

TERMS AND CONDITIONS | 2014/15

Grandmont Gites, Grandmont 87240, St Sylvestre

1. Contract

- 1.1 No contract shall exist between the client, which expression shall include all persons on whose behalf the client books, and GRANDMONT GITES FRANCE (hereinafter called The Company) until a signed booking form has been received with deposit or full payment (as applicable) and a confirmation email issued by The Company.
- 1.2 When you receive your confirmation email, please check all the details carefully to ensure they are correct, as this forms the basis of the contract between us.
- 1.3 If there are any discrepancies, please bring these to our attention within 7 days of issue; otherwise we will assume the details shown are correct.
- 1.4 In the case of bookings made within 12 weeks of departure requiring payment in full, a contract shall come into existence immediately we orally confirm the booking. By making such a booking, you are deemed to have accepted these booking conditions which form the basis of all contracts. You must still send a signed booking form to us.

2. Payment

- 2.1 Full payment, less any deposit pre-paid shall reach The Company not less than 12 weeks prior to departure (unless otherwise agreed in writing by The Company).
- 2.2 The client who signed the booking form shall be liable for full payment for all those persons to whom the form applied and for other persons The Company was subsequently requested to book and in respect of whom The Company issued a confirmation email.
- 2.3 If payment shall not have been received by the due date, The Company shall have the right to cancel the booking, retain the deposit paid and levy applicable cancellation charges.
- 2.4 Any money paid to an agent under or in contemplation of a contract is held by the agent as agent for The Company until the date on which the agent pays the money to The Company.
- 2.5 We do not accept payment by credit card.

3. Prices

- 3.1 We reserve the right to increase our prices at any time before your booking is accepted. The correct current price will be advised at time of booking.
- 3.2 Once your holiday has been confirmed we reserve the right to levy surcharges in the event of transportation costs, government action, such as increases in VAT or any other government imposed increases, and currency in relation to adverse exchange rates. Even in this case, The Company will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges.
- 3.3 Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.
- 3.4 Providing payment is made by the due date at latest, The Company will not however impose any surcharges after payment in full has been received.

4. Amendment by client

- 4.1 If you wish to change any details of your booking you must inform us as soon as possible and confirm the details in writing. If we are able to accept the change we will charge an amendment fee of €20 per person for each booking change.
- 4.2 However, any changes made within 12 weeks of departure may be treated as a cancellation and charges will apply as shown.
- 4.3 If the change is to increase the number of persons booked no amendment

5. Cancellation by client

- 5.1 Cancellation shall take effect only when written notification from the person signing the booking form is received by The Company.
- 5.2 In all cases of cancellation the deposit, and any amendment charges will be forfeited.
- 5.3 The following cancellation fees expressed as a percentage of the total holiday cost, excluding amendment charges, will become immediately payable to The Company.
- 5.4 Notification given Cancellation charge:
- | | |
|--------------------|---------------------|
| More than 12 weeks | Deposit |
| Within 12 weeks | 50% of full amount |
| Within 8 weeks | 60% of full amount |
| Within 6 weeks | 80% of full amount |
| Within 4 weeks | 100% of full amount |

6. Alteration by The Company

- 6.1 Arrangements for holidays are made many months in advance, and changes can occur. We must reserve the right to make alterations to holiday and brochure/internet details both before and after any booking has been confirmed. Most of these changes are minor and in all cases we will advise you or your booking agent at the earliest possible date.
- 6.2 If a significant change becomes necessary you will have the choice of either accepting the change in arrangements, purchasing another holiday from us and paying or receiving any price difference or canceling your holiday and receiving a prompt and full refund.
- 6.3 In all cases of a significant change, we will pay you compensation as detailed below except where the change is made as a result of unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care which include but are not limited to those circumstances set out in the 'important note' below.
- 6.4 No compensation is payable in respect of minor changes and no other claim for compensation or expenses will be accepted.
- 6.5 Before departure compensation per person
- | | |
|------------------------|-----|
| More than 10 weeks | nil |
| Between 4 and 10 weeks | €10 |
| Between 2 and 4 weeks | €20 |
| Less than 2 weeks | €25 |

IMPORTANT NOTE

We regret that we cannot accept liability or pay compensation if we are forced to cancel, curtail or in any way change your holiday or if the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to 'force majeure'. Such circumstances shall include, but are not limited to war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, technical problems with transport, closure or congestion of airports or ports, adverse weather conditions and similar events beyond The Company's control.

7. Travel

7.1 If you have requested airport transfer by The Company specific instructions relating to travel arrangements will be confirmed approximately 1-2 weeks prior to departure.

