

LA MAISON BLANCHE LTD - TERMS AND CONDITIONS

All bookings made with La Maison Blanche are subject to the following terms and conditions which can be found on our website www.thefrenchcountryhouse.com/termsandconditions

The French Country House is a trading name of La Maison Blanche Limited whose registered office is Hamilton House, 6 Lavender Lodge, Main Road, COLWICH, ST17 0XE.

Your contract is with La Maison Blanche Limited, company registration number 11921128 (from now on referred to as "La Maison Blanche" or "We").

1. YOUR HOLIDAY CONTRACT

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our Confirmation Invoice. We reserve the right to correct errors or revise costs at any time prior to issue of the Confirmation Invoice. We also reserve the right not to accept any booking. This contract is made on the terms of these booking conditions which are governed by English Law and we both agree to submit to the jurisdiction of the English Courts at all times. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2. YOUR HOLIDAY PRICE

We reserve the right to alter the prices of the holiday(s) shown on our website. You will be advised of the current price of the holiday that you wish to book before payment is taken and before your contract is confirmed. When you make your booking, you must pay the deposit which will become non-refundable once your contract is confirmed, except as stated in Section 7. The amount of deposit due will be confirmed at the time of booking. The balance of the price of your holiday must be paid at least 60 days before your holiday commencement date. If the deposit and/or balance is not paid in time, we reserve the right to cancel your holiday. If the balance is not paid in time, we shall retain your deposit. Failure to pay the balance will be treated as a cancellation of your holiday by you, and since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges up to the maximum shown below in clause 5.

Changes in exchange rates mean that the price of your holiday may change after you have booked. The cost of the holiday is based on a euro/£ exchange rate of 1.10 euros to £1.00 sterling and is subject to surcharges on the following items - currency exchange rate fluctuations, governmental action resulting in an increase in taxes and/or any cost arising directly or indirectly from Brexit. Should you decide to cancel for this reason, you must do so within 14 days from the date printed on your Confirmation Invoice. Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you, subject to an administration charge.

3. TRAVEL ARRANGEMENTS

Travel arrangements to and from the holiday destination airport or other pick-up locations are the responsibility of the Client/s. No responsibility is accepted for any delay caused by these travel arrangements to the Client/s attendance or non attendance on the course. Also, your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

PLEASE NOTE THAT CURRENT GOVERNMENT ADVICE AS AT THE 6TH OF SEPTEMBER 2019 IS TO HAVE AT LEAST 6 MONTHS LEFT PRIOR TO THE EXPIRY DATE OF YOUR PASSPORT

4. IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your holiday booking, for example your names of the party (including spelling errors) we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made, must be in writing from the person who made the booking. You will be asked to pay an administration charge of £40 per person for each change that is made as well as any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made, you should therefore contact us as soon as possible.

You may transfer your booking to another person, providing that: a) you authorise the change in writing; b) the new lead passenger accepts the transfer and the terms of our agreement; c) that person complies with the terms of the existing booking; and d) that person has valid holiday insurance.

If you request to transfer your booking, to change a name on a booking we will charge administration fees of £40 per person (as well as any further cost we incur in making this alteration); these will be added to the new invoice. The new lead passenger, and you should they fail to pay, will be responsible for the payment of any balance due on that new invoice.

5. CANCELLATION BY THE CLIENT

You, or any member of your party, may cancel your holiday at any time. Written notification from the person who made the booking on your behalf must be received by email. Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges per person up to the maximum shown below. We will apply these cancellation charges from the day we receive your written notification via email to glyn@thefrenchcountryhouse.com

Note: The reason for your cancellation may be covered under the terms of your insurance policy, you may therefore be able to reclaim these charges.

The following cancellation charges will apply per person

- 1) More than 60 days before commencement of the course: Deposit only.
- 2) 30 – 59 days before commencement of the course: 75% of full holiday price.
- 3) 1 – 29 days before commencement of the course: 100% of full holiday price.

6. INSURANCE

It is the responsibility of the Client/s that they have appropriate and adequate travel, medical and cancellation insurance at the time of booking, for the period of the holiday and for the destination and activities. The booking is invalid without adequate insurance being in place as detailed above at the time the booking was made. Please provide us with a copy of your insurance certificate.

