

BOOKING CONDITIONS AND INFORMATION

GENERAL

South France Holiday Villas Limited is a company registered in the U.K. under number 7504520 at Companies House. The registered head office is 8-10 South Street, Epsom KT18 7PF, UK. The company is also registered in France as South France Holiday Villas SAS under Siret number 948 804 851 R.C.S. Beziers. The registered trading address is Domaine du Pin, Route de Maureilhan, 34500 Beziers, France.

South France Holiday Villas is not a travel agent, tour operator, property or rental agent. We provide independent property owners with an advertising medium and a booking service only for the owners of the properties displayed on our website. We accept no liability in relation to any contract you enter into for the accommodation or for any services you purchase or for the acts or omissions of any Owner.

All property descriptions, photographs and local area information have been either supplied and/or approved by the property owners. We are not responsible for the condition of the property on arrival or for the on-site management provided by the owner.

We/the Owner reserve the right to refuse a booking without giving any reason. We also reserve the right to make changes to and correct errors in advertised prices for the rental of the property at any time before your holiday booking is confirmed. We will advise you of any error of which we are aware of at the time of booking.

Swimming Pools - the property owners are required to conform to the standards and legislation relating to ensuring that their pools and the surrounding area are safe. It is the property owner's responsibility for ensuring that current regulations have been adhered to.

DESCRIPTION AND INFORMATION

While we make every effort to ensure the descriptions and photographs of properties supplied by Owners are accurately reproduced on our website, we cannot accept responsibility for any descriptions or photographs which contain inaccurate, incomplete or misleading information or errors and which have been supplied by the Owner.

You must accept that minor differences between the photographs and text used and the actual property may arise. If we have personally visited a property, this will be noted on the advert and we will have made all efforts to ensure that the details are correct and that the photos correspond to the property well at the time of the visit.

Owners reserve the right to make modifications to the property specification and the visual aspects of the property. This may include the continual improvement of the property by the Owners and the alteration of furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice.

If we become aware of changes after your booking has been confirmed, we will advise you of these as soon as possible prior to your departure.

Distances given on the website relating to properties are approximate. Travelling times given relate to driving, not walking, unless otherwise stated and are approximate.

PRICES

Prices displayed are per property per week and are for fully furnished and equipped properties. The price displayed is applicable for occupants up to the maximum number the property accepts, as detailed on the property description.

Prices are quoted in Sterling (GBP) or Euros (EUR) per week and are for accommodation only, unless stated otherwise.

Any additional charges such as linen, towels, end of stay cleaning, pool heating, air-conditioning or electricity etc will be detailed on the listing and on the Booking Form. These additional charges are usually paid with the final rental payment but can sometimes be paid directly to the Owner or his representative in cash on arrival at the property, if this facility is provided.

THE BOOKING PROCEDURE

<u>Select a Property</u> - Please make sure to read the full property information in order to ensure that the property you have chosen is suitable for the members of your party i.e. elderly, infirm, very young etc. If you have any questions about the property or whether it is suitable for your group, don't hesitate to get in touch with us.

<u>Check Availability</u> - To book a property, please contact us to ensure that the property is available for your dates. We endeavour to keep our availability calendars up to date, but we must double-check this with the owner before we can accept the booking. Therefore, please don't make any travel arrangements until one of our team have confirmed availability to you.

Confirm your booking - Once we have confirmed availability to you by email, we will provisionally reserve the property with its owners for you for a period of 24 hours during which you can make the deposit payment and complete the online booking form which will show the total rental due, the booking deposit, the damage waiver fee or security deposit and the due dates of each payment. If your deposit payment does not arrive within the 24 hour period, we cannot guarantee that your booking will be accepted by the owner of the property.

The booking form can be found in your personal online account and must be completed and submitted. The property will only be confirmed as reserved for you once your initial non-refundable booking deposit payment and the booking form has been completed and submitted to us. Submission of the Booking Form constitutes acceptance of these Booking Conditions.

Details on the Booking Form must include names of all the booking party, including ages of any children, and must be completed by a member of the booking party who is over 18 years of age. Once your Booking Form and booking deposit have been received, the owner is sent a Booking Advice and by confirmation of receipt, accepts your booking and adds it to his rental schedule. We then email you confirmation of receipt of deposit and issue a Deposit Confirmation showing the amount you have paid and detailing the balance payable.

