

La Coyerè Gites



Discover Loire Valley with us

Terms & Conditions

General

1. Your contract is with Frederic & Fiona Waldteufel (“owners”, “we”, “us” and “our” in these Booking Conditions) for the property known as La Coyere Gites (“the Property”). References to “you”, “your”, “client” or “guest” are references to the person making the booking and all members of the holiday party.
2. These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.
3. Please respect and show consideration for your surroundings and neighbours.

How to Make a Booking

1. Please send a booking request using the online form. Subject to availability, and on your request, a provisional booking will then be made. The following must then be sent to us (by post or email) within a period of 7 bank working days:
 - a. A completed and signed booking form: In signing this booking form, the person who signs it certifies that he/she is authorized to agree to the Terms & Conditions on behalf of all persons detailed on the booking form, including those substituted/ added at a later date. The signatory must be a member of the party occupying the property and must be 18 years or over. Bookings cannot be accepted from parties of young people less than 18 years of age.
 - b. The initial deposit of 25% of rental cost. (You should note that failure to meet this requirement may result in a cancellation of the provisional booking)
2. Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us. You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

3. Following receipt of the booking form and deposit, the Owner will send a confirmation of booking/invoice; this is the formal acceptance of the booking. Bookings are confirmed on the understanding that the accommodation booked will be available for the dates specified.
4. If, due to circumstances beyond our control, this is not possible, we will make a prompt and full refund of all money paid, and there will be no further claim against us. In the event of the booking being cancelled or altered by reason of force majeure (which includes floods, storms, riots, strikes, wars, and Acts of God) or other events outside our control, we cannot accept liability.
5. Reservations made within 6 weeks of the arrival date require full payment at the time of booking. If payment is not received by the due date, we reserve the right to give notice that the reservation is cancelled and the deposit will be retained by the owner.

Payments

1. The balance of the rent is payable not less than six weeks before the rental period, if payment is not received by the due date the Owner reserves the right to give notice in writing that the reservation is cancelled.
2. Reservations made within six weeks of the start of the rental period require full payment at the time of booking.
3. A security deposit of £100/€120 is to be paid along with the balance of prior to arrival. The deposit is required to cover the cost of any damage or breakages to or at the property, any additional cleaning and any missing items. The Owner will account to the Client for the security deposit and refund the balance due within two weeks after the end of the rental period, providing there are no major breakages or damage and the property is left in a clean and tidy condition. We reserve the right to hold the security deposit for longer than 14 days if there is a dispute over damage, or we are awaiting bills/proof of damage.
4. Payments in Pounds Sterling are accepted via bank transfer, cheque or Paypal. While payments in Euro are accepted at current currency rate by bank transfer or PayPal. Cheques should be made payable Frederic Waldteufel. UK and French bank details can be provided upon request. If payment is made by PayPal then any charges will be paid by you.

Cancellation

1. If a cancellation is requested less than 6 weeks prior to the rental period, the deposit is non-refundable.
2. If a cancellation is requested within the 4-6 weeks prior to the rental period the owner will retain 50% of the rental payment. If a cancellation is requested less than 4 weeks before the rental period, no refund is made.
3. If it is possible to re-let the property after cancellation, full refund minus 20% administration fee will be made.
4. Any bank or PayPal charges are the responsibility of the guests.
5. If we cancel or amend your booking, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.
6. If you or any other person in the hire party falls ill whilst on holiday or for any reason has to return early, we cannot be responsible for any additional costs incurred, nor can any part of the charge be returned.

Your Rental

1. The rental period shall commence at 4.00pm on the first day and finish at 10.00am on the last day. The Owner shall not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated.
2. Bookings are from Saturday to Saturday unless alternative arrangements have been agreed.
3. The maximum number to reside at the "property" must not exceed 4 for The Cottage and 2 for The Wine Store (unless the Owner has given written permission).
4. The accommodation is strictly non- smoking. Any guests failing to comply with this request will be asked to leave and no refund will be given. Smoking is allowed in the garden. Please extinguish cigarettes in the receptacles provided and empty these at the end of your stay.
5. La Coyere is not equipped to take children under the age of 5. Therefore, only children above 5 years of age are accepted.
6. All bed linen is included in the cost of the rental; this includes a sheet, duvet, duvet cover, pillows and pillow cases for each bed. Towels (hand & bath towel) are also included. There are some cleaning materials (Dishwashing liquid/All purpose cleaner, sponges etc) are supplied in each gîte.

