

BOOKING TERMS & CONDITIONS

Your booking is with **Michael Smith and Catherine Smith** (referred to as “we”, “us”, “our” “proprietors” or “owners” in these Booking Conditions) for a ‘**Camping**’ pitch/emplacement or any of the rental properties known as ‘**Le Colvert**’, ‘**La Cistude**’, ‘**Le Heron 1**’ & ‘**Le Heron 2**’ which are situated at Le Cormier, Route de Saint Flovier, 36290 Obterre, France. References to “you” “your(s)” “visitor(s)” “party” or “guest(s)” are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

Bookings and enquiries can be accepted by telephone, email or written requests. Enquiring visitors are requested to provide as much relevant information as possible when making contact or when using the website Online Enquiry Booking Form. This is to include names and contact detail with full postal address (including post code) & telephone number preferably mobile, the total number of adults, the total number of children (including ages of children) plus any pets (specifying the number & type) and then any special requirements.

Camping – Please specify whether your requirements are for caravan, motor-home, campervan or tent, with or without electric hook-up. A deposit payment may be requested, especially during the Mid and High Season months, to secure a pitch. Full advance payment is required for one night stopovers or two nights stays on site whatever time of year. Information on how to pay will be provided with the email confirmation of pitch availability. The deposit payment and / or advance payment will normally be non-refundable subject to particular circumstances.

If it is decided NOT to make a booking, you are advised and requested to make contact by telephone (or SMS / Text) using +33 666 530 790 before arrival so as to ensure pitch availability, to prevent disappointment and so that the proprietors can be at the property to welcome you.

Gîte & Studios - Please specify the preferred property and, when necessary, we will send a Booking Form for completion by you and return to us. Upon receipt by the Proprietors of the Booking Form, confirmation will be provided regarding availability and information on how to pay the Initial Deposit required to secure your booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses however suffered or incurred by you. The visitor and guests acquire no rights whatsoever over the property except occupation of the property as a holiday let for the period that is booked. Visitors shall not sub-let or reassign the property.

Once the completed Booking Form (if appropriate) and Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation and if a booking is refused at this stage, any money you may have paid us will be refunded promptly. You should carefully check the details of our written confirmation and then inform us immediately of any errors or omissions.

2. Paying for your booking

Camping - You are required to pay us the balance due prior to your departure or you can make full payment of your booking prior to arrival if preferred. Final payment is acceptable in cash (Euros ONLY), by PayPal or French Bank Account Cheque – Sterling/GBP payments only made in very exceptional situations and only by prior agreement.

Gîte & Studios - You are required to pay us any balance of the rental payment due and the Security / Damages / Cleaning Deposit as per our written confirmation of the booking and at least 4 weeks before arrival. If such payment is not received by the due date, the owners reserve the right to provide notice in writing that the reservation is considered to be cancelled. We will normally return the Security / Damages / Cleaning Deposit within 14 days of your departure or return of the keys to us, less any deductions in accordance with the conditions listed. The owners reserve the right to withhold any amount of the Security / Damages / Cleaning Deposit to be applied against reasonable cleaning costs if the guest(s) leaves the property in an unacceptable condition and the property is left in a condition that does not allow immediate occupation, and/or it is necessary for replacement of the property furnishings, fixtures and fittings. The amount of Security / Cleaning / Damages deposit paid shall not necessarily limit the guest or the party’s liability to the proprietors.

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3. If you cancel or amend your booking

If you need to cancel or amend your booking, you must telephone us on the number(s) shown on our written confirmation as soon as possible. You may be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our written confirmation, we will consider refund of any money you have paid us. If you cancel your booking after this seven day period, the owners reserve the right to retain the initial Deposit. If you have paid in full and you cancel your booking less than four weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Rental balance paid but will refund the balance of any other money you have paid us such as Security Deposit. However, if we are able to acquire an alternative booking for the Property originally selected and paid for by you, the proprietors will refund the Rental payment to you less any additional costs incurred by the proprietors.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems may occur and the owners may have to make alterations or, rarely, may have to cancel bookings. If this does occur, the owners will contact you as soon as reasonably practical and inform you of the cancellation or the change to your booking. If it is necessary to cancel your booking, the owners will consider a refund of all money you have paid us.

5. Your accommodation & occupancy

Camping – You can arrive to take occupancy of your allocated pitch normally after **14:00** hours on the Arrival Date and you are requested to vacate the pitch by **11:00** hours on the Departure Date. Any other requested times are only by prior agreement with the Proprietors.

