



The majority of properties offered by French Coast Villas (Brittany Travel and Susan Paradise) are contracted by us directly with the Owner and our 'Standard' terms and conditions apply.

Some bookings are for properties contracted through an approved local Agent and in these cases 'Agency' booking terms and conditions will apply. Your invoice will include the relevant contract.

If you are in any doubt or would like further clarification, please contact us on 0345 230 1330.

## AGENCY BOOKING TERMS & CONDITIONS

In order to provide the best possible range of properties, we have developed a limited number of relationships with specialist local Agencies whom we have personally vetted and approved.

Reservations for properties locally managed by these Agencies will be through a contract with that Agency and they in turn will be responsible for your relationship with property owner. However, we will continue to give our customers exemplary service and will always be here to help you solve any problems, be it before, during or after your holiday.

## AGENCY BOOKING TERMS AND CONDITIONS FOR SELF-CATERING ACCOMMODATION BOOKED THROUGH BRITTANY TRAVEL AND/OR SUSAN PARADISE

The following booking conditions form the basis of your agreement with French Coast Villas Ltd, trading as Brittany Travel and Susan Paradise. Please read these carefully as they set out our respective rights and obligations.

Please note: French Coast Villas acts only as an agent in respect of this booking we have taken and/or made on your behalf. We accept no liability in relation to any contract you enter into or for any accommodation or other services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements.

For all arrangements your contract will be with the supplier(s) of those arrangements. The terms and conditions of the supplier(s) of your confirmed arrangements will also apply to your booking. These terms and conditions may limit and/or exclude the supplier's(s') liability to you.

Copies of these conditions (if any) are available on request from us. In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means French Coast Villas Ltd trading as Brittany Travel and/or Susan Paradise.

A minimum deposit of 25% of the total cost of the booking (or full payment if booking within eight weeks of departure) must be paid at the time of booking. The balance of the cost of your arrangements must be received by us not less than 8 weeks prior to the date your arrangements are due to start. This date will be shown on the confirmation statement. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume on behalf of the supplier(s) concerned that you wish to cancel your booking. In this case you must pay the cancellation charges shown in clause 4 depending on the date we (on behalf of the supplier(s) concerned) reasonably treat your booking as cancelled.

### 1. Making a booking

The first named person on the booking (the 'party leader') must be authorised to make the booking on the basis of our booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read our booking conditions and agree to them on behalf of all members of your party. All bookings are subject to our booking conditions.

Subject to the availability of your chosen arrangements, we will confirm your booking on behalf of the supplier(s) concerned by issuing a confirmation statement or invoice. This confirmation will be sent to the party leader. Please check this carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

### 2. Payment

### 3. Your contract

Once we have received your payment we will issue a confirmation statement on behalf of the supplier(s) of your chosen arrangements, at which point a binding contract comes into existence. You and we both agree that English Law (and no other) will apply to any and all agreements you have with us and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description which arises between us must be dealt with by the Courts of England and Wales.

#### 4. Alteration or cancellation by you

If you need to cancel a confirmed booking you must contact us by email (or letter). Your notice of cancellation will only be effective when it is received by us (on behalf of the supplier(s) concerned). As our suppliers may incur costs from the time your booking is confirmed, cancellation charges may be payable. The cancellation charges are based on the number of days before your confirmed arrangements are due to start that we are advised of your cancellation.

Generally you can expect the following cancellation charges to apply. Period before departure within which written notification of cancellation is received by us:

- \* Prior to issue of final statement: Deposit only. \* Eight weeks prior to rental commencement date: Total accommodation price.
- \* Within 4 weeks of departure: Total holiday price.

It is essential you have effective travel insurance to cover you against these costs (please also see clause 16).

#### 5. Other changes by you

If you wish to make a change to a confirmed booking, the supplier will generally be happy to do so, so far as is practicable, but not usually within 56 days of arrival. You may however have to pay an administration fee together with any other costs incurred or imposed by the supplier in making the change. However after that date any changes will be treated as a cancellation and will be subject to the charges shown above.

#### 10. Swimming Pools

Where swimming pools are protected by fence and gate, cover or alarm, it is your responsibility to ensure that the swimming pool protection is correctly used at all times. You must be vigilant at all times when infants or non-swimmers are in your party, even when swimming pool protection is in place.

