

# CONTRACT OF HIRE – terms and conditions

## Preliminary Definitions:

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

The “Owner” is Mrs Gail Parada

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

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) 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 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).

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 euros 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 all waste 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 euros must be paid 2 months before your arrival. In case of cancellation, the deposit of 400 pounds subject to return 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. The Owner will not send reminders, it is the obligation of the Hirer(s) to supervise the schedule of payments under the contract.

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.

Please sign this page after reading the Booking Conditions -----

*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.*

# BOOKING FORM

Mrs Gail Parada  
44 Gilmore Place  
Edinburgh  
EH3 9NQ  
0131 629 6267

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 Euros deposit pounds deposit

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):

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Principal hirer(s) address:

Name

Address

Telephones  
while travelling

(mobile)

Fax

E-mail

Principal hirer's signature:

Date