

# Vallee Management Services Ltd.

## Terms and Conditions

THESE TERMS AND CONDITIONS CONTAIN KEY INFORMATION RELATING TO THE USE OF THIS VIVALLEE.COM WEBSITE FOR PROPERTY ENQUIRIES AND BOOKINGS. PLEASE READ THESE CAREFULLY PRIOR TO USE OF THIS WEBSITE. THEY CONTAIN IMPORTANT POINTS RELATING TO YOUR RIGHTS AND OBLIGATIONS AS WELL AS VARIOUS LIMITATIONS AND EXCLUSIONS.

THE USE OF THIS WEBSITE ENTAILS YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE WITH THEM PLEASE DO NOT USE THIS WEBSITE.

### Section 1. References and Abbreviations

Please refer to these definitions when reading the document

**'T&C'** refers to all terms and conditions contained in this document as a whole

**'Property'** - refers to the Gîte-Apartment which is the subject of your booking

**'Owner'** - refers to the owner of the holiday-let Property, or the person acting with authority on his/her behalf.

**'Concierge'** – refers to the representative of the Owner who assists with the management of your stay.

**'Party Lead'** - refers to the party member who makes the booking. 'You' refers to the Party Lead.

**'Your Party'** – refers to all individuals who form part of your booking

**'VMS' or 'VMS Ltd.'** - refers to the booking agent Vallee Management Services Ltd., 'We' refers to VMS.

**'Start Date'** – is the date your booking commences and you are due to arrive.

**'Rental Costs'** – refers to the total contracted accommodation costs which show on your confirmation

**'Supplementary Amounts'** – refer to any other service costs or security deposits

**'Full Refund'** – refers to the full and prompt return to you of all amounts you have paid related to Rental Costs and any **supplementary amounts**

**'Significant Change'** - A Significant Change is one having a major and disruptive effect on the availability and usability of the accommodation booked by you and something that is not covered by the Force Majeure terms. This may be the case if your apartment becomes unavailable, or certain rooms in the apartment need to be withdrawn from use by the Owner, for example to effect repairs. It may also be due to a mistake by VMS in the Booking Process. It does not cover the loss of amenities such as inoperable dishwasher.

### Section 2. Introduction

#### **2.1 Explanatory notes**

The following sections include some additional notes in *blue italics* that add some informal clarification to the intentions of these contractual T&C. All such text in italics is supplemental to and not an integral part of the T&C and is not therefore contractual.

#### **2.2 Eligibility and Liability**

This Vivallee.com website and its linked booking services are for the use of persons who are aged 18 or over, and its use or access by anyone under 18 is expressly prohibited. If you are using this website you are warranting that you are aged 18 or over; if you are not you must leave the site now.

When you make a booking you are accepting these T&C that form a legal contract between you and the property Owner.

If you are using this website you will be liable for all booking activity that you undertake.

#### **2.3 Party Lead**

All bookings must be in the name of an individual defined as the 'Party Lead'. These T&C are addressed principally to 'Party Lead. You take on responsibilities as defined in these T&C on behalf of all members of the party. You are responsible to being available for the handover of keys and the completion of the usual formalities such as meter readings both at the start and at the end of your stay.

We VMS do not take bookings by limited companies or other businesses.

If you will be arriving later than other members of the party or you need to terminate your stay earlier than other members of the party, you must contact VMS as soon as you reasonably can and propose an alternate as the named Party Lead. VMS have the right to accept the alternate but are not obliged to do so. If we are not informed of the change or if we do not agree to the change then the booking will be deemed to have been cancelled by the Party Lead and there will be no rights of occupancy.

*Note: We recognize that exceptional circumstances do arise from time to time, and if for example the Party Lead is unable to travel we will try to ensure that other members of the Party can still go ahead with their holiday, if they so wish. However for legal and liability reasons we must be sure in this situation that the replacement Party Lead is fully signed up to these T&C.*

## 2.4 Multiple Bookings

You may make multiple bookings and you may book multiple properties for concurrent or overlapping occupancy. If due to concurrent bookings, or for any other reason, you as Party Lead are not personally staying in one of the properties you book then you must ensure that there is a member of the travelling party in each apartment, the primary contact, who has read and understood these T&C and has agreed to be responsible for the use of the apartment consistent with them.

