

GENERAL TERMS AND CONDITIONS 2009
for furnished holiday property rentals

DEFINITIONS

«**OWNER**» shall hereinafter refer to the owner of the property to be rented or the owners' nominated caretaker/guardian.

«**TENANT** » shall hereinafter refer to the party or parties renting a holiday rental property or to any person or persons invited by the TENANT to stay in or use the facilities of the rented property

«**COMPANY** » shall hereinafter refer to Poppies Holidays Limited a company registered at Southfield House, 2 Southfield Road, Westbury-on-Trym, Bristol BS9 3BH, England and/or it's local representative

«**PROPERTY** » shall hereinafter refer to the holiday rental property.

«**INVENTORY** » shall include all furnishings & equipments contained within the property and shall state those items for the use of the tenant and those which are not.

«**MANDATE** » shall hereinafter refer to the agreement signed between the OWNER and the COMPANY

«**RENTAL AGREEMENT** » shall hereinafter refer to the agreement signed between the TENANT and the OWNER

The COMPANY offers holiday rental properties for and on behalf of the OWNER. The contract is deemed to be concluded between the OWNER and the TENANT with the COMPANY acting solely as an intermediary.

OWNER OBLIGATIONS

1. **The OWNER** has authorized the COMPANY to act on their behalf to negotiate and conclude holiday rental contracts. The OWNER undertakes to provide a rental property conforming to the MANDATE. The OWNER shall be responsible for cleaning and maintaining the PROPERTY, including the pool (if applicable), gardens and all other outside areas. In the event of failure on the part of the OWNER to so maintain the PROPERTY, the COMPANY shall reserve the right to act for and on behalf of the OWNER to carry out any such maintenance as may be required. Any such service shall be invoiced in accordance to the applicable COMPANY's list of charges.

The OWNER shall ensure that the PROPERTY is for the sole and exclusive use of the TENANT during the validity of the RENTAL AGREEMENT. No person or persons shall live on the PROPERTY during the validity of the agreement in such a way as to disturb the TENANT. The OWNER agrees to an annual inspection of the PROPERTY by a representative of the COMPANY. The OWNER confirms holding a multi-risk insurance covering the PROPERTY.

The OWNER shall inform the COMPANY of any bookings in respect of the PROPERTY other than those obtained through the COMPANY.

In the event of a TENANT wishing to negotiate a further RENTAL AGREEMENT or an extension to an existing RENTAL AGREEMENT, the OWNER shall conclude such agreement through the COMPANY.

1.1 **PROPERTY.** The Information provided by the COMPANY in respect of the PROPERTY is an exact transcript of the details provided by the OWNER. An inventory to be provided and available in both English and French. The OWNER further undertakes to keep this up-dated, and advise the COMPANY in writing of any such update a minimum of 2 weeks prior to the arrival of any TENANT. The OWNER further certifies that the PROPERTY will be fully functional and clean upon arrival of the TENANT. The COMPANY holds itself blameless in the event of any unforeseen eventuality beyond the control of the COMPANY causing inconvenience to the TENANT.

If the information provided at the time of booking, shall be found to be substantially incorrect resulting in the TENANT being unable to occupy the PROPERTY, any advanced payments received by the OWNER shall be reimbursed in full.

1.2 **Furnishings/Equipment.** All furniture and equipment listed in the Inventory and designated for the TENANTS' use must be at the TENANTS' disposal. All personal items, including but not limited to toiletries, clothes, personal papers etc, solely for the use of the OWNER shall be removed or locked away. A folder including instructions for the operation of any equipment and machinery to be made available in the PROPERTY. A folder with local tourist information is advisable including activities, restaurants, walks, cultural outings etc. this folder should also include a list of useful telephone numbers.

1.3 **The Kitchen.** The OWNER undertakes to provide full matching and intact sets of crockery, cutlery, glasses, cups, serving dishes, bowls, cooking utensils etc. In kitchens equipped with gas bottle cookers, these bottles must be full at the start of each season and replaced during the rental period by the OWNER as and when needed. Cleaning products must be supplied for the kitchen including but not limited to washing liquid, sponges, floor cloths etc.

