

## Terms and Conditions of Lou Messugo Holiday Apartment 2020

### 1. Terms Used

In these Terms and Conditions 'you/yours' refers to the renter and his/her party and 'we/us' means Lou Messugo. The terms 'apartment' and 'property' refer to the apartment building, the garden, the pool and all facilities provided by us.

### 2. Booking Procedure

When booking directly with us (not through a third party such as Airbnb/TripAdvisor etc) we will send you a booking form to fill out. Your holiday dates are guaranteed and the contract exists between you and us only after this completed booking form has been received by us with your deposit and we have confirmed your booking in writing.

### 3. Payment (See COVID-19 Clause below which over rides this during 2020)

We require a deposit of 25% immediately to guarantee your dates with the balance due 8 weeks before arrival. Our bank details will be sent with your booking form.

We accept payments by Bank Transfer (NB all charges to be paid by guest) or Cheque in Euros from a French bank. For bank transfers we recommend Transferwise and can provide a link for a discounted first use. Contact us for more details.

The balance of payment must arrive in our bank account 8 weeks before the arrival date or we will consider the booking null and void and proceed with re-letting the apartment. Failure to pay the outstanding balance by this time will result in your rental being suspended and the apartment being put up for rental until payment is received. Should the apartment be re-let and your balance subsequently received, your payment, minus the deposit will be refunded. *Please contact us as soon as possible if you have a problem getting the payment to us in time.*

### 4. Cancellation Policy

#### 4.1 Cancellation by You (See COVID-19 Clause below which over rides this during 2020)

Cancellation must be made in writing.

Where cancellation is received more than 8 weeks prior to arrival, a full refund will be made minus a 50€ administrative charge.

Where cancellation is received 8 - 4 weeks prior to arrival, a refund will be made *subject to the property being re-let* (minus a 75€ administrative charge).

Where cancellation is received less than 4 weeks prior to arrival no refund will be made.

No refunds will be made for non-arrivals or for guests that do not stay for the full duration of their stay. Depending on the reasons for your cancellation, you may be able to reclaim cancellation charges from your insurance company, if you have taken out travel insurance. **We recommend you purchase adequate travel insurance.**

#### 4.2 Cancellation by Us

In the unlikely event that we have to cancel your stay we will inform you as soon as possible and will do the following:

1. Attempt to arrange an alternative date for your stay. Should this be in a higher priced season there will be no additional charge and should it be in a lower priced season will refund the difference.

2. If no alternative can be made we will refund your payment and deposit in full.

You have no other right than the claim to the funds paid to us. **We recommend you purchase adequate travel insurance.**

### 5. Accommodation and Occupancy

The booking shall be deemed for the purpose of the people whose names appear on the booking form.

The number of people permitted to occupy the property is limited to the number of beds. If the number of people permitted to occupy the apartment is exceeded we reserve the right to charge an additional amount or terminate the rental agreement.

You must inform us if you have any visitors at the apartment. You are responsible for your visitors at all times when on the property and you must ensure that they comply fully with our Terms and Conditions.

Lou Messugo cannot be used as a base for a party. We reserve the right to refuse or revoke any bookings from parties which may, in our opinion, be unsuitable for the property or which have broken these Terms and Conditions.

## **6. Arrival and Departure (see Covid-19 clause below)**

Arrival is after 4.00 pm (16.00) local French time. While there is no "latest arrival time" please try to arrive at a reasonable hour and inform us if you are going to be very late as soon as possible.

You must vacate the property by 11.00 am local French time on the day of departure.

If these times cause you difficulty, please advise us at the time of booking. We are sometimes able to be flexible.

The apartment is for holiday use only, neither you, nor any person allowed into the property by you, has the right to remain on the property beyond the agreed departure date. You will be liable for any losses incurred as a result of delayed departure.

## **7. Security**

You are responsible for the keys to the apartment and gate during your stay and therefore you are responsible for ensuring all doors and windows are closed and locked when you are not in residence.

We do not accept any responsibility for damage or loss to your possessions or property during your stay. (If you lose the keys you will be charged, see clause 15 below).

## **8. Rates**

All rates quoted are based on the rates prevailing at the time that a booking is confirmed. Once a booking has been confirmed we will not change the rate quoted unless you change the booking. Rates are subject to change without notice and may vary for currency exchange movements where applicable between France and overseas locations.

## **9. Our Liability**

We cannot be held responsible for any injury, loss or damage to you personally, your belongings or your vehicles when using the apartment, garden, pool, equipment or other amenities. The use of these amenities is entirely at your own risk and we accept no responsibility. It is the responsibility of parents/adults to supervise their children.

We cannot be held liable for the acts or defaults caused by third parties nor can we be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control.

You are advised to ensure your own insurance policies cover loss or damage to personal property during your stay. In the event of circumstances beyond our reasonable control e.g. (but not limited to) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder, fire, flood, exceptional weather conditions, loss of electricity/internet connection, disease outbreaks, industrial disputes/strikes, insect infestations etc. we shall not be liable for any resulting costs, losses or damages suffered by you (including the cost of securing alternative accommodation), nor for our failure to undertake our obligations to you.

**You are advised to take out adequate travel and personal insurance.**

## **10. Pets**

Pets are not allowed on the property.

