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## **Booking Conditions for Chateau Rigaud with supplementary wedding appendix**

SARL Chateau Rigaud is a registered French company.

Where these Conditions mention 'Chateau Rigaud' or 'The Company', this means the registered company SARL Chateau Rigaud.

The Company is responsible for the administration of your booking, and for the execution of services and facilities on behalf of and as agent for the Owner. Where these Conditions mention "the Company" without using words such as "on behalf of the Owner" or "as agents for the Owner" this means SARL Chateau Rigaud in it's own right rather than as agent for the Owner.

References to "you" and "your" mean the person making the booking (the "party leader") and all members of the holiday rental party who have been accepted by the Company on behalf of the Owner.

These Conditions set out the basis of your contract with the Owner. They also deal with the Company's position. Nothing in these conditions affects your normal statutory rights.

### **1. Your booking**

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner or 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.

When the Company issues a written/email confirmation to you, this signifies that the Company has entered into a contract with you, which is subject to these conditions. The Company has the right to refuse any booking prior to the issue of written/email confirmation, and if the Company does this, the Company will tell you in writing/by email and promptly refund any money you have paid us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Company.



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## **2. Cancellations or changes to your booking by the Owner or the Company**

Neither the Owner nor the Company expect to have to make any changes to your booking, but an unforeseen problem could occur in which case a booking might have to be changed or cancelled. If this does happen, the Company will contact the party leader by telephone and by email as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone and email in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Company as soon as reasonably possible whether you wish to accept any change to the booking or alternatively whether you want a refund.

In the unlikely event that the party leader fails to tell the Company that you wish to accept any change or alternative property the Company is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Company.

Where your booking is significantly changed or cancelled, you will also be offered compensation if and as appropriate. A minimum compensation of £20 per booking will usually be paid. However, compensation will not be payable where any change or cancellation results from "force majeure" (please refer to Section 4 below).

Please note, no compensation is payable for minor changes. A minor change is a change which, taking into account the information you gave at the time of booking or which we or the Owner can reasonably be expected to know, we or the Owner (as applicable) could not reasonably expect to have a significant effect on your confirmed booking.

## **3. Circumstances beyond the control of the Owner/the Company (Force Majeure)**

Except where otherwise expressly stated in these Conditions, the Owner and the Company shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner and/or the Company to perform or properly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner or the Company (referred to as "force majeure" in these Conditions).



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By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner or the Company) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the Company on behalf of the Owner will, however, refund to you all monies paid to the Company by you for your booking. 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 either the Owner or the Company to you.

#### **4. Promotional material**

The Company aims to ensure that the information provided is accurately conveyed in the brochure and other promotional literature or material produced and circulated by the Company. However, the information and prices in this brochure/other material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of the brochure/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of your chosen property and arrangements (including the price) with the Company at the time of booking.

There may be small differences between the actual property and its description, as both the Company and the Owners are always seeking to improve services and facilities.

Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Company will tell the party leader as soon as reasonably practical after the Company becomes aware of the situation.

Neither the Owner nor the Company can accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure, 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.

The Company cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and/or services, except in the case of the negligence of the Company. The Company will, however, use its best endeavours to notify you of any changes to or inaccuracies in any information contained in the brochure or otherwise



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provided to you as soon as reasonably practical after the Company becomes aware of the change or inaccuracy.

## **5. Liability**

The Owner and the Company shall have no liability for any death or personal injury unless, in the case of the Company, this results from the negligence of the Company or its employees (providing they were at the time acting in the course of their employment) or, in the case of the Owner, it results from the Owner's negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment).

You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Company in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Owner or that of any employee of the Owner (providing they were at the time acting in the course of their employment) or, in the case of the Company, where the damage or loss is caused by the negligence of the Company or its employees (providing they were at the time acting in the course of their employment).

As the Company acts only as agent for the Owner, the Company cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, the Company cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owner. Please also refer to Section 4 (Force Majeure) above.

## **6. If you change or cancel your booking**

### Changes

If you want to change your booking once your confirmation has been issued, an administration fee of £25 will be payable to the Company once any change has been made. However, it is important to realise that a change of property or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking.

The Company will advise the party leader if this is the case when the change is requested. The party leader must then inform the Company as soon as reasonably possible to whether you still wish to change your booking. If you advise the Company that you do or the party leader fails



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to contact the Company as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

#### Cancellations

If you have to, or wish to, cancel your booking, the party leader must contact the Company via email as soon as possible. The day the Company receives your email notification of cancellation is the date on which your booking is cancelled.