If you are booking less than 8 weeks (56 days) before the arrival date, full payment is requested on booking.

Payment of the Balance and Damage Waiver Fee or Security Deposit - The balance of the rent is payable not less than 8 weeks (56 days) before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. In this case, the deposit remains non-refundable. It is strongly recommended that your insurance policy should include cancellation.

The non-refundable damage waiver fee will be charged as an extra payment that is incorporated in your balance payment. If you opt to pay the refundable security deposit instead, this is due 3 weeks before your arrival date. If no damages or breakages arise during your stay this amount will be refunded in full 2 to 3 weeks after your departure. Property address, directions, and arrival information are sent to you upon receipt of the full balance including the damage waiver fee, or after the security deposit has been received.

<u>Extra charges</u> – extra charges will be detailed on the property page and the Booking Form. Some are mandatory, whereas others may be optional. Mandatory extra charges may be an end of stay cleaning, linen and laundry charges, etc. Optional extra charges may be pool heating contribution, mid-stay cleaning, etc.

Taxe de séjour – people holidaying in France are subject to pay a 'taxe de séjour', in English this is often called a stay tax or tourist tax. The amount of tax due depends on the amount you pay for your rental, the number and ages of members of your party, and on the 'commune' (village, area, ...) that the property you have rented is in. This tax is calculated on a per night basis, and usually only charged to adults. The amount will generally not exceed € 3.00 per person per night. Most owners have included this tax in their rental rate, others charge it as an extra. Note that this tax may be due upon arrival.

RENTAL CONTRACT

Please note that submission of the completed online Booking Form for the rental of any property seen on our website binds you with the Owner of the property and not with South France Holiday Villas and incorporates your acceptance of the conditions in these Booking Conditions. We are responsible only for processing bookings made through our website and other advertising means and the Client is liable to the Owner and vice versa in all legal respects. No agreement or rental contract relative to the rental of a property exists between the Client and South France Holiday Villas and we are not linked legally by any of the rental contracts between the Client and the Owner of any property displayed on our website.

If a property has its own specific conditions, these will be detailed on the Booking Form sent to you if you decide to make a booking for a property. The Booking Form will confirm whether linen and towels are included in the rental charge and the cost of these if they are extra. It will also detail if an end of stay clean is chargeable, the damage waiver fee or security deposit, and any other charges extra to the rental price.

PAYMENTS

The standard mode of payment is by debit or credit card (Visa or Mastercard) via your online account - Sign up or Log in. If you encounter any problems or have any questions you can always contact us. If preferred, we can also accept debit or credit card (Visa or Mastercard) via the telephone.

You can also make a direct bank transfer into our UK bank accounts, either in GBP or EURO currencies. You can find the account details on your booking form in your online account. Please make sure to put in the reference as on your booking form.

Debit or credit card payments made via your online account are secured, processed, and saved by Stripe, compliant with the latest Payment Card Industry Data Security Standard (PCI DSS-compliant). For security purposes, card payments made over the phone are inserted directly into the Stripe-protected-dashboard; this process may take a few minutes.

We do not share your financial details with any 3rd parties. In the unlikely event that this may be needed, for example when the local property manager of the villa you have booked holds card details as a security bond, we will seek your agreement before doing so.

If the property is showing in Euros and your bank is unable to make this payment for you, we can sometimes accept a Sterling payment which will be charged at the day's exchange rate plus a currency charge of 3% as we will incur a cost when transferring to the owner in Euros.

NON-REFUNDABLE DAMAGE WAIVER FEE AND REFUNDABLE SECURITY BOND

A security bond is required to cover the cost of any damages or breakages at the property or the cost of any additional cleaning or rubbish disposal, the cost of telephone and/or other services/utilities that are not included in the rental price and detailed on the booking form.

Non-refundable Damage Waiver Fee

This is a nominal fee that insures the Client for any minor damages and breakages done to, or in, the property or its inventory during the Client's stay up to the value of the stated Security Bond. In case any issues arise during the Client's stay or after the Client's departure, the Owner is held responsible to notify us within a reasonable timeframe. We will then investigate, resolve, and reimburse any minor damages as covered by the fee. The Client may be contacted during the investigation but is not liable for any minor damages covered by the damage waiver fee. In case of excessive damages or breakages, the Client can still be held liable.