You must provide VMS Ltd or the Concierge with the name and contact details of this primary contact. You remain responsible overall for each booking you have made and for compliance with these T&C.

## 2.5 Events outside our Control - Force Majeure

Unless expressly stated otherwise in these T&C, neither VMS Ltd nor the property Owners cannot except any liability or pay any compensation where the performance of the obligation of the Owners under your booking contract is affected by, or you otherwise suffer any loss, damage or expense as a result of, 'Force Majeure'. This means any event that VMS or the Owners could not, even with reasonable care, foresee or avoid. 'Force Majeure' includes but is not limited to the closure of travel terminals, actual or threatened war or terrorism, power cuts, adverse weather conditions and flooding.

*Note: Owners have confirmed that the supply of utility services to the apartments is reasonably reliable and that for the last 25 years or more the apartments have not been flooded.*

## 2.6 Travel Insurance

We require that all members of your party take out full Travel Insurance for the duration of their stay and insure that their insurance adequately covers accidental damage to the Owner's property.

## 2.7 Updates to Terms and Conditions

We reserve the right to update the T&C at any time and may be obliged to do so in order to reflect changes in regulation. You as the client must ensure that you check the Terms and Conditions when your rental period commences. It is the current version that will apply to your stay.

## 2.8 Country Regulations

Our booking and accommodation is subject to the regulations of the relevant country. In the event of any inconsistency with these T&C the country regulations take precedence.

## 2.9 Governing Law and Validity

These T&C and the agreements arising therefrom will be governed by and construed under English Law. You agree that any dispute that arises will be dealt with by the courts of England and Wales. In the event that any statement or clause

in these terms and conditions proves to be not permissible by law, the remainder of the contract shall remain valid. Nothing in these T&C affects your statutory rights.

## 2.10 Communicating with you

VMS may need to communicate with you at short notice in relation to your booking and your accommodation. You must ensure that we also have a valid email address, home and mobile telephone numbers and your full postal address and that any changes are notified to us.

If you advise us of a cancellation or have any other important and time sensitive communication you may email us and normally we will reply within 24 hrs. If we do not do so please contact us by phone. The date of the communication will be taken as the date your email was sent to us, provided that it was correctly addressed, or the date of your phone call if earlier.

## 2.11 Liabilities of the Owner and VMS Ltd.

The total liability of VMS and Owners in the event of cancellation, issue, complaint or any loss or damage which you occur in relation to your holiday let is determined by these T&C and under no circumstances will such liabilities exceed the refund of your full rental costs unless specifically stated otherwise. VMS and Owners will not under any circumstances be liable for any consequential or other losses that you may suffer.

## Section 3 – Bookings Administration

### 3.1 The role of VMS Ltd. as booking agent

VMS act as booking agent for the property Owners and we provide management services including the provision and maintenance of this Website (Vivallee.com). Where appropriate we use specialist service providers to help deliver our overall service.

### 3.2 Your Booking Contract is with the property Owner

When you make a holiday let booking you are contracting with the Owner of the property based on these T&C.

The Owner, and not VMS, acts as the principal in the booking agreement with you, the Owner is responsible for honouring any confirmed bookings.

### 3.3 Primary Responsibilities of VMS Ltd

We co-ordinate with property Owner and we aim to ensure that all matters related to your booking are effectively managed.

We manage the maintenance of this Site and the provision of bookings, payments and enquiry management services on behalf of Owners.

We aim to keep the Site up to date regarding the properties themselves and closely representative of the accommodation available. Other information on the Website such as descriptions of local services are maintained periodically with reasonable care but are not warranted and should not be relied upon without checking first with, for example, the Tourist Office.

