



Lieu-dit La Banne, 24170 Sagelat, France +33 (0)5 53 29 78 85 / +33 (0)6 78 79 25 79 info@labanne.fr

Terms & Conditions

In these Terms & Conditions, "you" and "your" means all persons named on the Booking Form including anyone who is added or substituted at a later date. 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. "We", "us", "our" and "Owner(s)" means one, other or both of the Owner(s): David Higgins and Neil Walker.

1. The Rental Property

- 1.1 The property known as Domaine de La Banne refers to the **Chambre d'hôtes** and the **Gîte**. This accommodation is offered for holiday and longer term rental 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.

It should be noted that the we live on-site adjacent to the rental accommodation. **We have two dogs**. If they disturb you, please let us know. They never refuse food and we ask that you **do not** feed them.

- 1.2 The rental accommodation is fully furnished and equipped to a high standard.
- 1.3 The rental prices include bed linen; duvets; throw blankets; pillows; extra pillows; bath and hand towels; pool towels (**see Clause 15**); toilet rolls; gas; electricity; water and free Wi-Fi.

For the **Chambre d'hôtes** the rental price also includes breakfast; tea and coffee making facilities; tea, coffee, fresh milk and bottled water.

For the **Gîte**, the rental price includes gas for the BBQ; a supply of eco and fosse friendly cleaning products, detergents and dishwasher tablets; essential pantry items; waste and recycling bags.

For the **Chambre d'hôtes** the hot water is heated via a gas boiler.

For the **Gîte** the hot water is heated by a separate electric water tank.

Both properties have gas central heating which is centrally controlled via a timer on the gas boiler servicing both properties.

Both properties have thermostatic controlled radiators.

The water in the property is safe to drink.

- 1.4 For your safety the properties are equipped with a fire extinguisher, first-aid kit, smoke detectors and exterior lighting.
- 1.5 Guests are requested to **read the information booklet** in their accommodation. It contains details of emergency procedures and contact numbers and useful information about the property and local area to help you enjoy a safe stay.

- 1.6 There are garden areas for you to enjoy. The property is surrounded by agricultural land owned by us which is farmed and maintained by local farmers. Please respect the boundaries between the gardens and agricultural land and do not enter the farmed land.
- 1.7 There is a low voltage electrified fence around our vegetable garden. This will be pointed out on arrival but please be careful when walking near that area.
- 1.8 At any given time there may be a mix of **Chambre d'hôtes** and **Gite guests**. Please consider one another and respect each other's privacy. Each set of guests have private areas to use and we are committed to ensuring that all of our guests enjoy their stay.
- 1.9 We have two sets of neighbours close yet far enough away to guarantee you privacy. We ask you to consider them and to ensure they are not disturbed.
- 1.10 Please respect and do not disturb the wildlife and birds which live on and around the property.
- 1.11 Please park in the designated areas assigned to guests.
- 1.12 Any non-incidental, deliberate or excessive damage to the rental accommodation, its contents, other parts of the Owners' property and the swimming pools, caused by negligence, misuse or theft will be charged for and reclaimed from the Guests.
- 1.13 If you lose or misplace any key(s), please notify us immediately. We will give you a new key and, if necessary, arrange for a new lock to be fitted. We reserve the right to charge Guests for any costs associated with the loss of key(s).
- 1.14 The Owners reserve the right to refuse admission, or to ask Guests to leave the property, as a result of any anti-social behaviour without the need to refund part or all of any monies paid by the Guests.
- 1.15 Please ensure that all doors and windows are fastened securely in place so that they don't slam or cause damage.
- 1.16 Please advise us of any breakages or damage as soon as is practicable.
- 1.17 Please do not wear high heels or muddy footwear in the **Gite**.
- 1.18 Please keep music and noise to an acceptable level so that others aren't disturbed.
- 1.19 Fires or the burning of wood in the grounds and gardens is not permitted.
- 1.20 The parking of caravans/pitching of tents at the property is strictly forbidden.
- 1.21 Bicycles can be stored in the Owners' property at the Guests' risk.

