

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Direct Wines Castillon SARL (RCS no 390 039 642, registered address 8 route de Sainte-Colombe, 33350, Saint Magne de Castillon, telephone number +33 (0) 5 57 40 13 31).

These conditions form your contract with us. Please read them carefully as they set out your and our respective rights and obligations.

# CONFRÈRES AND VINEYARD PARTNERS ONLY

To make a booking, you or any member of your party must be a Confrère or Vineyard Partner. If you are not a Confrères and you would like to find out more, please visit laithwaites.co.uk/conf

### MAKING YOUR BOOKING

To make a booking, you may either complete the form made available online or telephone us on +33 (0) 5 57 40 13 31. By making a booking you confirm having carefully read and fully agreed on these conditions.

The person making the booking ("the party leader") must be at least 18 and must be authorised to make the booking on behalf of all persons named in the booking. By making a booking, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these booking conditions.

Subject to availability, we will confirm your arrangements by issuing a confirmation by email within 2 working days of receipt of your enquiry. This will be sent to the party leader.

Please check the confirmation email carefully as soon as you receive it. Contact us immediately if any information on the confirmation email/letter or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

Whilst we will try to rectify any mistake, we do not accept any liability for any error which is not notified to us within 14 days of our sending you the confirmation email/letter.

### **DURATION OF STAY**

We accept bookings at La Clarière for a minimum of 2 nights and a maximum of 5 night's stay.

# RATES, PAYMENT, CHANGES AND CANCELLATION

Please note that you must arrange for us to receive the full payment in EUR, net of all currency conversion charges and bank charges (where you arrange to pay by bank transfer).

Rates: We offer only one, fixed rate for the hire of La Clarière. The price per night is indicated in EUR on our website. In addition to the nightly rate, we charge a service fee of 50EUR for each booking. Payment is taken in EUR only.

Included in the price is (for more information please refer to the General Information section hereinafter):

• Hire of the two en-suite bedrooms



- Access to the communal facilities: Confrères Hall; kitchen; additional bathrooms; and courtyard
- A breakfast basket of non-perishable goods will be provided at the outset of your visit
- Coffee, tea, and milk
- All taxes and fees.

# Not included in the price

Items not included in the price include:

- Please see concierge list for details of wine and other goods available for sale at our winery, Le Chai au Quai, a copy of which shall be included in your confirmation email;
- Any items of personal expenditure;
- Your personal travel insurance; and
- Any other items which are not mentioned in the section headed 'Included in the price'.

## Optional extras

Please see our concierge list for more information which we shall include in the confirmation email.

## **Payment**

Following your initial enquiry, and subject to confirming availability, we shall contact you to notify you that La Clarière is available for hire on your requested dates. You will have 7 days from the date of the confirmation email to make payment in full for your stay.

The party leader is responsible for making all payments; if you do not make payment within 7 days of receipt of the confirmation email, we shall cancel your reservation and our contract with you will be voided.

If you make an enquiry about a booking less than 7 days before the requested start of your stay at La Clarière, you must make payment in full within 24 hours of the date of the confirmation email (or before the start of your stay, whichever is sooner) to confirm your stay with us.

The following terms apply to all bookings:

- Prepayment is required in full before your stay. Please see immediately above for more detail.
- We accept payment by bank transfer (we shall provide our bank details on the invoice which we shall send attached to your confirmation email), which is our strong preference, or by credit card.
- If you wish to pay by credit card you must call us to provide your card details for processing payment.
- We will not refund the payment in the event of cancellation (save as set out below) or non-arrival.

## Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us in writing or contact us on +33 (0) 5 57 40 13 31 as soon as possible. Whilst we will try to assist you, we regret amendment requests cannot always be met. Where an amendment can be made, any costs incurred by us will be payable.

## Cancellation by you

Should you or any member of your party need to cancel your chosen break once it has been confirmed, the party leader must immediately advise our Confrères Team at La Clarière by email at bookings@domaineslaithwaite.com.



Your notice of cancellation will only be effective when it is received by our Confrères Team, at which time you will issue a written confirmation of your cancellation. You must keep this for reference.

The following cancellation charges will apply:

- if you cancel at least 72 hours before the commencement of your stay, we shall refund you 100% of the cost of your stay less any costs or charges we have already incurred that we cannot recover (such as any bank or card charges);
- if you cancel between 48 hours and 72 hours before the commencement of your stay, we shall refund you 50% of the cost of your stay less any costs or charges we have already incurred that we cannot recover (such as any bank or card charges); and
- if you cancel less than 48 hours before the commencement of your stay, we shall not refund you any of the cost of your stay.

For the purposes of calculating the notice period you have given us, we shall assume that your stay commences at 16:00 on the date of your arrival and we shall use the time and date stated on the email you send to us notifying us of your intention to cancel your booking.

## Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our contractual obligations to you is prevented or delayed by, or you otherwise suffer any damage or loss as a result of, an event of force majeure. In these booking conditions, "an event of force majeure" means any event which we could not, even with all due care, foresee or avoid. Such events may include but are not limited to war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### BEFORE YOUR STAY - TRAVEL DOCUMENTS AND INSURANCE

Before you stay with us, we require:

- A copy of each quest's passport; and
- You to complete the travel information form we shall send to you.

Your providing the above information is a condition of your stay at La Clarière; should you fail to provide all of the information, we may terminate our contract with you without any liability to you whatsoever.

### Travel documents

You are responsible for having all proper travel documents. If you are unable to travel or complete a stay by reason of not having proper documents, you will not be entitled to any refund and we will not be liable for any cost or expense that you may incur as a result. As noted immediately above, we require a copy of your passport and completed travel information forms before your stay.