After we receive your booking request and appropriate payments, and subject to the requested accommodation being available, we will issue a confirmation invoice. This forms a binding contract between you and the Owner(s) of the accommodation that you have booked.

### **3.4 Payments Administration**

In administering and managing holiday lettings payments we will maintain all customer remittances in a bank account reserved for this purpose. It is a booking condition that you authorise us to do this and to subsequently pay the Owners as and when due.

We may agree with the Owners that we retain a booking fee, and if that is the case your Rental Costs will be inclusive of this fee and this will be disclosed on the booking Website.

We will, in conjunction with the Owners, administer the payment of any taxes due on your rental payment. Your Rental Costs and other charges are quoted inclusive of any taxes.

We reserve the right to collect from you any increases in tax that apply to your holiday let and which come into effect after your booking was first made. If there are any reductions due to tax changes we will refund the relevant amount back to you promptly.

*Note: At the present time no taxes such as French TVA or UK VAT are chargeable on holiday lettings*

### **3.5 Resolution of a Complaint or Issue – Your Stay**

If you wish to follow up an issue, a concern or a complaint regarding your stay you must approach the Owner directly and you should do so as soon as is reasonably possible.

If such cases VMS may, at our discretion and after discussion with you, attempt to help resolve the matter with the Owner. Under such circumstances you would authorise us to assist in this role and would share relevant information with us. Our role would be to act as a facilitator only and such involvement would in no way affect your legal rights of contract with the property Owner.

Owners are required to meet local country regulations in the supply of holiday letting services. When VMS or the Owner review a complaint, the review will consider whether the actual services delivered have conformed to the service standards and regulations of France (as they applied at the time of the letting).

### **3.6 Resolution of an Issue or Error in your Booking**

If, as result of any shortcoming in our processes, a material error is identified in the way that we have described and managed your holiday let booking then we will seek to remedy this at the earliest opportunity. We will communicate with you on the options available to resolve the matter.

If we are unable to remedy the error or reach an outcome that you find satisfactory, then we reserve the right to cancel the booking and in these circumstances we make a Full Refund. This will conclude all obligations to you under these T&C.

*Note: As the booking agent, we aim to appropriately describe the offered accommodation and also to correctly manage and process your Rental Costs and Supplementary Amounts due. It is the Owner who is responsible for ensuring that we have current information on the apartment so that we can keep this information up to date.*

### **3.7 Significant Change related to the Booking Process**

If there is an error or mistake in the VMS booking process which results in a Significant Change to your booking, we will inform you as soon as reasonably possible. Please refer to the definition of this term in Section 1.

Under these circumstances we will cancel your booking and we will offer you the following: 1) a Full Refund or 2) if we are able to offer alternative accommodation, to switch to this alternative and receive a partial refund in Rental Costs in relation to any price differences, together with a full refund of any other Supplementary Amounts which you have paid.

If the Significant Change is notified to you at short notice, that is within 14 days of your start date, and we are unable to offer alternative accommodation (accommodation which in our view is of sufficient capacity and of a similar standard and specification) then we will in addition to the above refunds also make an ex gratia payment equivalent to your first week's Rental Costs limited to a maximum payment of £400.

Neither the Owner nor VMS will then have any further liabilities to you or any members of your party beyond those stated above. Under no circumstances will the Owner or VMS be liable for any consequential or other losses that you may suffer.

### **3.8 Collection of the Balance Due**

Following your booking you will receive a confirmation and notification of any balance due and its due date. If you do not receive this within 48 hours you must contact us. The following applies to this balance and any other balances which may arise as due from you, for example if you modify your booking.

The balance due must be paid on or prior to the date it is due. If you have paid an additional deposit by credit or debit card you authorise us to collect the balance on the same card. If this card is no longer valid then you must make payment by an alternate means. If you do not pay the balance on time we

will cancel your reservation and the cancellation terms apply as in xx.xx.

