



# BOOKING CONDITIONS

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## 1. GENERAL

L'e Marquis Limited arranges holiday accommodation as agent for the local property managers or for the owners of the accommodation ("the Property Owner") featured on our website. Your contract is with the Property Owner.

## 2. FORMATION OF CONTRACT

- 2.1 Before making a booking, you must contact us to obtain confirmation that your chosen property is available for the dates required. You must send us a completed and signed Booking Form and payment of a non-refundable deposit of 30% of the property rental (in some cases the deposit required may differ: this information is on the property description and you will be notified at the time of booking). A binding contract between the person who has signed the Booking Form and the Property Owner will be made when we issue a confirmation invoice as agent for the Property Owner. You are responsible for payment of the price of the holiday and the compliance of members of your party with these conditions.
- 2.2 Bookings cannot be accepted from persons under 18 years of age at the time of booking. We reserve the right to refuse a booking without giving any reason.

## 3. PAYMENT

- 3.1 The balance must be paid no later than nine weeks before departure. Failure to pay the balance on time will constitute cancellation and cancellation charges will become payable in accordance with paragraph 6. Some properties may have different arrangements for payment of the balance which will be explained at the time of booking.
- 3.2 If you book a holiday less than nine weeks before departure, the fully holiday charge is payable at the time of booking.
- 3.3 Receipt and banking of any deposit shall not constitute acceptance of any booking: a binding contract exists when we issue a confirmation invoice.
- 3.4 Except where otherwise advised, all monies you pay to us for arrangements will be held on behalf of the Supplier(s) concerned. We will keep your monies in a separate account until the supplier is paid.

## 4. THE PRICE

- 4.1 The prices are given in euros and the rental period is weekly, unless otherwise stated. All prices are subject to reconfirmation at time of booking.
- 4.2 Some property owners will only accept bookings for a minimum of two weeks. In some cases, one week rentals will be subject to a one week supplement of 15% of the price stated on the website. Some owners may accept bookings for less than a week.
- 4.3 Properties are let fully furnished and equipped. The price for all properties includes linen, final cleaning services and staff as indicated in the property description. The website states the additional facilities and services available at individual properties.

## 5. SECURITY AND TELEPHONE DEPOSITS

Some properties require the payment of a Security Deposit to cover the cost of any damage or breakages to the property or its contents. This is either charged in advance by L'e Marquis and held in a separate account, or it is charged on arrival by the owner or local agent. If it is charged in advance, please send a separate payment to us or authorize us, in writing, to charge your credit card. This amount, less any applicable claims, will be returned to you as soon as possible after your return from holiday. If you pay by credit card, this amount will be refunded to your credit card.

## 6. ALTERATIONS OF CANCELLATION BY US

- 6.1 In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified in the holiday confirmation, we will inform you as soon as possible and, if requested, we will try to arrange alternative holiday accommodation of a similar type and standard and in a similar location as that originally requested.
- 6.2 If the alternative holiday accommodation is not acceptable, we will refund in full all monies paid and shall be under no other liability.

## 7. CANCELLATION BY YOU

- 7.1 Any cancellation by you (for whatever reason) must be in writing addressed to us by post, fax or e-mail. The effective date of cancellation is the date on which written notification is received by us.
- 7.2 If you cancel nine weeks or more before departure you will lose your deposit.
- 7.3 If you cancel within nine weeks of departure or if the booking is cancelled by us due to non-payment, we shall be entitled to the full holiday cost from you.

## 8. AMENDMENTS BY YOU

Upon receipt of your booking confirmation invoice, please check the details to make sure they are correct. If, after your booking has been accepted, you require us to amend it in any way, or to re-invoice you, we reserve the right to charge an amendment fee. We reserve the right to treat a change of property and/or holiday dates as a cancellation of one holiday and the booking of another.

## 9. INFORMATION

- 9.1 While we make every effort to ensure that descriptions supplied by the Property Owners are accurately reproduced, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and the actual property may arise.
- 9.2 Property Owners reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, Property Owners reserve the right to alter furniture, fittings, amenities, facilities or any activities, either advertised or previously available, without prior notice.
- 9.3 If material changes occur after your booking has been confirmed we will advise you, if there is time, before departure.
- 9.4 Distances, pool sizes, house sizes, garden sizes and bed sizes are all approximate: they are given in good faith, but we will not be held responsible for any inaccuracies in these measurements.

## 10. NUMBER OF PEOPLE USING THE HOLIDAY ACCOMMODATION

Only those persons named on the booking form may use the property without prior arrangement. The number of people staying at the property must not exceed the number of sleeping places indicated in the property description except in the case of infants under two years. Some properties will limit the number of infants. In the event that the maximum number is exceeded without prior arrangement, the Property Owner reserves the right to refuse or revoke the booking at their sole discretion.

## 11. ACCESS

The Property Owner or his/her representative shall be allowed free access to the holiday accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance.

