

Le Domaine aux Quat'Saisons - Terms of Business comprising :
the Terms & Conditions of Booking, the Terms & Conditions of Use & the 'Small Print' for
Loft du Vigneron (for 6) & Maison du Martinel (for 12) at Le Domaine aux Quat'Saisons (for 18), Rieux-Minervois

Purpose :

- Le Domaine aux Quat'Saisons is a fully registered business in France. Its purpose is to provide self-catering or serviced holiday accommodation and related services, including the provision of food and drink, to Guests. The domaine comprises the Loft du Vigneron (6 Guests) and Maison du Martinel (12 Guests). Combined, Le Domaine aux Quat'Saisons has a capacity of 18 Guests when the two properties are rented together.

Commercial Information :

- Owners : Mme Karen SECKER & M. Russell SECKER
- Rental Properties : Le Domaine aux Quat'Saisons (18 Guests) or
Maison du Martinel (12 Guests) or
Loft du Vigneron (6 Guests)
- Registered & Physical Addresses: Le Domaine aux Quat'Saisons
26 Avenue Georges Clemenceau
11160 Rieux-Minervois
Aude, France
- Status / Purpose : Entreprise Individuelle / Hébergement Touristique
- Numéro de Siret : 825 255 714 000 16 - RCS Carcassonne
- TVA Intracommunautaire : FR 70 825 255 714
- Rental Licenses : Loft du Vigneron - Hébergement 394 & Maison du Martinel - Hébergement TBC (Carcassonne Agglo)

The Contract :

- Is a legally binding agreement between the Owners and the Client for the provision of short-term holiday rental accommodation.
- Determines the Property/ies, Rental Dates, Rental Rates and Rental Period for the Booking plus any complimentary or chargeable Special Requests provided by the Owners.
- Becomes legally binding when the Client ticks the box: *'I confirm that I accept the Terms and Conditions of the Booking'* which appears during the Booking Process, and when the Client has paid either a 30% Deposit or a 100% Full Pre-payment for the Booking.
- Is subject to the Terms of Business; both the Owners and the Client agree to be bound by them.
- May be terminated at any time by the Client or the Owners. Termination must be communicated in writing and is subject to these Terms of Business.

Correspondence & Communication :

- By post : Letters to the owners at the address above.
- By E-mail : Messages to the owners at enquiries@quatsaisons.com
- By Zoom : The Owners can send a Zoom appointment to your e-mail address.
- By Phone : Russell SECKER mobile : 00 33 (0)6 37 18 45 34 (English-speaking)
Karen SECKER mobile : 00 33 (0)6 37 24 74 07 (English & French-speaking)
Landline : 00 33 (0)4 68 24 44 04 (Please try mobile numbers first)
- Response : The Owners will respond to Clients as soon as possible.

Language :

- Languages Spoken : English & French; these Terms of Business are available in English and French on www.quatsaisons.com.
- Everyday written correspondence is in English; French or other non-English languages use online translation services to comply with French law. All contractual and legal documents are issued in French and have been professionally translated by a traducteur registered at the Cour d'Appel (Le Palais de Justice, 1 Rue Foch, 34023 Montpellier, Hérault, Occitanie, France).

No Smoking or Vaping and No Pets :

- Smoking, Vaping and Pets are **NOT PERMISSIBLE** at the property/ies, either inside or outside under any circumstance.
- The Client is responsible for ensuring that everyone in the Group is aware of this clause.

Composition :

- The Terms of Business are in three parts : Section 1. Terms & Conditions of Booking (and Cancellation), Section 2. Terms & Conditions of Use and Section 3. 'The Small Print' where the Defined Terms used throughout these Documents can be found.
- Clients must read the Terms of Business carefully. Bookings are only accepted when Clients agree to accept and adhere to the Terms of Business in their entirety and as laid out in this document. Clients cannot confirm their booking without accepting the Terms of Business.
- There is a great deal of emphasis on the importance of Comprehensive Travel Insurance in the Terms of Business; the Owners strongly recommend it is in place from the time the booking is made and remains in force until the end of the holiday itself and covers everyone in the Group.

1. Terms & Conditions of Booking (and Cancellation) :

1.1 Some Things to Consider Before Making a Direct Booking :

- Clients should have Comprehensive Travel Insurance (including Covid cover) in place from the date the Booking is made and not just for the dates of their holiday. Cover should extend to everyone in the Group.
- All travel and travel-related documentation must be in date at the time of and for the duration of travel for all the countries they're visiting.
- Clients should visit www.quatsaisons.com to assess the suitability of the Property/ies for everyone included in the Booking.
- Direct Bookings are made using Freetobook, which is accessed from www.quatsaisons.com. The Booking should be made by the Group member nominated to manage the Booking Process.
- Clients may wish to discuss their proposed holiday with the Owners prior to making a Booking and are welcome to do so.
- Regrettably, it is not possible to hold provisional Bookings.
- The Client should be satisfied that any travel arrangements (flights, ferries, car hire, etc) are available before Booking with the Owners.
- The Client should not commit to any other travel arrangements until the Booking has been confirmed by means of an e-mail from Freetobook confirming Payment with a copy of the invoice. This will arrive instantly.
- Card payments use secure PCI Compliant Card Payment powered by Stripe. All Payments (and Refunds, where applicable), are made in Euros. Payments by Bank Transfer are accepted on request; however the Booking Process for Bank Transfer Payments differs from that of Card Payments, so please contact the Owners for further information.

1.2 Some Things to Consider When Cancelling a Direct Booking :

- Cancellation of the Booking by the Client must be communicated to the Owners in writing as soon as the Client needs to Cancel the Booking. The date of Cancellation is the date that the Owners receive written notification. Acknowledgement will be made by the Owners in writing.
- The sooner a Cancellation is confirmed to the Owners, the greater the opportunity to Re-let Cancelled dates. Subject to various conditions explained below, Re-letting the Property/ies increases the opportunity of Refunding the Client.
- In the unlikely event that the Owners Cancel the Booking, the Cancellation will be communicated to the Client in writing as soon as the Owner knows that the Booking must be Cancelled.

1.3 Bookings made when the Arrival Date is MORE than 12 Weeks away:

- A Deposit of 30% of the Rental Rate for the agreed Rental Dates is paid by the Client to the Owners.
- At thirteen weeks - one week before the 70% Balance of Payment is due - the Owners will contact the Client via Freetobook's messaging system, to advise that the Payment is due.
- By twelve weeks before the Arrival Date, the Client must have paid the 70% Balance of Payment.