1.4 **Bedrooms** must have adequate cupboards or hanging space. The OWNER to ensure that mattresses are firm and clean. Bed linens to be clean, un-stained and not torn. Spare and/or folding beds are not considered proper sleeping arrangements.

If linens not included in the RENTAL AGREEMENT, these must be available for rent and must include per person: bed linens, pillow cases, duvet & cover or blanket, a large and small towel (swimming pool towel if applicable).

1.5 **WCs and Bathrooms** must be free of the OWNER's personal affects. To be supplied with toilet paper, liquid soap and cleaning products.

1.6 **Outside Areas, Gardens, Pools.** The OWNER declares the swimming pool is maintained in accordance with current local security legislation. The OWNER may, at his discretion request that the TENANT sign a "pool responsibility disclaimer" upon arrival. The maintenance of all outside areas, watering of indoor and outdoor plants and pool cleaning remains the exclusive responsibility of the OWNER. The OWNER will agree with the TENANT mutually convenient times for carrying out the maintenance.

1.7 **Reception.** TENANT arrival time is generally but not limited to the hours of 15h00 to 19h00. The OWNER will receive the TENANT at the PROPERTY to complete the arrival formalities. The OWNER to ensure the TENANT receives adequate information/instructions to allow the correct functioning of the equipment and machinery at their disposal.

1.7.1 Arrival Formalities

be present at the PROPERTY to receive the TENANT * show the TENANT through the PROPERTY * explain functioning of machinery/equipment * TENANT's signature on PROPERTY inventory * ensure TENANT's signature of pool disclaimer * arrange maintenance visiting times * hand over keys to TENANT.

1.8 Departure. Check-out time is 10h00 unless otherwise agreed with the OWNER. The OWNER to be present at the PROPERTY at the pre-arranged time for the departure formalities, for which the OWNER is solely responsible.

1.8.1 Departure Formalities

be present at the PROPERTY for the TENANT's departure * check through the PROPERTY with the TENANT * ensure TENANT's signature on Inventory * ensure all PROPERTY keys are returned * return security deposit to TENANT unless otherwise agreed

1.9 Rates. The weekly rental rate shall be determined at the signing of the MANDATE. No modifications can be made after the signing of this MANDATE for a period of 12 months, unless otherwise agreed. The basic rental excludes additional charges such as heating, linen changes etc, which may be agreed with the TENANT. The OWNER to be responsible for agreeing with the TENANT, a fixed rate or other, for heating charges.

1.10 Insurance. The OWNER declares holding a multi-risk insurance policy covering the PROPERTY. The OWNER holds the COMPANY blameless in the event of an accident, injury, loss, theft etc

1.11 Cancellation. In the case of cancellation of the RENTAL AGREEMENT by the OWNER less than 6 weeks prior to the commencement date, the OWNER will pay to the TENANT 150% of all monies received from the TENANT. In the case of cancellation by the OWNER in the event of a « force majeure », the OWNER shall be liable to reimburse to the TENANT all monies received in respect of the rental.

1.12 Booking Deposit. On receipt of the booking deposit the COMPANY will advise the OWNER of the booking and forward the TENANT's deposit as specified in the MANDATE.

1.13 Balance of the total basic rental is payable by the TENANT to the OWNER in accordance with the terms of the MANDATE and/or RENTAL AGREEMENT unless otherwise agreed.

1.14 Security Deposit. The amount of the security deposit, payable by the TENANT to the OWNER, shall be as stipulated in both the MANDATE and RENTAL AGREEMENT. It is the OWNER's responsibility to accept the security deposit and retain this until the TENANT's departure. The OWNER shall return in whole or in part, the security deposit to the TENANT either at departure or within 15 days thereafter.

1.15 Additional Charges. The OWNER shall be responsible to collect all payments due by the TENANT for such services as final cleaning, heating etc from the TENANT.

1.16 Bank Charges. The TENANT shall be liable for all bank charges. The COMPANY will forward to the OWNER such deposit monies as received, less any bank charges.

