

# CHATEAU RIGAUD

## **Booking Conditions for Chateau Rigaud**

SARL Chateau Rigaud is a registered French company.

Where these Conditions mention 'Chateau Rigaud' or 'The Company', this means the registered company SARL Chateau Rigaud.

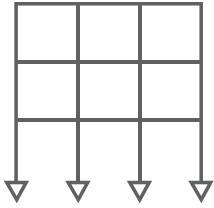
The Company is responsible for the administration of your booking, and for the execution of services and facilities on behalf of and as agent for the Owner. Where these Conditions mention "the Company" without using words such as "on behalf of the Owner" or "as agents for the Owner" this means SARL Chateau Rigaud in it's own right rather than as agent for the Owner.

References to "you" and "your" mean the person making the booking (the "party leader") and all members of the holiday rental party who have been accepted by the Company on behalf of the Owner.

These Conditions set out the basis of your contract with the Owner. They also deal with the Company's position. Nothing in these Conditions affects your normal statutory rights.

### **1. Your booking**

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner or the Company for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you.



## CHATEAU RIGAUD

When the Company issues a written/email confirmation to you, this signifies that the Company has entered into a contract with you, which is subject to these Conditions. The Company has the right to refuse any booking prior to the issue of written/email confirmation, and if the Company does this, the Company will tell you in writing/by email and promptly refund any money you have paid us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Company.

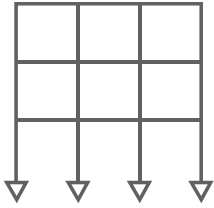
### **2. Paying for your property**

When you book your property you should pay the amount then due by bank transfer, debit or credit card, or by sending a cheque to the Company. Providing the booking can be confirmed, the Company will then send your written/email confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Company no later than 8 weeks before your arrival date at the property. However, if you book less than 8 weeks before your arrival date, payment of your total holiday cost (including any insurance premiums) is due straightaway. For properties booked less than 2 weeks before your arrival date your booking must be paid for in full by debit or credit card, or by bank transfer, at the time of booking.

If any payment you make is not honoured for any reason whatsoever, the Company is entitled to make an administration charge of €25.

### **3. Cancellations or changes to your booking by the Owner or the Company**

Neither the Owner nor the Company expect to have to make any changes to your booking, but an unforeseen problem could occur in which case a booking might have to be changed or cancelled. If this does happen, the Company will contact the party leader (by telephone



## CHATEAU RIGAUD

where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Company as soon as reasonably possible whether you wish to accept any change to the booking or alternatively whether you want a refund.

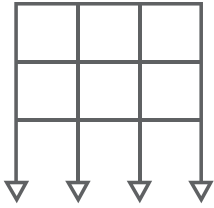
In the unlikely event that the party leader fails to tell the Company that you wish to accept any change or alternative property the Company is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Company.

Where your booking is significantly changed or cancelled, you will also be offered compensation if and as appropriate. A minimum compensation of €20 per booking will usually be paid. However, compensation will not be payable where any change or cancellation results from "force majeure" (please refer to Section 4 below).

Please note, no compensation is payable for minor changes. A minor change is a change which, taking into account the information you gave at the time of booking or which we or the Owner can reasonably be expected to know, we or the Owner (as applicable) could not reasonably expect to have a significant effect on your confirmed booking.

#### **4. Circumstances beyond the control of the Owner/the Company (Force Majeure)**

Except where otherwise expressly stated in these Conditions, the Owner and the Company shall not be liable, jointly or individually, for any changes, cancellations, effect on your



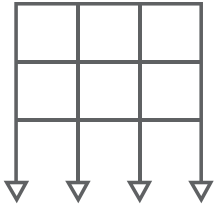
## CHATEAU RIGAUD

holiday, loss or damage suffered by you or for any failure by the Owner and/or the Company to perform or properly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner or the Company (referred to as "force majeure" in these Conditions).

By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner or the Company) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the Company on behalf of the Owner will, however, refund to you all monies paid to the Company by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/ accommodation) will be payable in such circumstances by either the Owner or the Company to you.

### **5. Promotional material**

The Company aims to ensure that the information provided is accurately conveyed in the brochure and other promotional literature or material produced and circulated by the Company. However, the information and prices in this brochure/other material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of the brochure/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of your chosen property and arrangements (including the price) with the Company at the time of booking.



## CHATEAU RIGAUD

There may be small differences between the actual property and its description, as both the Company and the Owners are always seeking to improve services and facilities.