1.4 Bookings made when the Arrival Date is LESS than 12 Weeks away :

- A Booking made at either twelve weeks or less than twelve weeks before the Arrival Date requires 100% Pre-payment of the Rental Rate.

1.5 Paying for Taxe de Sejour, Special Requests & Security Bond :

- These charges are payable two weeks before the Arrival Date. One week earlier, the Owners will contact the Client via the Freetobook Messaging system, to advise that the Payments are due.
- Whereas the Client is responsible for activating payment for the Booking itself, for these payments the Owners will process the payment directly using the Client's nominated Payment Card, whose details are securely held by Stripe on Freetobook.
- Payment of Taxe de Sejour is made to the Owners who will have calculated the amount payable for the Group, and who will pay it to the authorities on behalf of the Client.
- The Security Bond is held until two weeks following the Departure Date. It will be refunded in full unless there are any damages or breakages to be charged for.
- Any chargeable Special Requests that the Client may have booked with the Owners will also require Payment at this stage.

1.6 Cancellation :

- If the Client Cancels the Booking for any reason, subject to the following conditions, a **FULL REFUND WILL BE MADE :**
- If the Property/ies are Re-let for the same Dates and for the same Rental Rates, resulting is no loss of Revenue to the Owners, nor an increase in costs to source the replacement Revenue as a result of the Client's decision to Cancel the Booking.
- If the Property/ies cannot be Re-let for the same Dates or for the same Rental Rates or a combination of both, then the Owners will determine if a Replacement Booking can be sought either by offering a discount, or by including a (costed) promotional activity, or by offering incentives or increased Commissions or Fees to Platforms or by any other means to attract a Replacement Booking.
- If a Replacement Booking can only be sourced by deploying any or all of these or any other marketing tactics it is possible that there will be a shortfall in the overall Revenue for the Replacement Booking as well as increased costs incurred by the Owners to source the Replacement Booking. The value of the shortfall in Revenue plus the value of the increased costs will be deducted from the value of the Cancelled Booking. This may be more than, less than or equivalent to the monies paid by the Client. The residual balance (if any) will be Refunded to the Client.
- When Funds are repatriated to a Client's nominated Payment Card due to Cancellation by the Client, the Owners levy a charge equivalent to 3% plus VAT of the sum of repatriated Funds to cover processing costs. Its value is deducted from the Funds due for repatriation.

1.7 Refunding Taxe de Sejour, Special Requests Payments & Security Bond :

- In the rare event of a client cancelling a Booking within two weeks of the Arrival Date and following the payment of Taxe de Sejour, any chargeable Special Requests and the Security Bond, the following will happen :
- Both the Taxe de Sejour and the Security Bond will be refunded in full. The value of any chargeable Special Requests may be subject to a Refund, but this will depend on the nature of the Special Request in order to establish if a Refund is appropriate.

1.8 Amendments by the Client :

- Amendments, complying with the Terms of Business, must be confirmed in writing by the Client to the Owners immediately. If they are agreed by the Owners, they will be Confirmed to the Client.
- An Amendment is regarded as a minor change. Amendments materially changing the Booking (i.e. reducing a Booking from two to one week), is so significant it cannot be recognised as an Amendment. The Terms of Business would be referenced and applied (in this example the Amendment would be regarded as a Cancellation of one of the Confirmed weeks and Cancellation Terms may apply subject to the Cancellation Policy).
- If Arrival and / or Departure Dates change or differ from the confirmed Dates, Clients should confirm it in writing to the Owners. Refunds or Compensation in this circumstance are not applicable.

1.9 Capacity & Occupancy :

- Maison du Martinel accommodates 12 Guests in six en-suite bedrooms; there are cots for 2 additional babies / toddlers.
- Loft du Vigneron accommodates 6 Guests in three en-suite bedrooms; A cot is available for 1 additional baby / toddler.
- Combined, Le Domaine aux Quat'Saisons accommodates 18 Guests in nine en-suite bedrooms; there are cots for 3 additional babies / toddlers.
- The numbers of Guests occupying the Property/ies must not exceed the advertised and licensed capacity.
- Indoor and outdoor sofas and sunbeds, are not alternative bed spaces and must not be treated as such.
- Any Group exceeding the permitted number of Guests will contravene the Terms of Business. Over-capacity is a breach of the conditions of the license/s awarded to the Property/ies, which may result in prosecution by the French authorities and the license/s being revoked.
- If the maximum number of Guests is exceeded, those who are not named in the Booking must leave immediately. If they refuse, the Client's Booking will be terminated in its entirety with immediate effect and without Refund or Compensation.
- If the Property/ies are not already booked for the permitted maximum numbers of Guests, then the Booking may be amended in writing prior to the Arrival Date by confirming the names of additional Guests up to and including the maximum permitted number of Guests.
- Original Guests may be replaced by new guests; the names of Cancelled and replacement Guests must be provided in writing prior to the Arrival Date.
- The age of persons below 18 years either on the Arrival Date or who become 18 at any date during the Rental period are required.

1.10 Prices, Currency & Card Fees:

- Rental Rates are quoted for seven nights in principal seasons.
- Stays of fewer than seven nights and / or flexible Arrival or Departure Dates may be considered in low season.
- Rental Rates and any other charges are quoted and paid for in Euros; funds repatriated to a Client will also be in Euros.
- Card handling fees for purchases are paid by the Owners.
- When funds are repatriated at the Client's behest, for example following Cancellation, an administration fee is charged at 3% plus VAT.
- Rental Rates and any other charges (excluding Taxe de Sejour) are subject to VAT at the prevailing rate. Invoicing includes VAT analysis.
- The Owners are also represented by Platforms. However, different Platforms have different commission charges, fees and administration costs attributed to them, which may make the booking more expensive. Clients should satisfy themselves that they are happy with such arrangements as a booking made on a Platform cannot be subsequently changed to a Direct Booking.

1.11 Arrival & Departure :

- Changeover day between Rentals is Saturday. Occasionally in shoulder periods different changeover days may be agreed by the Owners.
- Due to travel schedules, Guests may Arrive later or Depart earlier, or both, from the Confirmed Arrival / Departure Dates. It is the Client's responsibility to communicate such changes to the Owners. Refunds or Compensation for unused days are not applicable.
- The Arrival Time on the Arrival Date is from 16.00 hrs local time, and access is not available before this time. Whether Guests are arriving on the Arrival Date or on a later date they must advise the Owners so that access to the Property/ies is available.
- The Departure Time on the Departure Date is 10.00 hrs or earlier if travel schedules dictate. Regrettably, later departures cannot be accommodated.
- End-of-stay cleaning is included in the cost of the Rental Rate. Guests are expected to leave the Property/ies in as similar state as possible to the state in which they were presented to them on Arrival. Non-compliance may result in charges being deducted from the Security Bond.

