

TERMS & CONDITIONS January 2022

Welcome to the Old Presbytery

Thank you for choosing to book with the Old Presbytery and we look forward to welcoming you.

When you make a booking with us, you enter into this Agreement. Please read our Terms and Conditions below, which also provide useful information.

All bookings for Guest Room accommodation and The Apartment at the Old Presbytery are accepted by the clients, hereafter called 'the client' upon the following terms and conditions. Payment of the room fee for a booking will be considered as Agreement on part of the client to the terms and conditions set out here.

SAS Presbytery is a registered French company. Where these Conditions mention 'Old Presbytery' or 'the Company', this means the registered company SAS Presbytery. References to 'you' and 'your' mean the person making the booking, the client and all members of the rental party who have been accepted by the Company. These conditions set out the basis of your contract with the Company. Nothing in these conditions affects your normal statutory rights. Old Presbytery is subject to statutory controls, including those relating to fire, health, hygiene and safety. These must be strictly observed by all guests.

YOUR BOOKING: All offers and bookings are subject to availability. Your booking is made as a consumer and you agree that no liability can be accepted by the Company for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you.

PRICING: The information and prices on the website or other materials are subject to our policies at the time of booking. Whilst every effort is made to ensure the accuracy, changes and errors occasionally occur. The price includes accommodation and breakfast (excluding The Apartment). Unless clearly stated on our confirmation email, all extras will be charged additionally. All taxes are included.

DEPOSIT: A 50% deposit is required at the time of booking, or 100% if the booking is made within 30 days of check-in. The final 50% is required 30 days before check-in.

PAYMENT: All bookings are considered provisional until full payment has been received. This payment can be made via credit or debit card via PayPal or PayPal invoice upon confirmation



of the booking and is subject to our cancellation terms. After receipt of this payment the Company will issue an email confirmation to you and this signifies that the Company has entered into a contract with you, subject to these conditions. When you receive your confirmation, the details must be checked carefully. If anything is incorrect, you are required to inform the Company within 48hrs.

If any payment is not honoured for any reason whatsoever, the Company is entitled to make an administration charge of 25 Euro.

CANCELLATION OF YOUR BOOKING: The day the Company receives your email notification of cancellation is the date on which your booking is cancelled.

- To receive a full refund, you must cancel at least 30 days before check-in
- If you cancel between 14 and 30 days before check-in, you will receive a refund of 50% for all nights
- If you cancel less than 14 days before check-in, you will not receive a refund, i.e. the full amount is non-refundable.

COVID-19 has been declared a global pandemic by the World Health Organization and its consequences are no longer unforeseen or unexpected. As a result, the Company regrets that they cannot accept liability or pay any compensation where the performance of contractual obligations on the part of the client, is prevented or affected by COVID-19 or the implications thereof.

The following circumstances, as examples but not exclusive, related to COVID-19 are not covered by the cancellation policy above: disruptions and cancellations of transportation modes; travel advice and restrictions; health recommendations and quarantines; changes to the law in force; and other government mandates such as evacuation orders, border closures, short–term rental bans, and Lockdown requirements, or other issues and restrictions that may be the direct result of COVID-19.

Clients are requested to carefully consider the risks associated with COVID-19 and to assume responsibility for those risks when making a reservation.

The Company advises strongly that adequate travel, health and cancellation insurance cover is arranged to cover you against any unforeseen problems that might lead to cancellation or curtailment. All bookings are non-transferable unless previously agreed.

COVID-19 REQUIREMENTS

For the safety of our team and other guests, we ask all our clients to provide a valid EU Covid Certificate or equivalent document from their country of origin confirming they are fully vaccinated with an EMA approved vaccine, or that they have been tested (PCR or antigen) with a negative result within 24hrs prior to check-in or that they have recovered from COVID-19,



attested by a positive PCR or antigen test result, at least 15 days and no more than 6 months old.

The Client must comply with all French travel requirements with regard to vaccinations and valid health passports, and to produce the appropriate documentation for all members of their party upon arrival. If the client is unable to produce the requested documentation, the company reserves the right to cancel the booking without liability on its part and will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property or in securing an alternative property/accommodation). In this situation the Company is not under any obligation to find any alternative accommodation for you.

UNFORESEEN CIRCUMSTANCES: The Company reserves the right to cancel any bookings forthwith and without liability on its part in the event of any damages or destruction of the Old Presbytery by fire or any other cause, any shortages of labour or food supplies, strikes, lock outs or industrial unrest, or any cause beyond the control of the Old Presbytery which shall prevent it performing its obligation in connection with any booking. In these circumstances responsible steps will be taken to accommodate the booking in another venue.

CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY (Force Majeure): Except where otherwise previously stated, the Company shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday and/or event, loss or damage suffered by you or for any failure by the Company to perform or properly perform any of their respective obligations to you which is due to any event or circumstance beyond the reasonable control of the Company (referred to as Force Majeure in these conditions). By way of example, Force Majeure includes fire, flood, exceptional weather conditions, epidemics, pandemics, destruction or damage of the property by any cause (other than negligence of the Company) and all similar situations. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property /accommodation) will be payable in such circumstances by the Company to you.

DAMAGES: The client and their guests agree to be responsible for the respect of and care of the Old Presbytery and its grounds during their stay.