Gîte & Studios - You can arrive at your accommodation after **15:00** hours on the Arrival Date of your holiday and you must leave / vacate the premises by **10:30** hours on the Departure Date. Any other requested times are only by prior agreement with the Proprietors.

If your arrival is expected to be delayed for whatever reason and anticipated to be after 19:00 hours, you must contact the owners at the earliest opportunity using telephone +33 666 530 790 to ascertain whether alternative arrangements can or need to be made.

Please Note: If you fail to make such contact, you may not be able to gain access to the Property or campsite and the proprietors cannot be held responsible for any situation that occurs for your arrival outside these stated times. If you fail to arrive by midday on the day after the agreed and booked Arrival Date and you do not advise the proprietors of your anticipated late arrival, the owners reserve the right to consider the booking as having been cancelled by you.

6. Your obligations

You agree to comply with the General Rules shown at the end of these terms and conditions, and any other requests by the proprietors made from time to time and ensure they are observed by all members of the party. You agree to allow us or any representative of ours to have access at any reasonable time during your stay for the purpose of essential repairs.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses clean and in good condition. Any damage caused must be reported to the Proprietors at the earliest opportunity. You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably be considered to cause a nuisance or annoyance to us or to any occupier of adjoining or neighboring properties or pitches.

You agree to take all the necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, such personal property and personal vehicles.

You agree to ensure that each member of your party is covered by fully comprehensive travel insurance as appropriate (including cancellation, public liability, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage) because none of these items would be covered by the owner's insurance.

You cannot allow more people to stay in the Property or on a pitch than expressly authorized, nor can you significantly change the makeup of the party during your stay (without prior agreement), nor can you take any pet into the Property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the property to you, or can require you to vacate it. We will treat any of these circumstances as a cancellation of the booking by you.

7. Complaints

Every effort will be made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for concern or complaint, it is important the proprietors be informed immediately so that any remedial action if deemed necessary can be implemented at the earliest opportunity.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of the stay.

8. Our liability

The maximum liability for losses you suffer is strictly limited to the value of your booking with the owners. The use of any property, accommodation, pool, equipment plus any other amenities provided on site by the owners is entirely at the client's risk.

No responsibility can be accepted by the proprietors for any loss, damage, injury to any user or visitor, nor for any loss or damage to a visitor's belongings including any motor vehicle or its contents. Due to the type and age of buildings, the owners cannot accept liability for any personal injury incurred directly or indirectly during a visitor's stay

Children MUST be supervised by an adult at all times when on site and the proprietors cannot be held responsible for any incidents, injury or accidents caused.

Being rurally situated, the owners cannot be held responsible for any incidents involving the animals, birds, reptiles and insects that may be present in, on or around the site.

The owners shall not be liable to the client for any temporary break, defect, or stoppage in the supply of public services to and around the property and site, nor for any appliance, machine or equipment in any of the properties, serving the pool or on site.

Liability will not be accepted by the proprietors in respect of any property becoming damaged or destroyed before the start of the client's rental period, nor for loss, damage or injury caused by adverse weather conditions, war, riot, strikes or any other matters beyond the control of the owners at any time. In this circumstance, the proprietors will write to the client at the earliest opportunity and consideration given to reimbursement of all monies paid at the earliest opportunity.

9. Pets

The Proprietors will consider and usually allow pets on site but full detail of type and numbers MUST be provided when booking. The proprietors reserve the right to refuse animals on site in certain circumstances or to having access to any Property.

DOG OWNERS PLEASE NOTE – You MUST ensure dogs are kept on a lead at all times around the site and grounds or when on any campsite pitch. It is your responsibility to ensure any mess is picked up & disposed of in an appropriate manner in the designated bins.

Please remember, occasionally there may be visitors onsite who are afraid of dogs and this is another reason for keeping dogs tethered. Also, past experience has shown there are a variety of smells that can attract your dog and they can / will wander off totally unknown by you if they are not tethered.

Dog walking areas are available nearby where you can release your dog off its lead if preferred – ask the Proprietors for copy maps & information but do be aware of what has been stated above.

10. General

You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent. These Booking Conditions, together with the Quote, the Cancellation Policy, General Rules shown below and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.

If at any time any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

GUESTS ARE REMINDED TO ENSURE THEY HAVE ALL NECESSARY AND APPROPRIATE DOCUMENTATION BEFORE DEPARTURE. i.e PASSPORTS, DRIVING LICENCES, ALL VEHICLE & INSURANCE DOCUMENTATION (including copy of your vehicle registration document), TRAVEL INSURANCE & HEALTH INSURANCE DOCUMENTATION....AND DIRECTIONS!