2. The Owners Property

- 2.1 Guests are not permitted to enter the Owners' home or make use of our private possessions or equipment without pre-agreement with, or by invitation from, us.

3. Guests & Pets

- 3.1 The **Chambre d'hôtes** is rented for a maximum of 2 people.
The **Gite** is rented for a maximum of 4 people.
Subject to availability, **the upper level gite and the chambre d'hotels room** can be rented as a **3 bedroom barn conversion** (maximum 6 people). **In this case the rental conditions for the Gite will apply.**
- 3.2 Additional guests or visitors are only allowed by prior agreement. We reserve the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded.

- 3.3 The property is not suitable for people with disabilities or those who are unable to climb the stairs leading up to the **Gite** entrance.
- 3.4 The property is not suitable for children under 15 years of age.
- 3.5 We are sorry that we cannot take pets. The arrival of guests with a pet will result in them being turned away with immediate forfeiture of all payments.

4. Arrivals & Departures

- 4.1 We welcome all guests on arrival and will be present on the day of departure.
- 4.2 **Chambre d'hôtes** guests may arrive from 15:00 on the day of arrival. Please vacate the room by 10:00 on the day of departure.

Gite guests may arrive from 16:00 on the day of arrival. Please vacate the gite by 10:00 on the day of departure.

This allows the Owner(s) time to carry out a full cleaning of the property and to conduct inventory checks to ensure the property is ready for our next guests.

- 4.3 If your arrival is delayed please inform us as soon as possible.
- 4.4 By prior arrangement, luggage may be left with the Owner(s) for safe keeping for an earlier drop-off on the day of arrival or for later collection on the day of departure.

5. Room & Cleaning Service

- 5.1 The rental price includes room servicing and cleaning services as detailed below.
- 5.2 For the **Chambre d'hôtes**, we will service the room daily from 10:30. If you would prefer us not to carry out this service, please let us know.

For stays of more than seven nights we provide a full cleaning service including changing bed linen, towels and pool towels.

- 5.3 For the **Gite**, we carry out a full cleaning service for stays of more than seven nights including changing bed linen, towels and pool towels.
- 5.4 There is no additional fee for end of stay cleaning unless there is a need for a deep clean or bed linen and/or towels require specialist or professional cleaning.
- 5.5 Replacement linen and towels are free of charge so please let us know if an item is marked. The longer it is left, the harder it will be to remove the stain. If it cannot be removed there may be a charge for the cost of replacement so it makes sense to bring it to our attention as quickly as possible.

6. Damages or Additional Cleaning Costs

- 6.1 The properties are maintained and cleaned to a high standard. Before departing Guests must ensure the properties are left in the condition they were found.

If, for any reason, there is excessive damage or professional cleaning is required in the **Gite**, the Owners reserve the right to deduct any additional fees or costs from the Damages Deposit and to charge any additional costs to the Guests if the Damages Deposit is insufficient to meet these costs.

For the **Chambre d'hôtes**, the Owners reserve the right to charge Guests for any additional fees or costs relating to excessive damage or professional cleaning costs if required.

In these circumstances, the Owners will provide photographic and/or documentary evidence and quotes to substantiate any deductions or additional costs.

7. Breakfast - Chambre d'hôtes

7.1 Breakfast is served under cover of the poolside abri between 08:00 and 10:00. Earlier breakfast times can be arranged by prior agreement.

7.2 During Autumn and Winter seasons or when the weather is inclement, breakfast is served in our farmhouse kitchen.

7.3 If preferred, breakfast can be delivered to your room.

7.4 Guests are required to inform the Owner(s) of any food allergies or dietary requirements at the time of booking.

8. Welcome basket & complimentary wine

8.1 A complimentary bottle of wine is provided in the **Chambre d'hôtes**.
A welcome basket is provided in the **Gite**.

8.2 Items may vary according to the time of year and may include home grown produce. These are a Free of Charge Gift from us so no discount can be provided if they are not required.

