

TERMS AND CONDITIONS

These are the terms and conditions of the contract between *Maison des Vignes* and its guest. It is extremely important that these terms and conditions are understood and observed by each member of the party. It is the responsibility of the lead guest for each booking (the person who makes the booking) to ensure that each member of their party does this.

1. Premises:

Maison des Vignes provide holiday accommodation at Chemin la Javone, Saze, 30650, France.

The balance of the rental must be paid in full no less than six (6) weeks before the date of the commencement of the holiday. Failure to pay the balance in full may result in the loss of the booking and

2. Contract:

The Rental Contract is between *Maison des Vignes* and the individual making the booking (the lead guest). When the booking is made, it is deemed that the lead guest will (a) have read all the details stated on www.maisondesvignes.co.uk or other advertising website, (b) agrees with the terms and conditions under which the holiday is offered, (c) takes responsibility for ensuring that each member of their party is aware of these terms and conditions and (d) is personally responsible for payment of the full balance of the accommodation rental price by the time that it is due (see 9 below).

3. Price:

Prices are in Euros, unless otherwise agreed by both parties.

Maison des Vignes reserves the right to change prices from those advertised. In such circumstances *Maison des Vignes* will make clear the new price at the point at which the booking is made.

4. Included (and not included) in the rental price:

The accommodation rental price includes:-

- Accommodation as described on www.maisondesvignes.co.uk or other advertising website.
- Bed linen and towels (hand/bath/shower mat) – changed weekly.

Note: Pool towels are not supplied. We can provide these for a small charge (€5.00 per towel per week to cover laundry costs). The use of our hand/bath towels is strictly prohibited for this purpose and should also not be removed from the premises for day trips, etc.

- Use of pool and grounds.

The accommodation rental price does not include transportation or personal/travel insurance.

5. Payment:

Payment to be made in Euros by bank transfer. Any transfer costs associated with this method of payment must be borne by the guest.

6. Reservations:

Upon receipt of written confirmation from the guest that he or she wishes to reserve the accommodation for a specified period, the dates will be held for 7 working days to allow for receipt of the relevant deposit.

7. Deposit:

To reserve the accommodation, a 35% deposit of the total rental amount must be paid within 7 working days from receipt of written confirmation. This deposit is non-refundable.

8. Late Booking:

If a booking is made within 6 weeks of the holiday commencement date, the full rental amount must be paid within 7 working days from time of booking to reserve the accommodation at the agreed rental.

9. Payment of Balance:

9. Payment of Balance (Cont.):

the deposit which secured the booking. An email reminder will be sent detailing the balance due and final date for payment.

10. Cancellation:

The guest who made the booking is the only person authorised to make a cancellation on behalf of a party.

Cancellation requests must be received by *Maison des Vignes* at least one calendar month before the first date of the rental period.

Deposits cannot be refunded unless the rental period in question can be resold. If the rental period cannot be resold, and in exceptional circumstances your deposit may be carried over against a booking at a later available date but any additional costs, i.e. if a different seasonal rate applies this will need to be paid.

If you have paid the full cost of the holiday rental, we will refund your payment only if we are able to resell the rental period in question.

Maison des Vignes reserves the right to cancel a reservation in any circumstance. However, it is expected that a cancellation within six (6) weeks of the start of the holiday will only occur as a result of a client failing to pay the balance of a holiday (see 9 above) or due to "force majeure" (see 12 below). In any circumstances other than a guest's failure to pay, guests will be offered the choice of a full refund or an alternative available holiday at *Maison des Vignes*.

11. Insurance:

We strongly recommend that you obtain a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings, public liability etc, as these are not covered by *Maison des Vignes*.

12. Force Majeure:

For the purposes of cancellation or alteration by *Maison des Vignes*, "force majeure" means any event which cannot, even with all due care, foresee or avoid, including serious damage to our property, war, political unrest, extreme weather, acts of God, epidemics, riots, civil strife, strikes, industrial disputes, terrorist activity, natural/technical disasters and closure of ports/airports/stations.

13. Alterations to Holiday:

Wherever possible, we will attempt to accommodate a guest's request for alterations to bookings, but these will only be accommodated subject to availability.

It is unlikely that we will have to make changes to your holiday. However, this information is prepared many months in advance and *Maison des Vignes* reserves the right to make changes at any time. Such changes are likely to be minor and guests will be advised of such changes at the earliest possible opportunity. Should a major change occur, the following alternatives will be offered:

- Accepting the change offered;
- Taking a holiday with us at an alternative date;
- Full refund.

14. Accommodation:

Accommodation is as specified on www.maisondesvignes.co.uk or other advertising website. *Maison des Vignes* is satisfied that the property is safe and suited to the purpose for which it is advertised. Guest's dislike of their accommodation on grounds of size or taste cannot be accepted as grounds for compensation.

15. Arrivals and Departures:

On the day of your arrival, the property cannot be accessed before 4pm (16:00). Arrival before this time may be arranged in advance and we will try to have everything ready for you as early as we can. If, however, your booked accommodation is not quite ready when you arrive, then it may be possible for you to either drop off your luggage while you go out for lunch or do some shopping, or use the pool until the accommodation is ready.

