

CONTRACT OF HIRE – terms and conditions

Preliminary Definitions:

The “premises” are apartment situated at 15 Avenue Des Orangers

The “Owner” is Mrs Olga Cran

The Hirer(s) are those person (s) hiring the premises from the Owner for the period of let stated in the these terms and conditions documents accompanying

1. The contract of rent for the apartment mentioned below is valid only for the Hirer(s) mentioned below and only during the period which is specified under the contract herein agreed to between the Hirer(s) and the Owner, all this to be subject to the law of the French Republic. The Hirer(s) acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends. The Hirer(s) are responsible for their own travel arrangements and are obliged to purchase comprehensive travel/holiday insurance, which should include third party. This condition is necessary for the reservation of this premises in accordance with all relevant Travel Regulations of the European Union.

2. The Hirer(s) recognize that Owners of the apartment , their Agents or Employees do not carry any responsibility for any accident, should it happen to the Hirer(s), their visitors, or those that the Hirer(s) invite on to the premises for loss or damage caused to their personal effects or belongings.

3. Owners are exempt from any liability to the Hirer(s) if the premises become inaccessible as a result of any unforeseen circumstances or Force Majeure. The Owner cannot be held responsible for the failure of public services, (e.g. water, electricity, WI-FI, public heating etc) or any disturbances which is beyond their control. The maximum refund available depends on the amount of the rent paid by the Hirer(s) which remains apportioned as unused by the said Hirer(s) as a result of the termination of the period of hire by such unforeseen circumstances or Force Majeure. The Owner undertakes to assist to all reasonable extent in finding alternative accommodation for the Hirer(s) but cannot provide any guarantee as to the price, location or quality of any such replacement.

4. The responsibility of the Owner to the Hirer(s) for the foregoing provisions shall never be higher than the sum of the rent paid by the Hirer(s).

In the event of there being cause for complaint concerning the property, the matter should be taken up with the Owner at once. It is important that this is done whilst the Hirer(s) are still at the property so that an on the spot investigation can be made and remedial action taken if required.

Reasonable access to the property by the Owner and/or our authorised representatives must be allowed at all times.

5. The Hirer(s) are obliged to check in advance that the style, type, quality and size of the Premises corresponds to their requirements. The information on the Premises can be found on the website and includes description that accords to the best standards of common practice and terminology accepted as fulfilling the information required by prospective Hirer(s) seeking accommodation in the French Republic

6. The Hirer(s) are responsible for any damage which occurs during their stay as a result of their accident or negligence, and are obliged to replace or pay for any damage or breakages. If the Hirer(s) are unable to replace damaged items, they should inform the owners immediately, so that the owners may guarantee the next Hirer(s) will receive fully equipped premises as described in the particulars of the Premises wherever advertised. The cost of any necessary repair and replacement of any damages will be paid by the Hirer(s). The Owner requires 400 pounds of total payable rental cost by the Hirer(s) as a Damage Deposit to be returned under deduction of any amounts payable as a result of the foregoing obligations at the end of the period of hire.

7. If the behaviour of the Hirer(s) or members of their party, or their visitors is liable to result in damage, injury or danger to a third party or nuisance to neighbours the Owner reserves the right to terminate the contract at her reasonable discretion. In such a case the Hirer(s) are required to vacate the premises immediately without recourse.

8. The Hirer(s) are obliged to request the preliminary approval of the Owner if they intend to organize celebrations in the premises or intend to use it for business. If Hirer(s) do not comply with these stipulations, the contract of hire may be immediately terminated by the Owner. The Hirer(s) should ensure good maintenance and cleanliness of the property. Animals are not permitted in the premises.

9. The Hirer(s) accepts responsibility for all external locks and the safety and maintenance of the premises during the period of rental. Keys should be returned to the Owner or her employees immediately at the end of the Hirers' stay. All responsibility for the security of the subjects of the premises insofar as relating to external locks and doors shall be the responsibility of the Hirer(s) excepting the Hirer(s) from the liability of the Owner for the good maintenance of any such external locks.

10. The apartment is accessible from 16.00pm on day of arrival and should be vacated in a clean and tidy condition at 11.00am on the day of departure. Hirer(s) are obliged to dispose of waste products and to ensure that the apartment is in the same state of cleanliness as when the Hirer(s) first arrived. All costs above the reasonable and acceptable cleaning which is needed as a result of the period of hire by the Hirer(s) shall be borne by the Hirer(s). All Bed linen, kitchen and bath towels and bath mats shall be provided by the Owner.

11. The deposit, at a rate of 400 pounds must be paid 2 months before your arrival. In case of cancellation, the deposit is not subject to return except at the strict discretion of the Owner. The Hirer(s) must take into account, that if the payment is not received within 2

months prior to your arrival, the reservation of the premises is considered void and the premises may be rented to others. If your holiday begins less than two months from the time of booking, the full tariff is payable on booking. The Owner will not send reminders, it is the obligation of the Hirer(s) to supervise the schedule of payments under the contract. Cancellation will result in the loss of the deposit, and unless the accommodation can be re-let, in liability for the total cost. Cancellation must be received in writing. Holiday insurance is very strongly recommended. In the event of cancellation an administration fee of £20 will be charged.

12. The filling in of the forms accompanying the terms and conditions of hire binds the Hirer(s) to the conditions of this contract.

To complete the booking please make two copies of these forms, retaining one for your personal records. Then send the other copy together with your deposit to the owner. The hirer(s) will receive a written acknowledgement on acceptance of their booking, sent by mail/ e-mail. Orders are accepted when the owner receives the deposit and hirers receive a confirmation.

After receiving confirmation of availability from the owner either by telephone or e-mail, please print and send this document to the address on the following page.

Signature:.....

BOOKING FORM

Mrs. Olga Cran
44 Gilmore Place,
Edinburgh, United
Kingdom EH3 9NQ
07930492250

I wish to rent the apartment at: 15, Avenue des Orangers, Nice, France. From 16.00pm
(please specify day of week, date, month and year)

Expected arrival time?

Expected departure time?

Till 11.00am o'clock (please specify day of week, date, month and year)

I agree on the above conditions of the contract.

* I enclose 400 Eurospoundsdeposit

I accept that the balance will be paid two months prior to start of the holiday. Names of everyone who will stay in the premises – NO MORE THAN FOUR PERSONS (please, print):

Principal hirer(s) address:

Name

Address

Telephones
while travelling

(mobile)

Fax

E-mail

Principal hirer's signature:

Date