7.2 The Company is not responsible and cannot give any guarantee of ferry, tunnel or flight departure times nor does The Company accept any liability for delays to your holiday arrival due to plane, train or sailing to and from the UK and other destinations, whether the delay is caused by adverse weather conditions, rescheduling of times by the sea or carrier, the port authorities and/or mechanical breakdown, strike or industrial action, or otherwise.

7.3 The Company cannot accept any liability for delays caused by mechanical breakdown, accident or any unforeseen delays, or otherwise during your transfer from or to the airport and resort.

7.4 However, in certain circumstances you may be able to make a claim under your own insurance policy arranged by you.

8. Client liability

8.1 The client will pay a security deposit of €200 on arrival / at the start of the rental period which will be held against any damages.

8.2 The security deposit is returnable at the end of the rental period less any deductions made for 'above normal' wear and tear.

8.3 The client agrees to reimburse The Company in full for any damages in excess of the deposit amount or its employees shall be entitled to recover from the client the cost (estimated if not precisely known) of any damage caused by the client.

8.4 The client undertakes to behave in such a manner as to not prejudice The Company's reputation with the owners of its accommodation, its suppliers or other clients of the company.

8.5 The holiday of any client in breach of this clause shall be terminated forthwith and The Company shall have no further contractual obligations towards him/her. As such, the breach of this clause by any one client in any one property booking may cause The Company to demand immediate vacating of accommodation by every client on the booking form.

8.6 The number of clients staying in any one property shall not exceed the number specified at the time of booking. We retain the right to cancel your holiday if client does not oblige by this condition.

9. The Company liability

9.1 We accept responsibility for ensuring that the holiday which you book with us is supplied as described on our website, and the services offered reach a reasonable standard.

9.2 If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday.

9.3 We accept responsibility for the acts/omissions of our employees, agents, suppliers and sub-contractors where they were at the time acting within the course or scope of their employment agency or contract of supply save where they lead to death, injury or illness except as provided in the 'personal injury' clause below.

9.4 In respect of the services provided by ferry/train/taxi carriers our liability in all cases shall be limited in the manner provided by international conventions.

9.5 In all cases except where personal injury, illness, death, loss and/or damage to luggage or personal possessions results, our liability is however limited to the relevant holiday price of the person(s) affected in total. In the case of loss and/or damage to luggage or personal possessions (including money), we have no liability as you are assumed to have taken out the appropriate insurance cover before traveling.

10. Client safety and due care

10.1 The use of the accommodation and its amenities is entirely at the clients' risk.

10.2 Our swimming pool shall comply with all French health and safety regulations. However, swimming pools can present potential risks to all, especially children. Therefore, use of the swimming pool is entirely the responsibility the client.

10.3 We cannot accept responsibility for accidents occurring in relation to the pool, except where proven to be as a consequence of The Company's negligence.

10.4 Clients must take all precautions necessary to ensure the safety of members of their party and to avoid all dangerous activity in the vicinity of the pool.

10.5 It is the responsibility of the client to ensure that minors are supervised at all times when in the vicinity of the pool.

10.6 Personal belongings left in or around the property are entirely at the risk of the client. The Company cannot be held responsible for any losses or damage to the clients belongings or valuables, however caused.

10.7 Our properties do not have telephones, but in the event of an emergency, messages from friends, families and colleagues will be relayed.

10.8 The Company will make every effort to ensure the accommodation is clean and tidy on arrival. In return we ask clients to demonstrate due care and leave the property in the condition it was found. We reserve the right to make charges for the cost of major cleaning work if the property is left in an unacceptable condition.

11. Website information

11.1 The information contained within the Company website is correct to the best of our knowledge at the time of the website being last updated.

11.2 Accommodation dimensions are subject to error and furniture and room arrangements are subject to change.

11.3 The client should bear in mind that in relation to the information given about local resorts activities we cannot guarantee accuracy at all times or that any particular activity will take place as these services are not under our control.

12. Complaints

12.1 Should a problem arise during your holiday please inform a member of The Company staff or the supplier of the service concerned direct, as soon as possible, who will make every effort to amend the problem.

12.2 If the complaint cannot be resolved in the resort please write to The Company, Grandmont Gites | Grandmont 87240 | St Sylvestre | FRANCE, within 28 days of your return from holiday, giving all relevant information.

12.3 We regret we cannot accept liability in respect of any complaints which are not notified entirely in accordance with this clause. Our resort staff are not authorised to promise any refund in respect of a client's claim and no such promises will be accepted by The Company.

13. Privacy statement

13.1 Your continued custom is important to us, but we recognise that your privacy is even more important to you. We would like to keep you up to date with late availability, offers and other related news items which we feel may be of interest. If you do not wish to receive such information, please email grandmont.gites.france@gmail.com or call us on 00 33 7 82 91 74 99 or write to us at Grandmont Gites | Grandmont 87240 | St Sylvestre | FRANCE.