

Exclusive Villas Cannes Limited, 9a Burrough Gardens, London NW4 4AU

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Terms & Conditions

1. General

We act as agents for the owners of the rental property ("the Owners"). We accept no liability in relation to any contract you enter into for the accommodation or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of the Owners or supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements your contract will be with the supplier of the arrangements.

2. How to Book

You must contact us before making a booking to obtain confirmation of availability. A provisional reservation will then be made on your behalf. Subject to availability a confirmation invoice will be sent to you either by email or post together with a booking form which you should complete and return to us either by email or post and a non-refundable deposit of 30% of the rental cost. All payments must be made by bank transfer and the deposit must be received at our bank within 5 days. Failure to meet this requirement may result in a cancellation of the provisional booking. Following receipt of the deposit a binding contract between you and the property owner comes into existence.

3. Authority to Sign

The signatory to the booking form must be 18 years or over, must be a member of the party occupying the property and must have the authority to enter into a contract on behalf of all persons named on the booking. By signing the booking form, the signatory confirms that he/she is so authorised. Bookings cannot be accepted from parties of young people under 18 year of age or single sex parties. All bookings are subject to these booking conditions. The signatory is responsible for making all payments due to us.

4. Payment

The balance must be received by us not less than 60 days prior to your arrival date at the property. This date will be stated on the confirmation invoice. This must be accompanied by the security deposit - see item 7. Failure to pay all sums due in full and on time will entitle the owners to treat your booking as cancelled by you. Bookings taken within 60 days of your arrival at the property must be paid in full, including the security deposit.

5. Contract

Once we have received your booking form and all appropriate payments, we will confirm your booking by issuing a receipted invoice on behalf of the owners. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. A binding contract between you and the owners will come into existence on receipt of your payment.

6. The Price

The rental price is weekly per property unless otherwise stated. During high season generally bookings must be for a minimum of 2 weeks and a supplement may be added for single weeks. Properties are let fully furnished and equipped. Linen and cleaning services are generally included in the price. The property will have been thoroughly cleaned prior to your arrival. Additional cleaning can be arranged see 13. At the end of your stay we will arrange for the property to be cleaned after your departure to ensure that the property is left in the same state as on arrival. Services which may not be included in the price will be clearly stated eg. telephone, electricity, heating, pool heating, pet supplement, etc.

7. Security Deposit

A security deposit is required to cover the cost of any damages or breakages, any additional cleaning and the cost of telephone charges or electricity, heating, pool heating or other charges not included in the price. This amount will be cashed 60 days prior to your arrival at the property. It may take up to 8 weeks after your departure from the property to return the security deposit or balance thereof (if applicable) delays can be caused whilst awaiting utility bills (if applicable) or proof of damages. No calls will be made to the owner to speed up the receipt of bills until 4 weeks after the date of your expected departure as shown on the confirmation invoice. Some damages may not be immediately obvious to the owner upon your departure. The owners reserve the right to calculate the cost of any damage noted in the property after your departure and deduct these sums from the security deposit. If the security deposit is insufficient to meet all sums incurred by you, you will be informed of any additional sums required as soon as possible. You will be responsible for immediate payment of any additional sums to us on the owner's behalf. If you have a query or dispute relating to the security deposit you must first of all advise us. We will pass your

query/dispute on to the owner and will try to assist both of you in reaching an agreement. However, we cannot guarantee this and if any dispute cannot be resolved you must take any further action you feel necessary against the owner directly yourself.

8. Alterations/Cancellations by the Owner

In the unlikely event of a significant change or cancellation of your booking by the owners, we will inform you as soon as possible. A refund of all monies paid by you will be made.

9. Cancellation by You

Any cancellation by you (for whatever reason) must be in writing. The effective date of cancellation is the date we receive written notification. If you cancel 60 days or more prior to your booked arrival date at the property as shown on your confirmation invoice, we will be entitled, on the owner's behalf, to retain your deposit. If you cancel less than 60 days before your booked arrival date at the property as shown on your confirmation invoice, or your booking is cancelled due to your non-payment, the owners shall be entitled to the full cost of the holiday from you. We will endeavour to obtain a replacement client for the owners. If a replacement is obtained, we will then refund all monies paid by you, less any difference between the price you paid for the property and the price paid by the replacement client, any irrecoverable expenses incurred by us or the owner relating to the original booking and an administration charge.

10. Number of People Using the Property

Only the number of persons stated on the invoice may use the property unless otherwise agreed with us and the owners. The maximum numbers of people, including infants allowed at the property may not be exceeded. The owner has a right to terminate the arrangements without prior notice and without refund if the numbers are exceeded.

11. Access

You must allow the owners' representatives access to the property at reasonable times to carry out maintenance and/or inspection.