9. Eco & Fosse Septique friendly products

9.1 The property is serviced by a fosse-septique (septic tank).

9.2 We provide eco and fosse friendly products including toilet rolls, dishwasher tablets, detergents and cleaning products to help preserve the environment and the fosse. It is important that no sanitary products, condoms, prophylactics or tissues are flushed down the toilets. In fact, **anything other** than French, fosse compatible toilet paper should not be flushed down the toilet.

9.4 If you need to purchase additional cleaning materials or other products please ensure they are eco and fosse friendly. If in doubt, please ask us and we'll be happy to advise.

9.5 We request that you do not use any other products and observe the rules regarding the disposal of materials which are not fosse friendly.

9.6 We ask **Gite** guests not to pour any oils and grease down the sink or drains as this can cause problems with the fosse. Grease and oils should be soaked up with kitchen roll and placed in the black bags.

9.7 **DO NOT USE BLEACH or BLEACH PRODUCTS.**

9.8 We reserve the right to charge guests for any costs incurred relating to damage or blockages caused by the inappropriate disposal of non-fosse friendly items.

10. Rubbish Disposal & Recycling - Gite

10.1 Rubbish and recycling bins are in the utility room. They are clearly marked to help you sort rubbish. The authorities are strict about rubbish disposal and recycling so please observe these guidance notes.

10.2 In your **information booklet** you will find further details about rubbish disposal and the location of the local déchetterie (waste collection points).

10.3 There is a small compost bin in the gite and a larger one in the utility room. Please use these for any non-cooked food items and other green or compostable materials.
Please do not include any cooked items, partially eaten food or items covered in oil, mayonnaise or other products in the compost bins.

11. Rubbish Disposal & Recycling - Chambre d'hôtes

We will remove any rubbish as part of the room servicing. If you do not require room servicing, please leave any rubbish outside your room or tell one of us and we will dispose of it appropriately.

12. **Swimming Pools - General**

- 12.1 The pools are open April - October (dates may vary subject to weather conditions).
- 12.2 The Owner(s) cannot be responsible for low water temperatures.
- 12.3 The pools are not monitored and use of them is at your own risk.
- 12.4 The pools are fitted with electric covers which comply with French safety regulations.
- 12.5 When unattended, guests are responsible for covering the pools with the security covers to ensure the safety of others and animals. They also help maintain water temperature, reduce evaporation, keep the water clean and ensures wandering wildlife don't fall in, especially overnight!
- 12.6 **When opening the security cover please make sure the safety clips attached to the side of the pool which form part of the safety regulations are unclipped.** If you attempt to open the pool without unfastening these clips, they will snap.
- 12.7 **When closing the security cover please make sure the safety clips attached to the side of the pool are fastened securely in place.** This is an essential element of safety compliance. If they are left unfastened, the cover is not fitted securely and presents a risk should a person or an animal fall or step onto the security cover.
- 12.8 Full instructions on how to use the pool are given at the start of your holiday and we're always available to assist or answer any questions.
- 12.9 Guests are required to sign a disclaimer regarding use of the swimming pools before they or members of their party use either pool.
- 12.10 **Guests must shower using the solar heated poolside showers before entering the pools.** This is for hygiene purposes and prevents suntan lotions, oils and creams from staining and damaging the liners.
- 12.11 Please do not dive into the pool.
- 12.12 The pools must not be used or left uncovered overnight.
- 12.13 Please do not walk on the covers when they are in place
- 12.14 Younger people **must** be accompanied by an adult when using the pool.
- 12.15 **Glass must not be taken near or into the pool.** Broken glass presents a danger to others and risks damaging the pool requiring it to be drained.
- 12.16 Please use the plastic glasses and plates provided for the consumption of food or drinks around the pool.
- 12.17 Please do not take any drinks or food **into the pool** irrespective of whether or not they are in a plastic container.
- 12.18 Please use the ashtrays provided if smoking near the pool.
- 12.19 Please **do not smoke IN the the pool.**
- 12.20 Please do not enter the pool rooms or use the controls on the overground heating systems.
- 12.21 Please do not use the robot cleaners as they work to programmed times. There are pool nets for additional cleaning if needed.