#### 11. Complaints

We hope you will have no reason to complain but if you do, please bring it to the attention of the supplier(s) of the arrangements concerned promptly. Most problems can be resolved on the spot. If the matter is not dealt with to your satisfaction, please contact our head office in the UK by telephone or email so that we may be able to help you promptly. If you leave it until you vacate the accommodation, we may not be able to help you at all. If the matter cannot be settled whilst you are on holiday, please contact us in writing as soon as you return home, giving your booking reference number. We will liaise with the supplier(s) concerned to try and resolve your complaint and will respond as soon as possible but please note that as an agent, any assistance we provide will be on a goodwill basis only. Local events may take place in the vicinity of any property increasing noise levels temporarily but neither we nor the supplier can accept responsibility for any disruption caused.

#### 12. Passports Visas and Health Advice

Unless you tell us otherwise, we are entitled to assume that all members of your party are EU citizens who hold or will hold full EU passports prior to travel, or that you will have a visa to enter France. All passports must be valid for at least three months beyond the date of your return. EU citizens currently do not require a visa to enter France. If you or any member of your party is not an EU citizen or holds a non EU passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. At the time of printing there are no specific health requirements for EU citizens travelling to France. It is your responsibility however to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Passport visa and health requirements can and do change however and you must check the up to date position in good time before departure. Neither we nor the supplier can accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation.

#### 13. Accommodation

Your confirmed accommodation can only be occupied by those persons named on the booking or subsequently advised and confirmed by us on behalf of the supplier concerned prior to the commencement of your holiday. In addition, suppliers generally require clients to comply with certain conditions of occupancy, and you can expect the following to apply:

- The number of occupants must not exceed the maximum occupancy indicated.
- If additional people are found to be in occupation, the supplier may terminate the contract immediately and require all occupants to leave. No refunds shall be due in these circumstances and we and the supplier will not pay any expenses costs (including return travel costs) or losses you may incur as a result.
- Generally suppliers will not permit tents in the grounds of the rental property.
- The accommodation will be cleaned prior to your arrival and should be left in the same condition at the end of the holiday, unless a local

cleaning charge has been added to the booking.

- You agree not to bring pets or other animals into the accommodation unless specifically authorised to do so, nor to smoke in the property. • Time of arrival at the accommodation is usually between 4pm and 7pm. It may be possible to arrive after 7pm at some properties but this is strictly by advance arrangement directly with the accommodation supplier. If you are delayed in arriving, it may not be possible to arrange access until the following day. Any costs incurred as a result are your responsibility.
- You must vacate the accommodation by 10am on the day of departure.

#### 6. Alteration or cancellation by the supplier

In the event that your confirmed arrangements subsequently become unavailable and the supplier concerned is unable to offer you acceptable alternative arrangements, we will on behalf of the supplier concerned refund to you all monies you have paid for the confirmed arrangements. The supplier will not however have any further liability towards you (including the payment of compensation or expenses you may have incurred). If you would like us to, we will try to assist you to find alternative accommodation. If the alternative accommodation is more expensive, you must however pay any additional costs. If it is less expensive than that originally booked you will of course be refunded the difference in price. As we act as agents only, any assistance we provide will be on a goodwill basis only. We regret we cannot accept any liability in the event of any change to or cancellation of your confirmed arrangements. N.B. As we only act as an agent we may not be notified of any changes before you travel, however, where we are, we will tell you as soon as possible. We make all reasonable efforts to ensure that the descriptions provided are correct but we cannot accept responsibility for any errors in descriptions where those errors have been made by a supplier.

#### 7. Price

The contract public prices on our main UK website are set in Pounds Sterling (GBP). Suppliers reserve the right to increase or decrease the prices of unsold accommodation at any time. Once the price of your arrangements has been confirmed at the time of booking and your confirmation statement has been issued it will not, subject to the correction of errors, be increased or decreased except in the following circumstances: we and our suppliers reserve the right to increase prices at any point after your confirmation statement has been issued until your holiday balance has been paid in the event of any costs increasing as a result of any changes in any applicable Government taxes and/or levies. Furthermore, as we act only as agent for the supplier(s) of the accommodation we feature, we reserve the right to pass on to you in full all additional costs and charges of whatever nature imposed by the supplier(s) concerned, in accordance with its own terms and conditions.