7. IF WE CANCEL OR ALTER YOUR HOLIDAY

The arrangements we offer are planned many months in advance and while it is unlikely that we will have to make any changes to them, we must reserve the right to do so. Most of such changes will be minor and we will advise you of them at the earliest possible date.

The course is based upon an economic number of attendees. In the event that this economic number is not reached La Maison Blanche reserves the right to cancel the course up to eight weeks prior to the course commencement.

However, we will not cancel your holiday less than eight weeks before your holiday commencement date, except for reasons of force majeure (see definition below) or failure by you to pay the final balance.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, or cancelling your booked holiday and receiving a full refund of all monies paid.

In the event of La Maison Blanche cancelling or altering the holiday, La Maison Blanche will make every reasonable effort to comply with the documented arrangements but La Maison Blanche reserves the right to alter or cancel the whole or part of the programme.

La Maison Blanche reserves the right to cancel a booking if it has reasonable doubts about the suitability of the Client/s. In these circumstances a full refund will be paid and in this event La Maison Blanche has no other legal liability to The Client/s for the loss of opportunity to partake on the holiday.

La Maison Blanche reserves the right to alter the programme if made in the interests of Client/s safety.

In the event of cancelling the holiday La Maison Blanche will refund monies paid within 14 days of written notice of cancellation, in this event La Maison Blanche has no other legal liability to The Client/s for the loss of opportunity to partake in the holiday.

8. SPECIAL NEEDS OR REQUESTS

If you have any specific medical needs or special requests with your holiday arrangements you must discuss this with us at the time of booking. We will always try to meet your requests where possible, but cannot guarantee their provision. Failure on our part to meet such requests cannot be considered a breach of contract and we are unable to accept any bookings that are conditional on a special request being fulfilled. Not all properties, venues and/or transport vehicles may be suitable for less abled persons including wheelchairs. Notice must be given for special arrangement requests at the time of booking as these special arrangements may not be able to be provided.

9. IF YOU HAVE A COMPLAINT

It is a condition of our contract that if you have a problem during your holiday, you must inform the relevant supplier (e.g. your accommodation host) or telephone Glyn on 0044 7962178336 immediately, who will endeavour to put things right. If, in the unlikely event your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to La Maison Blanche Limited, Hamilton House, 6 Lavender Lodge, Main Road, Colwich, ST17 0XE. Please give your booking reference and all other relevant information, keeping your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to comply with these requirements we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

10. SEASONAL FACTORS AND FACILITIES

Fewer facilities may be available to guests on holiday in our accommodation or in the local area at the beginning or end of the season due to weather conditions. This includes, but is not limited to, swimming pool opening/closing & restaurant opening times. This is usually reflected in the lower season pricing and we cannot be held responsible for their lack of provision, although we shall endeavour, when possible, to advise you of the withdrawal of any facilities if and when we are given reasonable notice.

11. WEBSITE ACCURACY

Our website is written and checked by our staff and whilst every effort has been made to ensure that the information and descriptions are not false or misleading, La Maison Blanche Limited does not warrant or represent that the information is free from errors or omissions. Whilst the information is considered to be true and correct at the date of publication and reasonable efforts are made to keep the information up to date, changes in circumstances after the time of publication or the time a booking is made, may impact on the accuracy of such information. Unfortunately La Maison Blanche Limited is not able to notify customers of all changes in the information and descriptions on our website but we will endeavour to do so if the change is significant or substantial and affects a current booking. The photographs and our descriptions and opinions on the website are intended to give an impression only; and La Maison Blanche Limited cannot be held responsible for any changes made, for example to accommodation, staff, furniture, décor or style of a property, after the images or descriptions have been published on our website, particularly where such change is outside of our control or not notified to us.

12. DATA PROTECTION

We shall observe the requirements of the Data Protection Act 1998 and any amendments or revisions thereto in the provision and use of the subject matter of the booking terms and personal data processed under it and shall comply with any request made or direction given to the other which is directly due to the requirements of such Act.

13. SEVERANCE

No clause, sub-clause or their relevant parts in the Booking Terms and Conditions may be held to be unenforceable or void except for the judgement of a court of competent jurisdiction. Should any clause, sub-clause or part thereof be so held to be unenforceable or void the remaining clauses, sub-clauses and their relevant parts shall remain in full force and effect to the extent that they are capable of remaining operative having taken account of the said court's judgement.