

VILLA AD ALTA RENTAL AGREEMENT

This agreement is made between the owners of Villa Ad Alta, Ian & Nicolina Lawley, hereinafter referred to as the "Owner" and _____, hereinafter referred to as the "Client" for the rental as holiday accommodation only, for a maximum of 10 persons, including children, hereinafter referred to as the "the party", of Villa Ad Alta, Cannes 06150, hereinafter referred to as the "property" for a period commencing from 16.00 on _____ until 10.00 on _____ for a rental price _____ (Euros), with an additional deposit of €500 (Euros) towards damages/expenses.

1. BOOKING CONDITIONS

- 1.1 To reserve the Property the Client should arrange payment of the initial deposit of 50% of the total rent due.
- 1.2 The balance of the rent together with the security deposit (see Clause 7) is payable not less than 5 weeks before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. The client will remain liable to pay the cancellation charges as specified in Clause 3.
- 1.3 The rental period shall commence at 16:00 on the first day and finish at 10.00 on the last day. The owner shall not be obliged to offer the accommodation before the time stated and the client shall not be entitled to remain in occupation after the time stated.
- 1.4 The maximum number of people to reside in the property must not exceed 10 ten unless the owner has given written permission

2. PAYMENT

2.1 All payments are to be made in full by bank funds transfer, by Credit/Debit Card Payment using the Owners nominated payment processing agency, PayPal or via interbank funds transfer.

3. CANCELLATION CHARGES

3.1 If you cancel your booking you will be liable to pay the following charges if cancellation takes place:

- Eight week or more before the Holiday Date – 50% of the total rental fee .
- Four weeks or more before commencement of booking – 75% of the total rental fee.
- Less than two weeks before commencement of booking – No refund of any money paid.

Unless the Owner is able to re-let the Property. Whereupon any expenses or losses incurred in so doing will be deducted from the refundable amount.

4. INSURANCE

4.1 It is a condition of a booking that you and your party are covered by comprehensive travel insurance including personal public liability (since these are not covered by the Owner's insurance) and cancellation insurance. Your signature on the booking form confirms that you and your party are covered by such insurance.

5. INCLUDED IN THE RENTAL FEE

- 5.1 Water Usage, Pool and Garden Maintenance are included in the Rental fee charged
- 5.2 One set of Bed Linen and Two Towels are provided of each occupant in the client's party, for the duration of the rental period.
- 5.3 For Electricity usage we operate a "fair usage" policy. We expect clients to exercise care and consideration and to not waste electricity by ensuring appliances, lighting and Air-conditioning are switched off when not in use.
- 5.3 Unlimited Free Telephone calls to Landlines and Mobiles within France.

5.4 Unlimited Free calls to Mobiles in USA and Canada.

5.5 Unlimited Free Telephone calls to Fixed Telephones in 110 Countries outside of France.

5.5 A maximum of 4 hours after stay cleaning.

6. NOT INCLUDED IN THE RENTAL FEE

6.1 The owner reserves the right to charge for additional services (for instance extra cleaning, maid Service or extra changes of bed linen), as and if requested by the client, during the rental period and that are not explicitly specified herein, which should be settled locally with the Owners' representative before departure.

6.2 Telephone calls to premium rate numbers.

6.3, A €175 (Euros) cleaning charge is always levied in addition to the rental fee to cover a cover a maximum of 4 hours post stay cleaning.

7. SECURITY DEPOSIT

7.1 A security deposit of €500 is required in case of, for example, damage to the property or its contents. However, the sum reserved by this clause shall not limit the Client's liability to the Owner.

7.2 The Owner will account to the Client for the security deposit and refund the balance due as soon as possible or within 7 days after the end of the rental period, after deduction for breakages or excesses (if applicable).

7.3 Telephone charges (if applicable) charges will be as billed by the metered usage.

7.4 The Owner reserves the right to make retention from the security deposit to cover additional cleaning costs if greater than 4 hours post stay cleaning is required (charged at €25 Euros per hour).

8. YOUR OBLIGATIONS

8.1 The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a clean and tidy condition at the end of the rental period.

8.2 The Client also agrees not to act in any way, which would **cause disturbance to those, resident in neighbouring properties**.

8.3 The Client shall report to the Owner's agent without delay any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property or garden and arrangements for repair and/or replacement will be made as soon as possible.

8.4 The Client shall be responsible for and supervise all children using the swimming pool within the domain and take all precautions to avoid injury to them.

9. OWNER LIABILITY

9.1 The Owner 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 or appliance in the property, garden or swimming pool.

* For any loss, damage or injury, which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner.

* For any loss, damage or inconvenience caused to or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.

9.2 Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

10. ENGLISH LAW

This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any Court of competent jurisdiction in England.

DECLARATION

I declare that I am over 18 years of age and agree that this booking is made in accordance with the Rental Agreement Terms and Conditions as specified in Clauses 1-10 of this form. I agree to be held responsible for the balance of the total rental and charges herein payable in accordance Clauses 1-10.

Client Signature: _____

Date : _____

Total Number of persons in Clients party: _____

Number of Adults/Children <16yrs/ Infants <3yrs/ in Clients Party : ____/____/____/

Name : _____

Address: _____

Email: _____

Tel Number (Day): _____

Tel Number (Evening): _____

Tel Number (Mobile): _____

Any special requirements? Cot, High Chair etc list below: