Booking Conditions: FRANCE

PAYMENT

Bookings will be confirmed upon receipt by Tuscan Enterprises of the appropriate deposit and signed Booking Form. At this point a binding contract will come into existence which will be governed by French law and which will be subject to the jurisdiction of the courts of France.

A Booking Confirmation/Account will be sent incorporating the cost of the accommodation, Breakage Deposit and the cost of any Additional Services required, less the initial deposit.

The outstanding balance is payable to Tuscan Enterprises not less than 9 weeks prior to arrival at the house. If we do not receive the payment in full and on time we reserve the right to treat the holiday as cancelled by you and hence the deposit forfeited. Late payments may attract a surcharge.

Tuscan Enterprises reserves the right to refuse any booking prior to the issue of your written confirmation.

PERSONAL & CANCELLATION INSURANCE

We insist that all our clients are covered by a Personal & Cancellation Insurance. N.B. You may be asked to supply details of this cover.

3 CANCELLATION

If you wish to cancel your booking once a deposit or full balance has been paid we will require a letter from you signed by the signatory on the Booking Form. The cancellation will be effective from the date the letter arrives at our offices.

In the event of a cancellation more than 9 weeks before arrival the hirer will not be held liable for the balance of the rental but the deposit is not refundable. Should such a cancellation occur less than 9 weeks before arrival Tuscan Enterprises will make every effort to relet the property in which event a refund of the final balance will be made less expenses and additional costs incurred.

4 AMENDMENTS BY YOU

Should you wish to amend your booking once it has been confirmed we will do our best to facilitate your requests. However changes to your holiday property may be treated as a cancellation by you and the cancellation charges of condition 3 applied. Other amendments can be made, subject to a Euros 20 administration fee.

5 ALTERATIONS & CANCELLATIONS BY US

It is very unlikely that we will have to make any changes to confirmed arrangements. However if for any reason, beyond our control, we are unable to provide the property booked we reserve the right to transfer you to a similar property. If this is not possible or you do not wish to be transferred we will cancel the booking and refund all monies paid.

6 BREAKAGE DEPOSIT

A refundable Breakage Deposit, as specified in the "Additional Information" section of the individual property details, will be included in the Booking Confirmation/Account which is payable not less than 9 weeks before your arrival date. If there are any breakages, cleaning or outstanding bills Tuscan Enterprises reserves the right, on behalf of the owners, to deduct these costs from the Breakage Deposit. The hirer should replace any small breakages prior to departure. In addition, if there are any charges or costs in excess of the Breakage Deposit then the hirer will reimburse Tuscan Enterprises accordingly. The Breakage Deposit will be refunded 2 weeks after the end of your holiday except in the case of houses with telephones on detailed billing. Once the telephone bill is received, Tuscan Enterprises will send you the relevant extract together with any remaining Breakage Deposit.

7 AMENITIES

The use of the accommodation and amenities, where offered, such as swimming pools etc. is entirely at the user's risk and no responsibility can be accepted for injury to a user or visitor, or loss or damage to the user or visitor's belongings.

8 BELONGINGS

Personal belongings and baggage are at the hirer's risk at all times.

9 MOTOR CARS

No responsibility can be accepted for any loss or damage to any vehicle or its contents.

10 PETS

Several of our property owners accept pets on the understanding that they are well behaved and that they ARE NOT allowed in the swimming pool. However many owners do not accept pets and it is therefore VERY important that you confirm with us AT THE TIME OF BOOKING whether pets are accepted in the house of your choice.

HIRER'S RESPONSIBILITY

The hirer is responsible under French law for the property and its contents during the holiday.

You should make sure that your Personal & Cancellation Insurance offers a high degree of personal and public liability.

We request that you leave the property in a good state of cleanliness. Failure to do so will result in a supplementary cleaning charge which will also apply if the hirer does not dispose of all rubbish (including bottles) on departure. We must advise you that cleaning costs in France are high & therefore any additional cleaning will be charged for at a rate of Euros 20 per hour.

All our pools are fitted with a system of security. It is the hirer's responsibility to ensure that the security system installed is activated during the holiday, including on departure day from the property. As always, child surveillance remains the responsibility of parents.

PARTY SIZE

UNDER NO CIRCUMSTANCES may more than the maximum number of people, as stipulated in the brochure and on our website, occupy a property without written permission from Tuscan Enterprises. If we are made aware that the number of people occupying the property exceeds that stated in the brochure and on our website then we reserve the right to ask the entire group to leave the property immediately with no refund of the rental sum paid. The parking of caravans or the erection of tents for accommodation is NOT permitted at any of our properties.

13 BROCHURE

Simply Perigord aims to ensure that the contents of the brochure, and all our other promotional material, is accurate. There may be small differences between the actual property and services and its description as property owners are continually seeking to improve houses and facilities. Tuscan Enterprises cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities.

14 PESTS & DISTURBANCES

Mice, ants and other insects or animals are inevitably present in the countryside around the houses. Tuscan Enterprises cannot be held responsible for the appearance of this type of problem during your stay although we will take appropriate action as soon as we have been advised if there is a problem. Occasionally the problem cannot be easily or completely eradicated and cannot be expected to be so.

Tuscan Enterprises cannot be held responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation and which is beyond our control.

15 MAID SERVICE

Maid service is provided in certain houses where indicated except on French public holidays.

16 DISABILITIES

In order for us to help you choose a suitable property it is imperative that we be informed of any disabilities of people in your group. If we are not aware in advance of any disabilities we cannot be held responsible if a property does not suit your needs.

HEATNG SUPPLEMENT

Heating should not be required in the Mid and High Seasons but should it be asked for there will be a supplementary per day charge.

18 COMPLAINTS

We have no wish to have dissatisfied customers and consider it part of the contract to be given the opportunity to put right any complaints you may have. In the unlikely event that you wish to complain please contact us when every effort will be made to settle any grievance straight away. If you remain unhappy with the solutions provided please advise us again in writing within I4 days of the end of the holiday.

If we are not contacted within 24 hours of a problem occurring, or if you independently leave the property or move to other accommodation without prior agreement, all rights to compensation or repayment will be lost.

All our properties are hecked regularly throughout the year and the brochure descriptions are made in good faith. However we cannot be held responsible for any alterations made by the owners without our knowledge. Neither do we accept responsibility for the breakdown of supplies of gas, water or electricity, swimming pool filtration systems or domestic equipment. We will make every effort to solve problems of this nature immediately we are notified. Liability is limited to the amount paid by the hirer for accommodation.