Your Responsibilities

1. You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, clean and in good condition (as found when you arrived). This includes cleaning the BBQ if it has been used. We reserve the right to charge for the disposal of any rubbish or waste that may be left in the properties.
2. All the accommodation is cleaned and checked before your arrival and we do expect you to leave the property as found. If your cottage needs additional cleaning after your departure, the cost of this will be deducted from your security deposit.
3. You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.
4. Please report all breakages. A charge is not always levied, but we'd rather hear from you than find out for ourselves after your departure. Arrangements for repair and or replacements will be made as soon as possible. Articles damaged or broken during your stay should be replaced on a like-for-like basis if possible. Please notify us or our caretakers of any damage or breakages however small so that we are aware and can replace them in time for the next guests.
5. You are responsible for the loss or damage to any items made available as part of the tenancy. If the cost of the repair or replacement exceeds the damage deposit paid, the guests remains liable for the difference between the security deposit and the total cost of repair.
6. You agree to take all necessary steps to safeguard your personal property. Guests' personal belongings (including motor vehicles) left in or around the property are entirely at guests' own risk, and no responsibility can be accepted for loss or damage thereto.
7. Use of the accommodation and all amenities is entirely at guests' own risk. No liability to you is accepted, except where the damage or loss is caused by our negligence.

Our Liabilities

1. We cannot be held responsible during the holiday rental period for:
 - a. Loss or theft of property belonging to the guests.
 - b. Death or injury to the guests.
 - c. Any impediment caused to full enjoyment of the property and facilities resulting from force majeure, storms, fire, accident, warfare, strikes, governmental or administrative decisions etc.

2. We shall not be liable to the client:
 - a. For any temporary defect or stoppage in the supply of public services to the “property”, nor in respect of any equipment, plant, machinery or appliance in the “property garden.
 - b. For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner.
 - c. For any loss, damage or inconvenience caused to or suffered by the Client if the “property” shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.

Swimming Pool & Grounds

1. The swimming pool, which is shared between the two gites, is not open all year round. If your rental period is outside April to September, please check with us that the pool is open, filled and ready for use. We cannot be responsible for low water temperatures at any period.
2. Swimming pool opening hours for Clients are from 10.00am to 20.00pm (or sunset) daily. This may be longer when the weather is very warm in the summer.
3. Please note that swimming pools carry dangerous risks. Upon arrival at the property you and all members of your party must take time to familiarize yourselves with the location of the swimming pool. Pool safety is of the utmost importance.
4. When using the swimming pool, make sure
 - a. Access gate is closed & bolted
 - b. Pool alarm system is not switched off
 - c. No glassware is taken into the pool area (damage to pool liner)
 - d. No member of your party dives into the water from the deck area
 - e. All children under 16 years of age must be accompanied by a responsible adult.
 - f. No inflatable dinghies or lilos may be used in the pool.
5. We reserve the right to temporarily suspend usage of the pool for essential or emergency maintenance.
6. Young children (under 12 years or age) must not be allowed to wander unaccompanied in the grounds of the property.

Insurance

The Client is strongly advised to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings, public liability, personal accident insurance, etc. Since this is not covered by the Owner's insurance and the Client agrees not to pursue any claim whatsoever against the Owner for any events that may occur. A 'European Health Insurance Card' (E111 replacement) (which you can apply for using EHIC online, by phone or via the Post Office) is recommended for French health service cover.

Internet

1. Internet Fair Usage Policy. Our free internet service is intended for email, instant messaging, browsing the internet and using apps. All guests are asked to restrict their usage to the fair usage policy. Streaming, peer to peer and other applications consume large amounts of bandwidth and data usage are restricted.
2. All guests agree to undertake to us that they will use the services responsibly and that they will behave in a lawful, honest and proper manner when accessing the services. Without prejudice to any other provision of this agreement, we may terminate your use of the service at any time without notice if we become aware of any behaviour that has a negative effect on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation.
3. Guests may not use the service for any illegal purpose (including but not limited to breaching any intellectual property or computer misuse legislation and downloading or uploading any illegal material); send any unsolicited commercial email (or "spam") or any activity relating to it; carry out any "hacking" activities such as attempting to access systems without authorization or carry out denial of service attacks.
4. Guests should also ensure that they have up to date anti-virus software and perform regular virus scans. Children using the Internet should be supervised by an adult.

5. We will use our reasonable endeavour to ensure that you are provided with a free, uninterrupted service 24 hours a day. We will not be liable however, for any reason, if the service is not available at any time for any period, nor for any loss of data or damage to the equipment you suffer as a result of using our service. We may suspend access at any time and for any reason, including routine or emergency maintenance of the servers. For this reason we strongly recommend that you regularly save any work you are doing whilst using the service.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.

Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 14 days of the end of it.

Information

1. We 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 we reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice.
2. If we become aware of material changes after your booking has been confirmed, we will advise you before your arrival.

Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

Data Protection

- a. In accordance with the 1988 data Protection Act we will ensure that:
- b. The collation of personal information is fair and lawful.
- c. We take responsibility for all personal information held and used and that appropriate security measures are in place to protect this information.
- d. We request full details of all party members on our booking form as a safety measure whilst you are on vacation.
- e. Please let us know if you would like your personal details to be removed from our database, after your holiday. We may use this information to update you on details of La Coyere Gites.

Notes

The property is serviced by a septic tank. It is important that no sanitary or baby items are flushed down the toilets and only French toilet paper is used (English toilet paper is apparently indigestible to the septic tank flora!) Only toilet cleaners suitable for septic tanks may be used. However, we will supply toilet tissue and cleaner for you during your stay.