



## Terms & Conditions Of Business:

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 in particular 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:  
Châteaufort, Domaine de Châteaufort, Rue de Saint-Laurent, 37130 Langeais, France.

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.

### 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 is able to let the Premises following a 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 Châteaufort 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. Châteaufort 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.
- iv. Departure time is by 10am.

## **3. 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 premises are rented with all furniture and equipment described in the appended inventory. Any breakage, loss or damage will be the responsibility of the Tenant.
- v. The Tenant will not move large furniture items around.

## **4. 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 Châteaufort 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 100€ will apply if fobs are lost or not returned.

## **5. 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.

## **6. CLEANING –**

- 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. There is a compulsory professional clean at check out and 300€ will be charged to the Tenant to cover this.
- iii. Extra cleaning and maid service during your stay can be arranged for a supplemental cost. This must be requested at least 2 weeks before arrival.
- iv. 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.
- v. On departure, all rubbish bins should be emptied and left in the designated area for the Managers to dispose of.
- vi. All recycling is to be left in the designated area for the Managers to dispose of.
- vii. All crockery, cutlery and glassware should be cleaned and put away.
- viii. The fridge must be emptied of all foodstuffs and left clean.
- ix. 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.

## **7. DAMAGES –**

- 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. For payments by debit or credit card this damage deposit is not debited but only pre-authorized. 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.
- iv. 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.

- v. The Landlord will take appropriate insurance cover for the building according to the provisions of French law. The Landlord will take appropriate insurance cover against tenant's risks on behalf of the Tenant. Any injury or damage to the Premises, their outbuildings or accessories must be reported to the Landlord within 24 hours.
- vi. Use of the fireplaces or any other naked flames by the Tenant is prohibited.
- vii. Fireworks or other such explosive devices are prohibited.

## **8. 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. Châteaufort 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.

## **9. SWIMMING POOL –**

- i. Adults are reminded that children must always be supervised in and around the swimming pool and children should never be left unaccompanied by an adult.
- ii. The swimming pool will be available for use from June to August inclusive.\* The pool will be heated to 27°C subject to a satisfactory ambient outside temperature. \*A supplemental charge of 50€ per day up to a maximum of 200€ per week will be payable to heat the pool outside of these months.
- iii. If any breakage of glass in the pool area requires the immediate complete drainage and cleaning of the pool, the cost and compensation of such intervention (including the cost of any booking cancellations arising from the resultant draining and cleaning) shall be borne by the Tenant. Please remember to use the plastic drinking glasses provided.

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

By signing the rental contract I certify that:

- i. I have read and understood the instructions relating to the safety of the swimming pool and the safety recommendations provided by the Landlord. Attached at the end of these terms & conditions.
- 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.

## 9. VARIOUS –

- i. Any problem and/or contestation must be reported as soon as possible, so that the issue can be resolved in a timely manner.
- ii. No film or image representing any part of the property can be used for commercial purposes without prior consent of the Landlord.
- iii. 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))
- iv. A concierge service is available for goods or services to be delivered to the Tenant by third party providers during the stay. 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. The Landlord in the name of the Tenant shall book any external service provided by a third party. In no circumstances shall the Landlord be liable for the quality of such third-party services or for any potential damage, which could result.
- v. Taxe de séjour is chargeable at 1,10€ per adult per night on your final invoice.

## DESCRIPTION OF ACCOMMODATION

### Ground Floor:

- Entrance hall – seating.
- Drawing room – sofas, chairs & coffee tables.
- Formal dining room - large dining table with seating for 20.
- Troglodyte (cave) summer dining room – seating for 12, log fire.
- Cocktail lounge – stylish bar stools & tables, cocktail cabinet.
- Billiard room – snooker/pool table & seating, roulette, iPod dock and speakers.
- Family room and turret – sofas, satellite TV & DVD, card table & Wi-Fi.
- Kitchen – table/bench and seating for 10, gas & electric cooker, fridge-freezer with icemaker, microwave, electric kettle, coffee maker, dishwasher.
- Breakfast room – table and seating for 10.
- 2 Cloakrooms – basin & WC, one with a cupboard for hanging coats.
- Front stairs cupboard boot room – racks for outdoor shoe storage.
- Selection of DVD's and games stored in the linen press at the bottom of the back staircase.

Please note that there are no ground floor bedrooms and that Châteaufort does not have a lift.