1.12 Security Bond :

- The Security Bond is paid two weeks before the Arrival Date. Subject to there being no damages or breakages, the Security Bond is repaid two weeks following the Client's Departure Date.
- The Security Bond provides financial recompense to the Owners for any damage - accidental, wilful or neglectful - which occurs to the Property/ies or to their equipment or contents, either internally or externally, during the Rental Period.
- Damage or breakages must be reported to the Owners immediately so a solution may be determined by means of Repairing and / or Replacing (and possibly requiring Professional Installation) whatever has been damaged. This is often difficult to achieve in peak summer months.
- Unreported damage or breakages caused during the Rental Period will become evident during the turnaround process. Guests who do not report any incidents when they occur are at risk of adversely impacting the Booking that immediately follows theirs; if this is the case, it may be necessary to compensate the incoming guests and the cost of this will be deducted from the Security Bond or added to the Excess Damage Charge.
- In the event of any damages or breakages which do require Repair or Replacement (and possibly Professional Installation), then the value of them will be deducted from the Security Bond and the balance repaid.
- For the purpose of transparency, the Owners undertake to provide the Client with a statement of costs and expenses associated with the cost of Repairs and Replacements (and possibly Professional Installation). The value, as identified on the statement, will be deducted from the Security Bond. In the event of the value of the statement exceeding the Security Bond, overages will be regarded as Excess Damage Charges, as detailed below.
- The Owners levy an additional cost equivalent to 10% of the total value of the Repairs and Replacements (and possibly Professional Installation) to reflect their time, effort and input to co-ordinate the restoration of the Property/ies to a lettable state to other Guests.

1.13 Excess Damage Charges :

- The Repairs and Replacement (and possibly Professional Installation) costs attributed to the damages or breakages caused by Guests are not limited to the value of the Security Bond.
- If the cost to make good the damages or breakages is greater than the value of the Security Bond, the Owners will seek additional financial redress from the Client. Acceptance of the Terms of Business by the Client constitutes the Client's acceptance of this particular condition, and the Client undertakes to pay, in full, any amount over and above the value of the Security Bond.
- If damage is so severe that the Property/ies cannot be let to future Guests until such time that all Repairs and Replacements (and possibly Professional Installation) have been completed, the Owners will be compelled to Cancel immediate future Clients' Booking/s.
- The impact of Cancelling other Clients' immediate future Bookings is immeasurable; the financial impact upon those Clients would extend beyond the Rental of the Property/ies to include other travel costs associated with their holiday as well as further Compensation for the lack of provision of a holiday for up to six, twelve or eighteen Guests, depending on the Property/ies confirmed by the Client.
- In the very unlikely event of the above happening, but as a direct result of the impact of the Client's behaviour, under the Terms of Business, the Owners would seek financial redress from the Client in order to satisfy any claim made by future Clients against them.
- In the event of damage being so severe and impacting, and when it is known to have taken place prior to the end of the Rental Period, the Owners will be entitled to terminate the Client's Booking with immediate effect without Refund or Compensation and access the full Security Bond to fund immediate and urgent repairs before seeking financial redress for additional expenses over and above the value of the Security Bond.

1.14 Taxe de Sejour / Tourist Tax :

- Taxe de Sejour is France's Tourist Tax. It is calculated per person per night and applies to persons over the age of eighteen (occasionally a young guest may enjoy a holiday birthday meaning that some nights are exonerated from Taxe de Sejour, whilst other nights are not).
- The Owners are collectors of this tax on behalf of the French Government. The overall charge for Taxe de Sejour is collected by the Owners from the Client and subsequently reported and paid to the local authority (which is Carcassonne Agglo for this region). The tax is not an income or revenue for the Owners and does not attract French VAT.
- The prevailing Rate for Taxe de Sejour is not usually issued by the authorities until early in the applicable year. Therefore it is difficult to predict an exact amount until early in the applicable year, although the Owners make every effort to provide a guide for budgetary purposes. The rate for 2023 is 2,20 € per person, per night. Children (aged below 18 years) are exonerated.
- The Owners will calculate the amount of Taxe de Sejour based on the number of adult (18+ years) Guests in the Group for the number of nights they're staying. The calculation will be presented to the Client three weeks prior to the Arrival Date. The full amount will be charged by the Owners to the Client's nominated Payment Card two weeks before the Arrival Date.
- In the event of Cancellation following the Payment of the Taxe de Sejour, the Owners will Refund the full amount of the Taxe de Sejour to the Client.

1.15 Special Requests :

- When planning any Special Requests, the Client may do so, but within the parameters of the Terms of Business. If the Client is unsure as to whether or not the nature of a Special Request is suitable, the Owners can advise. Clients are asked to advise the Owners about any Special Requests as soon as they are known to improve the likelihood of fulfilling it / them.
- Special Requests may be goods, services or both and may be supplied either by the Owners or by external Third Party Suppliers depending upon the nature of the Special Request.
- The Client is required to advise the Owners, in writing, of any Third Party Supplier they engage who will be accessing the Property/ies, including date, time and purpose.
- The Owners mainly provide non-chargeable services for something that is straightforward but just requires some advanced planning (such as requesting that two single beds are combined to make a super kingsize bed or for baby equipment).
- When chargeable Special Requests are required by the Client and are provided by and / or fulfilled by the Owners, the Owners will agree the price with the Client. This will be confirmed to the Client. Payment for a chargeable Special Request is made two weeks prior to the Arrival Date.
- If Pre-payment is not forthcoming for the item/s comprising chargeable Special Request, the Owners will not provide and / or fulfil the Special Request.
- When chargeable Special Requests are required by the Client and are provided by and / or fulfilled by a Third Party, the Client is responsible for paying the Third Party directly and for communicating directly with the Third Party regarding their requirements. The Client must keep the Owners informed of any such arrangements.
- Clients may source a Third Party supplier themselves or they may require some input from the Owners, especially if there are language issues to navigate; if Clients require help from the Owners - who will be happy to assist - it will be on the basis that any recommendations by the Owners are simply a gesture of goodwill. The Owners will not be held responsible for any shortcomings or failures by a Third Party recommended by them, nor will they be held responsible for any disappointment arising as a result.

1.16 Allergies :

- The Owners may supply the Client with consumables. If the Client advises that anyone in the Group has allergies or intolerances to specific ingredients, the Owners will attempt to provide alternatives for those guests whenever possible.
- Whilst every effort is made to account for Guests' requirements, the Owners cannot guarantee that they can be met or that the environment in which food and drink is prepared is free of any ingredient/s which may cause allergies or intolerances due to cross-contamination.

