

THE BARN AT VIJON Terms & Conditions

This update 01 January 2023

1 TERMS

- 1.1 The property is offered for holiday rental subject to confirmation by the owners, John & Anne Thomson. The property referred to is The Barn at Vijon, 4 Rue des Echoppes, 36160 Vijon, France.
- 1.2 The terms "you" and "your" refer to the party leader, the "client" on the Booking Confirmation & Invoice and all members of their party. The terms "us" "we" and "our" refer to the owners, John & Anne Thomson, The Barn at Vijon, France
- 1.3 The term BCI is used to represent our Booking Confirmation & Invoice. The term T&Cs is used to represent these Terms and Conditions.
- 1.4 The terms "agreed by us" and "our prior agreement" mean you must have our written (including email) agreement.
- 1.5 The term "deposit" is used in the UK English language meaning of the word but deposits are payable and accepted under the French "[Arrhes](#)" legal definition.
- 1.6 Whilst we will never knowingly mislead you, we may on occasion make errors in our communications with you, as indeed you might with us. All communications between us are accepted to be "Errors & Omissions Excepted" and any statements may be withdrawn without prejudice at any time prior to final payment.
- 1.7 We reserve the right to amend these T&Cs and their Annexes at any time. The change(s) will become effective immediately but will not apply to existing confirmed bookings.

2 BOOKING

- 2.1 An enquiry will only be considered by us to be a reservation or booking once clause 2.2 has been effected.
- 2.2 Subject to availability, and upon your request by e-mail or telephone, a provisional reservation will be made.
- 2.3 To ratify the provisional reservation we must receive, within 2 days, written (including email) confirmation that you would like to book, the names and home addresses of all party members, your landline telephone number and the ages of all those under 18 at the date of arrival. To comply with French law, we are required to record upon arrival the nationality, place and date of birth of all party members. To avoid form filling on arrival we request that this information is provided at the same time as the above for inclusion on your BCI. If you do not provide a verifiable home address, we cannot ratify your booking without additional authentication.
- 2.4 Please be aware that the property is NON SMOKING and that Pets are not permitted under any circumstances.
- 2.5 The person making the booking (i.e., the client/party leader) must be a member of the party occupying the property and must be aged 21 years or over.
- 2.6 Only once the above are fulfilled, a BCI will be sent by e-mail. This will contain full information relating to the booking and payment.
- 2.7 Upon receipt, you must check the BCI carefully and if any of the information is incorrect, contact us immediately. Mistakes or errors, however caused, cannot necessarily be rectified at a later date.

3 PAYMENT

- 3.1 A booking deposit of 25% of the total rental must be paid at the time of making the reservation or within 7 days of the date of the BCI, preferably by personal internet banking transfer. In paying the deposit you certify that you accept and are authorised to agree to these T&Cs on behalf of all persons detailed and all those added or substituted at a later date, should such changes be accepted by us.
- 3.2 A security deposit of €200 is payable at the time of arrival (in cash). This will be returned to you within seven days of your departure, subject to the terms of the Annex titled "Security Deposit". Payment of the Security Deposit by any other means is not accepted.
- 3.3 The balance must be paid with cleared funds not less than 60 days prior to your arrival at the property.
- 3.4 We are entitled to treat your booking as cancelled if you fail to pay the booking deposit or balance on time.
- 3.5 Bookings accepted within 60 days of your arrival at The Barn at Vijon must be paid in full at the time of booking.
- 3.6 Only the invoiced sums are to be paid. Under no circumstances will over-payments be refunded prior to the completion of your holiday.
- 3.7 Our published rental rates are in Euros with payment to be made into our French bank account or for UK customers into UK bank account in UK pounds*
* We use daily published bank exchange rates available on-line. Although fairly accurate, these are for guidance only and the actual exchange rate will be agreed at the time of booking.

4 CONTRACT

- 4.1 Upon receipt of your booking deposit a binding contract between you and us will come into existence and these T&Cs will be deemed to be accepted by both parties and form part of that contract. The Annexes to these T&Cs form part of that contract where applicable.

