

DIRECT RENTAL CONTRACT FOR A SELF-CATERING COTTAGE
to be returned directly to the owner



Dear Sir or Madam,
We have the pleasure of proposing a booking concerning a stay in our self-catering cottage.
We trust that the proposal meets with your approval. Yours sincerely,

The Owner

Owner: M	
Address	
Post code	Locality
home	
mobile	
Email	
Internet Site	

Customer: M	
Address	
Post code	Locality
home	
mobile	
Email	
Person organizing the stay:	

Accommodation n° 74....., classified ☐ épis
by the Haute-Savoie departmental branch
shown below:
A. D. T. V. - Gîtes de France de Haute-Savoie
16, rue Guillaume Fichet - 74000 ANNECY
 04.50.10.10.10

Located in

Capacity of the cottage: ☐ persons

"Accueil Bébé Câlín" facilities for babies YES ☐ NO ☐

Family members: ☐ persons
including ☐ adults
☐ children under 2 years of age
☐ children 2 to 12 years of age

Animals accepted YES ☐ NO ☐
If so, types of animals accepted.....
conditions of acceptance:.....

Period of seasonal rental: from at 4:00 pm to before 10:00 am
(please tell us what time you will arrive)

The description sheet attached to the present contract sets out in detail the characteristics of the cottage and the services proposed (housekeeping fee, hire of sheets).

Price of the stay €

The price as shown is:

- inclusive of all charges ☐
- exclusive of charges ☐ see the description sheet (minimum flat rate including 8 kWh per day)

Deposit €

Tourism tax

- none ☐
- extra ☐ i.e. €
- included ☐

Holiday vouchers taken

- YES ☐
- NO ☐

Specific comments.....
.....
.....

This rental will be confirmed if we receive at our address before

- a dated, signed copy of the present contract, (please keep the duplicate copy),
- an advance payment of euros corresponding to % of the price of the stay, to be paid by a cheque made out to us.

After that date, the present rental offer will be cancelled and we will be free to dispose of the cottage as we see fit.

The balance amounting to euros will be paid on arrival.

There must not be any words crossed out or any corrections made when filling out the contract.

I the undersigned, M..... hereby confirm my acceptance of the terms of the contract, after having read the general conditions set out overleaf on the present document.

Drawn up in date
The owner,

Drawn up in date
The customer,*

The present form does not constitute an invoice

* write in the words "read and approved" above the signature

General conditions of rental for a self-catering cottage

1 - The present seasonal rental contract is reserved exclusively for use in renting self-catering cottages approved by the Haute-Savoie department agency, acting on behalf of the Fédération Nationale des Gîtes de France. Under no circumstances can the Fédération Nationale des Gîtes de France or the Haute-Savoie department agency be held liable for any use of the present contract by third parties or for purposes other than tourism.

2 - **Length of stay:** under no circumstances can the customer signing the present contract, which is entered into for a set period, claim any right to remain on the premises after the end of the holiday stay.

3 - **Confirmation of the contract:** the booking becomes firm provided that the customer forwards to the owner, before the date shown overleaf:

- an advance payment amounting to between 25% and 50% of the total rental price,
- a signed copy of the contract. The other copy is to be kept by the customer.

Under no circumstances can the rental be provided for third parties, even partially, be they physical or moral persons. Any infringement of the present clause is liable to result in immediate termination of the rental against the customer only; the owner is fully entitled to keep all amounts paid for the rental.

4 - Conditions of cancellation

In the case of cancellation by the customer: the owner must be informed in writing of any cancellation. The owner is entitled to keep the advance payment. The owner is also entitled to require payment of the balance of the price of the stay if the cancellation is made less than 30 days before the planned date of arrival on the premises.

Unless agreed otherwise beforehand, if the customer does not arrive before 10:00 pm on the day set as the starting date for the stay, the present contract becomes null and void and the owner is free to dispose of the cottage as he sees fit. In this case, the owner is also entitled to keep the advance payment and to claim payment of the balance outstanding on the price of the rental.

Interruption in the stay: if the customer leaves before the agreed date, the owner is entitled to keep the total price of the rental. No money will be refunded.

In the case of cancellation by the owner: the owner will do all in his power to provide replacement accommodation of a similar type. If he is unable to provide any other accommodation, he must pay the customer compensation, as a penalty, amounting to twice the advance payment made at the time of booking.