## 12. ARRIVAL AND DEPARTURE

You must arrive between 4 p.m. and 7 p.m. on the holiday start date, and the accommodation must be vacated by 10 a.m. on the last day unless otherwise agreed in advance. If these times are difficult, please advise us at the time of booking. If your arrival is delayed you must inform the Property Owner, or Local Manager, so that suitable arrangements can be made for entry to the accommodation.

## 13. PETS AND SMOKING

Pets are not allowed without prior written permission of the Property Owner. You may be asked for an additional Security Deposit. All of the properties that we advertise are non smoking, so please do not smoke inside the property during your stay.

## 14. YOUR RESPONSIBILITIES

You must keep the holiday accommodation and all furniture, fittings, effects, facilities and equipment in the same state of repair and condition as at the commencement of the holiday, and leave the holiday accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation, and will be responsible to paying appropriate compensation to the Property Owner direct or to us as agent in the event of breakages or damage.

## 15. COMPLAINTS

In the unlikely event that you are disappointed with the accommodation, you must first contact the Property Owner or local representative who will try to solve the problem. Where this is not possible, you should contact us. If after that, you still feel that the problem has not been resolved to your reasonable satisfaction, you should within 7 days of returning from your holiday, put your comments in writing to us and we will forward them to the Property Owner. If you vacate the property before the end of the rental period without our authorization, you shall lose any rights to compensation.

## 16. LIABILITY OF US AND THE PROPERTY OWNER

- 16.1 Neither we (as agent for the Property Owner) nor the Property Owner shall be responsible for the death of or personal injury of you or any person named on the Booking Form or other person at the property, unless this results from the proven negligence of the owner, ourselves, or our employees.
- 16.2 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control, including though not limited to, act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case, we shall be entitled to treat the contract as discharged.
- 16.3 In the event of such discharge, our liability shall be limited to the return of the sums paid to us in respect of the (unused) portion of the holiday calculated on a pro rata daily basis.
- 16.4 We cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems etc. nor for failure of public utilities such as water, gas and electricity.
- 16.5 Neither we nor the Property Owner is responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control.

## 17. CLEANING

The property will be clean throughout at the beginning of the rental period and you must leave it clean at the end of the period.

## 18. BEHAVIOUR

The person signing the contract is responsible for the correct and decent behaviour of his party. Should you and your party not behave in such a manner of the keyholder may at his absolute discretion ask you and your party to vacate the property without a refund of the price.

## 19. STAFF

The services of some staff are included at many of the properties. At some this is payable locally. Additional maids and cooks are usually available at extra charge, although such services cannot be guaranteed. Please give us as much notice as possible and we shall try to assist. We accept no responsibility for additional staff or services. Any other arrangements you make with your staff or any other person or company providing services whilst you are staying at the property are between you and the staff and we accept no responsibility for these services provided and the terms on which they are provided.

## 20. LINEN

Linen is included in all our properties but in some cases it may be advisable to take beachtowels and cot linen. Linen is normally changed once per week.

## 21. HEATING OR AIRCONDITIONING

If available, this is normally an additional charge and payable locally.

## 22. SWIMMING POOLS

In Europe, swimming pools are usually closed during the winter months. If your rental falls outside the period 1st June to 30th September, please check with us that the pool is open. If pool heating is required and available, this is normally at an additional charge and payable locally.

## 23. PHOTOGRAPHY

Photographs taken at our properties cannot be used or sold for profit without authorization from L'e Marquis Limited.

## 24. SOCIAL EVENTS AND OTHER FUNCTIONS

It is the policy of ourselves and the Property Owners we represent not to allow social events and other functions (e.g. weddings, receptions, large cocktail parties) on the property without prior agreement at the discretion of ourselves or the owner. Permission will be required for any event to be attended by more than twice the number of people the property is advertised as accommodating (including the holiday party itself). If permission is granted, an additional fee may be charged.

## 25. SECURITY AND VALUABLES

Any valuable left at the property are left at your own risk. Neither L'e Marquis, nor the Property Owner nor our agents are responsible for their loss. As with all rental properties in prime locations, there may be a risk of burglary. Where provided, burglar alarms must be activated, safes used and proper care taken against theft and burglary. We accept no responsibility for any loss, damage or consequential losses due to theft or any other security related incident howsoever caused.

## 26. INSURANCE

It is a condition of booking that your party is covered by comprehensive travel insurance either by purchasing our insurance, or another policy offering the same or greater protection. This policy must include personal liability and cancellation cover. Your signature on the booking form confirms that you are covered by such insurance.

## 27. LOW SLUNG CARS

People intending to take a sports or low slung car on holiday are advised to check whether the access to the property allows for such a car.

## 28. AVAILABILITY CHARTS

The Availability Charts are updated regularly, but are for guideline purposes only, as the booking situation changes all the time. Please do not commit to travel arrangements till we have re-confirmed availability of a particular property.

## 29. LAW

All contractual obligations arising out of these booking conditions shall be deemed to come into existence in London, and be subject to English law and the exclusive jurisdiction of the English courts.