TENANT OBLIGATIONS

2. Properties on the COMPANY websites have been subject to inspection by the COMPANY. The TENANT confirms having read and understood the PROPERTY description. The TENANT understands that the rental properties are private homes, and will respect them as such. Exceptional events such as marriages in the PROPERTY will be conditional upon specific approval by the OWNER. It is forbidden to have or erect temporary housing such as but not limited to tents on the PROPERTY. In the event of breach of this clause the OWNER shall have the right to terminate the RENTAL AGREEMENT and a proportional compensation may be claimed and deducted from the security deposit.

If requested by the OWNER, the TENANT agrees to sign the PROPERTY INVENTORY on arrival and/or departure.

The TENANT must refrain from discarding anything into sinks, hand-basins, bidets or toilets which could obstruct or damage the plumbing or a septic tank. Failure to comply leaves the TENANT liable for all costs incurred for repairing these installations.

The TENANT may not, other than by agreement with the OWNER, continue to occupy the premises after the expiry of the RENTAL AGREEMENT. The TENANT may not transfer the RENTAL AGREEMENT to a third party.

2.1 Rental Agreement. The RENTAL AGREEMENT is concluded between the OWNER and the TENANT. The RENTAL AGREEMENT shall include the following: RENTAL AGREEMENT * illustrated description of PROPERTY as per www.2poppies.com * general terms & conditions 2009 * PROPERTY inventory * access instructions

2.2 Arrival. The check-in time is from 15h00 and up to 19h00, unless otherwise agreed with the OWNER. The TENANT agrees to keep the OWNER informed as to the approximate arrival time. It is imperative to notify the OWNER as to the estimated time of arrival as OWNERS may have to travel considerable distance to meet the TENANT and cannot be expected to wait for an indeterminate period of time.

2.2.1 Late Arrival is considered to be an arrival after 19h00 and up until 22h00 unless previously agreed with the OWNER. Late arrivals are subject to an additional charge payable to the OWNER on arrival.

For arrivals after 22h00 without prior agreement with the OWNER, the TENANT's access to the PROPERTY may no longer be guaranteed. In such an event, the TENANT is liable to make alternative accommodation arrangements and contact the OWNER the following day to agree an arrival time at the PROPERTY. The COMPANY shall be held blameless should the TENANT not gain access to the PROPERTY on the day stipulated in the RENTAL AGREEMENT nor be liable for the costs of alternative accommodation incurred as a result of a late arrival.

N.B. It is essential that the TENANT be in contact with the OWNER on the telephone number given in the RENTAL AGREEMENT during the day of arrival to inform the OWNER of travel progress and any possible delays affecting the time of arrival. As indicated in the RENTAL AGREEMENT, the OWNER is under no obligation to wait beyond 19h00. Failing to communicate could result in access to the PROPERTY being refused until the following day. If the TENANT experiences difficulty contacting the OWNER, they should contact the COMPANY.

2.3 Property. The TENANT must, within 48 hours of taking possession of the PROPERTY inform the OWNER of any irregularities concerning the PROPERTY. Beyond this time, no claims will be considered. The number of persons to be accommodated in the PROPERTY shall not exceed the number agreed at the time of signing the RENTAL AGREEMENT unless otherwise agreed with the OWNER.

2.4 Outside Areas, Gardens, Pools. The TENANT will sign a Pool Responsibility Disclaimer on arrival (if applicable). It is the sole responsibility of the TENANT to take all necessary precautions when using the pool, in particular if holidaying with small children, for whom the TENANT assumes full responsibility. Use of the pool is the responsibility of neither the OWNER nor the COMPANY. The TENANT shall hold blameless the OWNER and the COMPANY in respect of an accident. The TENANT accepts that outside areas, gardens, plants (indoors & outdoors) and pools shall be maintained by the OWNER during the rental period and according to the times agreed with the OWNER.

Swimming pools cannot be emptied without the OWNER's consent. The chemical balance of the water in a pool can be altered during inclement weather and should this occur, the TENANT will inform the OWNER who shall make arrangements for its correction - this can take 2-3 days and neither the COMPANY nor the OWNER shall be held responsible for any inconveniences caused during this rectification period.