1.17 Curtailment by the Client during the Rental Period :

- If the Client Curtails the Booking and all Guests will be Departing before the due Departure Date, the Owners will not Refund or Compensate the Client in lieu of any unoccupied days.
- Unallocated Taxe de Sejour (as calculated and collected by the Owners on behalf of the French Government) reflecting the period of Curtailment, will be due for Repayment to the Client at the same Rate as it was charged.
- Pre-charged Special Requests provided by the Owners which are due for fulfilment will not be Refunded.
- Special Requests provided by Third Party Suppliers which are due for fulfilment, must be Cancelled directly with the Third Party Supplier by the Client.

1.18 Cancellation by the Owners :

- The Owners, in the event of any circumstances arising beyond their control and which impact the Client's Booking, reserve the right to modify or withdraw a Booking. In such an event, the Client will be notified immediately in writing by the Owners.
- If something impacts the Property/ies, but which doesn't preclude the Booking from proceeding as planned, the Owners will explain the nature of the issue to the Client. If the Property/ies may be rented without significant impact to the holiday, the Owners undertake to offer the Client Compensation as a gesture of goodwill. By accepting the Compensation, the Client will have no further claim against the Owners.
- If the impact of an issue is such that the Client is unable to proceed with the Booking, the Owners will offer the Client the opportunity to re-book for future Dates to the value of the prevailing Booking, in which case the Client will have no further claim against the Owners.
- The Owners are not responsible for any other costs incurred by the Client, such as travel arrangements. The Owners strongly recommend that the Client subscribes to Comprehensive Travel Insurance thus insuring against any losses incurred by Cancellation by the Owners.
- The Owners may be compelled to Curtail the Booking with immediate effect if the actions or behaviour of the Client/s dictates. Examples of Curtailment (but not restricted to the examples) are found in the sections Capacity & Occupancy; Pets; Use of the Property/ies; Security Bond; and Excess Damage Charges. Financial forfeiture is highlighted pursuant to each section.

1.19 The Owners' Responsibility for the Client's Booking :

- The responsibilities of the Owners are limited to the provision of the Property/ies as described, both pictorially and in text on www.quatsaisons.com.
- Various, the Owners may recommend a variety of goods, services or both to the Client to help the Client source such goods, services or both in order to add to the overall holiday experience. The Owners may direct the Client to Third Party Suppliers who can provide and fulfil any requests the Client may have.
- The Owners live at the domaine and are on hand or available by phone to provide any help and assistance Guests may need.

1.20 Travel Insurance & Travel-Related Documents :

- The Terms of Business are transparent regarding the Cancellation and Refunds policy. If a Client elects not to subscribe to a Comprehensive Travel Insurance Policy, the Owners cannot be expected to, and indeed will not, serve as a default or substitute Insurance Policy under any circumstance. That is to say, any losses incurred as a result of Cancellation or Curtailment are solely the responsibility of the Client.
- The Owners strongly recommend that everyone named in the Booking - including any named additions - is covered by one singular Insurance Policy. Alternatively, it is strongly recommended that the Client should be satisfied that all individuals are appropriately covered by their own Policy/ies.
- A Travel Insurance Policy should provide coverage from the date the Booking is made and should remain in date until the end of the holiday.
- Upon receipt of a claim, insurers usually ask the Owners to corroborate the details of the Client's Booking and ensuing Cancellation or Curtailment; the Owners undertake to do so independently, expeditiously and honestly.
- Everyone in the Group - including children - have in-date passports, which fulfil the requirements of travelling to France and / or into Europe.
- Ahead of departure, it is strongly recommended that Clients ensure they are in receipt of all ticketing and other travel documents on which they might rely, either in hard copy or online variants, including those on which they may rely to enter Europe.
- Drivers in the Group should ensure that their driving licenses are in-date; it is a precaution to carry a photocopied version as a back-up.
- Self-driving Guests should satisfy themselves that their insurance provides cover for driving in France or Europe, including breakdown cover.
- Self-driving Guests who drive a leased vehicle should obtain the leasing company's permission to take it out of the country in which it is registered.
- Guests relying on medication should satisfy themselves that their medication is permissible for consumption in France or Europe and that they have sufficient supplies. They should bring a copy of their prescription, so that travelling with medication can be legitimised if challenged.

1.21 Complaints Procedure :

- The Rental Property/ies is significant to the Client's overall holiday experience. As such the Owners can liaise with the Client whenever the need arises to ensure that their experience is as good as it possibly can be. As a result, the Owners consistently welcome back regular Clients.
- The Owners live at the domaine. They are available to personally welcome Guests and help to settle them into their Rental Property/ies. They are always available to help with anything, such as restaurant bookings or ideas about places to visit.
- If the Client believes that the Property/ies fail to live up to the expectations set by pictorial and text descriptions on www.quatsaisons.com and that there is a fundamental discrepancy, or if the Client is concerned that something is damaged or broken or if there is a safety hazard, the Client must advise the Owners immediately.
- The Owners must be allowed to correct any issues with which the Client is dissatisfied. In the event that the Owners believe the concerns of the Clients to be incorrect or unreasonable, they will respond to the Client with an explanation why they believe this to be the case.
- If something fails to work or if the Client requires help with something, the Owners can quickly respond either in person or by phone if they are out. The Owners will address any arising issue as soon as possible preventing a small issue escalating into a bigger problem.
- If an issue requires a Third Party to provide a repair, replacement or general correction, the Client must allow the Owner and the Third Party reasonable access so that the issue may be made good promptly, enabling the Client to enjoy using the Property/ies as expected.
- If the Client is dissatisfied with the way an issue has been handled, the issue can be addressed to the Owners formally by written communication; the Owners undertake to consider the issue promptly and respond as soon as is practicable.
- Any issue must be brought to the Owners' attention promptly so it can be addressed and resolved equally promptly. If a Client fails to mention an issue to the Owners until either or following the departure day, then they cannot provide a resolution at the time the issue arises and therefore cannot be held responsible for any disappointment or distress that the Client may endure.
- Both the Client and the Owners may take photographs to provide pictorial evidence which may be relied upon in the future.