Refundable Security Bond

The security bond amount is specific to each property and detailed on the property listing. It must be paid prior to your arrival by debit/credit card but sometimes can be paid in cash on arrival. When the security bond is taken in cash it is normally returned to you on the day of departure following an inspection by the owner or housekeeper, minus any deductions for any breakages incurred during your stay. South France Holiday Villas is not responsible for any disputes arising after cash payments.

If the security bond is paid to South France Holiday Villas, the full amount will be allocated to the Owner. If there are no damages or breakages on your departure, the security bond will be refunded to you in full back onto your debit/credit card once the Owner confirms this to us. Please remember that there may be a delay if the Owner has to wait for utility bills e.g.

telephone, electricity. Any breakages or damages found on your departure will be reported to you and the cost of repair or replacement will be deducted from your security bond as will the cost of utilities and/or other services used by you. The remaining balance will be returned to you. If the Owner incurs extra charges on your departure for cleaning or rubbish disposal, this also can be deducted from your security bond.

It is solely the decision of the Owner whether to make deductions from the security bond and how much to deduct. We cannot accept any responsibility or liability for losses incurred by the Client in respect of the security bond. Any dispute regarding a deduction from the security bond must be addressed to the Owner and we cannot enter into any correspondence concerning the security bond.

The majority of properties have inventories and you should check this at the beginning of your stay at the property and again when you leave to ensure that everything on the inventory is left as described at the end of your stay. Please also read any House Manual which will advise on the rules of rubbish disposal in the particular village or town as these vary across the region and must be adhered to.

If it is thought that there have been any breakages, damages, or utility bill abuse, we will notify you that there may be a problem. In this case, the Owners reserve the right to hold the security bond for up to 8 weeks as there may be delays while waiting for utility bills, proof of damage, or quotations for the repair of damaged items.

If the security bond paid by you is not sufficient to cover the cost of such utilities and/or services or damage, the Owner is entitled to recover any additional costs from you. Some damages may not be immediately obvious to the Owner upon your departure. The Owner reserves the right to charge you for any damage noted in the property after your departure. The Client remains liable for the full cost of any repairs or replacements required or other losses incurred by the Owner due to accidental or negligent breakage, loss, damage, or injury to the Property and/or the contents therein. The Owner has the right to make any other deductions from the security bond in the event of any breach of this agreement by the Client and can recover any other charges from the Client by other means.

In the case of security bonds given in cash and due to be returned on the day of departure, if you leave early on your departure day without giving notification at least 3 days in advance any banking charges incurred by the Owner when returning your bond will be deducted from it.

CANCELLATION AND ALTERATIONS

Cancellation by you

Any cancellation or amendment request must be sent to us by email to info@southfranceholidayvillas.co.uk, and will take effect on the day we receive it.

If you cancel 8 weeks (56 days) or more prior to your arrival at the property you will lose your deposit.

If you cancel less than 8 weeks (56 days) prior to your arrival at the property or the booking is cancelled due to your non-payment of the balance, no refunds will be made by South France Holiday Villas or the owner in any circumstances but you may be able to submit a claim under

your travel insurance policy. We can provide proof of cancellation in case your travel insurance provider requests this.

Comprehensive travel insurance which includes cancellation insurance is a requirement of booking through us. The insurance should cover you in case you need to cancel due to ill health or for another reason beyond your control (e.g. jury service) and you will be reimbursed for the loss of your booking deposit.

Considering the recent worldwide pandemic (COVID-19) it is essential that you take out adequate and comprehensive travel insurance when planning a holiday. The cover should include at the very least emergency medical treatment for coronavirus and repatriation in case you contract the virus abroad. We strongly advise you to take out more comprehensive insurance to include cancellation and curtailment of your holiday. We must explicitly state that taking out adequate insurance to protect your holiday for any unforeseen disruption, linked to the coronavirus or not, is your responsibility and not that of the Owner or ourselves (South France Holiday Villas) who cannot be held responsible.

If your travel insurance does not cover for you cancelling your holiday due to the coronavirus, or changes to the Foreign & Commonwealth Office (FCO) advice surrounding the virus, we may be able to defer your holiday by requesting that the owner changes your dates to another point in time. To do so we must have written and certified proof from your travel insurance proclaiming that they do not cover your situation. Note that this is entirely at the owner's discretion and that the owner is in no way legally required to comply.

Please note that many credit card providers offer free, basic travel insurance when purchases are made on their cards. This usually includes a basic cover but you would need to check if any specific cover such as COVID-19-related protection is included.

