



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 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€).

The residence tax (taxe de Séjour) is chargeable at 1,20€ per adult per night.

All holidaymakers staying in the area (apart from children) must pay the taxe de séjour, or holiday tax. This is usually collected by your manager and handed over to the Mairie. It is designed to help local councils cover their costs relating to tourism: investment to improve the quality of the services they offer, developing their facilities and protecting green spaces.

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.



TERMS & CONDITIONS

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 60 days prior to the stay.
- ii. The deposit and the balance will be due if cancellation takes place 60 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.

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.

TERMS & CONDITIONS

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.

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 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 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.

TERMS & CONDITIONS

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.
- 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 Sundays & 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 is not allowed in any part of the property. 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.



TERMS & CONDITIONS

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.

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 very 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



TERMS & CONDITIONS

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.

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.
- 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.



TERMS & CONDITIONS

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)

20 - 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.

21 - WiFi Fair Use Policy

Our Wireless Internet access is provided free to our guests. By connecting to the service, you agree to abide by our terms and conditions below. If you do not agree to all the terms and conditions, please do not use the service.

A Fair Use Policy has been implemented so that we can deliver a service that is fast and reliable to all our guests. We monitor the performance of our network and may restrict the amount of bandwidth available to demanding users during busy periods to ensure all our guests have an acceptable level of service.

Please contact us if you need any assistance in relation to the WiFi. WiFi is available 24 hours a day, however we will not be liable if for any reason the service is not available at any time or for any period. Access to the service may be suspended at any time.



TERMS & CONDITIONS

Our WiFi service is provided to allow you to access the Internet for legitimate purposes only. We may terminate your use of the service at any time, without notice, if we become aware of activity that has a negative impact on our equipment, our network, other guests or the Internet in general, or which damages, or has the potential to damage, our reputation or standing.

You may not:

- Use the service for any illegal purpose
- Illegally download copyrighted material
- Make excessive bandwidth demands relative to the period of service
- Use the service in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent.
- Resell, or attempt to resell, the service to any third party.

In the event of a breach of this agreement by you, we reserve the right to take such action as we, at our sole discretion deem appropriate, including withdrawal of the service with immediate effect and without notice to you.

We do not warrant that the service will be uninterrupted or will meet your requirements. We are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using the service. We do not offer warranties or conditions of any kind, whether express or implied, in respect of the service and any content or data obtained or downloaded from it. We shall not be liable to you for any losses or consequential losses or for any destruction or loss of data.

If any part of the service is not available to you through failure, suspension or withdrawal of the service beyond our reasonable control, we shall not be obliged to compensate you.

You will indemnify us against all and any losses or claims arising from any breach of the agreement by you, and against any claims or legal proceedings arising from your use of the service brought or threatened against us by another person.

We reserve the right to amend this agreement at any time.

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 of or in connection with this contract may be brought in any court of competent jurisdiction in France.

By accessing the Internet through our service, you will be deemed to have read, understood, accepted and agreed to being bound by these terms and conditions of use.