2. TERMS & CONDITIONS OF USE :

2.1 Smoking & Vaping :

- Smoking and vaping are **NOT PERMITTED ANYWHERE** including outside. Guests choose no-smoking and no-vaping Property/ies because they do not wish to occupy a Property smelling of stale smoke. The Owners undertake to provide Guests with a smoke-free environment and rely upon previous Guests' compliance with the Terms of Business **NOT TO SMOKE OR VAPE**.
- If smoking or vaping occurs during the Rental Period, the Booking will be terminated immediately without Refund or Compensation. The Security Bond will be used to fund professional deep-cleaning to erase the evidence of smoke and smells before the next guests arrive.
- If the Owners do not discover that there has been smoking or vaping until the day of Departure, they will need to assess the level of smoke pollution to the Property/ies and how it impacts incoming Guests later the same day. New Guests may be compensated if they agree to stay in a smoke-polluted Property. However, new Guests would be entitled to Cancel their Booking because the Owners had failed to provide a smoke-free Property. In these cases, the Owners will pursue the offending Guests for recompense.

2.2 Pets :

- Pets are **NOT ALLOWED** at the Property/ies. Guests choose no-pet property/ies because they do not wish to occupy a Property previously pervaded by pets which may trigger any pet-related allergies they may have. The Owners undertake to provide Guests with a pet-free environment and rely on previous Guests' compliance with the Terms of Business **NOT TO BRING PET/S**.
- If a Client brings a pet/s, the Client will be asked to source local pet accommodation. Such facilities are rare locally. No special dispensations can be made for the pet if local pet accommodation cannot be sourced - pet/s will not be allowed to stay if alternative pet accommodation is not available.
- Bringing pet/s to the Property/ies breaches the Terms of Business; such Bookings will be terminated immediately without Refund or Compensation. The Security Bond will be used to fund professional deep-cleaning to erase the evidence of pets.

2.3 Swimming Pool & Pool Safety :

- French law requires Owners to provide swimming pool security features and Clients to fully observe the law by subscribing to the use of the security features. The penalty for failing to protect children around a swimming pool is 45.000 € and / or imprisonment. The organisation responsible for policing swimming pool laws in France is the *Association Française de Normalisation or AFNOR*.
- The private swimming pool is in a secluded walled garden. It is accessed through a gate with a childproof security lock which prevents children aged ten years or under from accessing the pool without responsible adults. The Owners will demonstrate the mechanics of the safety lock to adult Guests.
- Children, ten years or under - including competent swimmers - must not be allowed to access the pool, or be left at the pool without adult supervision .
- The pool is accessed daily to keep it clean both manually or mechanically, and chemically balanced. As the pool is in a garden setting, trees and plants are subject to occasional windfall which is swept up periodically.
- If the pool equipment fails, the pool may be closed at the discretion of the Owners until it can be repaired. In such an event, the Owners undertake to offer the Client Compensation as a gesture of goodwill. By accepting the Compensation, the Client will have no further claim against the Owners.
- The pool closes at 18.00 hrs on the final evening of the Rental Period for routine maintenance, cleaning and chemical dosing.
- If Guests wish to play ball games or to bring pool toys into the pool, such items must be ten centimetres-plus in diameter so that they do not become lodged in the skimmers or become stuck in the pool's filtration pipework. If a small ball or object is stuck in the filtration pipework, the pool surround must be excavated to find the blockage, repair and make good, all at significant cost.
- The Owners are not permitted to provide in-pool floats or inflatables; Guests may bring their own or buy them locally and enjoy them, observing the attached safety information applicable to each piece.
- The pool depth ranges between 1,25 M and 2,25 M. The graduation is continual and even between the shallow and deep ends.
- Glass is **NOT PERMITTED** at the pool for obvious safety reasons. Drinks in alternative packaging to glass may be consumed at the pool. Acrylic drinkware is provided along with a fridge.
- Pool towels or foutas are provided for each Guest. Airers are kept at the pool and at each property so Guests may keep their pool towels or foutas dry. Guests must not hang damp or wet towels over the iron railings at the Loft du Vigneron.
- Guests visiting the beach or who go river swimming, should ask for an alternative towel to take outside of the Property/ies.

2.4 Use of the Property / Properties :

- The Property/ies are advertised as short-term self-catering or serviced holiday rental accommodation which are rented for short and defined periods of time. They are licensed only for this purpose and therefore only holiday bookings can be accepted.
- Clients wishing to use a holiday as a celebration are welcome to do so. Weddings, stag do's or hen parties are not permitted. If a Booking transpires to be such an event, the Owners will terminate the Booking with immediate effect without Refund or Compensation.
- By arrangement with the Owners, the Client may use the Property/ies for the purpose of hosting holiday-led events such as wine tourism, gastronomy, painting, gardening, yoga, pilates or other groups by discussion.
- The Property/ies may not be sub-let to any other person/s or organisation/s. A condition of the License requires the Owners to know who is renting the Property/ies, and the Owners must be certain the Property/ies are only being used for their intended purpose.
- If a Booking includes activities that bring the Owners, their business and / or their Property/ies into disrepute, the Owners will terminate the Booking with immediate effect without Refund or Compensation.
- The maximum length of one Booking is four weeks. If a Client wishes to rent the Property/ies for a longer period, a series of continuous Bookings should be made. This arrangement solely facilitates an extended holiday; it does not construe or constitute any aspect or element of a domestic tenancy agreement, nor does it provide the Client with any such rights associated with such an agreement.

2.5 Security & Valuables :

- Guests' valuables are their own responsibility. Valuables left at the Property/ies are entirely at the Guests' own risk. The Owners are not responsible for any losses in any circumstance.
- The Property/ies should always be left locked when unoccupied, even if Guests are in the nearby pool garden, or if they leave the Property/ies.
- The Owners recommend the Property/ies is kept locked and secure at night. Guests leaving their doors and / or windows open do so at their own risk.
- The Client is responsible for the keys to the Property/ies. If lost, the charge for each replacement key is up to 75,00 € plus VAT.
- In the unlikely event of a burglary, and if the Client elects to vacate the Property/ies early, no Refund or Compensation will be provided.

2.6 Behaviour :

- Guests are responsible for their own behaviour; the Client responsible for making the Booking is the Group's co-ordinator accepting responsibility for the correct and decent behaviour of everyone in the Group.
- If anyone in the Group does not observe correct and decent behaviour, the Owners will terminate the holiday of the Guest/s concerned; this means they will leave immediately without Refund or Compensation. If the entire Group fails to observe correct and decent behaviour, the Owners will terminate the entire Booking immediately without Refund or Compensation.