Alterations by you

If a booking is amended after confirmation, it must be requested by email to info@southfranceholidayvillas.co.uk, and we will endeavour to make the change requested. However please note that this may not be possible. Please make sure you have our written confirmation of any changes requested before you travel. Any amendments incur an administration charge of £20.00 per person.

Cancellation by the Owner

In the unlikely event that a significant change is made to the property description (i.e. the swimming pool becomes unavailable) or the Owner has to cancel your booking or there are major changes to your booking required to be made by us or the Owner due to matters beyond our or the Owner's control, we will advise you as soon as possible and will endeavour to offer you suitable alternative accommodation. If this is not possible, or you do not wish to accept the alternatives offered, we will give you a full refund of all monies paid by you.

ARRIVAL & DEPARTURE

Changeover days for properties are generally on Saturday unless otherwise stated. You will be able to arrive at the property from 5pm (17:00 hours) on your day of arrival and must depart by 10am (10:00 hours) latest on the day of your departure, unless otherwise agreed. Some owners request a 9am (09:00 hours) departure. The Owner shall not be obliged to offer the

accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time shown. However, subject to availability and agreement of the Owner, other arrangements may be made.

If you are unable to arrive by the time stated or wish to arrive early and drop-off your luggage, please let us know and we will try to organise this with the Owner or housekeeper. If you are delayed, you must contact us or the Owner or housekeeper noted on the directions sheet, to let them know your expected time of arrival. If you have been offered a meet & greet on arrival by the owner or the housekeeper and think you may arrive after 6pm (18:00 hours) please alert the owner/housekeeper. Failure to notify the owner/housekeeper may result in you not being able to access the property. Neither we nor the property Owner can be held responsible for any cost incurred for alternative overnight accommodation. If you need an arrival later than 6pm (18:00 hours), this must be advised to us before arrival and confirmation received that we have been able to arrange this for you, otherwise we may not be available to provide out of hours assistance.

If you cannot arrange to arrive prior to 6pm (18:00 hours), we can suggest some properties to you which have keyboxes whereby you can arrive late.

If a late arrival is not possible at your preferred property, you may have to book a night's accommodation at a hotel or B&B for your first night at your expense, and arrive at the property the following morning at an agreed time. Note that most properties on our website offer a means for a self check-in, for example via keybox access.

Please also notify the Owner or housekeeper if you want to leave before 10am on the day of departure so they can return your security bond if it was taken in cash and is to be returned on the day of departure.

Please be careful with the key to the property you are renting. If lost, contact the owner/housekeepers immediately and arrangements will be made to get a spare one to you. Any costs incurred may be taken out of your security deposit. If there is a keybox at the property, you will be given the code but it is essential that you always scramble the code after use to avoid any security issues.

ACCESS

The Owner or their representative shall be allowed access to inspect the property prior to your departure. They also have a right to access the property during your stay to carry out urgent maintenance. Gardeners and pool maintenance staff may enter the grounds during your stay, normally very early in the morning or at an agreed time.

BEHAVIOUR

The person signing the Booking Form is responsible for the correct and decent behaviour of each member of the party. Should you or a member of the party not behave in such a manner, the Owner may use their absolute discretion to terminate the holiday of the person(s) concerned and/or the Contract applicable to the property. In this situation, the person(s) concerned will be required to leave the accommodation. Neither we nor the Owner will have any further responsibility toward such person(s). No refunds will be made and neither we nor the Owner will

pay any expenses or costs incurred as a result of the termination. The Owner is also entitled to ask you to leave the property without any refund if, in their reasonable opinion, your behaviour is unacceptable - ie. drunken or loutish behaviour, aggressive behaviour towards the owner, housekeeper, or neighbours, etc. Please also note that smoking is not allowed inside properties.

NUMBER OF PEOPLE USING THE PROPERTY

The maximum number of occupants (including all children and babies) for each property is shown in the property description and booking form and must not be exceeded under any circumstances unless the Owner has given written permission prior to arrival. The agent is at liberty to check this is the case. In the event of failure to comply with this provision, the Owner is entitled to ask you to leave the property without refund of monies paid or any other liability to you.

The parking of caravans/pitching of tents at the property is strictly forbidden.

You may notice that some houses can actually sleep more people than the Owner allows, however a maximum number is set for your own comfort and safety (insurance, etc). It is also the express decision by the Owners that they will not accept any increase in party numbers, unless by prior written arrangement.

