

# SARL Chateau Feely Accommodation Booking Terms and Conditions

## The Wine Cottage – The Property

Please read these Booking Conditions carefully as they will form the contract between SARL Chateau Feely and the person named on your Booking Form and persons named as guests by you via email communication. Failure to notify us of all guests is a breach of these Booking Conditions.

In these Booking Conditions “you” and “yours” means all persons you notified to us as guests staying in the accommodation. “We” “us” “our” means SARL Chateau Feely, 326 Route du Pressoir, 24240 Saussignac, France.

### 1. THE PROPERTY

1.1. The Property known as ‘The Wine Cottage’, is offered for Rental, subject to confirmation by Caroline Feely, of SARL Chateau Feely.

### 2. HOW TO BOOK

2.1 Subject to availability, and on reception of your booking form, a provisional reservation will be made. The following must be sent to us within 2 days of receiving provisional confirmation and information on how to pay:

(a) The completed Booking Form via our online reservation system: The person who completes the online Booking Form is considered the party leader and certifies that he/she is authorised to agree the Booking Conditions on behalf of all guests in the party including those substituted or added at a later date by email and acknowledged by us. The person making the booking must be a member of the party occupying the Property and must be 18 years or over.

(b) The payments referred to in clause 3 below. Failure to meet this requirement will result in a cancellation of the provisional booking.

### 3. PAYMENT

3.1 For all Rentals a non-refundable deposit of 50% of the Rental price must be paid within 2 days of making your provisional reservation and receiving the confirmation of availability and payment options from us.

3.2 The balance must be paid not less than 2 months prior to your arrival at the Property.

3.3 Late payment of the balance will incur interest at a rate of 5% above the Bank of France base rate. If you do not pay the balance within 48 hours of our email follow up on the non-payment, we are entitled to treat your booking as cancelled. See Cancellation By You, clause 8.

3.4 Bookings taken within 2 months of your arrival must be paid in full.

### 4. CONTRACT

4.1 Once we have received your Booking Form and the appropriate deposit payment, we will confirm your booking by issuing a Confirmation email to the party leader. Contact us immediately if any information that

appears on the Confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

4.2 A binding contract between you and us will come into existence on receipt of your deposit payment and the Completed Booking Form.

## 5. RENTAL

5.1 The prices given are in euro and the Rental price you see is based on a nightly rate multiplied by the number of nights you have booked. We have a minimum stay of 3 nights in low season and of 7 nights Saturday to Saturday in peak season from end May to end September - unless otherwise stated.

5.2 The Property is let fully furnished and equipped. The Rental price includes linen and electricity.

5.3 We reserve the right to make changes to and correct errors in advertised prices at any time before your Rental deposit payment is made. We will advise you of any error of which we are aware of at the time of booking.

## 6. DAMAGES TO THE PROPERTY

6.1 In the event of any damages or breakages to, or at the Property, the cost of any damage caused by you will be charged to you. We are entitled to recover the costs of damages from you including legal costs. Some damages may not be immediately obvious to us upon your departure. We reserve the right to charge you for any damage to the Property noted within 24 hours of your departure.

## 7. ALTERATIONS OR CANCELLATION BY US

7.1 In the unlikely event of a significant change or cancellation of your booking by us, we will inform you as soon as possible. A refund of all monies paid by you will be given. The payment will be made within 48 hours of you providing bank details for the refund.

## 8. CANCELLATION BY YOU

8.1 Any cancellation by you (for whatever reason) must be in writing or email. The effective date of cancellation is the date we acknowledge the written notification received via registered post or via email.

8.2 If you cancel 2 months or more prior to your arrival at the Property you will lose your deposit subject to clause 8.4.

8.3 If you cancel less than 2 months before your arrival at the Property or the booking is cancelled due to your non-payment, SARL Chateau Feely shall be entitled to the full Rental price from you, subject to clause 8.4.

8.4 We will endeavour to obtain a replacement client. If a replacement is obtained, we will then refund monies paid by you, less any difference between the Rental price you paid for the Property and the Rental price paid by the replacement client; less any additional marketing expenditure that we incur.

8.5 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Claims must be made direct to the insurance company concerned and we will provide you with any required documentation that is reasonably requested by your insurer.

## 9. YOUR RESPONSIBILITIES

9.1 You must keep the Property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the Rental, and in the same state of cleanliness

and general order in which it was found. You will be responsible for the payment for any breakages, loss or damage to the Property caused by you. We require that you take out adequate insurance cover to cover these risks. SARL Chateau Feely reserves the right to charge you for extra cleaning, over the normal number of hours committed to departure cleaning, and to claim against you for damage or loss.

9.2 You must report to us, without delay, any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property, and arrangements for repair and/or replacement will be made as soon as practical taking into account the rural location of the Property and local working hours.

9.3 The parking of caravans and pitching of tents at the Property is strictly forbidden.

9.4 Smoking is strictly forbidden inside the Property.

9.5 The charging of Electric Vehicles or Hybrid Vehicles is possible at the price of cost + 25% but only with prior approval of the company and if you have a charge tracker.

9.6 Animals are not allowed unless specifically agreed by the company.

9.7 Nothing should be thrown into the toilet except standard toilet paper. The toilet/s empties into a septic tank system. Please do not flush feminine hygiene products or contraceptives down it. Misuse will cause blockages that are inconvenient and costly to rectify.

## 10. NUMBER OF PEOPLE USING THE PROPERTY

10.1 Only the number of persons notified to us by email may use the Property unless otherwise agreed with us. The maximum number of people, including infants allowed at the Property may not be exceeded. SARL Chateau Feely has the right to terminate the Rental without prior notice and without refund or compensation if the maximum number of people allowed at the Property is exceeded.