#### 8. Our Responsibility

French Coast Villas acts only as an Agent in respect of this booking we take and/or make on your behalf (see introductory paragraph above for further details). As Agent, our responsibilities are limited to making your booking in accordance with your instructions. In the event of our failing to do so or your otherwise proving liability on our part (on whatever basis), our maximum liability is limited to the commission we are entitled to in relation to the services concerned in the event of your suffering loss or damage as a result. We do not exclude or limit our liability for death or personal injury which arises as a result of our

negligence or that of our employees whilst acting in the course of their employment .

#### 9. Force Majeure

Except where otherwise expressly stated in these booking conditions, the supplier of your confirmed arrangements cannot accept liability or pay any compensation where the performance or prompt performance of any obligations to you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which the supplier(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, oil slicks and all similar events outside the supplier(s) control.

#### 14. Behaviour

When you book through us, you accept responsibility for any damage or loss caused by you or any member of your party . You should ensure you have appropriate travel insurance to protect you if this situation arises. (Please also see clauses 15 and 16 below). If in the reasonable opinion of any accommodation supplier, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, that supplier is entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation . The supplier will not have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and the supplier will not pay any expenses or costs incurred as a result of the termination. Please note: you must respect local laws concerning noise. French Law prohibits noise and disturbance after 10pm.

#### 15. Security Deposits

A security deposit is also required for each booking .The amount, when it should be paid and any other administration issues will be

summarized in statements and details included in your statements and/or arrival instructions. Where we accept the security deposit from you we do so as Agent for the supplier. The supplier (or us on behalf of the supplier) will only return a security deposit after the accommodation has been inspected at the end of your stay. The security deposit will be returned following departure and normally within 28 days after the holiday (depending on the supplier's policy). Should any damage be caused to the accommodation or its contents, any extra cleaning be required, or any supplementary charges remain unpaid, you will be required to reimburse the cost of repair or pay for any replacement items or extra cleaning required. Such costs will be deducted from the security deposit. The insurance that you arrange for your holiday must cover you and all of your party for your own liability and against losses arising from damages and breakages .

~~As Agent we do not and will not get involved in any disputes between you and the supplier involving security deposits.~~

#### 16. Insurance

We consider it essential that you have adequate travel insurance in place when you make your booking through us. Your travel insurance must at least cover:

- Personal injury and illness
- Theft of money and personal belongings
- Cancellation of the holiday
- Late arrival and additional costs incurred as a result

Please note that some suppliers will not permit entrance to the property unless you can show them your valid insurance documentation. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

# Standard Booking Terms & Conditions

We have kept these conditions as brief as possible and have written them in clear English. No other terms or conditions will apply.

## 1. Booking

The first named person on the booking (the 'party leader') must be authorised to make the booking on the basis of our booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read our booking conditions and agree to them on behalf of all members of your party. All bookings are subject to our booking conditions.

## 2. Confirmation

A booking will only be deemed to have been confirmed after receipt of the appropriate initial payment. Written confirmation will be issued.

## 3. Payment

The balance of the holiday cost is payable no later than 8 weeks prior to departure. If payment is not received by the due date we reserve the right to treat this as a cancellation under the conditions of section 7.

## 4. Amendments and Special Requests

Amendments and special requests must be notified to us in writing otherwise we will not accept responsibility for any errors or omissions on our part.

## 5. Insurance

We expect you to take out personal insurance, evidence of which must be forwarded to us.

## 6. Prices

In the event of significant currency fluctuations, we reserve the right to make a surcharge. If the surcharge is greater than 10% of the cost of the property rental, you will be entitled to cancel your holiday and receive a full refund of the rental. Ferry refunds are subject to the terms and conditions of the Operator.

## 7. Cancellations

In the unfortunate event that you have to cancel your booking, please advise us in writing

Cancellation charges are then made as follows:

- Prior to issue of final statement - Initial Payment only
- After issue of final statement - Total accommodation price
- Within four weeks of departure - Total holiday price

Depending on the reason for cancellation you may be able to reclaim these charges under the terms of your insurance policy.

