

SECOND HOME CARE RENTAL GENERAL CONDITIONS

Article 1. LEGAL RESPONSIBILITY

Second Home Care will not be responsible for any disturbances occurring during the renter's stay, be it access to the rented property due to local road works, unscheduled stoppage of services (water, electricity).

Second Home Care will not be responsible for any lost of luggage, theft or damages to the renter's car when parked outside the rented accommodation, any corporal damages or injuries to the renter not directly attributed to the layout or facilities provided within the rented accommodation.

Second Home Care will not accept any claim from the renter for injuries occurred during the renter's stay when using the swimming pool, whether entering or exiting the pool area, the use of the pool in matter of safety being the sole responsibility of the renter.

Under no circumstances can the renter claim on any discomfort occurred during the stay resulting directly from act of God, i.e. flood, storm or seasonal adverse weather conditions.

Article 2. RESERVATION AND RATES

A reservation is considered confirmed from the moment Second Home Care has received the deposit by international bank transfer on their account. The payment of this deposit implies that the renter has read, understood and agreed with the General Terms and Conditions of the Rental contract.

The rates applied by Second Home Care are in EUROS, per accommodation and per week, as detailed in the rental contract, but does not include the local tourist tax which is due as part of the consumables, deducted from the caution.

Additional costs such as cleaning, consumables, local taxes are not included in the weekly rental rate but are clearly detailed in the contract. These are deducted from the caution and the balance returned to the renter's account within 14 days after departure, by international bank transfer.

Article 3. PAYMENT

For every reservation, a deposit of 30% of the weekly rate is required, to be paid within 14 days from receipt of the rental contract in order to confirm the booking. If the deposit is not received within the stated time scale Second Home Care will consider the booking invalid and reserve the rights to rent the property to another customer.

The balance of the payment is to be effected 6 weeks maximum prior to the arrival date. In the event of the payment being delayed, Second Home Care will send a reminder by e-mail to the customer requiring the payment to be made immediately, failure to do so will result in cancellation of the reservation as per article 4.

If the reservation is made less than 6 weeks from the date of arrival, Second Home Care require the full payment to be effected on return of the signed contract, and this within 5 working days. Failure to do so will result in Second Home Care considering the reservation invalid and reserve the right to rent the property to another customer.

Second Home Care will send an acknowledgment of payment by e-mail to the customer.

Article 4. CANCELLATION BY THE RENTER

Second Home Care will only accept cancellation of booking in writing, by post or fax, signed by the renter.



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Second Home Care will apply the following penalties for cancellation of the booking depending on the time scale prior to the date of arrival, the cancellation is actually taking place:

- Cancellation more than 3 months prior to the date of arrival: 0 Euros
- Cancellation between 90 and 60 days prior to the date of arrival: 30% of the weekly rent
- Cancellation between 59 and 30 days prior to the date of arrival: 50% of the weekly rent
- Cancellation less than 30 days prior to the date of arrival: 100% of the weekly rent

In the event of the renter not taking possession of the rented accommodation on the date of arrival or leave the holiday house before the agreed end of stay, Second Home Care will not refund any part or totality of the weekly rent.

Article 5. CANCELLATION BY SECOND HOME CARE

In exceptional circumstances where Second Home Care would have to cancel a confirmed booking, the customer will be informed immediately. Second Home Care will endeavor to find an alternative accommodation for the customer, of the same standard as the previously booked property or will upgrade at no extra costs to the customer. If this is not satisfactory to the customer and no alternative arrangements can be found, Second Home Care will refund the totality of the payments received to the customer.

Article 6. COMPLAINTS PROCEDURE

Second Home Care will only accept any complaint if received within 48 hours of the renter taking possession of the rented accommodation and this only by telephone or in writing.

In the event of the renter refusing the rented accommodation on arrival on the ground of the said accommodation not matching the description as featured on the web site and subsequently on the rental contract, Second Home Care will have to be informed immediately and will endeavor to find alternative accommodation. If the customer does not accept the arrangements proposed, Second Home Care will have no option but to refer the matter to a competent legal representative.

The terms of the contract are subject to the law of the land i.e. France and all legal redress will have to be through the local French court.

Article 7. DESCRIPTION OF THE HOLIDAY HOME

All the information relating to the holiday home as featured on the web site, including the description of the living accommodation, facilities and furnishing are supplied by the owner of the property and are vouched by Second Home Care prior to publication on the site.