5 ARRIVAL AND DEPARTURE

- 5.1 Arrival and departure can be on any day and durations can be flexible (subject to our minimum stay requirements advertised on our website). Availability can be viewed at any time through our website www.barnatvijon.com Arrival is between 15:00 and 22:00 local time. You should vacate the property no later than 10:00 on the day of departure. (Please advise the owners the previous day if you require an earlier departure).
- 5.2 For your security and our comfort, you agree to advise us, before 10:00 on the morning of your arrival, of your point of entry and landing time in France (or place of departure within France) and your anticipated arrival time. You agree to update us with your progress by text message or other means whilst en-route and for us to contact you by such means if we do not hear from you or see fit to request an

update. We will not bother you unnecessarily, but we care about our guests' well-being and unless we have some idea of your progress we cannot anticipate if something has gone wrong and be in a position to offer or seek assistance.

5.3 Given adequate notice and communication we will be as accommodating as we can. However, as The Barn at Vignon is a single-booking property, not an Hôtel or Chambre's d'hôte with flexible arrival times, you agree to make every effort to arrive at a reasonable time, broadly in line with clause 5.1, unless otherwise agreed by us, at the time of booking in the case of transport arrangements or at least one week before your arrival date for planned itinerary changes. We are sympathetic to verifiable unavoidable delays, which must be advised to us as soon as they are apparent, but we do not offer "late check-in" arising from choices of travel times, detours or stops on your journey. We greet all guests personally and unattended arrivals are not accepted except in the case of repeat bookings. If you choose to arrive significantly later than 22:00, unless previously agreed, it may not be possible for you to have access to the property until the following morning. Any costs you incur will not be reimbursed by us and we will not refund any unfulfilled part of your booking.

5.4 If we find anything that has been left behind during your stay, we will contact you and will, at your request, return it to you by whatever means you choose. If any of our property is accidentally taken away by any member of your party, you must contact us immediately you discover it and we will decide if we require you to return the item(s). We will use our best endeavours to minimise expense, but all carriage costs must be borne by you.

6 INSURANCE

6.1 We strongly advise that all members of your party have comprehensive travel insurance, including full cancellation cover for all eventualities, for the party's personal belongings, public liability, personal accident, and damage to our property, etc. Whilst we do not require proof you have insurance, in making the booking you acknowledge that you understand the importance of our advice and absolve us of all legal or moral obligation for any of the above. Any claims must be made direct to the insurance company or other body concerned.

6.2 We strongly advise that all members of your party have appropriate medical cover for France, at the very least by way of an EHC or equivalent. Any claims must be made direct to the insurance company or other body concerned.

6.3 We strongly advise that, unless you are certain that you are fully covered, you notify your vehicle insurance provider of your trip and obtain confirmation that your cover is appropriate for your needs.

6.4 We strongly advise that you have comprehensive vehicle breakdown insurance and that the terms of any manufacturers or second-market warranty provide cover whilst in France.

6.5 Your use of the property or its facilities is entirely at your own risk - you must have your own insurance.

7 CANCELLATION OR ALTERATIONS BY US

7.1 Cancellation initiated by us without external edict and with no grounds on your part is not envisaged unless the cause is of a very serious nature in which case, if we are in a position to do so we will do all we can to assist you in finding suitable alternative accommodation should you so wish. We will inform you as soon as possible and a full refund of all monies paid by you will be given within 7 days. In the event of cancellation by us in this situation our liability shall be limited to refunding all monies paid to us and the terms of the "[Arrhes](#)" deposit definition (clause 8.2a) shall not apply.

7.2 Cancellation advised to you by us as a result of government legislation, decree or official recommendation whether in France or your home country, which prevents us from receiving or accommodating guests, will be subject to French law pertaining to the situation at that time. Excepting French legal requirements, we will not consider this as cancellation by us and our normal cancellation terms (see section 8) will apply. To be certain you receive full financial recompense your travel insurance must include cover for such eventualities.

7.3 In the event of materially incorrect information having been provided to effect a booking or information comes to light that would have resulted in our declining it originally, we reserve the right to cancel the booking, whether or not any payment has been made, and treat such annulment as a cancellation by you (see section 8).

