



TERMS & CONDITIONS OF RENTAL AGREEMENT

This represents the terms and conditions of any contract between "ELISHA NIVEN, trading as DORDOGNE COUNTRY HOUSE" (the owner of Villa Ste Therese & Les Cerisiers), the guests named in the party and the person signing the booking form on their party's behalf. By signing the booking form on behalf of your party, you accept that you have read, understood and agree to be bound by the terms and conditions of this rental agreement. Please read these carefully, they exist for your protection as well as ours.

1. The booking is for no more than the maximum numbers in whichever property you are booking: ten (10) people in Villa Ste Therese and two (2) people in Les Cerisiers. Villa Ste Therese & Les Cerisiers may be booked simultaneously by separate parties at any given time. They can also be booked together by one group.
2. Villa Ste Therese & Les Cerisiers are STRICTLY NON SMOKING houses, & DO NOT ACCEPT PETS.
3. Villa Ste Therese does not accommodate any children under school age for pool safety (ie. All children must be five (5) years and older). Les Cerisiers is a small one-bedroom gite set up for single adults or couples only.
4. Booking periods are Saturday to Saturday, unless agreed and specified otherwise in writing by the owners. Arrival after 5.00pm on Day 1, departure before 10.00 am on Final Day.
5. A non-refundable deposit of 30% of rental fees is required (100% if within 8 weeks of the start of your holiday) with all bookings before confirmation of your booking can be given.
6. The balance of the final invoice (the remaining 70% of the rental fees plus the refundable security/damage deposit) is payable in full 8 weeks before your arrival date (100% payable if within 8 weeks of arrival date).
7. If you have to cancel, your deposit will be forfeited. If you cancel within 8 weeks of your scheduled arrival date, the entire rental fee will be forfeited (unless we are able to let the accommodation again at the same rental rate).
8. Rental fees include one set of household linen, gas, electricity, water, heating & firewood (if specified on the booking form, depending on the season of the booking), the use of the property and contents, and the grounds, all local taxes, and end-of-stay standard cleaning by our Housekeeper.
9. The swimming pool is for the exclusive use of Villa guests during the summer season. Pool opens 1 June to 30 September, weather permitting. Les Cerisiers guests are welcome to use the pool if the Villa is empty.
10. A refundable security/damage deposit of 500 euros for Villa Ste Therese & 250 euros for Les Cerisiers will be payable with the final payment. The security/damage deposit will be returned, normally within 14 days of your departure from the house, after the property has been checked by the Housekeeper. All breakages, losses or damage and extra costs or charges will be deducted from this deposit. Should the security/damage deposit be insufficient to meet such costs or liabilities, any additional amount is payable by the person signing the booking form, within seven days of notification of damage.
11. In the unlikely event that you are dissatisfied, please contact us as soon as possible, thereby allowing the complaint to be dealt with at the earliest opportunity. Guests are fully responsible for any damage and/or losses to the owners' property and belongings and undertake to inform the owners immediately of any such damage, which will be charged to the person signing the booking form, or deducted from the security/damage deposit.
12. Guests are asked to leave the property as clean and tidy as possible on departure in order to ensure the continued comfort and high level of service to our next guests. Please remove all rubbish & recyclables to the local public dustbins ("dechetteries") on departure. Any left rubbish will incur a Rubbish Removal Fee. If the property is left excessively dirty, requiring more than normal cleaning, a deduction will be made from the damage deposit.
13. No responsibility will be accepted by the owners for personal injury claims resulting from children or guests of any age in or near the property, swimming pool, lakes or rivers, forests or elsewhere during your stay.

14. No compensation will be paid where anything occurs beyond the control of the owners (including inclement weather, or anything unusual, unforeseeable or beyond our control - the consequences of which could not have been avoided even with the exercise of all due care and attention). You are strongly advised to arrange personal travel and health insurance before your holiday starts.
15. No compensation will be paid when a temporary defect or stoppage occurs in utilities services or internet access, due to unforeseen circumstances outside the owner's control (eg adverse weather, vandalism, strike, riot, breakage etc). The Owner shall undertake to repair and reinstate the affected service(s) as quickly as practicable.
16. NO P20 Sunscreen Please! This product stains our pool liner, towels, linen etc. So we had to ban it (and any similar 10 hour sunscreens, sorry).
17. Under no circumstances may guests touch or interfere with any pool equipment or materials, heating equipment or other similar equipment. We reserve the right to take any relevant action, including immediate termination of the tenancy without refund, if any property including the swimming pool and its grounds are abused or misused. Damage to the lining of the swimming pool as a result of the fault or abuse (wilful, negligent, accidental or otherwise) of the guests will be fully charged to guests up to the cost of replacing such liner and any consequences and losses thereof.
18. We reserve the right to terminate this booking at any time, without refund, if the behaviour of any guest in your party is illegal, negligent, disreputable, or disturbing to others in the community, or if the names or numbers of guests staying differ from those declared on the booking form.
19. No assignment, subletting or changes to the details on the booking form are allowed without express approval and consent of the owners. Tents and caravans are not permitted on the property.
20. Please note that if you later wish to change your booking dates, or the names or numbers of any guests, a new Booking Form must be completed and acknowledged by the Owner before the new booking is valid.
21. Our Housekeepers are always available for genuine health, safety or equipment emergencies. But this is an independent gite, so any restaurant reservations, tourism logistics or personal arrangements are to be undertaken by guests, not the Housekeeper.
22. We wish you an enjoyable and peaceful stay at the property. We ask our guests to treat the house and its contents with the respect and care you would give your own home.
23. If any guest is diagnosed with Covid-19 within 10 days of arrival day, or during your stay, the reservation will be terminated immediately, without refund. After the declaration of COVID-19 as a global pandemic by the World Health Organization in 2020, 'extenuating circumstances' no longer applies because COVID-19 and its consequences are no longer considered unforeseen or unexpected. If these conditions are not suitable to you, we respect your choice to seek accommodation elsewhere.

These Terms and Conditions form part of the Rental Agreement for Villa Ste Therese and/or Les Cerisiers (depending on your booking choice) between your party and ELISHA NIVEN trading as DORDOGNE COUNTRY HOUSE. By signing the Rental Agreement, you acknowledge your understanding & acceptance of these Terms and Conditions on behalf of yourself and your party.

ELISHA NIVEN, trading as DORDOGNE COUNTRY HOUSE, FRANCE.
EMAIL:dordogncountryhouse@gmail.com PHONE: +61 404 012 859
Australian contact: 4 HARKIN AVE, MENTONE, VIC 3194