In the case of cancellation the Company will make every effort to resell the period of your booking. When this period can be re sold then the Company will return your deposit less a 5% administration fee. Where the Company is unable to resell the period of your booking then the deposit paid will be retained by the Company as compensation for the lost booking.

If any payment due in relation to your booking is not paid by the appropriate date, the company is entitled to assume that you wish to cancel your booking. In this case, the Company will be entitled to keep all deposits paid or due at that date.

#### Curtailment of your holiday

The Company is unable to make any refund in the case of any curtailment of your holiday.

The Company advises that adequate holiday insurance cover is arranged to cover you and your party against any unforeseen problems which might lead to cancellation or curtailment.

### **7. The Chateau**

The Chateau will be ready for you after 4pm on the start date of your holiday rental. On the final day of your booking you must vacate bedrooms by 10.00am and leave the chateau completely by 11am.

You and all members of your holiday rental party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival.



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You and all members of your holiday rental party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Company.

You are responsible for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your holiday rental party, and the Company can require payment from you to cover any such costs.

The Company is entitled to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the manager or responsible person appointed by the Company reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members or your holiday rental party.

These circumstances 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 neither the Owner nor the Company will have any 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, such as your incurring the cost of securing an alternative property/ accommodation).

In this situation, neither the Owner nor the Company is under any obligation to find any alternative accommodation for you.

You must not allow more people to occupy the property than have been agreed to at the time of booking and neither can you significantly change the composition of the holiday rental party during your occupation of the property.

Customers with allergies should be aware that we cannot guarantee that a registered guide and/or hearing dog has not stayed in their chosen property nor can we accept any liability for any suffering which may occur as a result of such animals having been present.

You must allow the Owner and any representative of the Owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations the Owner is entitled to enter the property at any time without giving you prior notice).



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## **8. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint the Owner and the Company are anxious that remedial action is taken as soon as possible. It is essential that you contact the representative or the company immediately if any problem arises so that it can be speedily resolved.

## **9. Security Deposit**

You will be expected to provide a security deposit of 800 euros on your arrival. The security deposit will be refunded at the end of your rental (less any costs for breakages, damage etc if applicable.) This may be taken as a pre approved amount on your credit card.



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## CHATEAU RIGAUD WEDDING BOOKING APPENDIX

**All bookings in respect of weddings at Chateau Rigaud, are accepted by the clients, here after called the bride and groom, upon the following terms and conditions, issued in addition to and alongside the existing terms and conditions of house rental.**

**All wedding bookings are also accepted in accordance with the pricing and approach set out within The Bride's Handbook. Special attention should be made to issues of catering (we do not allow self catering within the chateau) and noise shut off times on the night of the wedding.**

**CONFIRMATION:** All bookings are considered provisional until a confirmation deposit of 500 euros has been received.

The initial deposit is made via bank transfer, credit or debit card, upon confirmation of the booking and is non returnable.

A first instalment of a further 2000 euros is due on 1<sup>st</sup> November of the year prior to that in which the wedding is due to take place. A second deposit of 4000 euros is due on 1<sup>st</sup> February in the year that the wedding takes place. Where a booking is made on or after the 1<sup>st</sup> February in the year that the wedding takes place the deposit due is 6500 euros to account for the confirmation deposit, first and second instalments.

The balance of the total planned cost is due eight weeks prior to the wedding. See also the PLANNING section for further details and an explanation of planned costs.

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

**CANCELLATIONS:** In the unfortunate circumstance of the bride and groom having to cancel a confirmed booking at anytime prior to your wedding, Rigaud will make every effort to re-sell the facilities on your behalf however failing this, the cancellation penalties are equal to the sums taken at that stage. Where this cancellation takes place within six months of the wedding the bride and groom will be responsible for making a further payment equal to the full cost of the chateau rental.

Should circumstances beyond reasonable control (fire, flood, natural disaster etc) make it necessary for Rigaud to cancel a confirmed booking then all payments will be returned to the Bride and Groom.



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**SUPPLIER DEPOSITS:** During the course of arranging a wedding it is necessary for SARL Chateau Rigaud to make certain deposit payments on behalf of the bride and groom with local suppliers. Most notable are the caterers (700 euros deposit) and the band (500 euros deposit). Where a wedding or a previously requested supplier is cancelled within six months of the wedding, this deposit shall be refunded to SARL Chateau Rigaud on behalf of the bride and groom.

**PLANNING:** The Rigaud planning team will be in contact with the Bride and Groom for planning purposes from the receipt of the initial deposit until the wedding.