8 CANCELLATION OR ALTERATIONS BY YOU

8.1 Cancellation by you must be notified in writing, including e-mail and must specifically state you wish to cancel your booking. The effective date is the date we receive this. Any other communications that imply but do not explicitly state you wish to cancel cannot be accepted as notification as we have a contractual obligation to fulfil your booking unless clearly cancelled. The cancellation date will be the date this becomes unequivocal.

8.2 Except as set out below we will not make any refund for cancellation. Legislation, decrees or requirements issued by your home country are not grounds for a refund. To receive full financial recompense, you must have your own insurance that covers the cause of your cancellation. We will, upon request, provide an attestation confirming your booking was ratified, has been cancelled, the reason given, the dates of your booking and all sums invoiced, paid and retained.

8.2a As per clause 4.1 your booking deposit is payable and accepted under the French "[Arrhes](#)" Legal definition of a deposit. Unlike the alternative and stricter "[Acompte](#)" Legal definition, paying the deposit does not oblige you to complete the booking but it is lost if you cancel, unless the contract provides for the possibility of recovering some of the deposit in the event of cancellation (see below).

8.2b Notwithstanding the legal definition, should you cancel, we will refund a percentage of the booking deposit, depending on the notice given. The *cancellation charge* will be...

- After deposit but before 60 days of arrival – 25% (deposit is forfeit)
- Between 60 days and 30 days of arrival – 50%
- Between 30 days and 15 days of arrival – 75%
- Between 15 days and date of arrival – 100%
- No shows incur 100% cancellation charge.

8.2c If your booking is voided due to your non-payment of the balance due, we reserve the right to cancel and retain all monies paid.

8.2d Bookings rescheduled to later dates, at our discretion, will become subject to the Terms & Conditions prevailing at the date of our accepting the change, except booking deposit cancellation charges which remain calculated from the original arrival date.

8.3 In the event of cancellation deemed by us to be as a result of the deliberate provision of materially incorrect information, failure to provide the information required under clause 2.3 or fraud, we will retain all monies paid.

8.4 Any claims for cancellation covered by your insurance must be made direct to the insurance company concerned. Booking deposits and balance payments will not be refunded by us except as set out above.

8.5 All bookings are accepted based on the information provided at the time of booking. Your booking is for your named party, as listed on the BCI, to be accommodated and not for renting the property as such, i.e., it is not let with a capacity which may be further utilised at a

- later date, unless agreed by us at least 30 days prior to arrival. Your booking does not automatically entitle you to add additional people or make substitutions later and we reserve the right to decline such alterations or charge a supplement for any changes that we do accept.
- 8.6 Alterations that require reconfiguration of beds must be requested by you and agreed by us at least 30 days prior to your arrival.
- 8.7 We will not decline reasonable requests for alterations to a booking but any requested alteration that we choose not to accept which leads to your cancelling the booking will be considered as a cancellation by you and the above conditions will apply.
- 8.8 No reduction or refund will be made in the case of booked persons who do not ultimately stay in the property.
- 8.9 Any refund arising from cancellation by you will be made no less than 60 days from the date the original funds were credited to our bank account.

9 YOUR RESPONSIBILITIES

- 9.1 You must keep the property and all the furniture, fittings, facilities and equipment in the same state of repair and condition as at the start of the holiday and in the same state of cleanliness and general order in which it was found. You will be responsible for any breakages, losses or damage to the property or its contents caused by members of your party or third parties permitted access to the property by any member of your party.
- 9.2 You must report to us without delay any defects to the property or breakdown of the equipment, machinery or appliances in the property and grounds. Arrangements will be made for repair or replacement, at our discretion, as soon as possible.
- 9.3 Upon arrival you will be given a user-booklet containing useful local information and advice about living in a rural environment. You agree to respect this advice, e.g., there is a "fosse toutes eaux" (Septic Tank) and no sanitary, cosmetic or baby items are to be flushed down the toilets. It is your responsibility to impress upon all members of your party and all visitors our requirements in respect of the "fosse toutes eaux".
- 9.4 Upon departure you must leave the property clean and tidy and remove all waste. Please read and adhere to departure information located in the property.

