. Misleading Description -**

We aim to ensure that the description of the property and services as detailed on the website and other promotional material is accurate. Some small differences may occur as a result of ongoing improvements, but responsibility cannot be accepted for small inaccuracies.



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### **14. Pests and Disturbances -**

Mice, ants and other small creatures are inevitably present in the countryside around the houses. Every effort is made to discourage them, and we cannot take responsibility for any problem of this type during your stay. As soon as we are advised of a problem, prompt action will be taken.

We cannot take responsibility for noise or disturbance originating beyond the boundaries of the accommodation and beyond our control.

### **15. Safety Issues –**

- i. While all possible care has been taken by the Landlord and the Managers to ensure that the property is as free from hazards as possible, guests are expected to be mindful of any potential risks associated with the property.
- ii. Château Forge du Roy is an historic building and there are many natural hazards in and around the property including a Lake, and small stream directly in front of the property.
- iii. Adults are reminded that children must be supervised at all times and should not be left unaccompanied by an adult.
- iv. Parents are responsible for the behaviour, health and safety of their children.

### **16. Disabilities -**

Although there is one ground floor twin room and bathroom in each house that has wheelchair access, the accommodation is not generally suitable for disabled or handicapped persons.

### **17. Concierge Service -**

A concierge service is available for goods or services to be delivered to the Tenant by third party providers. Unless otherwise requested by the Tenant, payments relating to these goods or services shall be made using the credit or debit card details given by the Tenant. Any external service provided by a third party shall be booked by the Landlord in the name of the Tenant. In no circumstances shall the Landlord be liable for the quality of such third-party services nor for any potential damage which could result.





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### **18. Complaints -**

We intend always to provide a satisfactory service and consider it part of the contract to be given the opportunity to put right any complaints you may have. In the unlikely event that you have a complaint please contact the Manager onsite and every effort will immediately be made to settle the problem. If you remain unhappy with the solutions offered, please advise us in writing within 14 days of the end of the rental period.

During the rental if we are not informed within 24 hours of a problem occurring or if you independently leave the property or move to other accommodation without prior agreement, all rights to compensation or repayment will be lost.

Our property is checked regularly throughout the year and all descriptions are made in good faith. We do not accept responsibility for the breakdown or lack of supply of gas, water or electricity, swimming pool equipment or domestic equipment. We will make every effort to solve problems of this nature immediately we are notified. Liability is limited to the amount paid by the hirer for accommodation.

### **19 – Various -**

No film or image representing any part of the property can be used for commercial purposes without prior consent of the Landlord.

Data protection. The Landlord confirms that he is using personal data according to the rules of CNIL – the governing body for data protection in France (these rules are available on: [www.cnil.fr](http://www.cnil.fr))

### **Third Party Services**

Any third-party services requested and paid for directly by the Client such as catering, bike hire etc are not the responsibility of the Forge management who will not be held responsible for non-performance, cancellation etc.