5 - **Arrival:** the customer must arrive at the date and time shown on the present contract. If the customer is to arrive after 7:00 pm, or at a later date, he must inform the owner of the fact.

6 - **Payment of the balance:** the balance of the rental must be paid on arrival, before the customer enters the premises.

7 - **Tourism tax:** the tourism tax is a local tax. This tax is paid to the owner.

8 - **Schedule of condition for the premises:** a schedule will be drawn up jointly and signed by the customer and the owner, or his representative, at the time of the customer's arrival at and departure from the cottage. This list constitutes the sole reference in the event of a dispute concerning the condition of the premises.

In the event of damage during the stay, involving property included in the list, the owner is the only person entitled to carry out any repairs and/or replace the said property. On presentation of documentary proof, the owner is then entitled to claim payment from the customer corresponding to the full value of the cost of replacement and/or repair of the property thus damaged. Under no circumstances is the customer entitled to make any such repairs and/or replacement of the property himself.

The customer must point out any damage or breakages occurring during his stay.

The state of cleanliness of the cottage at the time of the customer's arrival must be set down in the schedule of condition. The customer is responsible for carrying out all cleaning work in the cottage during the rental period and prior to his departure. If the premises are not sufficiently clean when the customer leaves, cleaning costs can be invoiced on the basis of the prices shown in the description.

9 - **Deposit:** when the customer arrives, a deposit of the amount shown overleaf is to be paid to the owner. After a joint examination of the condition of the premises at the time of leaving, if no visible damage is found, the deposit is refunded by post within one week at most.

If the customer leaves earlier than planned (before the time shown on the contract) thus preventing the schedule of condition from being drawn up jointly, the deposit will be refunded by the owner within one week at the most, if no damage is found.

If any damage is found, the deposit is refunded within three months at most, less the cost of repairs for the premises.

10 - **Use of the premises:** the customer must ensure that the rental premises are used quietly and that the use made of them complies with the purpose of the premises and the furniture. The customer is required to inform the owner of any interruption in the utility services provided (water, gas, electricity). During his stay, the customer must comply with the various instructions posted inside the cottage.

11 - **Capacity of accommodation:** the present contract is drawn up for a specific maximum number of persons. If the number of persons exceeds the maximum number set out in the contract, the owner is entitled to refuse to accommodate the extra persons.

Under no circumstances can any such refusal be considered as constituting a modification or a breach of contract at the owner's initiative; hence in the event of early departure of a greater number of persons than the number for whom accommodation is thus refused, no refund can be claimed.

12 - **Animals:** the present contract stipulates whether the customer is entitled to bring a pet onto the premises during his stay. If this is so, the conditions concerning any such pets are set out in the description sheet.

If animals are not accepted, and if the customer fails to comply with this clause, the owner is entitled to refuse to accept them.

Under no circumstances can any such refusal be considered as constituting a modification or a breach of contract at the owner's initiative; hence in the event of the customer's early departure, no refund can be claimed.

13 - **Insurance:** the customer is required to take out insurance covering tenants' risks (fire, water damage, etc.), either through a "holiday" extension, or under a specific contract limited to his stay.

14 - **Payment of charges:** at the end of the stay, the customer must pay the owner all charges not included in the price. The total amount of such charges is calculated on the basis of the figures shown in the present contract and the description sheet. Documentary proof will be handed over by the owner.

15 - **Disputes:** if the customer and the owner fail to agree, all claims concerning:

- The state of the premises
 - The state of the descriptions
- During a rental stay must be put to the Haute-Savoie department agency within three days of the customer's arrival on the premises.
- Any other claims or complaints concerning a stay must be sent as soon as possible, by letter, to the Haute-Savoie Department Agency, the sole entity with prior competency to rule on any such disputes.

Should the dispute persist, it will be put to the quality department of the Fédération Nationale des Gîtes de France, which will do all in its power to seek a private solution.

Recommendation

The customer must take all due care when minding his children, especially concerning facilities for leisure activities, swimming pools and other pools or lakes close to the accommodation and likely to constitute a hazard.

This note is a guide to help you to understand the general conditions of rental under the Gîtes de France contract. It does not constitute the contract as such. Please fill in the contract in French, sign it and return it to us. Thank you in advance.