*Note: We normally will allow a few days grace and try to contact you if the balance has not been paid on time but We are not obliged to do so.*

## **Section 4 – The Property**

### **4.1 General**

This section sets out the binding contract terms that the Party Lead enters into with the Owner. These T&C should be read in conjunction with the other sections in this document and notably the Party Lead responsibilities in Section 2.

All letting contracts are entered into in accordance with French Law, which covers for example specific provisions regarding the management of customer deposits. These T&C are designed to be consistent with French Law. In the event of any inconsistency French Law will take precedence.

You undertake to relieve the Owner for any liability for damage or injury however caused by any member of your party.

The Owner, his agents or employees, accept no responsibility for loss, injury or damage to any member of the Party or to their property, howsoever caused, arising in any manner out of the let of the premises.

### **4.2 Role of the Concierge**

A Concierge is resident on site and is usually available to greet new arrivals and manage departures. The Concierge acts as the representative of the Owner of your property. If the Concierge or an alternate is not available on site, then we will make alternative arrangements for you to access the apartment.

The role of the **Concierge** is to manage the availability and preparation of the properties including the provision of any supplementary services that you have booked. The **Concierge** also has general responsibilities for the smooth running of the holiday lettings and will try to minimize inconvenience if there is a breakage or breakdown.

*Note: While the Concierge will try to be helpful on other matters such as the occasional information request, this is not part of his formal role.*

### **4.3 Confirmation of Booking**

When a booking is made on line or by telephone and all relevant payments have been made, the availability will be checked. Subject to this, you will then receive a confirmation of the booking. You must check all details in this confirmation and tell us within 24 hours if any of these details appear to be incorrect.

### **4.4 Payments - Deposit**

When you make a booking and so as to confirm your chosen holiday a deposit of £200 is payable. This confirms your chosen holiday let. The balance of the cost of your holiday is due not less than 60 days before your arrival date.

### **4.5 Cancellations**

Please see paragraph 2.9 on communicating with VMS if you have to cancel your reservation.

The following percentage refunds apply to the Rental Costs only, all supplementary amounts will be fully refunded.

If you cancel up to six months prior to the arrival date – a Full Refund applies

For cancellations within six months of start date, and within 7 days of the booking confirmation, a Full Refund applies, regardless of the Start Date of your stay. After the 7 days the deposit is not refundable regardless of circumstances. However we will reduce the balance of the Rental Costs invoiced to you (and make any appropriate refund of amounts already paid) based on when we receive notification of your cancellation as follows:

- More than 4 Weeks before the start date, 50% reduction on the balance of your Rental Costs.
- From 4 Weeks to 2 Weeks prior to the start date, 25% reduction on balance of Rental Costs.
- Less than two weeks from Start Date there is no reduction, your Rental Costs balance is payable in full.

If you need to cancel your reservation you are advised to tell VMS as soon as possible.

No reservations will be confirmed and no deposit payments will be remitted to Owners more than 6 months before your departure date. Any reservation made more than six months ahead will be regarded as provisional.

*Note: We require that you take out holiday insurance – cancellation costs will normally be covered by your insurance.*

### **4.6 Arrival and Departure Times**

You can access your property from 16.00hrs on your arrival day. You must ensure that your apartment is clean and vacated by 10.00hrs on the departure day. If you are staying more than one week there will be arrangements to provide clean bedlinen on the changeover day(s) (Saturdays).

If you expect to arrive later than 17.00hrs on your arrival day you must notify your expected arrival time to the contact provided. If you arrive after 21.00 we will try to make arrangements for you to gain access but we cannot guarantee this.

You will normally be greeted and shown into your apartment if you arrive between 16.00 and 17.00. If you arrive after this time you may not be met personally but will be able to collect a key. You should find all the practical information you need to

get started in the kitchen area of your apartment.

If you do not arrive by 12.00 on the day following your arrival day you must contact us with your expected arrival time. If we have not heard from you we will advise the Owner and the Owner reserves the right to cancel the reservation. Under these circumstances no refund will be due and your rights to use the booked week will have been extinguished. If you have weeks booked at a later date these bookings will not be affected.