10 NUMBER OF PEOPLE USING THE PROPERTY & GUESTS OF YOUR OWN

- 10.1 Unless otherwise agreed by us, the house is considered to be at full capacity if let to a maximum of 4 persons. All guests must sleep at night in a bedroom in the beds provided. Nobody extra may sleep at night on sofas, inflatable mattresses or "camp beds", whether ours or yours. You must not move beds, bedding or any furniture from one room to another. The house was designed for family use and for a maximum of 4 persons. The facilities, particularly hot water, were not designed to cater for more than 4 persons and everyone having a lengthy shower one after the other will drain the hot water tank. It will only reheat overnight but running out through heavy use in such circumstances is to be expected and you accept this.
- 10.2 Only the persons stated on the BCI may use the property unless otherwise agreed by us. We retain the right to terminate hire without prior notice and without refund or compensation if the agreed numbers are exceeded.
- 10.3 You may have, in reasonable numbers, lunch, dinner or occasional guests but your guests are not permitted to stay overnight.
- 10.4 The pitching of tents or other structures for use as sleeping accommodation is not permitted.
- 10.5 You remain responsible at all times for the behaviour and conduct of your guests and you will be liable for all damage or loss arising.
- 10.6 The amenities and facilities provided by us are for the use of the persons named on the BCI only. Any occasional "day" guests may not use showers, beds, laundry equipment or any other items provided for the purpose of staying in the property. Obviously, the use of toilets is permitted (subject to our requirements in respect of the "fosse toutes eaux").

11 ACCESS

- 11.1 Although we will respect your privacy, where it is unavoidable, we may have to access the property during your stay to carry out any emergency/essential maintenance or address issues deemed necessary by us. Gardening and exterior maintenance may also take place during your stay, we try to do this when you are out, except in case of emergency when this may not be possible.

12 BEHAVIOUR

- 12.1 The party leader is responsible for the correct and decent behaviour of the party. Should any member of the party not behave in such a manner, including health and safety or hygiene matters potentially affecting the property or subsequent guests, we may use our absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the property immediately. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.
- 12.2 The Internet service may not be used for any illegal or subversive activities, including the transfer of pirated material or material illegal under French law. You agree that in the event that we are required to provide information to The Authorities relating to the period of your stay we will divulge your personal details. We will not divulge personal information unless bound by French law to do so.
- 12.3 Fireworks, bonfires or anything that is alight, are not allowed under any circumstances. All are illegal and you will be reported to the police immediately; they will take the matter extremely seriously.
- 12.4 Candles or use of any flammable material must not be used in the house or inside any structure under any circumstances. Citronella candles, Insect repellents and similar may be used outdoors only but must not be left lit when unattended. They must be completely extinguished when left.

13 NATURE OF LET AND ADDITIONAL SERVICES AT THE PROPERTY

- 13.1 The property is let as self-catering and is not "serviced". Upon arrival it will be clean and beds made up to the agreed configuration. Housekeeping and the making up of beds during your stay is not included.
- 13.2 "Store cupboard" essentials such as bread, milk, eggs, tea, coffee, sugar, preserves, etc are provided for your arrival – these are considered an initial supply just to get you going – further supplies are the responsibility of the guest.

14 BEDDING, TOWELS & LAUNDRY FACILITIES

- 14.1 Bed linen is included in the rental price and is intended to last one week (or slightly longer depending upon the actual duration). For stays of two weeks or more clean linen will be offered weekly. Only the beds noted on your BCI will be made up and beds that are not made up must not be used. If additional bed linen is found to be required during your stay we will provide it on request.
- 14.2 Ample clean towels for normal use will be provided upon your arrival but we leave the frequency of washing these to you. You must not remove towels from the house, except for drying them. Beach and pool towels are not generally provided and you should bring these with you but if this is difficult, please contact us to agree alternative arrangements.
- 14.3 The house is equipped for adult use. We can, however, provide a highchair but all other baby/young children equipment you require must be brought by yourselves.
- 14.4 Laundry facilities and supplies are provided for your use only, i.e., the washing of your personal soft clothing and items supplied by us (e.g., towels). You agree not to use these for laundering your own bedding from previous accommodation or items belonging to persons who are not named on the BCI.
- 14.5 You agree to fully reimburse us for damage or irreversible staining to bedding, towels or furnishings, however caused.

