

# LE MAGNOU HOLIDAYS TERMS AND CONDITIONS

## 1. BOOKING AND PAYMENT

- 1.1 In order to make a booking you should register your interest with us by submitting an enquiry via our **CONTACT US** page. On confirmation that your proposed dates are available we will send you a booking form by post. We will endeavor to update the calendar on our website after every confirmed booking.
- 1.2 A completed booking form showing the names of all persons on whose behalf you are making the booking should be returned to us together with a non-refundable deposit calculated at £50 per week of your stay.
- 1.3 If you are booking for a group, we will only deal with the lead name on booking and if we need to notify changes or amendments to the holiday or cancellations, we will only correspond with the lead name on the booking.
- 1.4 By signing the booking form and returning it to us you are accepting these terms and conditions on behalf of all persons travelling on this booking. Where the context permits, reference to “you” and “your” will include you and all persons named on this booking.
- 1.5 No contract shall exist between you and us until a confirmation of booking showing the arrangements booked has been issued.
- 1.6 The balance owing to us must be paid not less than 4 weeks before arrival. If we do not receive the balance within the time stated we reserve the right to treat your booking as cancelled, retain the deposit and to charge you a cancellation charge up to 100% of the balance of the booking price.
- 1.7 If the booking is made within 6 weeks of arrival, you must pay for the holiday in full.
- 1.8 Your accommodation must only be used by those people named on your booking form (or in accordance with any subsequently agreed amendments). You are not allowed to share the accommodation or let anyone else stay there.
- 1.9 You must be 18 years old at the time of booking.
- 1.10 Your contract with us shall be governed by and construed in accordance with the law of England and Wales. You agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with your contract with us.

## 2. TRAVEL ARRANGEMENTS

- 2.1 You are responsible for your own travel arrangements. Please refer to the **HOW TO GET HERE** page.
- 2.2 For travel to France all British Citizens require a full valid passport. British Citizens do not require a visa.

## 3. PRICE

Prices are accurate at the date of publication, however we reserve the right to increase or decrease our brochure prices at any time.

#### **4. CANCELLATION OR ALTERATION BY US**

- 4.1 We shall endeavor to inform you as quickly as possible of any changes to your booked holiday. We reserve the right to make minor alterations to holiday arrangements without incurring any liability to you.
- 4.2 We reserve the right to cancel or make alterations to your holiday in any circumstances. In the unlikely event that we have to cancel or make significant alterations to your holiday as booked you will be entitled to a refund of the deposit or holiday price paid or to accept a replacement holiday from us of equivalent or closely similar standard and price (if one is available). Should you choose this option the terms and conditions of your holiday will not change and these conditions will still apply to your booking.
- 4.3 We will not be liable to pay any additional sums by way of compensation in the event that we cancel your holiday booking.

#### **5. CANCELLATION OR ALTERATION BY YOU**

- 5.1 Cancellation will only take effect when written notification is received from the person signing the booking form.
- 5.2 If you cancel your holiday not less than 6 weeks before your arrival your deposit will be forfeited.
- 5.3 If you cancel your holiday within 6 weeks of your arrival your deposit will be forfeited and the following cancellation charges will apply in relation to the balance: -
- (i) Less than 6 weeks – 30%
  - (ii) Less than 4 weeks – 50%
  - (iii) Less than 3 weeks – 70%
  - (iv) Less than 2 weeks – 100%
- 5.4 Where you cancel your holiday we will endeavor to fill your cancelled booking and provided we are able to on similar terms to your booking we will not charge any cancellation charge. Where possible we will also return your deposit.
- 5.5 You may request an alteration to a confirmed booking and we will do our best to accommodate your request.

#### **6. ARRIVAL AND DEPARTURE**

- 6.1 We usually operate arrival and departure days on Tuesdays and Thursdays as these days seem to offer the most economical flights into either Poitiers or Limoges. However, subject to other bookings, we will always try to accommodate other arrival and departure times. We will be as flexible as we can on change over days to coincide with flight times.
- 6.2 Guests may check in at any time from 4pm on the day of arrival. Guests should vacate by 11am on the day of departure. Please contact us if you wish to arrive prior to 4pm and we shall try to accommodate your requirements.

## **7. CLIENT RESPONSIBILITY**

- 7.1 You accept responsibility to conduct yourself and your party in an orderly fashion whilst on holiday and not to disrupt the enjoyment of others or prejudice our reputation.
- 7.2 We reserve the right to refuse to accept you as a customer or continue dealing with you if your behavior is disruptive or affects other guests or is threatening or abusive on the telephone, in writing or in person.
- 7.3 You agree that any loss or damage to accommodation or property caused by a client will be recovered immediately and paid in full.
- 7.4 We reserve the right to terminate your holiday should you not comply with the above clause. No refund will be payable in this situation.

## **8. INSURANCE AND LIABILITY**

- 8.1 It is a term of the contract between us that you and your group must have in place appropriate travel insurance cover before departure. The insurance you obtain must cover costs, expenses and damages arising from, but not limited to, the cancellation of your holiday (whether in whole or part), personal accident and loss insurance. Your travel insurance must include cover for medical and repatriation costs. **You should also ensure that you have a valid unexpired European Health Insurance Card.**
- 8.2 We cannot be held responsible for or pay any compensation where any loss, delay or costs are caused by war, threat of war, riot, civil strike, industrial dispute, political unrest, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of airports, ports, stations or roads and similar events. This list is by way of example and not by way of limitation.
- 8.3 We do not accept responsibility or liability for death, injury or illness caused to you or to any member of your group by any third party whilst you are on holiday with us.
- 8.4 Where your holiday with us is not as described on our website or brochure we do not accept any liability where this is due to events where we, our suppliers or agents are not at fault, or where you or a member of your party are at fault, or where someone not connected with you or us is at fault or where we are at fault but where such events could not be foreseen with due care and diligence.

## **9. TOWELS AND BED LINEN**

Towels and Bed Linen are supplied. Cleaning and linen change will be carried out during the middle of each two week holiday.

## **10. COMPLAINTS**

- 10.1 It is our aim to settle any complaints amicably and quickly. Should you have any complaints during your stay you should inform us as soon as possible so that action can be taken without delay.
- 10.2 If at any time you wish to make any suggestions or constructive comments then we would be pleased to receive these in order to continue to improve our business.

**11. SMOKING POLICY**

- 11.1 Please note that it is illegal to smoke in any working areas in France.
- 11.2 We operate a non smoking policy and we will not tolerate smoking on any part of our premises.

**12. PETS**

Unfortunately we do not allow any pets at our premises other than guide dogs.

**13. HOLIDAY INFORMATION**

The descriptions contained on our website or in our brochure and all other information supplied by us are correct to the best of our knowledge. Whilst the accuracy is not guaranteed, all descriptions and information is given in good faith and in the belief that they were true at the time of printing.

**14. SHOPPING SERVICE**

- 14.1 If you have booked a self catering holiday with us you may request that we purchase certain basic provisions prior to your arrival. If you wish to make use of this service then you should provide us with a list of the items that you require.
- 14.2 Where you have made a request in accordance with 14.1 above we will always try our best to fulfil your request. However, please note that this is a complimentary service provided for the enjoyment of your holiday. Any failure on our part to provide any of the items requested will not affect any of the terms of this agreement.
- 14.3 You will be responsible for the cost of the items requested and we may request payment for such items prior to our purchasing the same.

**15. Our responsibility for your holiday**

We will arrange for you to receive the services that make up the holiday that you choose and that we confirm.