In the event of significant changes occurring to the description of the property prior to the arrival of the customer, Second Home Care would inform the customer immediately and ensure that those changes do not affect the overall quality of the accommodation.

All information relating to the local area and outside activities within the vicinity of the holiday home are provided on a indicative basis only and Second Home Care cannot be held responsible for any misprints or misrepresentation of these information.

Article 8. ARRIVAL AND DEPARTURE

On arrival, please contact your caretaker 1 hour before arrival. The caretaker will make sure the keys are on sight during arrival. Between the hours of 16.00 -18.00 o'clock in the afternoon.

On departure the rented holiday home has to be vacated by 10 o'clock in the morning and the keys and the customer questionnaire must be returned to the caretaker on sight or at the office of Second Home Care.

Article 9. MAXIMUM CAPACITY

The holiday home is presented for a maximum number of persons as described on the web site and cannot be exceeded unless agreed separately by Second Home Care.

If the renting party does not comply with the maximum capacity clause, Second Home Care reserve the right to refuse entry to the rented accommodation. In the event of an additional holiday maker joining the renting party after the arrival date and thus the maximum capacity clause is exceeded without prior agreement with Second Home Care, Second Home Care will then charge an extra 25% of the weekly rent which will be deducted automatically from the caution.

Article 10. PETS

Pets are on demand.

Article 11. DEPOSIT

The deposit has to be paid by international bank transfer at the same time as the balance of payment for the rented accommodation and this 6 weeks prior to the date of arrival as per article 3.

In accordance with the French law, the caution will be returned to the customer by international bank transfer within 14 days after departure.

Any damages will be deducted from the caution any amount deemed reasonable for damages caused during the stay.

Article 12. ADDITIONAL COSTS

All additional costs (cleaning, bed linen, towels, consumables, tourist tax) are paid by customer before arrival.

Article 13. CLEANING

On entering the rented accommodation, the renter should find the holiday home in a perfect state of cleanliness. If for whatever reason it was not the case, the renter has to let Second Home Care know immediately or at the very least within 24 hours in order to remedy the situation.

On departure the renter will leave the holiday home in a reasonable tidy state, the washing up should be done and all the rubbish should be bagged and left in the bins provided.

All glass bottles should be collected separately and disposed of in the local recycling bins.

Failure to comply with these clauses will result in an increase of the cleaning fee charged by Second Home Care.

Article 14. HOLIDAY HOME RULES

- Do not move or displace any furniture which would cause damages to the floor surfaces. Failure to comply with these clauses will result in extra costs charged by Second Home Care for the replacement of the damaged floors.
- All cupboards and rooms locked by keys are private and should not be accessed by the renter.
- Do not discard of any fatty waste through toilets, bath or sinks (any drain connected to the septic tank) as this would result to blockages.
- Do not use any chlorine based cleaning products as this would result in the septic tank not functioning properly.
- Do not throw tampons, sanitary towels or nappies in the toilets as this would result in serious blockages and the malfunction of the septic tank.
- Do not remove the mattress protectors from the beds and only use the bed linen provided for the purpose it is intended for.
- If a fireplace or a wood burner is present in the rented accommodation and authorization has been given to use it, ensure the wood to be burned is very dry and do not overload the fire. If instructions to use the fireplace or wood burner are required, Second Home Care will be happy to help.
- Do not use the wood stored by the owner of the rented holiday home but do buy your wood from the local DIY or garden center.
- Do not use gathered wet wood. The improper use of the fireplace or wood burner by the renter could result in a chimney fire and Second Home Care would decline all responsibilities for the damage caused. All extra costs to remedy the damage would be at the sole charge of the renter.
- Respect the gardens and the pool area. Do not cut any flowers or trees.
- Do not lit any bonfire on the lawns or drive and park the cars on the grass.
- Do not set up a tent on the lawn.
- Keep the noise within reasonable level and respect the rule of 10 o' clock in the evening watershed.
- Do inform Second Home Care of any damages to part of the property or furnishings if noticed on arrival and do inform Second Home Care of any damages caused by your party during the rented period so that it can be remedied before the next rented period.
- Failure to comply with any or part of the above house rules will result in Second Home Care having a valid claim against the renter to charge additional costs.



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