15 GROUNDS & ENVIRONS

- 15.1 For their own safety, children must not be allowed to wander unaccompanied in the grounds of the property, in barns or on roads or footpaths.
- 15.2 The property is in a farming area and you need to be aware of the potential hazards of farm machinery, barbed wire around fields and the need to obey country codes in respect of damage to crops, etc. For their own safety, guests should not enter any fields that contain animals.
- 15.3 As the environs are rural and predominantly organic there may be spiders or insects in the vicinity or in the house and there may be rodents in the vicinity.
- 15.4 There are fruits, berries and herbs growing in the garden and hedgerows and you may pick and eat these. Although we are unaware of any issues you do so entirely at your own risk and we recommend that you do not eat any wild fungi, whether gathered from the grounds or elsewhere.

16 SECURITY, DOORS & WINDOWS

- 16.1 The area is generally crime free, but valuables left at the property are left at your own risk and we will not be responsible for any loss. Reasonable care must be taken against theft and burglary and it is your responsibility to ensure that all doors, windows and gates are closed and locked when leaving the property.
- 16.2 Windows and doors must be closed in the event of storms or rain or if there is a likelihood of inclement weather in order to prevent water damage. During electrical storms the WIFI router may be disabled – connection will be re-established once any storm passes.

17 TAXES

- 17.1 VAT is not applicable and is not charged (Art. 293 B of the General Tax Code - Member of a micro-enterprise tax regime).
- 17.2 There is a small Tourist Tax (Taxe de Séjour) payable by all visitors over the age of 17 who stay in accommodation (hotels, gîtes, B&B, campsites, etc.) For The Barn at Vijon this is currently 0,90€ per person per night and is remitted by us to The *Communauté de communes de Sainte Severe Sur Indre*, which includes our Commune. We receive no benefit, but we are required to charge and collect this tax and remit the takings. The amount payable will be shown on your BCI as a separate item and you may pay this in cash (Euros only) on arrival. If your reservation has been made via an intermediary this may have been included – you will see this on the documentation provided by them.

18 OUR LIABILITY

- 18.1 We cannot be held responsible for, and no compensation will be paid for events beyond our control or for noise, disturbance or nuisance originating outside the boundaries of the property.
- 18.2 We cannot be held responsible for, and no compensation will be paid for the breakdown of mechanical or electrical equipment, the failure of internet or satellite television services, nor the failure of public utilities or failure to provide services, whatever the cause. Our liability shall be limited solely to rectifying the situation as soon as is reasonably possible.
- 18.3 We cannot guarantee the quality or speed of third-party service delivery, e.g., internet speed and bandwidth, mobile phone signals, TV, electricity, water, etc. and no compensation will be paid for our inability to meet your particular expectations or requirements. Our liability shall be limited solely to liaising with suppliers to rectify any subnormal situations as soon as is reasonably possible.
- 18.4 Internet service is provided by Orange ADSL via landline and router but is subject to a data usage restriction. The allowance is more than adequate for normal activities. However, in some circumstances e.g., heavy streaming of movies, downloads of very large files, etc. the speed may be reduced by the ISP or the service suspended altogether.
- 18.5 We cannot be held responsible for any injury, loss or damage to any party members (or their guests), their belongings or their vehicles when using the property, outbuildings, grounds, equipment, or other facilities. The use of these is entirely at your own risk.
- 18.6 Where additional facilities or items are provided or used, with or without our knowledge or consent, e.g. (but not limited to), garden furniture, barbecues, etc., you use these entirely at your own risk and we accept no responsibility.

19 HEATING SUPPLEMENT (OPTIONAL)

As the property is normally open during the period May/September heating is not generally required. However, if guests wish to use electric radiators in the bedrooms and/or the log burner in the lounge there is an additional charge of €15 per night – this is for the cost of additional electricity and the provision of wood. This can be arranged locally with the owners and should be paid for in cash.

Ends

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