No more than eight weeks before the wedding the Bride and Groom will be available to the Rigaud planning team, either in person, via telephone call, or via extensive email communication in order to finalise the detail of the wedding weekend. At this stage the planning team are able to provide via email, an estimated total cost of the services provided by Rigaud and or Rigaud suppliers, based on the details discussed. Any further cost entered into after this date will require the agreement of the bride or groom and as a result the wedding will remain entirely within the budget agreed six weeks before the event.

On agreement of this cost a pro forma invoice will be issued which is payable in full, four weeks before the wedding. Immediately after the Wedding Day itself a formal invoice will be raised and issued taking into account deposits and pro forma payments. If there is an outstanding sum we ask for settlement before check out.

**PAYMENT OF SUPPLIERS:** The Rigaud Planning team in discussion with the Bride and groom, will highlight the division of service providers between those which fall within the Rigaud provision of service and those which are contracted directly by the Bride and Groom.

**CASH PAYMENTS;** There may be services such as musicians, photographers and in some circumstances the florist, which require cash payments. Where this is discussed with the bride and groom and agreed upon, the cash sum will be highlighted within the planner in order that the bride and groom are able to make the necessary arrangements to arrive with the right sum of cash on the day.

**NUMBERS:** We require confirmation on expected numbers four weeks prior to the event. Final numbers are required one week before the event (7 days) and these are the minimum number that will be charged on your account.



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**DAMAGES:** The Bride and Groom agree to a responsibility for the respect of and care for the house and its grounds during the weekend.

The Bride and Groom agree to pay Rigaud any charges incurred by themselves or their guests, for any food, beverage or other services not provided for under this contract unless the Bride and Groom, prior to the wedding, have instructed Rigaud in writing to obtain cash settlement for such charges direct from the person incurring the charges.

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

The Bride and Groom shall be responsible for any damages caused to Rigaud, furnishings, utensils or equipment therein by the wilful act or default of the Bride and Groom or their guests and shall pay to Rigaud on demand the amount required to make good or remedy such damage.

The lead name/organiser shall be responsible for the orderly conduct of guests and shall ensure they have regard to any regulations imposed by any competent authority and that nothing will be done which will constitute a breach of the law.

Prior written approval must be obtained if you wish to fix items to the walls, floors or ceilings.

**DELIVERIES:** If any items are to be delivered to the Rigaud before the event, arrangements must be made with the Rigaud planning team to take delivery.

Rigaud will make every effort to ensure the safekeeping of such items but cannot accept responsibility unless a full and thorough inspection of these goods has occurred at the time of delivery.

**UNFORESEEN CIRCUMSTANCES:** The Company reserves the right to cancel any bookings forthwith and without liability on its part in the event of any damage or destruction of Rigaud 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 Rigaud which shall prevent it performing its obligations in connection with any booking; In these circumstances reasonable steps will be taken to accommodate the booking in another venue.



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**OUTSIDE AGENTS:** Rigaud reserves the right to object to the employment of any unsuitable outside agent by the Bride and Groom and will without obligation be pleased to give Customers and guests the benefit of their advice or recommendations in this connection. Rigaud accepts no responsibility for equipment used or supplied by the Bride and Groom and or their guests. Rigaud advises the Bride and Groom that if equipment is of sufficient value the Customer should take out suitable insurance. Furthermore we strongly recommend event insurance in respect of cancellation and suggest you contact your preferred broker if you deem this to be prudent.

**CHANGE OF PLAN:** Should the Bride and Groom make significant changes to the programme or the expected numbers of guests Rigaud reserves the right to amend rates and/or facilities offered.



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**This contract has been created for a wedding at Chateau Rigaud between**

.....

**and**

.....

**Who are jointly the party leaders for the purpose of this booking.**

**The rental period will extend from 3pm on**

**Until 11am on**

**The wedding will take place on**

**Guest numbers will be in the region of        ???**

**The total cost of the chateau rental and wedding venue hire charge for this booking has been**

**agreed at                    ( chateau rental and a further 1500 wedding venue hire)**

**Signed and dated .....**

**Signed and dated .....**



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**For payment of your initial deposit**

SARL Chateau Rigaud, Mouliets et Villemartin, 33350, France

Account details for SARL Chateau Rigaud are:

IBAN                               FR76 1090 7000 7942 0213 0374447

BIC/SWIFT                       CCBP FRPP BDX

CODE BANQUE               10907

ACCOUNT NUMBER   4202 1303 744

PLEASE MARK ALL PAYMENTS WITH THE REFERENCE WEDDING/THE BRIDE'S NAME, SO FOR  
EXAMPLE "WEDDING/ELIZABETH BENNETT"