12.22 We reserve the right to recover costs incurred as a result of damage, misuse or breach of these guidelines.

13. Swimming Pool - Chambre d'hôtes

13.1 Chambre d'hôtes guests have exclusive use of the Owners' pool from 08:00 - 11:00 and 16:00 - 18:00. It is not available for use at other times.

13.2 We will ensure the pool is open early in the morning and will carry out any cleaning and maintenance.

13.3 The summer kitchen and BBQ alongside the Owners' pool is not available for guests' use.

13.4 The swimming pool and summer kitchen at the rear of the property is for **Gite** guests' private use only.

14. Swimming Pool - Gite

14.1 The Owners will ensure the pool is open early in the morning and will carry out any cleaning and maintenance.

15. Sunscreen

Some manufacturers now include certain chemicals and tints in their products which cause problems by staining towels, bed linen, pool cushions and the pool liners. Unfortunately, these stains cannot be removed. We ask that you do not use sun screen products labelled "BROAD SPECTRUM" or if they contain AVOBENZONE or BUTYL METHOXDIBENZOL or any products containing a tinting product that will come into contact with the bed linen, bathroom/pool towels, pool cushions or used in the pool.

We encourage good sun protection and would not wish to stop our guests from using broad spectrum sunscreen if they choose to do so. However, if you plan on using these products, please **bring your own** pool towels **and** shower with soap before coming into contact with the pool, bedlinen or towels.

16. Electrical Storms

Occasionally storms or very heavy rain affects the satellite TV reception causing it to be interrupted or lost. We may also receive a warning from our broadband provider to disconnect the Wi-Fi when storms are exceptionally bad because lightning can damage the Wi-Fi receivers. We will let you know if we have to do this.

17. Smoking Policy

Smoking is not permitted in the accommodation or in the swimming pools. However you may smoke in the gardens and outdoor areas. Ashtrays are provided for your use. Please ensure that all smoking materials are disposed of safely and appropriately.

18. Safety, Security & Valuables

Any valuables left at the property are left at your own risk. The Owner(s) are not responsible for any loss. Proper care must be taken against theft and burglary. Please ensure that all doors, windows and vehicle(s) are closed and locked when leaving the property, by the poolside or in the grounds. No refund can be given should you decide to vacate the property as a consequence of a burglary.

19. Insurance

We hold public liability insurance but we cannot be held responsible for loss or damage to your personal items, valuables, money or vehicle(s). Your insurance should also include liability cover for any damages to the gite or chambre d'hôtes room as a result of explosion; fire; water damage caused by you during the rental period. You are responsible for ensuring your insurance covers you for cancellation and travel disruption. We will not refund any monies paid relating to cancellation (outside of our cancellation policy) or if you have to end your stay early for any reason. Please ensure that you have adequate holiday, car and health insurance in place.

20. Reservations

20.1 Complete the online Booking Form after reading the Terms & Conditions.

21. Deposits & Final Payments - Chambre d'hôtes

21.1 A 50% deposit of the full cost of stay is required to confirm the reservation, payable once your reservation has been confirmed in writing by the Owner(s).

21.2 The balance of payment is due 2 weeks before the start date of your stay.

21.3 Full payment is required if the reservation is within 2 weeks of the start of your stay.

21.4 The nightly rate is inclusive of local tourist taxes.

22. Cancellation Policy - Chambre d'hôtes

22.1 For cancellations made up to 4 weeks before the reservation date, a full refund of the deposit will be made.

22.2 For cancellations made between 2 and 4 weeks before the reservation date, we will refund the deposit 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 for a different period we will deduct this loss from the refund of your deposit.
- if we are unable to re-let the room, the deposit will be retained in its entirety.

22.3 For cancellations made after full payment of the reservation, and this two weeks before the date of the stay:

- we will refund the 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 for a different period we will deduct this shortfall from your payment.
- if we are unable to re-let the room, the entire payment will be retained.