#### **4.7 Car Parking**

There will be space for a maximum of two cars for each apartment booked. You are required to use the designated spaces for your apartment.

#### **4.8 Occupancy**

Only the adults and children/infants for whom the booking has been made may occupy your apartment. If you need to make any changes in the booking, these changes must be notified to us and agreed with us in advance.

Your apartment is provided for the peaceful enjoyment of your party only and may not be used for events such as business meetings or parties and celebrations unless the Owner has given consent. The apartment must not be used for any activity that breaks the law, or for any commercial purpose including subletting.

You must allow the Owner or the Owner's representative access at any reasonable time, or at any time in case of emergency.

When you are absent from the apartment you must leave doors and windows locked or secured.

If you do not comply with these points, or if you breach other stated terms and conditions for example causing noise nuisance to other guests, the Owner can refuse to hand the property over to you or can repossess it. If this happens we will consider this as a cancellation by you and you will have no further rights in relation to your booking or entitlement to refund. Neither VMS nor the Owners will have any legal responsibilities to you as a result of this situation.

#### **4.9 Looking after your accommodation during your stay**

When you arrive at your apartment you will find some general information, which includes points of safety. Please read this, you must ensure all adults in your party are briefed on its contents

You will also find an inventory covering furniture, cleaning equipment, kitchen equipment and so on. We require that you please check this inventory and report any issues or shortages on the first day. A form is provided for this and can be hand delivered to the Concierge (Apartment F).

If any major item becomes damaged during your stay you must advise the Concierge promptly – an email or text message is sufficient. If an item, such as the washing machine, is accidentally damaged during your stay and reported then you will not be charged more than £50 for the repair. This applies

to one major item per week only. The Concierge will also waive the replacement cost of a small item or two such as the breakage of a glass or mug. You must ensure that all damage is reported as soon as possible so that the standard and amenities of the apartment can be maintained.

#### **4.10 Cleaning and Preparation**

During your stay it is your responsibility to keep the apartment clean and ensure that at the end of your stay the kitchen is fully cleaned – the dishwasher is emptied and all crockery, pans and cutlery are returned to where you found them. You may not move beds or relocate furniture without the agreement of the Concierge, and any items moved must be returned so that the apartment is left as you found it.

When you vacate your apartment and prior to the arrival of the next party we have a short time window to check everything for readiness, prepare the beds and perform a final clean. There are several apartments to get ready and the cleaners do not have time for example to do the washing up.

If the apartment is not left clean and tidy, with all furniture and equipment in its correct location, then the Concierge will need to draft in extra cleaners at short notice, this can prove very difficult and is expensive. If this is necessary these additional charges will be for your account.

Cleaning equipment is provided, as are soaps and kitchen towels.

Your beds will be made up ready for you each with a sheet, a duvet and a single pillow. In the case of young children you must provide additional mattress protection if it may be necessary. Please bring your own personal towels, if you do not then you can order these with your booking or purchase them on arrival.

*We aim to ensure that your apartment is clean and well prepared for your arrival. If you have any comments please provide these on the Comments Form provided.*

#### **4.11 Consideration of Others**

You must act with consideration to neighbours and the guests in the other apartments and ensure that they are not troubled or likely to be affected by any noise or nuisance for which you are responsible. In particular the following terms apply

- 1) To keep within the boundaries of the specific terrace and other areas designated to your apartment. You may also use the common areas. A plan of these areas will be available in the apartment.
- 2) To keep noise levels to a suitable level that is unlikely to cause anyone else a problem and to respect and comply with any reasonable requests in this regard.
- 3) Between 23.00hrs and 09.00hrs to ensure that any social activities, especially those on the terrace or in the vicinity of other apartments, do not interfere with or cause any nuisance whatsoever to other neighbours or guests.