2.5 Cleaning. The OWNER will arrange for cleaning of the PROPERTY after the departure of the TENANT. The charge for the final cleaning is either included in the basic rental rate or payable to the OWNER in advance on arrival at the PROPERTY in accordance with the RENTAL AGREEMENT. If the TENANT requests the services of a cleaner this is a private arrangement between the TENANT and the cleaner and the OWNER and the COMPANY shall be held blameless in the event of any dispute between the cleaner and the TENANT.

2.6 Pets. The PROPERTY description states whether or not pets are permitted. Disregard of pets not being allowed can lead to access to the PROPERTY being refused.

2.7 Insurance. The TENANT's travel insurance should include a cancellation policy. The TENANT confirms holding a valid household & contents insurance policy covering the RENTAL AGREEMENT period.

2.8 Rate. The basic rental rate is exclusive of charges such as heating and/or additional services requested such as linen changes etc.

2.9 Check-Out. Check-out must be completed by 10h00 unless otherwise agreed with the OWNER. The PROPERTY must be returned in an acceptable state of cleanliness including but not limited to; dishes washed and put away, bed linens and towels assembled, barbecue ashes emptied, rubbish removed etc. The TENANT must, prior to leaving, return all furniture to its original place.

The TENANT assumes responsibility for all damage and/or loss caused or incurred to the PROPERTY and/or any items listed in the Inventory. The TENANT shall be held responsible for the cost of replacement or repair.

2.10 Cancellation. The TENANT may at any time, cancel his booking. Cancellation is subject to varying cancellation fees dependent on the date of cancellation. The scale of cancellation fees is given below :

More than 90 days prior to arrival*	25% cancellation fees
Between 90 - 30 days prior to arrival*	50% cancellation fees
Less than 30 days prior to arrival*	100% cancellation fees

*date according to RENTAL AGREEMENT. %s are of total basic rental rate

The TENANT to inform the OWNER and the COMPANY of the cancellation by fax. The date of receipt of the fax will determine the applicable cancellation fee. In the event no cancellation advice received, the TENANT shall be held liable for payment of the basic rent in its entirety. In the case of « force majeure » and the PROPERTY being rendered uninhabitable, the OWNER shall be liable to reimburse to the TENANT all monies received in respect of the rental. The TENANT would have no recourse against the OWNER or the COMPANY.

2.12 The Deposit is payable to the COMPANY in accordance with the RENTAL AGREEMENT.

2.13 The Balance. The payment conditions of the balance are in accordance with the terms as stated on the RENTAL AGREEMENT. Failure to make payment by due date as indicated on page 1 of the RENTAL AGREEMENT could lead to cancellation of the RENTAL AGREEMENT by the OWNER.

2.14 Security Deposit. The amount of the security deposit is indicated in the PROPERTY description and in the RENTAL AGREEMENT. The security deposit is paid by the TENANT to the OWNER upon arrival at the PROPERTY.

2.15 Additional Charges are payable in full to the OWNER in local currency on arrival at the PROPERTY.

2.16 Bank Charges. All bank charges shall be to the account of the TENANT.

OTHERS

3. Disturbances and Responsibilities. Neither the COMPANY nor the OWNER can be held liable for:

- interruptions in the supply of public services to the PROPERTY.
- noise, building works, various events (private or public) beyond the control of the OWNER.
- loss, damage or injury caused during inclement weather, riots, war, strikes or other situations outside of the control of the OWNER.
- any loss resulting from a deliberate act or shortcoming on behalf of the TENANT or caused directly or indirectly by the TENANT.
- loss caused by the 'care custody' or control of a pet or other losses

3.1 Photos. All photographs on the COMPANY websites shall remain the PROPERTY of the COMPANY and may not be used or sold without the written consent of the OWNER.

3.2 Others. Distances given in PROPERTY descriptions are for guidance purposes only. Maid service may be arranged on request at certain properties.

3.3 Dispute.

- In the event of a dispute between the TENANT and the OWNER, the court of jurisdiction shall be the tribunal of Nîmes.
- In the event of a dispute between the COMPANY and a third party relevant to the RENTAL AGREEMENT and/or MANDATE, the court of jurisdiction shall be in Bristol, United Kingdom.