

Kingfisher Holidays Booking Form

Kingfisher Leisure Marketing Ltd., BP 33, 47140 Penne D 'Agenais, Lot et Garonne, France
Tel: 0033 5 53 40 71 13 Fax: 0033 5 53 40 74 71

PLEASE NOTE: KINGFISHER ACTS ONLY AS A BOOKING AGENT, YOUR PROPERTY CONTRACT IS BETWEEN YOU & THE OWNER.

Please complete this form and send with a deposit of 25% (100% if within 8 weeks of start of your holiday) payable to **Kingfisher Leisure Marketing Ltd** to the above address. Payment can also be made by bank transfer, details will be given to you.

PLEASE USE EUROPEAN STAMP AND AIRMAIL STICKER TO AVOID LONG DELAYS.

All correspondence will be sent to: (Block capitals please)
(The person signing this form takes responsibility for the party and this booking)

Name.....

Home Tel: Office Tel:

Address.....

.....Post Code.....

Mobile Phone:.....

E-mail:.....

Please give all names in your party and indicate couples re use of Bedrooms:

Name	Age if under 16	Name	Age if under 16
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

Please reserve:

House Name.....

Property Ref No.....

Dates:

From.....to.....

Special Requirements, if available:

Linen hire, cot, high chair.....

How did you hear of Kingfisher Holidays?.....

I/we enclose a deposit of being 25% of the rental, and understand that the balance and security deposit is payable 8 weeks before the commencement of the tenancy. By signing this booking form, I/we warrant that I/we have read, understood and accepted the Booking Conditions, which are part of my/our Contract

Name.....Signature.....Date.....

BOOKING CONDITIONS

FORCE MAJEURE : Except where otherwise expressly stated in these booking conditions, neither the Owner nor Kingfisher can accept any liability where the performance or prompt performance of the Owner's or Kingfisher's contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these Booking Conditions, "force majeure" means any event which the Owner or Kingfisher could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire & all similar events outside our control.

'A' below forms the basis of your contract with Kingfisher Leisure Marketing Ltd /as Kingfisher, of BP 33, 47140 Penne D 'Agenais, Lot et Garonne, France.

A. Kingfisher ("we" or "us") and the tenant ("you" or "your"). We act only as an agent in respect of all bookings taken/made on your behalf. We produce a Brochure and Website offering holiday properties to let on behalf of Owners of individual properties. We inform prospective tenants of availability of such properties and handle the administration of lettings we introduce to Owners. The terms and conditions under which the Owners let their properties are set out in B below. We are responsible for informing the Owner (or the property Manager appointed by the owner) of the details of your booking. We, on behalf of the Owner, will confirm your booking on receipt of your completed Booking Form and 25% deposit, invoice you for the balance of the rental, Security Deposit and agreed extras, receive from you the monies due in respect of your rental, pay your rental (net of commission due to us) to the Owner, inform you of directions to the property and how to gain access and, normally within 14 days of the end of your rental, return to you all or any balance of the Security Deposit due after any deduction required by the Owner as set out below. We will not be liable to you should the Owner fail to meet the obligations to you as set out in the Owner's Terms and Conditions (see B below) but will handle the consequent correspondence on behalf of the Owner. We accept no liability in relation to the contract below that you enter into with the Owner for the rental and use of the property nor for the acts or omissions of any Owner(s) or of other person(s) or other party(ies) connected with your use of the property. In addition to the following Owner's Booking Conditions (see B below), the Owner of your confirmed property may impose additional terms and conditions. Copies of these conditions (if any), which may also limit and/or exclude the Owner's liability to you, are available on request from us. In case of complaints, if the problem cannot be resolved as set out in 'B' below, you must notify us. We will do our best to facilitate a speedy and mutually satisfactory resolution. However, as we act as agent only, we cannot accept any responsibility for complaints or problems you may have, connected to or arising out of the condition of the property or your use of it. If you have any complaints concerning any services we provide, you must inform us straight away in writing and in any event within 28 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to have been at fault in relation to any service we provide (as opposed to any service provided by any third party such as an Owner for whom we are not responsible) is limited to the rental cost of the holiday of the person(s) affected in relation to the booking in question. **Please note, changes and errors occasionally occur. At the time of booking & on receipt of your confirmation, invoice and directions to the property, you must check all the details of your chosen holiday.**