#### **4.12 Significant Change made by Owner**

Very rarely the Owner may need to make a Significant Change to your booking. Please refer to the definition of this term in Section 1.

Under these circumstances we will cancel your booking and we will offer you the following: 1) a Full Refund or 2) if we are able to offer alternative accommodation, to switch to this alternative and receive a partial refund in Rental Costs in relation to any price differences, together with a full refund of any other Supplementary Amounts which you have paid.

If the Significant Change is notified to you at short notice, that is within 14 days of your start date, and we are unable to offer alternative accommodation (accommodation which in our view is of sufficient capacity and of a similar standard and specification) then we will in addition to the above refunds also make an ex gratia payment equivalent to your first week's Rental Costs limited to a maximum payment of £400.

Neither the Owner nor VMS will then have any further liabilities to you or any members of your party beyond those stated above. Under no circumstances will the Owner or VMS be liable for any consequential or other losses that you may suffer.

#### **4.13 Minor Changes**

If the Owner needs to withdraw from service one or some of the listed amenities such as a washing machine, VMS or the owner will use our reasonable commercial endeavours to reinstate the item as soon as possible. We may be able to arrange with the Owners for some temporary alternative arrangement. However the loss or absence of any such amenities during the course of your stay does not in itself constitute a Significant Change or provide entitlement to a refund of rental payments. We will not normally provide you with advance notice of minor changes but you may check for any such postings on the website before you depart for your holiday.

#### **4.14 Wi-Fi**

The provision of Wi-Fi depends on service provision by the telecoms service provider and on the correct operation of various technical devices and linkages. The Owner cannot therefore warrant that the service will be available to you. Wi-Fi is provided for personal use only and not for business use or for any use where its failure may result in more than minor inconvenience.

#### **4.15 Terrace Area Designated to your Apartment**

The Owner reserves the right to re-designate the terrace area if the existing area is not usable for any reason.

#### **4.16 Suitability of Accommodation – Special Needs**

All accommodation is based in a traditional property and some of the structural elements and features have been retained. The accommodation is unlikely to be as suitable for those with special needs as would be a more recent construction.

It is entirely your responsibility as Party Lead to check the descriptions of the property on behalf of all members of your party before you make a booking and to ensure that it is suitable. VMS will respond to any questions you may have in this regard.

#### **4.17 Extent of Liabilities and Safety**

Neither VMS Ltd. nor Owners will be responsible for any theft, loss or damage to the personal effects of any member of the party or other occupant, whilst on the Owners premises. You are responsible for ensuring that the safety notes which are read when you arrive and communicated as fully as possible to all members of your party. A printed version will be available in your apartment.

#### **4.18 Pets**

We regret that at the present time we are unable to allow any pets in the property

#### **4.19 Smoking**

For insurance and other reasons, smoking is not permitted in the property or near any of the buildings

#### **4.20 Deposits**

The Owner may request a security deposit prior to your stay and information on this will be provided when you book. Following your stay the Owner is entitled to deduct from any paid deposit 1) the charges for electricity or other consumed items consistent with the prices given in the property information or otherwise agreed and 2) costs for the repair or replacement of damaged items, any unpaid amounts due – for example if you purchased extra towels. Typically there will be a small balance owing to you, but if the amount of the deposit is insufficient there will be a balance owing by you to the Owner. You authorise VMS collect or settle the balance on the Owner's behalf, if possible using the credit or debit card used for the booking.

The balance will normally be notified to you at the time of your departure or if this is not possible within the next 7 days. We aim to have these final balances settled within 10 days from the end of your stay.

#### **4.21 Safety Notices**

You must read and communicate safety notices and ensure that you and all members of your party and any other visitor during your stay observe any specific advice or warnings. The notices are kept in the apartment. If you do not see them you must ask the Concierge for a copy when you arrive. Neither the Owner nor VMS can accept any responsibility for, or will in any way be liable for, any accident or injury that occurs in your apartment during your stay. All party members must make their own insurance arrangements for medical cover and injury compensation.

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