23. Deposits & Final Payments - Gite

23.1 A 25% deposit is required to confirm the reservation, payable once your reservation has been confirmed in writing by the Owner(s).

23.2 The balance of payment is due 8 weeks before the start date of your stay.

23.3 Full payment is required if the reservation is within 8 weeks of the start of your stay.

23.4 Local tourist taxes are payable in addition to the rental cost. Payable in cash (Euros) on arrival. The amount payable is based on the number of guests and will be confirmed at the time of confirming the reservation.

24. Damages Deposit - Gite

24.1 **For EU and non-EU guests (excluding UK)** a €400 damages deposit is payable at the same time as the final balance is paid. Payable into our French bank account. Repayable within 7 days after date of departure unless there are any damages.

24.2 **For UK guests** a £350 damages deposit is payable at the same time as the final balance is paid. Payable into our UK bank account. Repayable within 7 days after date of departure unless there are any damages.

25. Cancellation Policy - Gite

25.1 For cancellations made up to 8 weeks before the reservation date, we will only refund the deposit if we have been able to re-let the gite for the same period and at the same price:

- if the gite is re-let at a lower rate or for a different period we will deduct this loss from the refund of your deposit.
- if we do not succeed in re-letting the gite, the deposit will be retained in its entirety.

25.2 For cancellations made after full payment of the reservation and within eight weeks before the date of stay:

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

26. Payment Methods

26.1 All payments are to be made in Euros (except the damages deposit for UK **Gite** guests).

26.2 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.

26.3 For late reservations an electronic bank transfer is required.

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

26.5 We encourage the use of secure bank transfer for deposit and other payments.

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

26.7 We are aware of concerns regarding secure payments and welcome direct communication to ensure your booking is indeed with us. We can call you on any landline number that you may wish to provide. In this way there should be no confusion as to who you are dealing with.

27. Cancellations by the Owner(s)

In the unlikely event of a cancellation of your reservation by us we will process a full refund of all monies paid.

28. Liabilities

28.1 The Owner(s) cannot be held responsible for the breakdown of any mechanical equipment such as pumps, boilers, swimming pool filtration systems, WiFi, nor the failure of public utilities such as water and electricity. In the unlikely event of a problem we will do our best to correct the situation with as little inconvenience as possible.

28.2 The Owner(s) shall not be liable for any loss, breach or delay to beyond our reasonable control including, although not limited to "Acts of God", pandemics, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of the government or local authorities, strikes, lockouts, or other industrial actions or disputes or adverse weather conditions.

28.3 The Owner(s) cannot be held responsible for any injury, loss or damage to you personally, your belongings or your vehicles when using the accommodation, grounds, equipment or other amenities. The use of these amenities is entirely at your own risk and the Owner(s) accept no responsibility.

- 28.4 You must keep the property, furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the start of your holiday, and in the same state of cleanliness and general order in which it was found. Guests are responsible for the payment of any breakages, loss or damage to the property caused by them.
- 28.5 Without delay, please let us know of any defects to the property or breakdown in the equipment, plant, machinery or appliances and we will arrange repairs and/or replacement as soon as possible.
- 28.6 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.
- 28.7 Please inform us of any problem as soon as it becomes apparent so we have the opportunity to correct the situation.
- 28.8 From time to time we may need to undertake maintenance or carry out work including but not exclusive to grounds maintenance and will do so with minimal disruption to guests.
- 28.9 If maintenance work is required in the property or parts of it, we will arrange to do this by mutual agreement with yourselves.

29. 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.

We will only communicate directly with the individual making an enquiry or reservation via the email, postal address or telephone number(s) provided by that individual 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**

If, at any time, you wish to know which of your details we hold on file **please email Neil at neil@labanne.fr**

30. Extraordinary Events and Global or National Emergencies

During periods of extraordinary events, global or national emergencies, governmental or legal orders, Guests agree to abide by the rules, regulations or edicts issued by Law or the French (or other) Governments. If they fail to act accordingly they do so at their own risk and the Owners cannot be held responsible for their actions.

31. Guest Agreement to Terms & Conditions

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