The following conditions (B) below form the basis of your contract with the Owner of your chosen property. B. The Property Owner ("Owner" or 'we' or 'us') and the tenant ("you" or "your"). The Owner hereby agrees to let the property to you as agreed through Kingfisher on the following terms and conditions:

- 1. ARRIVAL/DEPARTURE TIMES** Unless stated, only Saturday to Saturday bookings are accepted. You must ensure that you do not arrive at the property until after 4pm on the day of arrival and you must depart before 10am on the day of departure.
- 2. CLEANING** You must leave the property in the same state of cleanliness as you found it on arrival. You must also remove all rubbish and rubbish sacks from the property regularly throughout your stay and on departure. If you fail to do so, Kingfisher will, on behalf of the Owner, deduct a charge from your security deposit for any necessary additional cleaning and rubbish removal (see clause 4 below) at the rates of 20 Euros per hour if not arranged in advance + €15 Euros per sack or similar of rubbish disposal. If you give sufficient notice in advance (usually no later than 7 days before your departure from the property) additional final cleaning by the Owner or property Manager (where applicable) can usually be arranged at a rate per hour agreed with and payable direct to the Owner (or Manager).
- 3. COMPLAINTS** If you have any complaints concerning the property or your holiday, you must inform the Owner or Manager immediately (within 24 hours) allowing the complaint to be corrected at the earliest opportunity and in any event in writing within 28 days of the end of any arrangements booked through Kingfisher. Regrettably no liability can be accepted if the Owner, or Manager are not so notified.
- 4. DAMAGE** You will be required to pay a security deposit at the same time as the balance of the Rental is due. This is refundable in whole or in part (normally within 14 days after the property has been checked). All breakages, losses or damage and extra costs or charges will be deducted from the security deposit. Should the security deposit be insufficient to meet such costs or liabilities, an additional amount is payable by the person signing the booking form. The Owner, or Kingfisher on the Owner's behalf, reserve the right to pursue you for such amounts.
- 5. INSURANCE AND TRAVEL DOCUMENTS** You must arrange full travel/holiday Insurance including cover for cancellations, accidents & ill-health. Where relevant, you should bring a valid EHIC (European Health Insurance Card) - the relevant form can be obtained from UK Post Offices and posted to the address on that form. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday. It is your responsibility to ensure you carry the correct documentation and comply with any applicable passport, health and visa requirements for your holiday. Requirements may change and you are therefore strongly recommended to check the up to date position with the Passport Office, appropriate embassy or consulate as applicable, in good time before departure.
- 6. HOW TO BOOK** You must send Kingfisher a completed Booking Form together with a deposit of 25% of the Rental cost or 100% if booking within 8 weeks of the start of your arrival date at the property. Subject to availability, Kingfisher will then, on our behalf, confirm your booking to you. Kingfisher will also issue our Final Invoice on our behalf. This will show the balance, which is payable in cleared funds 8 weeks before your holiday starts. If Kingfisher do not receive all amounts due in full and on time, we, or Kingfisher on our behalf, have the right to treat your booking as cancelled by you. In this case, all monies (excluding any security deposit) paid and/or due at that time will be retained by/must be paid to us. We may however refund such monies if an alternative letting is achieved for the property, taking account of any loss incurred.