PLEASE SEE GENERAL RULES & OTHER INFORMATION ON THE FOLLOWING PAGES

General Rules & Other Information

Please respect other people staying at Le Cormier who also wish to have an enjoyable time. Visitors expect a peaceful and tranquil environment in which to relax. Therefore, all visitors, parents and children are expected to behave in an appropriate way and to keep noise levels to an acceptable level at all times around the buildings and grounds. To show respect to your neighbours, it is requested noise levels be reduced to an acceptable level especially between the hours of 10:30pm to 07:00am.

Waste & Foul Water

- Systems can become easily blocked unless special care and attention is applied by guests.
- All guests are requested not to use the toilet / waste water systems for disposal of items including wipes of any description, fat, cigarette butts, nappies & sanitary towels / tampons and kitchen towels (please use bags and bins available in each property).
- Take care not to dispose of high volumes of toilet tissue with particular attention paid in this regard to use of the facilities by young children.

LE CORMIER HAS A "FOSSE TOUTES EAU" or SEPTIC TANK SYSTEM – SPECIAL CARE IS REQUIRED WHEN USING DETERGENTS & DISINFECTANTS AND ONLY THOSE SUPPLIED BY US MUST BE USED UNLESS CLARIFICATION HAS BEEN SOUGHT FROM THE PROPRIETORS BEFORE USING ANY OTHER (e.g. Milton fluid)

CAMPERS MUST NOTE – WC CHEMICAL FLUID CONTAINING FORMALDEHYDE MUST NOT BE USED IN OUR SYSTEM AS IT CAN 'KILL OFF' THE BIOLOGICAL PROCESS REQUIRED. PLEASE SEEK CLARIFICATION FROM THE PROPRIETORS IF IN DOUBT.

THE PROPRIETORS NORMALLY KEEP A SMALL SUPPLY OF BIO-DEGRADABLE FLUID. IT IS USUALLY AVAILABLE IN SOME SUPERMARKETS HERE.

Smoking

- Smoking is permitted at Le Cormier but NOT inside any of the Rental Properties.
- Cigarette ends are not to be discarded around the grounds but disposed of in the various sand pots around the property.

Doors and Windows

- Close all windows (including roof Velux windows where fitted) when going out for the day as windows can be broken by the wind and/or the rain may enter causing damage.
- Also you will find that in hot weather conditions, your accommodation will stay much cooler if doors & windows remain closed.
- Great care is needed when leaving doors open - various creatures are likely to make the most of the opportunity to enter and take refuge.

Parking and Vehicles

- Vehicles are to be parked in an appropriate manner with due care and attention given to other residents and guests.
- The proprietors will NOT be held responsible for loss or damage to vehicle or contents whilst parked at the premises or on the property.
- Vehicle speed around the property is to be kept to a maximum of **5mph** or **8 kms/h** at all times
- After 10:00pm cars and vehicles are to be left in the parking area in front of the main building

Splash Pool

- Parents will be requested to read, complete and sign the General Requirements & Splash Pool Notice before the pool is used by children
- The Splash Pool is available for use by everyone staying at Le Cormier and everybody using the pool (including parents) take full responsibility for any injury or damage caused – the proprietors will not accept any responsibility or liability whatsoever.
- In view of the obvious dangers, children under the age of 16 will not be allowed to use the pool unless they are accompanied by an adult at all times and adults are to ensure children are properly supervised and controlled.
- Noise levels are to be kept to an acceptable level. Screaming and shouting will not be tolerated and the proprietors reserve the right to request visitors to leave the pool if it is considered noise levels are excessive.
- There is to be no diving in to the pool at any time.
- When the pool cover is in place then visitors are to request the proprietors remove it before use – on no account is the cover to be removed by visitors.
- When the pool pump is running, visitors are to request the proprietors switch it off before use – the pump is NOT to be switched off by visitors.
- All persons entering the pool must do so via the ladder. On no account is the pool to be used if the ladder is not in position. The foot bath is also to be used by anyone entering the pool.

General Information & Safety

- All visitors should be aware that the walls around the duck pond & empty pond behind the barn are liable to collapse and so extra care should be taken in these areas.
- If bikes are used around the grounds, gravelled paths & roadways then due care and attention must be paid to travelling speed, unexpected vehicles and not to cause aggravation to other visitors.
- Darts and table tennis are usually available in the barn. Visitors are requested to ensure children are correctly supervised in view of the inherent dangers and that the facilities are used properly
- Ball games are not to be played where it is possible to affect or annoy other visitors or cause damage and so ball games are not allowed on the campsite pitches. Visitors must ask the proprietors where ball games are allowed.

The Proprietors reserve the right to amend or change these General Rules at any time.