2.7 French Standards & Local Information :

- The Property/ies are subject to French standards which may vary from standards in the Client's own country. These may include (but are not restricted to) electrics, plumbing, heating, ventilation, decoration, sewerage, health & safety, building regulations. Staircases are often quite steep, for example.
- Safety standards, at the Property/ies and elsewhere, may be lower than those in the Client's own country. Guests should take reasonable precautions to protect themselves during their holiday.
- Baby equipment is sourced from Aubert, a reputable French supplier. It is all of an excellent quality and is manufactured to European safety standards.
- The beds are an excellent quality with international brand recognition of bed frames and mattresses. Super Kingsize beds: 180 cm wide x 200 cm long; Kingsize beds: 150 cm wide x 200 cm long; Twin beds: 90 cm wide x 190 cm long; by prior arrangement may be configured to provide a bed: 180 cm wide x 190 cm long. All bedding and sheeting is provided; duvets, pillows and protectors are all made from recycled and hypo-allergenic materials.
- The Owners are not responsible for any disruption in electrical power supply or outages to internet or satellite television services, which may be affected by inclement weather; both are automatically restored when the weather incident is over.
- The Owners are not responsible for any water shortages or for the local equipment responsible for processing waste and waste water.
- The Owners have two small, friendly dogs. Guests are welcome to meet them; Guests who do not like dogs should mention this to the Owners so that the dogs can be isolated from the Guests. The Owners allow the dogs to roam around the large rear garden, usually when Guests are out.
- Rieux-Minervois is a traditional, thriving wine-producing village. There is a range of essential shops and services; amenities - including boulangerie, doctors' surgery, pharmacy, local bar, restaurant and winery - which are just a few minutes' walk away.
- Generally, the village is very quiet and often one can only hear one's own heartbeat. There is some commuter traffic passing through at the beginning and the end of the day. The small local school occupies the neighbouring block; the distant sound of children playing is enchanting in term-time, with long silences in the school holidays. There may be the sound of children playing in a nearby street or a dog barking at a cat, but collectively, these are the sounds of everyday village life in rural France.

- Fêtes and festivals are popular throughout France all year round, especially in summer. Occasionally a procession may pass by or a band plays in the distance cheered on by clapping audiences. Events are open to all and Guests often like to join in to get a feel for real French life.
- Occasionally a new building may be erected somewhere in the village or an old one renovated. Due to very hot summers, contractors aim to get all building work done during winter when it is cooler to work outside. However, building work can be undertaken at any time and the Owners cannot be held responsible for any such work, or its impact if there is any.

3. The 'Small Print' :

3.1 Legal Notices :

- The Business is fully registered in France. It is bound by and conforms to laws observing the provision of short-let holiday rental accommodation and services to holidaymakers as promoted by the *Ministère de la Justice*. Its fiscal activity is administered by the *Direction Générale des Finances Publiques* or *DGFiP*. The Owners may be responsible for collecting Taxe de Sejour or tourist tax on behalf of the *French Government* and as defined by the *Code Général des Collectivités Territoriales* or *CGCT*.
- The Properties referenced in the Terms of Business are registered with the local authorities (Le Bureau de La Mairie, Rieux-Minervois and l'Office de Tourisme Communautaire, Carcassonne Agglo) and their Licenses are detailed elsewhere in this document.
- The Business is covered for Public Liability Insurance to the value of 1,5M Euros; the policy is provided by Generali Insurance in France.
- The Owners confirm that they conform to legislation for holiday rental accommodation, namely : swimming pool security; a smoke detector / alarm, fire extinguisher and fire blanket is provided in each property.

3.2 Jurisdiction :

- All Parties agree that any claim, action or proceeding arising out of these Terms of Business must be brought in the Courts of France. French Courts require all written documents to be submitted in French and if translated into French, to be authorised by a translator registered at the *Cour d'Appel* (in this region, Le Palais de Justice, 1 Rue Foch, 34023 Montpellier, Hérault, France). Similarly, verbal translation for non-French-speaking attendees in a courtroom setting must be supplied by a translator also registered at the *Cour d'Appel* and licensed to provide translation services.

3.3 Copyright :

- www.quatsaisons.com is the intellectual property belonging to the Owners. Details of copyright for the Website can be found on it. You may download information from it, but only in the context of using it to make Bookings and to use the Property/ies for the Rental Period for the purpose of a holiday. None of the information on it, either written or pictorial, may be reproduced.

3.4 Privacy Policy :

- The Privacy Policy can be found on www.quatsaisons.com . It outlines the Owners' commitment to protecting Clients' data and conforms to current data protection laws in France and Europe as determined by the *French Data Protection Agency* otherwise known as the *Commission Nationale Informatique & Libertés (CNIL)*.