12. Behaviour

When you book you accept responsibility for any damage or loss caused by you or any member of your party. You must keep the property and all furniture, fittings, facilities, equipment and grounds 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 your accidental damage to the property. Personal possessions are not covered by property owners' insurance. The parking of caravans/pitching of tents is strictly forbidden. All clients are expected to have consideration for other people. If in the reasonable opinion of the property owners, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the owner is entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the property. Neither we, nor the owners will have to pay any expenses or costs incurred as a result of the termination.

13. Staff

If you would like us to book cooks, cleaners, babysitters, etc, please give us as much notice as possible. Payment for these services must be paid locally, although some services may require a non-refundable deposit at the time of booking for items such as food.

14. Linen

Linen is generally included in the rental however it may be necessary to take your own beach towels. If cot linen is required, please let us know in advance. This may need to be hired and if so, there will be a charge for this. Linen is normally changed once per week. If you require more frequent changes there may be an additional cost.

15. Swimming Pools

Swimming pools are not always open all year. If your rental period is outside 1 June-30 September, please check with us that the pool will be available for your use during your stay at the property. If pool heating is available there will be an extra charge that will be deducted from the security deposit or, if the security deposit is not sufficient to cover the cost of this you will be required to pay this additional charge prior to leaving the property at the end of your stay.

16. Social Events and Other Functions

We act as an agent for the owners for the private rental of the property. If you intend to organise a function (eg. party, wedding, cocktail party) at the villa, you must seek prior permission at the time of booking. Additional charges and/or an increased security deposit may be sought at the owners' discretion.

17. Security and Valuables

Any valuables left at the property are left at your own risk. Neither we, nor the owners are responsible for their loss. Proper care must be taken against theft and burglary. It is essential and your responsibility to ensure all doors, shutters and windows are closed and locked when leaving the property, or when by the poolside/in the grounds. No refund can be given should you decide to vacate the property as a consequence of a burglary.

18. Arrival and Departure

Arrival is between 17.00 and 20.00 local French time. If your arrival is delayed you must inform the contact person noted on the directions sheet that you will be delayed. If you arrive after 22.00 you may not be able to access the property until the following day. Departure is between 08.00 and 10.00. If these times are difficult, please advise us at the time of booking. We will not be able to guarantee any changes can be made after the booking.

19. Travel

You are responsible for arranging travel to and from the property. You are responsible for all members of your party's travel and health documentation (for example passports, driving licences, vehicle registration documents, green card, motor insurance, etc.) Neither we, nor the owners can be held responsible if you fail to carry the correct travel and health documentation.

20. Information

Whilst we make every effort to ensure that descriptions supplied are accurate, we cannot accept responsibility for errors contained therein or the results thereof. Minor differences between the photograph/text used and the actual property may arise. The owners reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interest of continual improvement, property owners reserve the right to alter furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice. If we become aware of material changes after your booking has been confirmed we will advise you before departure.

21. Pets

If you wish to take any pets to any property, you must request this at the time of booking. We will pass on your request to the owner but we cannot guarantee all requests will be met. If the owner gives consent for you to take a pet to the property you will be liable for all damages, costs, losses etc incurred by your pet in or at the property. The owner reserves the right to charge a supplement, and/or increase the security deposit in the event that consent is given for you to take a pet to the property.

22. Complaints

In the unlikely event that you have any reasons to complain or experience any problems with your stay you must contact us immediately to resolve it. Complaints received at the end of your stay will not be accepted. If you remain dissatisfied, however, you must write to us within 28 days of your return home and give full details of your complaint. We will pass on all complaints received to the owners. If you have any complaints concerning any services we provide (as opposed to any provided by the owner), you must inform us straight away in writing and in any event within 28 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified.

23. Our Liability and that of the Owners

As we act only as agent for the owners we cannot accept any liability for any act(s) or omission(s) of the owners or anyone representing, or employed by the owner. Further we cannot accept any liability for any shortcomings or defects with or in the villa as the villa is within the sole control of the owners. Neither we, nor the owners can be held responsible for noise or disturbance originating beyond the boundaries of the property. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor the failure of public utilities such as water, gas and electricity. Except where otherwise expressly stated in these booking conditions, we regret neither we, nor the owners can accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Terms & Conditions "force majeure" means any event which we, or the property owners could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

24. Insurance

We strongly recommend that you and all members of your party purchase comprehensive travel insurance. Personal possessions are not covered by property owners' insurance. We cannot be held responsible for any problems arising out of the organisation of insurance through any other company.

25. Low Slung Cars

People taking low/sports cars are advised to check that the access to the property is suitable.

26. Law

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your stay will be dealt with by the Courts of England and Wales only.