You are of course entitled to sleep up to the maximum number of people; however we need to know who is at the property each night for your own safety. It also allows us to be 100% sure that the property is prepared for your exact party size and make up. We ask for this information on the Booking Form. If any details change after you have booked, you will need to contact us and we will update our details.

SWIMMING POOLS AND SAFETY

Swimming pools are not normally open all year round. If your rental period is outside June – mid-September, please check with us that the pool is available for use for the period that you wish to stay at the property. We cannot be responsible for low water temperatures or any problems with any swimming pools. Certain properties have a heated pool, but most do not. Pools are usually warm enough to swim in from June to mid-September but this cannot be guaranteed. If available, pool heating is generally at an extra charge.

Upon arrival at the property you and all members of your party must take time to familiarise yourselves with the location, layout, and depths of swimming pool at the property. Please take note of any pool warning signs, depth markings and other instructions for use, which may be displayed. Young children must not be allowed to wander unaccompanied in the grounds of any property where there is a swimming pool.

You must make sure that all members of the party are familiar with any pool protection in place. You are fully responsible for ensuring that the alarm/fence/gate or cover is in place at all times when the pool is not in use. Children must be supervised at all times, especially around the swimming pool. Swimming pools do not always have depth markings and you should check the water depth before using the pool. Diving is at your own risk. Children must be monitored while being close to the swimming pool or while swimming. Children who cannot swim must have appropriate flotation equipment

SECURITY AND VALUABLES

Any valuables left at the property are left at your own risk. Neither we nor the Owner are responsible for any loss. Some properties have alarms and safes. It is essential and your responsibility to ensure all doors, shutters, windows are properly secured and locked when absent from the property, or when by the poolside/in the grounds. The Client must also ensure that the property is secured at night. No refund can be given should you decide to vacate the property as a consequence of a burglary.

PETS

Pets are not allowed on properties unless stated in the details of the properties and with the Owner's permission. The Owner reserves the right to charge a supplement, and/or increase the security bond for the property as they see fit. The number and type of any allowed pets must be agreed prior to your booking.

If you do not inform us of any pets, the Owner reserves the absolute right to request either the pet is placed in kennels in France for the duration of your stay, or your removal from the property without refund or compensation.

Pet-friendly properties are available, but animals must never be left alone in the house, must not rest on beds or soft furnishings, and never swim in the pool for hygiene reasons and for the protection of pool liners.

STANDARDS AND LOCAL INFORMATION

French properties are often subject to very different standards of electrical fittings, plumbing, ventilation, decoration and building requirements, although properties conform to local building standards.

- Septic tanks rather than mains sewerage is common and occasionally there may be an odour from this.
- Staircases can be steep and/or open, sometimes without any banisters. This is usually noted in the Suitability section of the listing, if you are concerned, please check with us.
- Some safety standards in Europe may be lower than those of the UK and therefore you must take all reasonable precautions to protect yourselves while on holiday.

<u>ANIMALS</u> – some properties are in rural areas and therefore you may well find domestic, farm and wild animals in the vicinity and associated noise, smell and droppings. Insects (including stinging/biting insects), spiders and rodents do find their way into properties.

<u>BABY EQUIPMENT</u> - some properties do not have their own cots and highchairs but these can sometimes be hired from the housekeepers if available. Please note your requirements on your Booking Form at the time of booking and we will check this for you. We recommend that you take your own cot linen as this is not usually supplied.

<u>BEACH AND POOL TOWELS</u> – these are not always provided and therefore you should take these towels with you. Sometimes they are available for hire from the housekeepers so please check with us before arrival if they are provided or not.

<u>BARBEQUES</u> - are available in most properties; however there may be restrictions on their use during the summer months, due to local fire restrictions. Please do not move any barbeques from the position they are left on your arrival, which may be the safest area. They are also not to be used on pool terraces due to the oil damaging the tiles. It is generally your responsibility to leave the BBQ clean on your departure. Barbeques are to be used at your own risk and no compensation will be offered for any burns or other injuries while using the BBQ and other similar equipment.

<u>BED SIZES</u> - Bed sizes in French owned properties are often of different sizes to those in the UK. Double beds range from 1.4m–2m and a single bed can be 80cm which is narrower than usually expected in the UK (90cms for an adult sized single bed).

<u>BUILDING WORK</u> – may take place in the vicinity of the property. We cannot accept responsibility for noise or disruption caused.