## 11. ACCESS

11.1 We are allowed access to inspect the Property prior to your departure. We also have a right to access the Property during your stay to carry out maintenance and cleaning.

## 12. BEHAVIOUR

12.1 The party leader and person submitting the Booking Form is responsible for the correct and decent behaviour of the party. Should any member of the party not behave in such a manner, we may use our absolute discretion to terminate the Rental of the person/s concerned. In this situation, the person/s concerned will be required to leave the accommodation within 3 hours. We will not have any further responsibility toward such person/s including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

## 14. LINEN

14.1 Linen is included in the Rental price of the Property.

## 15. SWIMMING POOL

15.1 The swimming pool is not open all year. If your Rental period is between October and April, please check with us that the pool is open, filled and ready for use. The pool is not heated. We cannot be responsible for low water temperatures at any time.

15.2 Swimming pools are inherently dangerous. You are required to comply with the Safety Procedures for the Swimming Pool by us and also by the French Government. A full version of Safety Procedures for the

Swimming Pool is available in the accommodation and must be read before use of the pool. By paying your deposit and booking with us you are confirming that you take full responsibility for the safe operation of the swimming pool and its environment. Failure to adhere to the Safety Procedures will result in the swimming pool being unavailable to your party.

15.3 Upon arrival at the Property you and all members of your party must take time to familiarise yourselves with the location, layout and depth of the swimming pool. Pool safety is of the utmost importance. Children must be supervised by an adult at all times. The pool gate must be kept closed at all times. Never swim alone. No running by the pool. Diving is strictly forbidden. Keep a phone near you when you are at the pool - in case of emergency (The universal French emergency number is 112). You and your party agree to take full responsibility for the safety of all members of your party in and around the swimming pool.

15.5 Glass or china must not be taken to or used in the pool area. Should any glass or china fall into the pool, we may need to empty, clean and re-fill the pool. This can take a number of weeks. Any costs related to this including compensation to future guests will be charged against you as stated in clause 6.1. If any damage is made to the liner, then we may need to empty, clean and re-fill the pool. This can take a number of weeks. Any costs related to this including compensation to future guests will be charged against you.

## 16. PLAY EQUIPMENT AND GROUNDS

16.1 As part of these Booking Conditions you agree to take full responsibility for the safe operation of the play equipment at the Property. Use of play equipment is entirely at your own risk.

16.2 Upon arrival at the Property you and all members of your party must take time to familiarise yourselves with the location, layout and nature of the play equipment.

16.3 Young children must not be allowed to wander unaccompanied in the grounds of the Property or use any of the play equipment without being supervised by an adult at all times.

16.4 SARL Chateau Feely is a working farm, and all children must be accompanied by an adult at all times. Use of the garden and grounds of the property is entirely at your own risk.

## 17. SECURITY AND VALUABLES

17.1 Any valuables left at the Property are left at your own risk. We are not responsible for any loss.

17.2 Proper care must be taken against theft and burglary. It is essential and your responsibility to ensure all doors, shutters and windows are closed and locked at night, when leaving the Property, or when by the poolside or in the grounds.

17.3 No refund can be given should you decide to vacate the Property as a consequence of burglary.

## 18. ARRIVAL AND DEPARTURE

18.1 Arrival is after 16h local French time (normally GMT + 1 hour) and before 19h. If a later time is required, please advise us so we can organise for your arrival.

18.2 You must vacate the Property by 10h local French time (normally GMT + 1 hour) on the day of your departure.

## 19. INFORMATION

19.1 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.

## 20. OUR LIABILITY

20.1 We cannot be held responsible for noise or disturbance originating beyond the boundaries of the Property or which is beyond our control.

20.2 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, water heaters, water tanks, swimming pool filtration systems, nor for the failure of public utilities such as water, gas, electricity and internet.

20.3 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, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws, or measure of any kind on the part of any government or local authorities, strikes, lockouts, or other industrial actions or disputes or adverse weather conditions.

20.4 We cannot accept responsibility for events out of control e.g. bad weather, delay caused by carrier company, breakdown of domestic equipment.

20.5 We cannot be held responsible for any injury, loss or damage to you personally, when using the accommodation, grounds, equipment or other amenities. The use of these amenities is entirely at your own risk and we accept no responsibility.

20.6 We cannot be held responsible for any damage to, or loss of your belongings or your vehicles when using the accommodation, grounds, equipment or other amenities. The use of these amenities is entirely at your own risk and we accept no responsibility.

20.7 In the event of discharge, our liability shall be limited to the return of the sums paid to us in respect of the unused portion of the Rental calculated on a pro rata daily basis.

## 21. INSURANCE

21.1 It is the responsibility of all guests to have comprehensive travel insurance.

## 22 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

22.1 Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these Booking Conditions, "force majeure" means any unavoidable and extraordinary circumstances beyond our control that we could not have avoided, even if all reasonable measures had been taken. Such events may include, whether actual or threatened, war, military disturbances, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, accidents, epidemics, pandemics, fire, weather, acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services and other situations which are outside our control.

## 23. DATA PROTECTION

In accordance with the EU Data Protection, we will ensure that:

23.1 The collation of personal information is fair and lawful.

23.2 We take responsibility for all personal information held and used and that appropriate security measures are in place to protect this information.

23.3 We request full names of all party members as a safety measure whilst you are occupying the Property.

23.4 Please let us know if you would like your personal details to be removed from our database, after your Rental.

#### 24. LAW

24.1 This contract and all matters arising out of it are governed by French law and shall be deemed to have been made in France. We both agree that any dispute, claim or other matter that arises out of or in connection with your contract will be dealt with by a court of competent jurisdiction in France.