



SARL LE COUSTATY
Lieu dit Coustaty
24220 St Vincent de Cosse
- France -
Tel. 33 (0)5 24 15 12 10
info@lecoustaty.com

Site internet : www.lecoustaty.com

GENERAL TERMS AND CONDITIONS

This agreement is reserved for the exclusive use Le Coustaty holiday accommodation and only French law is applicable.

GENERAL

The Tenant has no right to remain on the premises once the lease initially specified in this agreement has expired, except with the agreement of the Landlord.

No modification (erasure, addition) to this agreement will be accepted, unless by agreement between the two Parties.

The Landlord undertakes not to divulge in any form whatever any information the Tenant may have provided during the period of the lease.

This latter point is not applicable if the request for information comes from the administrative authorities or the courts.

PAYMENT

Reservation becomes effective when the Tenant has returned a copy of this agreement and an advance payment (50% of the total rent) before the date given overleaf.

The balance is to be paid on the day of arrival, after the Landlord and Tenant have agreed in writing to the inventory of the facilities.

The Tenant agrees that the inventory may be made either by the Landlord or by the Landlord's representative with written authority.

SECURITY DEPOSIT

Where the rental period exceeds one night, the Tenant must pay on arrival, in addition to the balance of the rental, a security deposit equal to not more than 50% of the rental.

The Landlord may immediately cash the security deposit.

The security deposit will be returned at most two weeks after the date of departure, less the costs of damage, loss, or cleaning.

Any deductions made must be duly justified by the Landlord on the basis of such evidence as the final inventory, process-server's affidavit, estimates, and invoices.

If the deposit is insufficient, the Tenant undertakes to make up the sum after the final inspection.

The deposit may not be taken as part payment of the rental

USE OF PREMISES

The Tenant will occupy the premises without causing disturbance and for their intended purpose.

On departure, the Tenant undertakes to leave the premises as clean as he or she found them on arrival.

All the items listed in the inventory must be returned to the places they occupied when the Tenant arrived.

Any repairs required because of negligence or poor maintenance during the lease will be charged to the Tenant.

The Tenant will abstain altogether from putting down the sinks, basins, baths and toilets any objects which might block the pipes, and cleaners which can damage septic tanks; otherwise he would be indebted expenses caused for the restoration of installations.

The tenant cannot ask any rent reduction if urgent repairs appear during the rental

The premises may not be used by other persons, except by prior agreement with the Landlord.

The Tenant is not allowed to sub-let under any circumstances, even for no payment, and the agreement will be cancelled if this occurs. The full amount of the rental will then be retained by or due to the Landlord.

The premises are rented for the purpose of temporary or holiday accommodation to the exclusion of any professional, commercial or craft activity of any type, or as complementary or occasional accommodation (up to three months).

No tents may be pitched or caravans parked in the grounds of the rented premises without the prior agreement of the Landlord.

The Landlord will deliver the premises as specified in the description and will maintain them in good order. In general, the Tenant will leave the premises at the time stipulated in the agreement, or at a time convenient to the Landlord, once they have been inspected.

SPECIAL CASES

The number of Tenants may not exceed the maximum accommodation capacity specified in the catalogue or the description.

In special conditions, and with the agreement of the Landlord, an exception may be made.

INSPECTION AND INVENTORY

An inspection and inventory of the furniture and fittings will be made at the start and end of the lease by the Landlord, or representative, and Tenant. If the inventory cannot be made at the time of arrival, the Tenant has twenty four hours in which to check the inventory displayed on the premises and inform the Landlord of any discrepancies. After that time, the property rented will be assumed to have been undamaged on the Tenant's arrival.

An inspection must be made at the end of the lease and signed by both Parties. The Tenant agrees that the inspection may be made either by the Landlord or by the Landlord's representative with written authority.

If the Landlord observes any damage, he or she must inform the Tenant within one week.

CANCELLATION

No refund of paid advanced deposit shall be made (The tenant is advised to take out a cancellation insurance)

Any cancellation must be made by registered letter or telegram:

a) Cancellation by the Tenant

Any cancellation of this agreement by the Tenant must be made by registered letter with receipt of delivery to the address given on this document, and the date on which the Landlord receives it will be the relevant one.

Any amounts paid by the Tenant to the Landlord will not be refunded

- If the cancellation is received less than 30 days before arrival the tenant will be required to pay all remaining rental payments of the advance payment made by the Tenant;

- If the Tenant does not show up within 24 hours of the start of the rental period this agreement is considered to be cancelled and the Landlord may dispose of the accommodation otherwise.

- If the stay is cut short the Tenant still remains liable for the totality of the agreed rental.

b) Cancellation by the Landlord. If, due to force majeure, the Landlord cancels the rental the Tenant will be reimbursed of all funds paid to date and, if the Tenant so wishes, the Landlord will use his best efforts to secure similar accommodation in the same area on the behalf of the Tenant.

INSURANCE

The Tenant must insure the premises rented. The Tenant must therefore check that his or her domestic insurance policy covers holiday accommodation.

If it does not, the Tenant must apply to his or her insurance company for an extension of cover, or else take out a special holiday policy.

An insurance certificate must be shown on arrival, or a signed statement from the Tenant.

RESPONSABILITY

The Tenant assumes full and entire responsibility for using all the equipments made available.

The Landlord will provide equipments in good condition, but cannot be held liable for misuse or lack of vigilance: children remain under parents or parents or guardians supervision and responsibility.

ANIMALS

We accept maximum 2 animals in each cottage (no animals in chambers d'hôtes) ; they must be leashed and the tenants must take their pets for toileting outside the estate.

They are prohibited from swimming-pool areas