To ensure adequate time for preparation of accommodation for arriving guests, departing guests are asked to leave their accommodation by 10 a.m. (10:00) on the day of their departure. We are happy for you to use the pool and garden areas for a little while longer if this helps with your travel plans.

16. Cleaning:

The property will have been thoroughly cleaned prior to your arrival. Guests are asked to leave their accommodation tidy before vacating.

17. Swimming Pool and Parasols:

The swimming pool at *Maison des Vignes* is unsupervised and used entirely at your own discretion and risk. The pool is fenced and gated. This meets French legal requirements. Please note that it is the responsibility of guests as parents to watch over any children in their care. The owners of *Maison des Vignes* are not liable for the safety of **ANY** adult or child of **ANY** age.

The use of china/glass is not permitted around the pool.

The use of parasols/sunshades/umbrellas are not permitted around the pool due to the unpredictability of the Mistral winds. Any damage caused to the swimming pool liner will be recoverable from the guest.

Parasols/sunshades/umbrellas must be kept closed when you leave the property due to the unpredictability of the Mistral winds. Damage to parasols/sunshades/umbrellas belonging to *Maison des Vignes* due to guest(s) neglect will be deducted from the damage deposit.

18. Smoking and Candles:

Smoking and the burning of candles is strictly prohibited inside the accommodation, and is only allowed outside. Please keep all areas clean of cigarette butts/matches and use the containers provided. Please respect other non-smoking guests. Candles should be used in a careful and responsible manner and should not be left unattended at any time.

19. Security and Valuables/Lost Property:

Valuables left at the property are left at the guest's own risk. *Maison des Vignes* is not responsible for any loss. Proper care must be taken against theft and burglary. It is essential and the guest's responsibility to ensure all doors, shutters and gates are closed and locked when leaving the property and that the electric gates are kept closed at all times.

Maison des Vignes will endeavour to return any item of lost property found after your departure. Guests will be asked, however, to meet postage/courier costs. *Maison des Vignes* cannot take responsibility for items that are not found or are returned in a damaged state.

20. Published Information:

All information as to accommodation and prices has been carefully scrutinised to ensure that it is correct and given in good faith. Guests should be aware that changes outside our control may occur between publication of this information and the date of arrival. Information that is inadvertently incorrect cannot be accepted as grounds for compensation.

21. Your Responsibilities:

Please respect our property and take care not to damage any of the furniture or equipment at your disposal. A damage/breakage deposit of €150 is to be provided at the time the final balance is payable in order to obtain the keys to your accommodation and electric gate remote control. This damage/breakage deposit will be held until guests have vacated the property and the property inspected for any damage. Upon inspection and if no damage is discovered, the damage/breakage deposit shall be returned to the guest within one (1) month of the guest's departure. **During your stay, we do ask that you notify us immediately if any damage or breakage has occurred so that we can repair or replace the items in question.** If damage/breakage does occur to smaller items; i.e. mugs, glasses etc., we request these are replaced with a similar standard and quality. We reserve the right to charge for any excess damage outside of normal wear and tear.

Maison des Vignes has no control over the behaviour of persons or animals staying at, or visiting the property and is not responsible for any withdrawal or impairment of facilities or other loss or damage caused by them. Guests are liable for any loss, damage or injury resulting from their own negligent actions, including any sums that may become due to the next occupants of the property, if the damage results in a reduction in their enjoyment of the property.

22. Pets:

Pets "may" be allowed to stay at the property strictly with prior permission/arrangement with *Maison des Vignes*. The following 'rules' apply: pets must be kept on a lead at all times whilst in the grounds of *Maison des Vignes*; pets are not allowed to sleep on beds; climb onto sofas or chairs; pets may not be washed in the bath/shower; towels provided **must not** be used for pets (guests must bring their own); pets must not be left alone at the property. Pets must be taken outside the grounds of *Maison des Vignes* for walks and the disposal of dog waste (dog "poo" bags) must be disposed of in bins outside the boundary of *Maison des Vignes* and **not** in bins belonging to *Maison des Vignes*. All pets are solely at their owners' risk and owners must accept **all** liability for any damage or accidents caused by their pets to any property belonging to and/or other guests/visitors to *Maison des Vignes*.

24. Complaints:

Complaints concerning any aspect of *Maison des Vignes* will be treated with the utmost seriousness and *Maison des Vignes* will work hard to resolve the matter quickly. As a first step, any complaint relating to the standard of the holiday as outlined in publicity material must be made immediately, during the course of the holiday to the property owners. Action to remedy your situation will be taken as soon as practically possible. Complaints concerning the service provided during the holiday received after your departure will not be accepted unless these actions have been notified during your holiday.

25. Disputes:

In the unlikely result that any dispute arising cannot be amicably resolved, *Maison des Vignes* reserve the right to refer the dispute to mediation or arbitration prior to further legal action.

26. Third Party Liability

Maison des Vignes shall not be liable to the guest for any temporary defect or stoppage in the supply of public services to the accommodation, and not in respect to any item of equipment, plant, machinery or appliance in the property.

Under no circumstances shall *Maison des Vignes*' liability to the guest exceed the amount paid to *Maison des Vignes* for the rental period.