<u>ELECTRIC SUPPLIES</u> – often the electrical supply in a property is lower than in the UK and may not be able to support several appliances being used at the same time. Please make sure you know where the electricity board is to reset the trips switches if necessary.

<u>FESTIVALS</u> – there may be a local fête or festival during your stay which may produce some noise and increased traffic. We cannot accept responsibility for noise or disruption caused.

<u>GARDEN AND POOL MAINTENANCE</u> - is included and frequently done very early in the morning (without notice) to minimise disruption to you. (You may not even see these people).

<u>INTERNET</u> – if this is available in a property, please note that some villages do not have a consistent signal.

<u>LINEN AND HOUSE TOWELS</u> – bed-linen and towels are not always included in the rental price so please check on your Booking Form to see if there is an extra cost for this. It is also not automatically changed once a week although it may be available at extra cost from the housekeepers.

MID STAY LINEN CHANGE AND / OR HOUSE CLEAN – this is generally not included in the rental price unless otherwise stated. If you would like linen to be changed or a house clean mid stay please let us know and we will check to see if this is available at the house you have booked.

NOISE - Please respect your neighbours and avoid causing noise and/or any nuisance. There are laws prohibiting noise and disturbance after 10pm, particularly if you are in a central village location. Remember that although you may be on holiday, the neighbours are not and may have to get up early for work/school. They are entitled to call the police if there is too much noise after 10pm. Please also remember that properties are sometimes in a rural agricultural area and there may be early morning noise from tractors especially during the grape harvest in late August/September.

<u>SATELLITE TELEVISION</u> - is available at some of our properties but may be French satellite rather than UK. If you require specific channels please check when booking as English speaking channels can be restricted.

<u>SHOPS</u> – opening times for all shops vary and a 2-3 hour break at lunchtime is common. Supermarkets are not generally open as late as in the UK and only a few supermarkets are open on Sundays and this may only be for the morning. Therefore please ensure you do your shopping before 7pm on the Saturday of your arrival to avoid being without provisions on Sunday.

<u>TELEPHONE</u> - this is not usually supplied at a property, it will be noted on the advert if one is available. Please note that some properties are in villages which do not have a good or consistent mobile phone signal.

<u>VILLAGE FACILITIES</u> – Some villages have shops and restaurants but some have very few or none so please check with us if you are unsure of what is in the village of the property you have chosen.

<u>WELCOME PACKS</u> – Some properties provide a Welcome Pack on arrival and will also provide the basics such as a couple of toilet rolls, cleaning materials, bin liners, cooking basics etc but some do not provide anything and you will be expected to provide all basics yourselves. If you would like to check on what is left for you in the property you have booked please let us know and we will confirm this for you.

YOUR RESPONSIBILITIES: PERSONAL LIABILITY INSURANCE

You must ensure that the property, furniture, fittings, facilities, equipment and grounds are kept in the same state of repair and condition as at the commencement of your stay, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment for any breakages, loss or damage to the property caused by you.

The Owner reserves the right to make deductions from the security deposit for any extra cleaning, over the number of hours committed to end of stay cleaning, or extra time for rubbish disposal and to claim against you for damage or loss, the cost of which exceeds the breakages deposit.

Should you or other members of your party or guests cause any damage to the property, its contents, grounds, or any third party, then you will be deemed responsible for such damage. In addition to paying a damage waiver fee or security deposit, you should also have personal/third-party insurance to cover such an eventuality. Please check that your insurance gives you adequate personal/3rd party liability cover (at least €3 million or GB£2 million). Residents of some countries often already have this cover as part of their own home insurance policy. In other countries, such as the UK, this is not usually the case, so UK residents will almost certainly need to take out a comprehensive travel insurance policy.

Only the lead name of the Booking Form needs to be covered for personal/3rd party liability, as long as they accept responsibility for the actions of all other members of the party. We would still advise all members of the party to have travel insurance to cover them for baggage loss, health & emergency repatriation, cancellation through ill-health or bereavement etc.

All the properties are cleaned before renting, however you are responsible for keeping and leaving the property, including the grounds, in a tidy condition. You are not expected to hoover and/or mop floors but as a minimum you are expected to remove all your rubbish from the house

in accordance with the village rules, to ensure that the washing up is done or the dishwasher set to go and the property is left tidy with its furniture left in the same place it was on your arrival.

