# Gîtes Marins de Paimpol

## Rental Terms and Conditions

#### Bookings

Bookings can only be made either by phone, email or mail. Only single booking can be made. Once the booking done, the lessor will send a rental agreement in two copies to the applicant. The rental agreement has to be returned back to the lessor within a certain timeframe (usually around 8 days).

Bookings will come into force only once the lessee will have sent back the two signed copies of the rental agreement along with a downpayment equivalent to 25% of the rental amount. Bookings will only be hold during a given duration, noticed on the rental agreement at time of dispatch. Should the applicant not send back the rental agreement within the given time period, then booking will become void.

Once a booking is accepted, the lessor will send back to the lessee a signed copy of the rental agreement.

## **Payments**

Final payment is due to be paid on the arrival date, prior to entering the premises. Should the lessee delays his arrival, official notice has to be sent to the lessor along with the final payment prior to the original start of the rental period.

#### Deposit - Guarantee

The tenant pays, when arriving, a deposit more the balance of the rent. The amount of this deposit is 50 % of the price of the hiring, with 200 €. maximum. The owner can proceed to the immediate cashing of the deposit.

It will be refunded to the tenant within 15 maximum days from the departure of the tenant, made deduction, by the owner of the amounts, to the load of the tenant, for purposes of repairing of the places, various repairs... The amount of these reserves will have to be duly justified by the owner on the basis of inventory of fixtures of exit, estimates, invoices... If the deposit proves to be insufficient, the tenant commits himself for making up the sum on proof documents provided by the owner.

#### Inventory of fixtures and inventory

The inventory of fixtures and inventory of furniture and various equipment will be made at the beginning and the end of the stay by the owner or his agent and the tenant. In the event of impossibility of proceeding to the inventory at the time of the arrival, the tenant will have a 24 hours delay to check the posted inventory and to point out to the owner the noted anomalies. At the end of this 24 hours period, the rented goods will be regarded as in conformity with the inventory and free from damage at the entry of the tenant. In the event of not-realization of inventory of fixtures at the departure, because of the time of departure is other than the previous time of the contract and is incompatible with the timetable of the owner, this last one will unilaterally carry out the inventory of fixtures and the inventory at the previous time, and will return the guarantee in the week following the departure, in the absence of degradation and subject to good repairing of the place. If the owner notes damages, it will have to inform the tenant within eight days.

#### Cleaning of the buildings

In all the cases, the tenant must leave the buildings with the crockery washed and put back in its place, various furniture and implement in their initial place.

A fixed price of  $40 \in$  is proposed for the cleaning of the buildings. The tenant can wish to carry out himself the cleaning of the buildings. However, if the cleanliness of the restored building is not in conformity with the requirements of the owner, this one reserves the possibility of using a cleaning lady and charge the fixed price of  $40 \in$  to the deposit.

#### Conditions of cancellation

Any cancellation must be notified by registered letter with acknowledgement of delivery, the date of first presentation by the Post office being taken.

### 1- Cancellation on the initiative of the tenant:

If the cancellation takes place 3 months before the entry in the places, the owner restores in the 30 days the entirety of the versed down payments. If the cancellation takes place less than 3 months before the entry in the places, the owner will immediately give the places in hiring for the same period, even if he means to decrease the amount of the rent to find a tenant in replacement. He will then restore the down payments, but after deduction of the possible reduction of the rent received for this period of hiring.

#### 2- Cancellation on the initiative of the owner:

Before the entry in the places, with the exception of absolute necessity, the owner will transfer with the tenant the double of the amount of the received down payments. This restitution will be sent to the tenant by recommended mail with acknowledgement of delivery within 30 days as from the notification of the cancellation. After the entry in the place the cancellation must be duly justified (non-payment of the rent, rubber checks, proven deterioration of the places, complaint of the vicinity, occupation exceeding the number envisaged of occupants). This cancellation involves the departure of the tenant in the 2 days. The owner reserves the right to preserve the amount of the deposit under the conditions specified at the paragraph "Deposit - Guarantee". Whatever the cause of the cancellation, the entirety of the amount of the rent remains sure with the owner.

## 3- Not presentation of the tenant:

If the tenant does not present himself 24 hours after the date planned for the beginning of the hiring and if the total amount of his rent is not paid :

this contract is regarded as cancelled the down payments remains to the owner the owner can have his house free of hiring. 4- Interruption of the stay.

In the event of interruption of the stay by the tenant, and if the responsibility for the owner is not blamed, the contract will not be cancelled and it will not be any refunding , excepted the deposit.

#### Insurances

The tenant is held to ensure the room that is committed to him or rented. He must thus check if its contract of principal dwelling envisages the holiday extension (hiring of holidays). On the contrary assumption, it must tell his insurance company and claim the extension of the guarantee from him or subscribe a particular contract, under clause "holiday". A certificate of insurance will be claimed from him when entry the buildings or a declaration on the honour.