The client shall be responsible for any damages caused to the Old Presbytery, including but not limited to, all rooms and bathrooms, furnishings inside and externally and its grounds, outbuildings and pool by the wilful act or default of the client or their guest and will be liable to pay the Old Presbytery on demand the required amount to make or remedy such damage.

Any personal effects brought into the Old Presbytery by guests remain at their own risk and the Old Presbytery will not be liable in the event of any loss, theft or damage.



In the circumstances where unfortunately guests are asked to leave including but not limited to, behavioural issues, it will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property or in securing an alternative property/accommodation). In this situation the Company is not under any obligation to find any alternative accommodation for you.

Your room or apartment will be ready for you from 4pm on your arrival date. On the final day of your booking you must vacate bedrooms/apartment by 11am and leave the Old Presbytery completely by 12pm. Room keys/house keys must be returned to the Old Presbytery upon departure. Failure to do so may result in a 50 Euro lost key fee being charged.

You must not allow more people to occupy rooms than has been agreed to at the time of booking unless previously agreed in writing by the Company.

CLEANING: The Old Presbytery follows strict Covid cleaning protocols. More details can be found in our Covid standards protocol document. During your stay no cleaning or room services are included. If you wish for these services to be provided it must be with prior arrangement and the cost added to your final payment will be 45€ for a complete room service.

COMPLAINTS: Every effort will be made to ensure that you have an enjoyable and memorable time. If, however, you have any cause for complaint, the Company will take remedial action as soon as possible. It is essential that you contact a representative of the Company immediately.

THE POOL: The Old Presbytery has a pool 10m x 5m in its grounds. It is not manned by a lifeguard nor is it enclosed with fencing. Young children must therefore be accompanied by an adult at all times.

A security cover compliant to French swimming pool regulations is fitted and closed each night at 10pm and opened each morning at 9am. The pool cannot be used between 10pm and 9am. The pool is heated and equipped with a counter current swimming machine. Please contact a member of the team for usage instructions.

The pool is for the exclusive use of guests only. The use of glassware is strictly prohibited around the pool. The client shall be responsible for any damages caused to the pool including the cost of draining the pool in the event of glass breakage in the pool. All safety responsibilities remain with the client.

NO SMOKING: Smoking is not allowed in any of our rooms, anywhere within the building, around the pool and outdoor public spaces. If you smoke within the building, a charge of 100€ will be applicable to cover our cleaning costs. You are welcome to smoke outside your room on



your private terrace and an ashtray will be provided. We ask clients to please have respect for their neighbouring quests.

PETS: Dogs are only allowed with prior notification. Cats and other domestic pets are not allowed. The Old Presbytery has two dogs, hereafter called 'Sherlock and Mrs Hudson'; in the event the client's dogs are not compatible with Sherlock and Mrs Hudson, the client will remove their dog from the premises. The client assumes all risks and the safety of their dogs. It is not a requirement for the client to have their dogs on a lead at all times, however clients should be respectful of other guests.

Clients are responsible for the cleanliness of their pets and are required to remove all animal excrement from the property. A cleaning charge of 20€ will be added to your final payment if a member of our team is required to clean-up after your pet outside and 45€ for a complete room service if required.

Vicious, unruly or badly behaved dogs are not permitted. In the circumstances where unfortunately guests are asked to leave due to their pets behavioural issues, it will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property or in securing an alternative property/accommodation). In this situation the Company is not under any obligation to find any alternative accommodation for you.

PARKING: the Old Presbytery has off street parking on its grounds. All guests are required to park inside the grounds and asked to not drive on the grassed area. Electric car charging is available on request and will be charged additionally. The client assumes all risks associated with charging their vehicle.

BICYCLES: the Old Presbytery has bicycles for the use of our guests. Bikes can be requested on a first come basis. The client shall be responsible for any damages caused to the bikes and will be liable to pay the Old Presbytery on demand the required amount to make or remedy such damage. The client assumes all risks associated with cycling and all safety responsibilities remain with the client.

FITNESS STUDIO & SAUNA: The Old Presbytery has a Fitness Studio in its grounds and is for the exclusive use of guests only. It is equipped with an Infrared Sauna. The Fitness Studio is not manned by an instructor and therefore the client assumes all risks associated with its use and all safety responsibilities remain with the client. Children under the age of 18 are strictly prohibited. The client shall be responsible for any damages caused to the Fitness Studio and Sauna. Please contact a member of the team before using the Fitness Studio and Sauna for usage and safety instructions.



NOISE: The Old Presbytery is located in the countryside and we ask clients to respect the peace and tranquillity of our location and their neighbouring guests by not playing loud music, television or other media. Clients with dogs are asked to control their dog's barking. The company reserves the right to ask clients to halt all noisy activity and in circumstances where guests are unfortunately asked to leave including but not limited to, behavioural issues, it will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property or in securing an alternative property / accommodation). In this situation the Company is not under any obligation to find any alternative accommodation for you.

Parties and visitors are strictly prohibited.

The Company cannot accept responsibility for any changes or closures to area amenities or attractions mentioned on the website, by the Company's employees or representatives or advertised elsewhere. The Company makes reasonable efforts to ensure that information supplied to you in relation to the property or its facilities and/or services is accurate and complete as at the date given.

Our right to vary our Terms & Conditions: We reserve the right to change all Terms & Conditions at any time without notice. These updated Terms & Conditions will be published on our website.