Some Owners include an end-of-stay cleaning fee. If the house is left in an unacceptable condition (eg. dirty kitchen appliances and crockery), the owner may withhold further monies from your breakages deposit (based on a guide figure of €20 per hour extra cleaning) over and above the normal cleaning fee. Rubbish removal will also be charged at the same rate.

You are responsible at all times for the safety and behaviour of your children, especially with regard to swimming pool safety. Even if the pool area is fenced or has an alarm, accidents can and do happen.

OUR LIABILITY AND THAT OF THE OWNER

As we act only as a booking agent for the Owner we cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, we cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owners. Our maximum liability to you if we are found to be at fault in relation to any service we provide (as opposed to any service provided by any third party such as an Owner for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question.

The description of the rental property and facilities at a property are based on the information provided to us by the Owner, who certifies that the information provided is correct. We may not be held liable for any fault on the part of the Owner in this regard, or for any changes affecting the rental property or its surroundings which have not been brought to our attention by the Owner before you occupy the property.

Neither we nor the Owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the Owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance.

This agreement does not provide for anything other than the provision of accommodation and we will not be responsible for any loss, expense, inconvenience, injury or damage caused by or arising from any fault or defect in any equipment, machinery, appliance, accessory, fitting, fixture or furniture in the property, garden or communal areas. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity. If you encounter problems with such equipment whilst you are at the property, then you should contact the Owner or his representative once you encounter such problems in order to provide the Owner with the opportunity to try and rectify any faults.

Neither we nor the Owner can be held responsible for disruption of local services beyond our control, for example water supply, electricity and telephone, nor for temporary noise nuisance such as road works. These problems affect all residents, irrespective of whether they are holiday-makers or not.

'FORCE MAJEURE': Neither we nor the Owner can accept liability in any circumstances where performance of the contract is prevented by reason of circumstances beyond our or their

reasonable control, including but not limited to War or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disasters, fire, flood or adverse or bad weather conditions, acts of God, closure of ports or airports, epidemics, pandemics, delay caused by a carrier company, breakdown of domestic equipment, government action or any similar events outside our control.

The Owners have house insurance, but under French Law the tenant shares a measure of responsibility for the property and its contents during the rental period. You should ensure that your personal insurance offers personal liability (typically up to $\$ 3,000,000 (GB approx $\$ 2,000,000).

COMPLAINTS

On arrival, should you find any fundamental discrepancy between the description provided on the website and the property itself, or that any of the amenities listed in the property description are damaged or broken, or if you have any other cause for concern (eg. issues of safety) please bring it to the Owner's or housekeeper's attention immediately so they can resolve the problem and to confirm that any damages were caused by previous tenants, not you.

If you are unable to contact the Owner or his representative, please contact us. You must give the Owner the opportunity to try to resolve any problems or complaints you may have whilst you are at the property. Any refusal of this or of reasonable rectification may prejudice your rights to compensation. The owners may need time to make arrangements.

Owners/keyholders/repair people must be given access to the property if you have a problem. We reserve the right to contact the Owner or housekeeper at any time during this process, and you must agree to meet with the Owner/housekeeper directly to discuss the problem. All complaints must be made to the Owner in writing, as well as verbally, with a copy to us. Complaints received at the end of the holiday will be processed, but there is no guarantee that your complaint will be upheld if there has been no attempt by you to try and resolve the issues whilst you were at the property.

South France Holiday Villas will not become directly involved in any disputes between the property Owner and you but will try to assist if there are communication problems due to language issues. We do not wish to have dissatisfied customers and consider it part of our service to try to put right any complaints you may have. We will endeavour to act as intermediary in the case of disputes, but we do not accept any responsibility for them or the outcome of them.

If the problem was not resolved to your reasonable satisfaction during your holiday, you should put your comments in writing to us within 7 days of your departure date. We will forward your written complaint to the Owner and will, within reason, liaise with the Owner to assist in reaching a satisfactory settlement for all justifiable complaints regarding the property you may have. However, it is your responsibility to take the complaint up with the Owner directly if no satisfactory settlement can be reached.

Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

These Booking Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts over any claim or matter arising in connection with these Booking Conditions.

Submission by the Client of the Booking Form assumes that all the above terms and conditions have been read, understood and accepted. If the Client has neglected to return the Booking Form, or this was impossible due to a technical issue, the above terms are presumed to have been read, understood and accepted.