3.5 Defined Terms :

- **The Business; I, We, Us, Our; the Owner or Owners; the Property Owner or Property Owners; the Host or Hosts; I or We refers to :** Mme Karen SECKER and / or M. Russell SECKER.
- **Property or Rental Property; Properties or Rental Properties; Property/ies or Rental Property/ies; Accommodation or Rental Accommodation refer to :** Le Domaine aux Quat'Saisons, Maison du Martinel, Loft du Vigneron; in part or in totality, both internally and externally.
- **Client or Clients; the Guest or Guests; You or Your(s); Individual/s or Group refers to :** Both the Person making the Booking and **ALL** other named Person/s for whom the Booking is made. The name of **ALL** Persons must be provided to the Owners.
- **Child or Children; Underage Guest/s; Minor/s refers to :** Young person/s aged under 18 years on the Arrival Date; for Taxe de Sejour Payments under 18 years at any time during the Rental Period; children aged 10 years or under cannot access a swimming pool nor be left unsupervised at the pool without a responsible adult.
- **Nominated Person / Client; Responsible Person / Client; Named Person / Client; Principal Person / Client refers to :** The Person who assumes responsibility for making the Booking and agreeing to the Terms of Business on behalf of the Group. Nominating one person does not exclude others in the Group from their individual and collective responsibilities regarding the Booking or the use of the Property/ies during the Rental Period.
- **Party or Parties refers to :** Either the Owners or the Client, individually or collectively.
- **Minimum Age refers to :** The minimum age of the Nominated Person, which is 25 years of age at the time of Booking.
- **Terms of Business (ToB) refers collectively to :** The Terms and Conditions of Booking, The Terms and Conditions of Use and the 'Small Print', each defined below, and which provide the legal framework between the Owners and the Clients. The Terms of Business can be found on www.quatsaisons.com where they can be read in large print or downloaded as a PDF, or on Freetobook during the Booking Process.
- **Terms and Conditions of Booking (T&CB) refers to :** Various Terms and Conditions applicable to the Booking itself including the Booking Process, Confirmation, Pre-payment, Payment, Cancellation, Refunds, Repayments, Security Bonds and Tourism Tax. Provision extends to **ALL** Guests named in the Booking.
- **Terms and Conditions of Use (T&CU) refers to :** Various Terms and Conditions applicable to occupying and using the Property/ies, their contents, equipment and facilities during the Rental Period. Provision extends to **ALL** Guests named in the Booking.
- **The 'Small Print' refers to :** Various explanations and definitions attributed to the Terms of Business. Provision extends to **ALL** Guests named in the Booking.
- **Privacy Policy (PP) refers to :** The policy adopted by the Owners to protect the identity of Guests, which can be found on www.quatsaisons.com .
- **The Contract refers to :** A legally binding agreement between the Owners and the Client based upon the Client's responses during the Booking Process and / or any additional information relevant to the Booking and subsequently confirmed to the Client. The Contract is subject to the Terms of Business. Provision extends to **ALL** Guests named in the Booking.
- **Force Majeur refers to :** Acts of war; threat of war; political unrest; terrorist activities; adverse weather conditions; volcanic ash clouds; strike; acts of God; epidemics; pandemics; riots; civil strife; industrial disputes; natural disasters; technical disasters; nuclear war; or any other events beyond the Owners' control.
- **Jurisdiction refers to :** Jurisdiction under French law where the Terms of Business are bound by the laws of France.
- **Direct Booking or Booking refers to :** A Booking made by the Client directly with the Owners to the exclusion of any Platform.
- **Reservation Platform/s or Platform/s including, but not to restricted to, Agency; Booking Agency; Rental Agency; Villa Rental Agency; Property Rental Agency; Holiday Rental Agency; OTA (Online Travel Agent); refers to :** The Booking medium the Client may use to make a Booking if it has not been made directly with the Owners.
- **Agency Fees; Agency Commissions; OTA Fees; OTA Commissions; Administration Fees or Administrative Charges refers to :** Fees or commissions charged by any Reservation Platform to the Owners by way of a contractual agreement or to the Client by way of additional fees, administration charges and / or supplementary commission fees pursuant to the Platform. Such charges often attract VAT at the prevailing rate in the country where the Platform is fiscally located.
- **Rental Rates refers to :** The Rate or Rates; Price or Prices; Charge or Charges, either by the week, night or bed space, which are published by the Owners and accepted by the Client by means of the Booking Process and / or Payment for the Property/ies.
- **TVA or VAT refers to :** Taxe sur la Valeur Ajoutée (French Value Added Tax) at the prevailing rate. Rental Rates quoted by the Owners are inclusive of French TVA. TVA Registration is listed at the beginning of these Terms of Business.
- **Preferred Dates; The Rental Dates; Arrival Date and / or Time and Departure Date and / or Time refers to :** The collective Rental Dates, the individual Arrival and Departure Dates and the Arrival and Departure Times specified for the Booking.
- **The Rental Period refers to :** The entire period for which the Property/ies are rented, incorporating the Rental Dates.

- **Deposit; Payment; Balance of Payment; Pre-payment; Full Pre-payment refers to :** Monetary transactions made by the Client to the Owners and which may be determined as an exact amount or by use of a percentage figure.
- **Refund refers to :** Monetary transactions made by the Owners to the Client for the Rental Rate and / or any chargeable Special Requests that may be due to be returned to the Client.
- **Repayment refers to :** Monetary transactions made by the Owners to the Client for repaying Taxe de Sejour due to Cancellation or a reduction in numbers.
- **Compensation refers to :** A sum of money paid by the Owners to the Client as a gesture of goodwill if issues arise beyond the control of the Owners. By accepting the Compensation, the Client will have no further claim against the Owners.
- **Security Bond (SB) or Security Deposit refers to :** The pre-determined amount of money to fund breakages or damage, be they accidental or wilful, occurring in or at the Property/ies during the Rental Period. The value of the Security Bond differs for each Property.
- **Excess Damage refers to :** The additional cost of all breakages or damages not covered by the value of the Security Bond.
- **Funds refers to :** The monetary transactions between Client and Owners or vice-versa of Deposit; Balance or Balance of Payment; Payment or Full Payment; Pre-payment or Full Pre-payment either in isolation or collectively for Rental Rates; TVA or VAT; Taxe de Sejour or Tourist Tax; chargeable Special Requests.
- **Taxe de Sejour (TdS) or Tourist Tax refers to :** Monies paid by adult Guests to fund the French Government's nightly tourist tax.
- **Special Requests refers to :** Any additional request for the provision of goods, services or both provided either by the Owners (complimentary or chargeable) or by a Specialist Third Party (chargeable). Some Special Requests provided by the Owners may attract an additional cost; whenever applicable, any such costs must be paid for before the Special Request is provided, delivered or fulfilled to the Client.
- **Third Party or Specialist Third Party including, but not restricted to, Professional; Supplier or Specialist Supplier; Chef or Private Chef; Catering Company or Private Catering Company; Private Dining; Event Organiser or Special Event Organiser; Party Planner; Concierge or Concierge Service refers to :** External Specialist Suppliers able to provide, deliver or fulfil any Special Request/s the Client may have. Clients are responsible for liaising directly with such Suppliers and for paying them directly.
- **www.quatsaisons.com refers to :** The domaine name of the Website hosted by the Owners.
- **Website or Websites and www.quatsaisons.com refers to :** The Website hosted by the Owners to provide online representation of the Property/ies, a Direct Booking facility using Freetobook and the Terms of Business attributed to ALL Bookings.
- **Booking Process refers to :** The steps taken by the Client, usually in sequential order, to process a Booking or Cancellation using Freetobook.
- **Freetobook refers to :** The Owners' nominated booking system used by Clients to formalise all aspects of the Booking Process and which is accessed directly from www.quatsaisons.com . It enables Clients to make and pay for Bookings for the Property/ies, using an established, secure, proven and respected software provider in the direct bookings technology sector.
- **Confirmed or Confirmed Booking; Confirmation refers to :** A Booking made by the Client whose status becomes Confirmed by means of : acceptance of the Terms of Business; Payment of a Deposit or a Balance of Payment or a Full Pre-payment AND Confirmation issued by the Owners to the Clients all using the secure Booking and Payment Processes on Freetobook.
- **Cancelled or Cancelled Booking; Cancellation refers to :** A Booking which is Cancelled either by the Clients or the Owners and is subject to the terms affecting the Cancellation by either Party.
- **Curtailed or Curtailed Booking refers to :** A Booking already in residence, which is terminated by either the Client or the Owners, resulting in the Client's Departure in advance of the Confirmed Departure Date is regarded as an act of Curtailment.
- **Replacement Booking; Re-let or Re-letting refers to :** A new Booking sourced to replace a Cancelled Booking for the same Property/ies for the same Rental Dates and the same Rental Rates as the original Booking.
- **Amendment/s or Change/s refers to :** Any MINOR alterations to an original Booking made by a Client and communicated to the Owners following the original Confirmation of the Booking, and which are bound by the same Terms of Business.
- **Stripe refers to :** Stripe, one of the world's largest payment processing companies, facilitates secure PCI compliant card payments and / or refunds securely and promptly. Stripe is integrated into the Freetobook system to ensure the overall Booking experience is seamless and safe.
- **Bank Transfer refers to :** The method of Payment and / or the method of Refunds and / or Repayments passing directly between Clients' and Owners' (and vice-versa) nominated bank accounts.
- **Travel Insurance Policy or Comprehensive Travel Insurance Policy refers to :** The provision of an insurance policy providing cover to Clients for costs associated with the Booking and its potential Cancellation or Amendment. It is strongly recommended that the policy takes effect from the date the Booking is made until the end of the holiday.
- **Cancellation Statement refers to :** The document required by a travel insurance provider from the Owners confirming various aspects of the Booking, including the Booking Dates, Rental Dates, Rental Rates, Cancellation or Curtailment Dates, Deposit value, Balance value, Total value, Reason for Cancellation and any other elements of information the insurer requires, in order for the insurer to consider the Client's claim.
- **Accidental Damage Insurance Policy; Property Insurance Policy refers to :** The provision of an insurance policy providing cover to Clients for Property Repairs and Replacements (and possibly Professional Installation) costs resulting from accidental or wilful damage or neglect during the Rental Period and any consequences after the Rental Period has ended. The Security Bond value is limited; any Excess Damage charges over and above those funded by the Security Bond must be met by the Client, by means of an insurance policy or personally.
- **Property Repairs; Replacements; Professional Installation refers to :** The individual or collective remedies to correct any damage or breakages to any part of the Property/ies, internally or externally, or the contents within. Sometimes, Professional Installation may be required to either carry out the repair or to decommission and re-install replacement equipment.
- **License or Licenses refers to :** The License or Licenses granted by the local Mairie on behalf of the French Government permitting the Property/ies to be rented for short, defined periods of time to Clients using them only for the purpose of short-term self-catering or serviced holiday rental accommodation. Each Property is licensed for a maximum number of Guests detailed elsewhere in these Terms of Business, which must not be exceeded.
- **Electronic Agreement refers to :** A tick box marked: 'I confirm that I accept the Terms and Conditions of the Booking' appears during the Booking Process. It makes the Booking legally binding when electronically ticked.