- 7. PRICES** Rental prices may increase/decrease at any time (updated on Kingfisher's Website) but not after your booking has been confirmed. Prices are shown on each property page (please check carefully) and are payable in the currency shown. Credit cards are NOT accepted. Payments (by cheque, cash or bank transfer) accepted in other currency are converted at the rate of exchange at the date that Kingfisher's bank converts the payment and any currency variation plus any additional bank charges or costs will be adjusted in the security deposit returned. Prices include gas, electricity and water, the use of the property and contents, its swimming pool and grounds. Heating, (extra oil, gas, electricity and wood) will be charged extra as appropriate. Telephones may be available and if so often on a restricted service for local outgoing, and incoming calls. You can buy or use a suitable charge card for other calls. Mobile phones are unreliable in the region. Internet & e-mail access via the telephone is not available unless possible & agreed in advance with the Owner via Kingfisher. Please note, changes & errors occasionally occur. At the time of booking & on receipt of your confirmation, invoice and directions to the property, you must check all the details of your chosen holiday.
- 8. CANCELLATION** by the Owner Should the Owner have to make a significant change to or cancel your holiday for any reason, you have the option of accepting the change, or booking an alternative property (if available) with you paying or receiving any difference in price, or cancelling your booking and receiving a full refund of all monies paid. Cancellation by you. If you cancel your booking within 12 weeks of your holiday, a cancellation charge of 100% (if more than 12 weeks 25%) of the total Rental cost will be payable by you. However, should Kingfisher or the Owner manage to re-let the Property for the same period you had booked, the Owner will refund all monies you have paid except that the Owner shall be entitled to retain from the monies you have paid (or pursue you for if you have not yet paid) the difference between the amount received from the new tenant (if less than that paid or payable by you) and the amount payable by you for the original booking.
- 9. LINEN HIRE** In many properties linen can be hired in advance at £10 Sterling per person. Linen will not be changed during a letting and includes sheets, duvet covers (if duvets supplied), pillow cases, bath towels, hand towels, bath mat & kitchen towel. Swimming towels and Cot linen (the latter for legal reasons) are NOT supplied in any house. Pillows, duvets or blankets are supplied.
- 10. SWIMMING POOLS** Swimming pools will normally be available in mid, high and peak seasons. However this cannot be guaranteed. Please ask, when booking, for details. Diving is not permitted. French law requires pool safety measures but specifically states that parents/adults are primarily responsible for the safety of children and does not negate parental responsibility. It is hereby agreed that children will be supervised by responsible adults at all times particularly whilst children are in or near Swimming Pools. Tenants must not override pool safety measures, inter alia Alarms must not be switched off and Gates into the pool area must remain shut preventing unsupervised access by children.
- 11. LOCAL CONDITIONS** The properties are rural country properties. Tenants must expect the presence of animals, birds, insects and suchlike. In certain weather conditions/seasons these may be heard or seen in the house. There is little that can be done during the letting season to resolve such nuisance/inconvenience and must be accepted by tenants as an inherent part of rural life.
- 12. RIGHT OF ENTRY** The Owner or Manager reserves the right to enter the property at reasonable times to carry out both emergency repairs and normal maintenance including gardening, work to swimming pools etc.
- 13. BEHAVIOUR** The Owner reserves the right to take any appropriate action, including immediate termination of the tenancy (when no refunds will be made and the Owner will have no further liability to you) if any property including the pool and its grounds are abused or misused or if the number of persons staying at the property exceeds the number stated on your booking form. A new law requires pool safety measures but specifically states that parents are primarily responsible for the safety of children and does not negate parental responsibility. Gates into the pool area must remain shut so that young children cannot gain unsupervised access. Parking caravans or pitching tents is not permitted. Damage to the property or linings of swimming pools as a result of the fault or abuse (wilful, negligent or otherwise) of the tenants will be fully charged including cost of replacing a liner and consequential loss re future lettings. Tenants must not touch or interfere with any pool equipment or materials or similar equipment. Tenants are expected to behave in a circumspect manner at all times & to abide by any house rules.