



General Terms & Conditions

In these General Terms & Conditions "Guest(s)", "Party", "you" and "your" means all persons named on the Booking Form including anyone who is added or substituted at a later date. "We", "us", "our" and "Owner(s)" means one, other or both of the Owners: Neil Walker and David Higgins. We will send all communication and correspondence to the first named person on the Booking Form as long as they are over 18 years of age.

1. The Rental Accommodation

The property known as Domaine de La Banne refers to the Chambre d'hôtes and the Gîte which, combined, can be rented as a single property. This accommodation is offered for holiday and longer term rental (maximum 90 days) subject to confirmation by the Owner(s). The name Domaine de La Banne is a raison sociale used for marketing purposes only and is not a registered company name.

2. Swimming Pools

The two swimming pools are open May - September (dates may vary subject to weather conditions):

- (i) Our private pool. Chambre d'hotels Guests have exclusive use of this pool from 08:00-11:00 and 16:00-18:00. It is not available for use at other times.
- (ii) A private pool for Gîte Guests.

3. Terms: Chambre d'hôtes

Guests will receive an invoice with Terms. Receipt of the initial payment is acceptance of those Terms.

4. Rental Agreement: Gîte

To comply with French regulations, we are obliged to issue Guests with a Rental Agreement. Without receipt of the signed Agreement and the initial payment, the booking remains unconfirmed and the dates requested will remain available.

5. Rates, minimum nights & VAT

Rates: as detailed on our website www.labanne.fr unless other rates are agreed in writing.

Minimum nights stay: as detailed on our website.

- Chambre d'hôtes: minimum nights stay varies according to the season.

- Gîte: minimum nights stay varies according to the season.

During the peak Summer season, a Saturday - Saturday check-in/check-out applies for the gîte.

During the non-peak seasons, gîte guests can check-in/check-out on any day.

VAT: The French government does not currently require 10% VAT to be charged on our rates. If this changes, and the government introduces a VAT requirement, VAT will be applied. We cannot be held responsible for future governmental taxes or levies not known at the time of the reservation.

6. Tourist taxes (taxe de séjour)

Rates are exclusive of all tourist taxes (taxe de séjour). These are payable in Euros on arrival.

7. Reservations

Complete the online Booking Form.

8. Payments - Chambre d'hôtes

8.1 A 50% initial payment is required to confirm the reservation. Payable once your reservation request has been accepted in writing by the Owner(s).

8.2 On receipt of your initial payment, we will confirm your reservation by email.

8.3 The 50% balance of payment is due 2 weeks before the arrival date.

8.4 If the balance has not been received 2 weeks before the arrival date, the Owner can cancel the reservation and retain the initial payment.

8.5 Full payment is required if the reservation is within 2 weeks of the arrival date.

9. Cancellation Policy - Chambre d'hôtes

- 9.1 For cancellations made up to 4 weeks before the arrival date, a full refund of the initial payment will be made.
- 9.2 For cancellations made between 2 and 4 weeks before the arrival date, we will refund the initial payment only if we have been able to re-let the room for the same period and at the same rate:
- if the room is re-let at a lower rate and/or for a different period we will deduct this loss from the refund of your initial payment.
 - if we are unable to re-let the room, the initial payment will be retained in its entirety.
- 9.3 For cancellations made after the balance of payment has been received and within 2 weeks of the arrival date:
- we will refund the full payment only if we have been able to re-let the room for the same period and at the same rate.
 - if the room is re-let at a lower rate and/or for a different period we will deduct this shortfall from your full payment.
 - if we are unable to re-let the room, the full payment will be retained.
- 9.4 If, for any reason, Guests leave the Property before the departure date, no refund will be given.

10. Payments - Gîte

- 10.1 An initial payment of 25% of the Rental rate is required to confirm the reservation. Payable once your reservation request has been accepted in writing by the Owner(s).
- 10.2 On receipt of your initial payment and the signed Rental Agreement, we will confirm your reservation by email.
- 10.3 The 75% balance of the rental rate is due 8 weeks before the arrival date.
If the balance of payment has not been received 6 weeks before the arrival date, the Owner(s) can terminate the Rental Agreement and retain the initial payment.
- 10.4 The Security Deposit (Clause 11) is due 1 week before the arrival date if paid by bank transfer. If paying by cheque, the Security Deposit is due 8 weeks before the arrival date. This allows sufficient time for the funds to be cleared into our bank account.
If the Security Deposit has not been received before the arrival date, the Owner(s) can terminate the Rental Agreement and retain any other payments already made.
- 10.5 Full payment of the Rental rate is required if the reservation is within 8 weeks of the arrival date.

