Le Moulin

DELAQUENTINIERE

8 La Quentiniere | 53190 | Desertines | France
+44 7947 834948

TERMS AND CONDITIONS

1. GENERAL

This agreement comes into effect the moment the booking is confirmed by paying part of or all the money due for the Hire Period as stipulated in the agreement, and the agreement will end after the Owner has returned part of or all the security deposit in accordance with the terms of this agreement.

(a) “the Property” – Le Moulin de la Quentiniere, its buildings and contents, and its grounds; including the Accommodations and the Common Areas

(b) “the Accommodation” - Le Moulin, La Petite Maison, Le Petit Gite, which may be hired together or individually

(c) the “Common Areas” - parts of the Property that are not part of the Accommodation, and which are accessible during the Hire Period by the Party, including the Leisure Complex, the courtyard and all other outdoors and indoors areas that do not have their access restricted to only one of the “Accommodation” or none

(d) “the Owner” – Dorn Kipping

(e) “the Hirer” – the person hiring one or several Accommodation named on the booking form as Le Moulin, La Petite Maison and/or Le Petit Gite

(f) “the Hire Period” – the confirmed duration of the booking between 2 stipulated dates

(g) “the Hire Fee” - price as indicated at the time of the booking for the duration of the Hire Period, including the rental of the Accommodation, and excluding the 'final cleaning' fee and any extras (eg early arrival, late checkout, extra toilet paper, etc…) that may have been requested

(h) “the Party” - the Hirer and any people that accompany the Hirer on the premises of the Property, whether they are making use of the Accommodation or not.

(i) “Additional Guests” - any additional guests of the Party that are not listed by the Hirer as part of his/her group and are not making use of the Accommodation, for example, staying in tents or campervans in the grounds as agreed with the Owner, or people only attending a reception or other event

2. PAYMENT

(a) A deposit payment of at least EUR 500 is required to confirm the booking. (If paying by cheque rather than bank transfer, any cheques should be made payable to the Owner). Should the booking be made less than 14 days before the start date of the Hire Period, the full Hire Fee, 'final cleaning' fee and other extras fees, if any, will be required to be paid at the time of the booking.

(b) The balance of the Hire Fee and security deposit amount of EUR 500 are to be paid no less than 14 days prior to the start date of the Hire Period. Security deposit payable with balance of hire.

(c) The final cleaning fee is to be paid at the same time as the balance of the Hire Fee

(d) A security deposit is to be paid with the balance of the Hire Fee. This can be paid by bank transfer, which will be refunded or by a cheque that will not be cashed - unless damages are identified during the final cleaning. This must be received by The Owner, no less than 14 days prior to the start date of the Hire Period.

(e) Extras fees are to be paid with the balance of Hire Fee.

3. CANCELLATION

(a) In the event of cancellation of the booking by the Hirer, the Hirer agrees to inform the Owner in writing and to pay the relevant cancellation fee.

(b) If the Hirer cancels the booking less than 14 days before the start date of the Hire Period, any remainder of the Hire Fee that has not already been paid to the Owner, will be due by the Hirer.

(c) If the Hirer cancels the booking between 14 and 30 days before the start date of the Hire Period, an amount equal to EUR 500.00 will be retained by the Owner. If the Hirer has already made payments above EUR 500.00 to the Owner in relation to the Hire Period being cancelled, the Owner will refund the difference.

(d) If the Hirer cancels the booking between 30 and 60 days before the start date of the Hire Period, an amount equal to EUR 500.00 will be retained by the Owner. The Owner will refund the difference between the EUR 500.00 retained and the value of any payments made by the Hirer to the Owner in relation to the Hire Period being cancelled.

(e) If the Hirer cancels the booking more than 60 days before the start date of the Hire Period, an amount equal to EUR 250.00 will be retained by the Owner. The Owner will refund the difference between the EUR 250.00 retained and the value of any payments made by the Hirer to the Owner in relation to the Hire Period being cancelled.

(f) The Owner reserves the right to cancel bookings with reasonable notice without loss or penalty. In any such event, any payments already made by the Hirer to the Owner in relation to the Hire Period being cancelled, will be refunded.

4. DAMAGE AND LOSS

(a) The Hirer must indemnify the Owner financially for any loss and/or damage to any part of the Property and/or contents thereof, which results from the conduct or behaviour of the Party.

(b) The Hirer will pay reasonable administrative fees incurred by the Owner as a result of having to make good damage caused by the Hirer or its guests/members of its party.

5. CONDUCT

(a) The Hirer will remain responsible for the conduct and behaviour of the Party during the full Hire Period.

(b) Children under the age of 14 are not allowed to enter or to use any equipment in the Leisure Complex unless supervised by a responsible member of the Party aged 16 or over.

(c) The Hirer is aware that the occupancy level is as indicated on the Owner's website and undertakes not to allow any over-occupancy of the Accommodation, which would invalidate the insurance terms of the Property. Please be aware that it is a legal requirement that, under no circumstances, may the maximum permitted occupancy of 15 people (regardless of their age) in the property - specifically Le Moulin - be exceeded at any time, whether these people are sleeping in the property or not. This limit must be strictly adhered to at all times, without exception.

(d) Whilst every precaution has been taken with regards to the safety of The Party, specifically with regards to the use of any and all the Leisure Complex equipment, games equipment, the indoor pool and any other such item(s) as may be available for use whilst at the Property, the Owner does not accept any responsibility with regards to the use of any and all those equipments in the Leisure Complex, games equipment, the indoor pool or any other such item(s) as may be available for use by the Party whilst at the Property. It is the responsibility of the Hirer to ensure that any and all persons using the Property and its contents therein do so safely and with due regard to others.