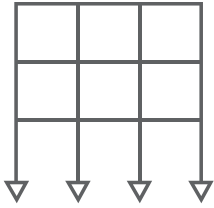
Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Company will tell the party leader as soon as reasonably practical after the Company becomes aware of the situation.

Neither the Owner nor the Company can accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure, by the Company's Holiday Advisers or advertised elsewhere. The Company makes reasonable efforts to ensure that information supplied to you in relation to the property or its facilities and/or services is accurate and complete as at the date given.

The Company cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and/or services, except in the case of the negligence of the Company. The Company will, however, use its best endeavours to notify you of any changes to or inaccuracies in any information contained in the brochure or otherwise provided to you as soon as reasonably practical after the Company becomes aware of the change or inaccuracy.

### **6. Liability**

The Owner and the Company shall have no liability for any death or personal injury unless, in the case of the Company, this results from the negligence of the Company or its employees (providing they were at the time acting in the course of their employment) or, in the case of the Owner, it results from the Owner's negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment).



## CHATEAU RIGAUD

You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Company in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Owner or that of any employee of the Owner (providing they were at the time acting in the course of their employment) or, in the case of the Company, where the damage or loss is caused by the negligence of the Company or its employees (providing they were at the time acting in the course of their employment).

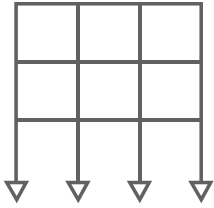
As the Company acts only as agent for the Owner, the Company cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, the Company cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owner. Please also refer to Section 4 (Force Majeure) above.

### **7. If you change or cancel your booking**

#### (i) Changes

If you want to change your booking once your confirmation has been issued, an administration fee of €25 will be payable to the Company once any change has been made. However, it is important to realise that a change of property or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking.

The Company will advise the party leader if this is the case when the change is requested. The party leader must then inform the Company as soon as reasonably possible to whether you still wish to change your booking. If you advise the Company that you do or the party leader fails to contact the Company as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a



## CHATEAU RIGAUD

minimum, the Company will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

### (ii) Cancellations

If you have to, or wish to, cancel your booking, the party leader must contact the Company via email as soon as possible. The day the Company receives your email notification of cancellation is the date on which your booking is cancelled.

In the case of cancellation the Company will make every effort to resell the period of your booking. When this period can be re sold then the Company will return your deposit less a 5% administration fee. Where the Company is unable to resell the period of your booking then the deposit paid will be retained by the Company as compensation for the lost booking.

If any payment due in relation to your booking is not paid by the appropriate date, the company is entitled to assume that you wish to cancel your booking. In this case, the Company will be entitled to keep all deposits paid or due at that date.

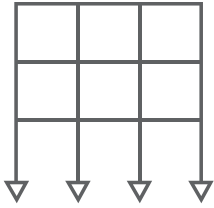
### (iii) Curtailment of your holiday

The Company is unable to make any refund in the case of any curtailment of your holiday.

The Company advises that adequate holiday insurance cover is arranged to cover you and your party against any unforeseen problems which might lead to cancellation or curtailment.

## 8. The Chateau

The Chateau will be ready for you after 3pm on the start date of your holiday rental and you must leave by 10.00am on the last day.



## CHATEAU RIGAUD

You and all members of your holiday rental party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival.

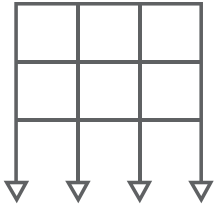
You and all members of your holiday rental party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Company.

You are responsible for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your holiday rental party, and the Company can require payment from you to cover any such costs.

The Company is entitled to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the manager or responsible person appointed by the Company reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members or your holiday rental party.

These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and neither the Owner nor the Company will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/ accommodation).

In this situation, neither the Owner nor the Company is under any obligation to find any alternative accommodation for you.



## CHATEAU RIGAUD

You must not allow more people to occupy the property than have been agreed to at the time of booking and neither can you significantly change the composition of the holiday rental party during your occupation of the property.

Customers with allergies should be aware that we cannot guarantee that a registered guide and/or hearing dog has not stayed in their chosen property nor can we accept any liability for any suffering which may occur as a result of such animals having been present.

You must allow the Owner and any representative of the Owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations the Owner is entitled to enter the property at any time without giving you prior notice).

### **9. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint the Owner and the Company are anxious that remedial action is taken as soon as possible. It is essential that you contact the representative or the company immediately if any problem arises so that it can be speedily resolved.

### **10. Security Deposit**

You will be expected to provide a security deposit of €500 on your arrival. The security deposit will be refunded at the end of your holiday rental (less any costs for breakages, damage etc if applicable.) This may be taken as a pre approved amount on your credit card.