3.6 Website :

- www.quatsaisons.com provides an online presence for the Business enabling Clients to assess the suitability of the Property/ies for the purpose of their holiday. In addition, Bookings can be made directly with the Owners using Freetobook which is accessed via the Website.
- Use of the Website, when considering the Property/ies for Rental, requires the Terms of Business, which are available on www.quatsaisons.com , to be considered so Clients may balance their enthusiasm for booking a holiday at the Property/ies with the responsibilities for making such a Booking.
- If the Client does not agree to any aspect of the Terms of Business or to the Privacy Policy, they should stop using the Website immediately.

3.7 Accuracy of Information :

- The Owners' objective is for every Guest to have a wonderful and memorable holiday when renting the Property/ies; their further objective is that every Client is entirely satisfied that the Property/ies are suitable for the Group for which they're intended at the time of Booking.
- The Owners take every care to provide accurate and honest information, in the written or spoken word, or in still or moving imagery on www.quatsaisons.com .
- The Owners publish Guests' reviews to help Clients understand whether the Property/ies suit the Group's needs. If Clients need additional information they can ask the Owners who will answer any questions they may have to help them determine if a holiday at the Property/ies can be the best it can be.
- All information provided by the Owners is in good faith. It is also provided to selected Platforms, journalists or advertisers representing the Property/ies, who are expected to reproduce such information accurately. The Owners are not responsible for any errors or omissions made by them or for any misunderstandings arising due to their negligence.
- If the Client believes any information to be inaccurate or misleading, the Owners must be alerted so it can be reviewed and corrected if necessary. Information is provided to help Clients determine the Property/ies' suitability for the Group. The Owners offer an honest and factual account of the Property/ies, but their account does not constitute advice or recommendation by them. Ultimately, Clients must determine suitability themselves.

- The Property/ies are not professionally assessed or star-rated. Although self-catering properties, previous Guests have commented that they're aligned to luxury five-star hotels, suggesting that their style and design, along with the quality of fixtures and fittings, combine to provide beautiful and bespoke environments for Guests for whom the aesthetic qualities of the Rental Property are equally as important as the other facets of their holiday.

3.8 Insurance Recommendations :

- The Owners regularly and strongly recommend in these Terms of Business the value of ensuring everyone named in the Booking is adequately protected by a Comprehensive Travel Insurance Policy from the Date the Booking until the end of the holiday.
- The Client is responsible for the FULL value of any Repairs or Replacements (and their Installation if necessary) as well as any financial impact of such damage if it is so severe that it impacts future Guests' holidays. Such costs are not restricted to the value of the Security Bond. The Owners therefore recommend that the Client is suitably insured for such costs as outlined elsewhere in these Terms of Business.
- Damage costs are unlikely to be covered by Travel Insurance. The Client's own Property Insurance Policy *may* provide coverage or a separate, temporary Insurance Policy may be purchased. It is the Client's responsibility to to arrange coverage. To be clear, if there is damage caused beyond the value of the Security Bond, the Owners will pursue the Client for the additional costs, whether the Client is insured or not.

3.9 Bookings Using Reservation Platforms (Agencies and OTAs) :

- To increase exposure, the Property/ies may also be represented by Platforms such as Villa Rental Agencies and OTAs, whose online presence uses their own unique websites.
- Clients booking Rental Property/ies using Platforms should know that many of them charge additional commission and / or administrative fees; these differ amongst Platforms. The Owners cannot influence such charges; they are met by the Client and may inflate the price of the holiday.
- Platforms' charges usually become evident later in the booking process; this makes budgeting less transparent. Clients should satisfy themselves of such costs before committing to a Platform booking to avoid any surprises!
- Platforms use their own booking methods and these are entirely separate from the Booking Process using Freetobook for Direct Bookings made with the Owners who have no responsibility for any Platforms.
- Clients must satisfy themselves that any particular Platform provides the most suitable booking method for them. Confirmed Platform bookings cannot be converted into a Direct Booking with the Owners, or vice-versa.
- Booking, Payment, Cancellation, Refund, Repayment and all other Terms of Business vary amongst Platforms. Clients using a Platform should be satisfied that these terms are suitable for them. The Owners neither influence them nor can be held responsible for them.