(e) Pets are not allowed on or in the Property. A surcharge of 250€ will be levied for flagrant disregard of this house rule.

(f) There is no smoking allowed in the Property.

(g) The Owner kindly asks the members of the Party to not trespass onto neighbouring properties. The Owner accepts no liability for any consequences resulting from any member of the Party trespassing onto neighbouring properties.

(h) The Owner kindly informs the members of the Party that in accordance with local laws, there should be no unreasonable noise during the quiet hours of 2200-0700. The Owner kindly asks all members of the Party to be respectful of the inhabitants of neighbouring properties and to not disturb them particularly during the quiet hours and to please refrain from shouting, playing loud music, having the TV volume too loud, etc.

(i) It is strictly prohibited to plug an electric / hybrid vehicle and/or a battery for a vehicle/ refrigerated vehicle into the domestic supply. If this rule is disregarded, a charge of 250€ will be applicable/deducted from any security deposit held.

(j) Any flagrant breach of the terms and conditions will result in a penalty at the discretion of the Owner. For example, the presence of pets on the property may incur a penalty fee of an amount equals to EUR 250.00 per pet present on the premises of the Property.

(k) Rubbish/recycling is not collected and should be disposed of by the Hirer at applicable disposal/recycling sites. Additional charges apply for any rubbish/recycling not disposed of.

(l) Additional charges apply for any abnormal temperature increase requested (outside of the normal set temperatures) by any member of the Party. This applies to any temperature increase in any part of the Property (including the swimming pool temperature).

(m) Additional charges apply if lights are left on/not extinguished in any part of the Property when that part is not in use.

(n) The Hirer is kindly asked, at the end of the Hire Period, to strip the beds of all linen (ie. pillow cases, duvet covers and sheets) and to remove all dirty linen (to include bath and hand towels, kitchen tea towels and any table linen used) and to place them in the laundry bag(s) provided. The laundry bag(s) should be left in the entrance hall or specified area of the Accommodation.

(o) The Hirer is kindly asked, at the end of the Hire Period, to ensure that any used crockery and cutlery is placed on a wash cycle in the dishwasher before leaving the Property.

(p) The Hirer is kindly asked, at the end of the Hire Period, to ensure that the property and any furniture, furnishings, crockery, cutlery, etc, are reinstated other than otherwise stipulated in this agreement.

6. SAFETY

(a) It is the responsibility of the Hirer to ensure that nothing is done or brought onto the Property which may endanger the Party or guests staying in another one of the Accommodations, invalidate our insurance or infringe Fire Regulations.

(b) It is the responsibility of the Hirer to ensure that nothing is plugged in or attached to any electrical supply in or on the Property that may endanger the Party or guests

staying in another one of the Accommodations, invalidate our insurance or infringe Fire Regulations; specifically, DO NOT plug any electric or hybrid vehicle or battery for a vehicle/refrigerated unit into the domestic mains supply.

(c) It is the responsibility of the Hirer to ensure that the Additional Guests DO NOT make use of the leisure complex (with gymnasium, pool and games room) during the Hire Period without the prior express permission of the Owner.

7. INSURANCE

The Owner shall not be responsible for insurance for third party claims against a member of the Party. (The Owner is covered only for his/her negligence).

8. PROPERTY

The Owner accepts no responsibility for damage or loss of possessions belonging to a member of the Party.

9. REASONABLE USEAGE

The Hire Fee is inclusive of all reasonable costs involved in occupying and using the Property. Meter readings are taken at the commencement of each Hire Period for monitoring and information purposes. The Owner reserves the right to charge for any undue usage, which is deemed unreasonable and not justifiable. In using personal bathing facilities, laundry equipment, and other equipments consumers of scarce resources, the Party must not unreasonably over-use them and cause greater environmental harm as a consequence. The Party should bear in mind that the Hire Fee for the Hire Period only includes reasonable usage, and is not a licence to indulge in behaviour which they would not condone or allow in their own homes.

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PRIVACY POLICY

Le Moulin de la Quentiniere takes your privacy seriously and will only use your personal information to provide the products and services you have requested from us. We are the data controller in respect of any personal data we receive from you.

We collect and process your personal information & data in the following ways:

on our websites when you visit or make or manage a reservation;

when you use our contact forms for an enquiry;

email sign up, event enquiry;

if you contact us (by telephone, email, text or otherwise)

We may keep a record of our correspondence with you for record or training purposes, to improve the quality of our offering and to prevent and detect fraud when you enter our competitions

We are also working closely with third parties (including, for example, online booking sites, online travel agents) and may receive information about you from them

We may use your personal information & data in the following ways:-

to administer a booking, event or reservation

to send you emails or call you in relation to your stay

to contact you on departure to complete a questionnaire or ask you to complete a property review

to send you marketing & promotional emails, should you opt in to this service

other communications for example responding to requests or general customer service

Sensitive Personal Data

We do not collect sensitive personal data (such as racial or ethnic origin, nationality, political opinions, religious beliefs, etc.) unless it is volunteered by you. As with all data, it is entirely up to you to decide whether or not you are happy to provide this information. Sensitive personal data will only be used in order for us to fulfil our contract with you to provide the services that you have requested. We may use data provided by you to serve you better and

meet your specific needs. You do not need to provide us with personal information simply to browse our website.