### **INSURANCE**

We require you to take out personal travel insurance for all members of your party; we may request a copy of your policy before your stay. Please note that not all insurance policies intended for travel overseas are adequate to cover you for your stay at La Clarière. It is your responsibility to ensure that



the insurance cover you purchase is adequate for your particular needs. We do not check insurance policies.

#### YOUR CONTRACT WITH US

A binding contract between you and us will come into existence when we send your confirmation invoice and will end at your departure from La Clarière. These booking conditions will apply to our contract with you.

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of France. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation

We may make changes to these booking conditions from time to time. However, the booking conditions applicable to your booking shall be those in force at the time we confirm your booking. We shall publicise any changes on our website.

# THE COST OF YOUR ARRANGEMENTS

The price of your chosen arrangements will be confirmed at the time of booking. You must check the price of your chosen arrangements at the time of booking. Once the actual price of your arrangements has been confirmed, no amendment will be made to it unless you request a change to those arrangements.

However, we reserve the right to correct errors in both advertised and confirmed prices when such errors are, in our reasonable opinion, material. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur

### WORKING VINEYARD AND WINERY

La Clarière is a working vineyard and winery at which heavy machinery, including tractors, is frequently in use. As a result, we do not accept guests under the age of 18 and we do not permit you to bring pets.

At the time of your booking, and again shortly before your arrival, we shall let you know of any significant work being undertaken in the vineyard and winery, any tours of La Clarière and any other events or tastings that may affect your stay.

Please note that, as part of the tours of La Clarière, our staff may bring visitors into the communal areas of your accommodation.

### **OUR LIABILITY TO YOU**

However, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you if we are found to have been at fault in relation to any service we provide is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees, subcontractors or agents whilst acting in the course of their employment or contract with us.



We do not accept any liability to you if you fail to follow the health and safety directions we provide to you. Please see the section headed 'Health and Safety' below for further information.

### **COMPLAINTS AND PROBLEMS**

In the event that you have any reason to complain or experience any problems with your break whilst away, please use the telephone number listed in the concierge list to contact us.

If you remain dissatisfied, you must write to us at bookings@domaineslaithwaite.com within 28 days of the end of your stay giving your booking reference and the details of your complaint.

If you are dissatisfied with the way that we have handled a complaint and wish to submit a complaint to the Online Dispute Resolution Platform, which is accessible via this link: http://ec.europa.eu/odr and we will let you know during the complaint process whether we are willing to use this platform in relation to your complaint.

For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## **BEHAVIOUR**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party to (i) any of your party's property and (ii) our property.

We reserve the right to terminate your stay or that of any member of your party at any time due to misconduct, where justified in our reasonable opinion, and in the event we exercise this right (i) we shall not refund you for your stay and (ii) we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated.

### HEALTH AND SAFETY. SPECIAL REQUESTS AND MEDICAL PROBLEMS

Health and safety

La Clarière is situated within a working vineyard and winery, and the accommodation is situated in a renovated, historic building. The accommodation is spread across two floors and the first floor is accessible by steep, stone stairs only. Regretfully, we cannot provide wheelchair access to La Clarière.

Given the historic nature of the property and the fact that it is situated within a working vineyard and winery, it is essential that you follow our health and safety advice. This information is set out at the end of these terms and conditions; will be provided to you again in the confirmation email; and will be available at the property.

### Special requests

If you have any special requests, you must advise us at the time of booking. However, we regret that we cannot guarantee any request will be met unless we have written to you with specific confirmation that it will. Confirmation that a special request has been or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.



We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability which may affect your booking, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements.

In any event, you must give full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned, we reserve the right concerned to decline your reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

## **GENERAL INFORMATION**

Child policy

As La Clarière is situated on a working vineyard, where heavy machinery is regularly in use, we can only accept guests who are aged 18 years or more.

We reserve the right to refuse entry to any party which contains a guest under the age of 18, without liability to you.

## **GENERAL INFORMATION**

We may withdraw or change facilities and services at La Clarière. We will inform you of any changes before you travel. Our photographs are intended to give you a general impression of La Clarière.

Check-in: On the day of your arrival, your room will normally available from 16:00.

Greeting on check-in: if you plan to arrive during working hours Monday-Friday, please let us know if you would like someone to meet you at the property. If you do not notify us, or if you plan to arrive outside of working hours or at the weekend, we will provide you with the code for a lockbox situated at La Clarière in which your keys will be held.

Check-out: On the day of your departure, you must leave by 11:00. You must leave your key in the lockbox. If you fail to do so when you check out, we shall charge you for the cost of a replacement key (or keys).

Car parking: There is parking on site at La Clarière for two guest cars; please park where indicated by the sign 'Réservé pour Confrères'. Please note that the parking area at La Clarière is not secured; parking is at your own risk and we do not accept any liability for loss or damage to your vehicle or its contents.

Pets: As we are a working vineyard and winery, we cannot permit pets to stay at La Clarière.

### **LOCATIONS AND ATTRACTIONS**

Our website and concierge list may refer to activities which are available in the area you are visiting for direct bookings. We have no involvement in any such activities, which are neither run, supervised nor controlled in any way by us.



They are provided by local operators who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators and/or assist you in booking such activities in any way.

Accordingly, we cannot accept any liability in relation to such activities. We cannot guarantee accuracy at all times of information given in relation to such activities or about the area you are visiting generally (except where this concerns the services which will form part of your contract with us) or that any particular excursion or activity which does not form part of your contract with us will take place as these services are not under our control.

Although the information contained on our website is correct to the best of our knowledge, we recommend that you check that attractions are open prior to travelling to the venue.



# Map of La Clarière - Health and Safety Information