11. Security Deposit - Gîte

- 11.1 **For EU and non-EU Guests (excluding UK) - Payable into our French bank account.**
2 bedrooms: €400 security deposit.
3 bedrooms: €500 security deposit.
Refunded within 7 days after date of departure subject to any deductions for damages or other costs incurred.
- 11.2 **For UK Guests - Payable into our UK bank account.**
2 bedrooms: £350 security deposit.
3 bedrooms: £450 security deposit.
Refunded within 7 days after date of departure subject to any deductions for damages or other costs incurred.

12. Cancellation Policy - Gîte

- 12.1 For cancellations made up to 8 weeks before the arrival date, we will refund the initial payment only if we have been able to re-let the accommodation for the same period and at the same rate:
- if the accommodation is re-let at a lower rate and/or for a different period we will deduct this loss from the refund of your initial payment.
 - if we do not succeed in re-letting the accommodation, the initial payment will be retained in its entirety.
- 12.2 For cancellations made after the balance of the rental rate has been received and within eight weeks of the arrival date:

- we will refund the full payment only if we have been able to re-let the accommodation for the same period and at the same rate.
- if the accommodation is re-let at a lower rate and/or for a different period we will deduct this shortfall from your full payment.
- if we do not succeed in re-letting the accommodation, the full payment will be retained.

12.3 If, for any reason, Guests leave the Property before the departure date, no refund will be given.

13. COVID-19 Cancellation Policy

If, due to COVID-19, the French government either closes Domaine de La Banne or restricts travel in France for the reason of going on holiday, then you can either rebook at the rate for the new period or receive a full refund, whichever you prefer.

Guests must ensure they have taken out Holiday/Travel/Health Insurance which covers them for COVID-19 related issues including cancellations, travel restrictions, early return, illness or extended stays as a result of illness or exposure to COVID-19.

14. Payment Methods

14.1 All payments to be made in Euros (**except the Security Deposit for UK Gîte Guests**).

14.2 Payment can be made either via a bank transfer or a cheque payable in Euros. We will provide details of our bank account(s) when your reservation is confirmed.

If paying by cheque, the funds will be deemed to have been received once they have been fully cleared into our bank account. For our French bank account this can take up to 6 weeks. If the funds are not cleared, then immediate payment will be required via bank transfer in order to secure the reservation otherwise the Owner(s) can cancel the Rental Agreement and retain any monies already paid with the exception of the Security Deposit which will be refunded in full.

14.3 For late reservations an electronic bank transfer is required.

14.4 For reservations taken on the day of arrival full payment in cash (Euros) is required.

14.5 We encourage the use of secure bank transfer for all payments.

14.6 We are sorry that we cannot take payment by credit or debit card.

15. Cancellations by the Owner(s)

If, for any exceptional reason, the Owner(s) cancels the reservation, a full refund will be given to the Guests. Any liability resulting from cancellation by the Owner, for any reason, is strictly limited to the total sum paid by the Guests to the Owner(s).

16. Fiche Individuelle de Police des Touristes Etrangers (Individual Police File for Foreign Tourists)

Under French law, non-French nationals are required to complete a Fiche Individuelle de Police des Touristes Etrangers. This information will only be released if requested by the French police or legal authorities. After 6 months, this information will be securely destroyed.

17. Modifications

We reserve the right to make modifications to the property specification that are considered necessary in light of operational requirements. In the interest of continual improvement we reserve the right to alter furniture, amenities or facilities, either advertised or previously available, without any prior notice.

18. Privacy Statement & Use of Your Details

We only request personal information which is relevant and essential to process your reservation and to ensure that your stay at Domaine de La Banne is enjoyable and safe. We will never share your personal details, including contact information, with any third party, agency or company without your express written permission unless we are required to do so by legal or statutory bodies in order to comply with French or International law. If, at any time, you wish to know which of your details we hold on file please email Neil at neil@labanne.fr or David at david@labanne.fr

We will only communicate directly with the individual making an enquiry or reservation via the email, postal address or telephone number(s) provided by them unless they give written permission to communicate with a third party and provide, in writing, the third party's contact details.

We may, from time to time, send you information regarding Domaine de La Banne including details of special offers or discounts. If you do not wish to receive such information, please inform Neil via email at neil@labanne.fr or David at david@labanne.fr

19. Insurance

Details about Insurance are in the Terms (Chambre d'hôtes) and in the Rental Agreement (Gîte).

20. Guest Agreement to General Terms & Conditions

By completing and submitting the online Booking Form, Guests have agreed to the above terms and conditions including those relating to Payments, Security Deposits and Cancellations.