Due to circumstances beyond our control it may be necessary to cancel or alter your holiday. In such circumstances we will offer you a comparable alternative or a full refund of all rental monies paid should the alternatives offered be unacceptable. A partial refund will be made if the revised accommodation is a lower price.

## 8. Letting Conditions

- Keys will be available from 4pm to 6pm on the day of arrival. In the event that these times cannot be adhered to alternative arrangements will be made.
- The maximum sleeping capacity must not be exceeded under any circumstances. No tent, caravan or camping car may be set up within the boundaries of the property.
- Any changes to the party size or members specified with your booking confirmation, even if within the capacity of the property, must be agreed and be confirmed in advance.
- Clients must respect the internal rules and regulations particular to the property and use only parking spaces and/or garages specifically described in the particulars.
- Each property is equipped with crockery, kitchen utensils, pillows, bedding, blankets or duvets sufficient for the number of occupants. (Please note that pillows may be French style square or bolsters). Any query concerning the inventory or condition of the property must be made within 24 hours or in the event of any complaint relating to the standard of cleanliness, as soon as possible.

f. Properties are generally built, furnished and equipped to French standards. Neither the owner nor French Coast Villas Ltd. shall be liable for any non conformance to UK specifications or safety standards.

g. Neither the owner nor French Coast Villas Ltd. shall be liable for any defect in or breakdown of any mechanical electrical or any other item of equipment, goods or property including the property itself or the swimming pool, but shall on receipt of notice of the same use their best endeavors to effect repair or replacement within a reasonable time and the client shall not be entitled to any compensation whatsoever in respect thereof.

h. Neither the owner nor French Coast Villas Ltd. shall in any way be liable for the appearance in the property of vermin, rodents or other animals or insects which generally frequent the French countryside, but every reasonable effort shall be made to limit or eradicate when notified of their presence.

i. On departure a visit will often be carried out in the client's presence. If no prior appointment is made, the visit may be carried out after the clients' departure. The property must be left reasonably clean. A claim may be made for damage or lack of reasonable cleanliness discovered on or immediately after departure.

j. A damage deposit is usually payable in advance. Cost of damage, breakages or lack of cleanliness will be explained and reasonable charges deducted without prejudice from the deposit. There may be local charges for linen, TV hire, gas, electricity, water or telephone. Deposits will be repaid at the conclusion of the holiday, usually within fourteen days. It may be necessary to delay this should estimates or invoices for replacements be necessary.

k. Keys are returnable by 10am on the day of departure. Failure to achieve this may give rise to an additional charge equivalent to one day's rental.

l. In the event of early departure no rental is refundable.

m. Where applicable, the client undertakes to pay the visitors tax to any person empowered by the local town council to collect same (Statutory instrument No 82 986 of 16 November 1982).

## 9. Complaints

If there is any reason for complaint please contact our local representative as soon as possible. If matters are not resolved quickly you should then notify us by telephone or e-mail. If complaints do not follow this procedure we will not accept any liability after your return home.

## 10. Ferry Services

The ferry services offered by French Coast Villas Limited are done so under the terms and conditions of the relevant carrier. The carriers may limit or exclude certain conditions of their liability and do not assume any responsibility for the details given. We in turn cannot be held responsible for any aspect of the holiday outside our direct control.

## 11. Web Site

The information given on the web site has been compiled with all reasonable care and is published in good faith. We have done our best to ensure accuracy and that none of the facts given is knowingly false or misleading. However, neither we nor our agents can be held liable for changes which occur without our knowledge and therefore outside our reasonable control.

## 12. Refunds

Where these are due in respect of ferry crossings they will be limited to those agreed by the Ferry Company concerned.

## 13. Liability

Under all circumstances the liability of French Coast Villas Limited is restricted to the monies paid in respect of the booking.

## 14. Jurisdiction

This contract and all matters arising out of it are governed by English law and subject to the exclusive jurisdiction of the Courts of England and Wales.

## 15. Breakage Deposits

Will be refunded as appropriate to the Party Leader as indicated in the Booking Form unless instructed otherwise in writing.