

Le Grand Buisson

BOOKING CONDITIONS

We the Owners of Le Grand Buisson are responsible for the administration of your booking. 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 Owners. These Conditions set out the basis of your contract with the us. 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 us for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. When we have issued a written confirmation to you, this signifies that we have entered into a contract with you, which is subject to these Conditions. When you receive your confirmation the details must be checked carefully. If anything is not correct, you should tell us immediately.

2. PAYING FOR YOUR PROPERTY

When you book your property you should pay the deposit by sending a cheque to us. Providing the booking can be confirmed, we will then send your written 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 us no later than 6 weeks before your arrival date at the property. However, if you book less than 6 weeks before your arrival date, payment of your total holiday cost is due straightaway.

3. CANCELLATIONS OR CHANGES TO YOUR BOOKING BY THE OWNERS

We do not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, we will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practicable, explain what has happened and inform you of the cancellation or change. If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, we will, as soon as reasonably practicable, offer the party leader a full refund of all monies paid to us.

4. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNERS (FORCE MAJEURE)

Except where otherwise expressly stated in these Conditions, we shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by us to perform or properly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonably control by us (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 by us) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) we will refund to you all monies paid 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 us.

5. WEBSITE / BROCHURE DETAILS

We aim to ensure that the information is accurately conveyed in the website/brochure and other promotional literature or material produced and circulated by us. However, the information and prices in the website / brochure /other material may have changed by the time your come to book. Whilst every effort is made to ensure the accuracy of the website / brochure/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of the property and arrangements

(including the price) with us at the time of booking. There may be small difference between the actual property and its description, as we 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, we will tell the party leader as soon as reasonably practicable. We cannot accept responsibility for any changes or closure to area amenities or attractions mentioned in the brochure. We make 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.

6. LIABILITY

We have no liability for any death or personal injury unless it results from our negligence or that of any employee / associate of ours (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, such personal property except where the damage or loss is caused by the negligence by us or that of any employee / associate of ours (providing they were at the time acting in course of their employment).

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 us once any change has been made. However, it is important to realise that a change of 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. We will advise the party leader if this is the case when the change is requested. The party leader must then inform us as soon as reasonably possible to whether you still wish to change your booking. If you advise us that you do or the party leader fails to contact us 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 minimum we 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 telephone your booking cancellation confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing. Refunds following cancellation are at the discretion of ourselves. Consideration for refunds of monies you have paid in respect of your booking will not be made in the event of cancellations made 4 weeks before departure.

8. YOUR PROPERTY

You can arrive at the property after 4 pm on the start date your holiday rental and you must leave by 10 am on the last day. If you fail to arrive by 12 noon on the day after the start date of your holiday rental and you do not advise the person whose details were given on the booking confirmation form of your later arrival, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation. A security deposit is required at the time of booking. This deposit will be refunded within 14 days of the end of your holiday rental (less any cost for breakages, damage etc if applicable – see below). 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 that has not previously been accepted by us. You are responsible to us 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 we can require payment from you to cover any such costs. We are entitled at our sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if we reasonably believe that any damage is likely to be caused, has been caused or is being caused by you or any members of 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 we will not 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, we are not under any obligation to find any alternative accommodation for you. You must not allow more people than the brochure/website states to occupy the property, neither can you significantly change the composition of the holiday rental party during your occupation of the property, nor can you take your pet into the property without notifying us first. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. If we do so, this 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 we will have no 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, we are not under any obligation to find any alternative accommodation for you. You must allow us and any representative of ours (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 we are 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 we are anxious that remedial action is taken as soon as possible. It is essential that you contact us or our representative immediately if any problems arise so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us or our representatives whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence.

10. LAW

The contract between you and us is subject to English law and no other. It is agreed that any dispute you may have with us will be dealt with by the Courts of England and Wales only unless you live Scotland or Northern Ireland in which case proceedings may be brought in the Courts of those countries.

11. YOUR RIGHTS

Your statutory rights are not affected by anything contained within these conditions.