## **11. Smoking/Vaping**

Smoking (including e-cigarettes) is strictly prohibited inside the apartment. It is permitted in the garden but please take care to avoid fire and dispose of all cigarettes properly in an outdoor bin. We reserve the right to charge an extra cleaning cost if we deem the apartment to have been damaged by smoke fumes. This damage may include, but is not restricted to, smells and odours, stains, marks or cigarette burns to floors, walls, ceilings or furniture and fittings.

## **12. Services**

We cannot be held responsible for any failure or interruption of services to the apartment including electricity, water, satellite television and internet providers.

## **13. Images and Representation of the Property**

Every effort has been made by us to ensure that the information and images you may have seen on our website are accurate. However, information and images are subject to change without notice.

For the reasons set out above, and due to the limitations in the manner and style in which we can reproduce images of our property in publicity material or on the website, we do not warrant that any such images accurately or completely describe the property.

Please note that our website may link to other websites which may be accessed through our site. We are not responsible for the data policies, content or security of these linked websites.

#### **14. Data and Internet**

We do not assume any responsibility for any damage to your computer, the data contained on it, or the security of any data transmitted over the internet. It is the sole responsibility of guests to protect their computers from viruses, loss of data and/or unauthorised access.

You agree to abide by legal usage of the internet and will not view inappropriate websites or engage in questionable online activities while using the free WiFi provided.

We do not assume any responsibility for any illegal activity on the internet and should we become aware that you are engaging in such activity we may use our absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the property. We will not have any further responsibility toward such person(s) including any return travel arrangements.

No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### **15. Security Deposit**

A deposit of 200€/£200 in cash is required at the beginning of your stay for breakages/damages. It is fully refundable provided everything is found to be in good condition, working order and clean on departure. You will be charged a flat rate of 75€ if you lose the apartment keys, which will be taken out of the security deposit.

#### **16. Cleaning Fee**

On departure the apartment must be left clean and tidy. You may choose to clean it yourselves in which case it must be left as clean as on arrival. Or you can just leave it tidy choosing to pay 30€ in cash upon arrival to have it done for you, leaving you free to enjoy your last morning. Please advise on the booking form.

#### **17. Rental Price**

The rental price includes electricity, heating and water charges, wireless internet, bed linen, tea towel, bath mat and bath towels for the number of people specified on the booking form. It does not include pool/beach towels, which may be hired at the cost of 15€ for 2 or 25€ for 4 per booking. Please advise on the booking form if you would like this or if you will bring your own. It also does not include bedding for a cot (which you need to bring yourselves) nor does it include electricity to charge an electric vehicle. (See clause 18 below).

#### **18. Electric Vehicles**

The nearest charging point to us is about 1 km away in the centre of Roquefort les Pins. You may be able to charge your vehicle at the apartment but it will take much longer as we do not have a dedicated plug for this purpose. If you wish to charge your vehicle at Lou Messugo you will be charged a flat rate of 10€ a day.

#### **19. Your Personal Details and Email Address**

We will only use your personal details (email and phone number) for the purposes of organising your holiday with us. If you wish to be added to our mailing list (max 2-3 newsletters per year) please tick the appropriate box on our booking form. For further details please refer to our privacy policy on our website.

#### **20. Restrictions**

Should you or anyone in your party be in breach of these Terms and Conditions we reserve the right to request that you vacate the apartment within 24 hours at the latest.

#### **21. Complaints**

We make every effort to ensure there are no problems during your stay with us. However, we understand that occasionally things can go wrong. This includes, although is not limited to, dissatisfaction with the property (not sold as described), equipment/facilities broken or not working properly in the apartment/garden or pool, and accidents to you or any in your party while on the property. If you encounter any such problems it is vital you let us know as soon as the problem occurs/is detected and allow us suitable time to rectify it. Unless this procedure is followed, no

subsequent claim will be entertained. We cannot consider any complaint brought to our notice after you have left.

## **22. Our Address**

Lou Messugo  
Cidex 74 bis  
Chemin des Pignatons  
06330 Roquefort les Pins  
France

## **23. COVID-19 CLAUSE**

### **FOR NEW BOOKINGS MADE AFTER 22 APRIL 2020 FOR A STAY AT LOU MESSUGO STARTING BEFORE 31 DECEMBER 2020**

If lockdown continues, is extended or reintroduced and as a result non-essential travel to self-catering holiday accommodation is prohibited, we are offering those new bookings the following terms

**23.1 PAYMENT:** A non-refundable 50€ deposit secures your booking with the balance payment due by midday the day before arrival.

**23.2 CANCELLATION:** The guest has the right to cancel up to midday on the day before their scheduled arrival date and will receive full credit (with no admin fee) against a later stay at Lou Messugo booked and taken within 12 months of the originally booked arrival date.

[23.3 The guest undertakes to inform us if their flight/transport to France is cancelled as soon as they know so we can try to rent to other holidaymakers.]

**23.4 ARRIVAL & DEPARTURE TIMES:** in order to ensure we have as much time as possible to thoroughly clean and disinfect the premises between guests check-in time is after 5pm (17.00) and we are asking guests to leave by 9 am on the morning of departure. Thank you for your understanding.