**\*\*\*MAXIMUM CAPACITY IS 18 GUESTS – please indicate which room you have allocated for each guest on the booking form\*\*\***

## **First Floor: 4 Bedrooms**

### **1. DELACROIX – sleeps 2 adults & 1 child**

King-sized double bedroom, sitting room, office/child's room, turret room with dressing table, en-suite bathroom with bath, separate shower, twin basins & WC.

### **2. BONHEUR – sleeps 2 adults - please specify whether you require this room to be a double or twin before arrival.**

King-sized double / twin bedroom with sitting area, en-suite bathroom with bath, separate shower, basin & WC.

### **3. CÉZANNE – sleeps 2 adults**

King-sized double bedroom, sitting room, en-suite bathroom with bath, separate shower, basin & WC.

### **4. CHARLET – sleeps 2 adults**

Double bed, desk and chairs, en-suite bathroom with shower, basin & WC.

#### **In addition, on the First Floor:**

Playroom - beanbags and floor cushions, TV & DVD, a selection of children's DVD's, table football. Luggage storage room.

## **Second Floor: 5 Bedrooms**

### **5. DEGAS – sleeps 2 adults**

King-sized double bedroom with sitting area, en-suite bathroom with bath, separate shower, basin & WC

### **6. SEURAT – sleeps 2 adults**

Twin beds, en-suite bathroom with bath, separate shower, twin basins & WC.

### **7. MONET – sleeps 2 adults & 1 child**

King-sized double twin bedroom, sitting room/child's room, en-suite bathroom with shower, basin & WC.

### **8. RENOIR – sleeps 2 adults - please specify whether you require this room to be a double or twin before arrival.**

En-suite bathroom with bath & shower over bath, basin & WC.

### **9. MATISSE– sleeps 2 adults & 1 child**

King-sized double bedroom, sitting room/child's room, en-suite bathroom with shower, basin & WC.

**In addition, on the Second Floor:** Luggage storage room

## **DESCRIPTION OF FACILITIES (some chargeable - please enquire):**

- Outdoor swimming pool - 14x7m heated to 27°C – June to August.  
A supplemental charge of 50€ per day to a maximum of 200€ per week will apply, to heat the pool outside of these months.
- Golf driving range
- Boules/pétanque court
- Croquet
- Frisbee-disc golf
- Table tennis
- Large trampoline
- Bicycles & helmets (chargeable)
- Gym with air conditioning, shower, vanity area with hairdryers and lavatories

### **USE OF GYM:**

- The gym includes two cross trainers/ellipticals, weights bench, free weights, Swiss balls, step, rowing machine as well as air conditioning, shower, vanity area and lavatories.
- No under-16's are permitted to use the gym.
- Use of the gym is entirely at the user's risk.
- The gym should not be used by anyone who is not physically fit. If feeling faint or dizzy while using the equipment, use of the gym and machines must immediately be stopped.

## **RECOMMENDATIONS FOR SAFER SWIMMING POOLS**

- Although safety measures are in place, the swimming pool should be supervised at all time by an adult to ensure children's lives are not put at risk.
- All instructions relating to safety of the swimming pool must be read and understood by all. These safety measures are only effective when used properly.
- There are two alarms installed in the swimming pool - please advise us before you swim so we can switch them off.
- Please be aware that these alarms will re-arm themselves once there is no one in the pool and the water is calm – this can take several minutes. Children must be supervised.
- Never leave an unaccompanied child near a pool or leave them alone for even a few seconds. A child can drown in less than 3 minutes in 20 cm of water.
- While swimming, it is strongly advised that children wear armbands, flotation devices, etc.

## SAFETY

- Use available swimming pool equipment correctly.
- Ensure that you have a mobile phone nearby with the emergency telephone numbers.
- Avoid any electrical wiring nearby.
- Remain vigilant around water filters.
- Do not leave objects or toys floating in the water, which could attract children's attention
- Wait a reasonable time before swimming (recommended 2 hours) after a meal
- We reserve the right to close the pool if we consider guests' behaviour is risking their or other guests' lives.
- Do not run and shout around the pool. Be careful not to slip.
- Do not dive or jump into the pool.

## HYGIENE

- Please shower before entering the pool to wash off any residues of deodorant, sun cream or perspiration, which can cause a chemical reaction with chlorine and may cause nose/ear infections, or a sore throat.
- Be careful if you have broken skin, which may be infected.
- No animals are permitted near or in the pool.
- No food or drinks are permitted in the pool.