

## **Owner Covid cancellation terms.**

**For this property, in the event of a Covid related cancellation, the owner will propose solutions on an individual basis. We have indicated the general principles here, but the final decision will be at the owner's discretion. The principle of *Force Majeure* is given below, for guidance as to what may be considered as warranting specific cancellation terms.**

The solution proposed may be a refund of the amounts paid, moving the stay to later dates, or issuing a credit note.

The French government may decide to introduce specific measures for tourism which could modify the terms that can or must be applied.

In the event of a cancellation with refund, this will concern the net rental amount received by the owner.

*The fees already acquired by Accord Services - vendee-gites.com, at the time of cancellation concern the payment of accomplished services which are not refundable. The amount of the fees acquired is indicated by the payment schedule on the booking confirmation.*

In the event of moving the stay to later dates, we will assist in organising this change of dates. A new rental contract will be established for the revised dates. If there is a seasonal price difference between the original dates and the revised dates, this will may taken into account.

*No additional fees will be charged by Accord Services - vendee-gites.com, for processing a timely once-only change of dates. The fees already acquired by Accord Services - vendee-gites.com, at the time of cancellation remain acquired. The amount of the fees acquired is indicated by the payment schedule on the original booking confirmation.*

## **Definition of *Force Majeure* for tourism**

*"Exceptional and inevitable circumstances appearing at the place of destination, or in its immediate proximity, which have important consequences for the execution of the rental contract or the transport to the destination."*

This excludes reasons relating to personal or economic circumstances.

This excludes reasons relating to health, for which the client must ensure adequate cover by travel insurance.

In the light of the knowledge of the situation and the inherent risks, the application of *Force Majeure* may now be determined in function of the foreseeable nature of the difficulty. The application of *Force Majeure* may be invalidated if, at the time of reservation, there was already a manifestly uncertain situation for the intended dates of the travel or stay.

## **Examples for guidance :**

Force majeure may be considered applicable for the holiday rental contract.  
Specific Covid cancellation terms may be proposed

Lock-down at the client's place of residence, not foreseeable at the time of making the reservation.

Lock-down at the holiday destination, not foreseeable at the time of making the reservation.

Border closure, not foreseeable at the time of making the reservation.

Travel quarantine applied at the client's place of residence, or at the holiday destination, not foreseeable at the time of making the reservation.

Restrictions of allowed travelling distances, not foreseeable at the time of making the reservation.

The government of the client's place of residence officially classes the destination as "at risk" (FCDO list in the UK) or restricts travel to and from the destination, not foreseeable at the time of making the reservation (1).

Force majeure may NOT be considered applicable for the holiday rental contract  
The standard cancellation terms may be applied

Fears of contamination at the destination or inadequate safety procedures.

Fears concerning travel to and from the destination.

Certain infrastructures or services not being open at the time of the stay.

The client or a member of the group intending to travel is infected by Covid (2).

The client or a member of the group intending to travel is declared as a Covid contact (2).

The client or a member of the group intending to travel is declared "at risk" due to a medical condition or age (2).

Modifications to transport to or from the destination becoming inconvenient or costly.

Supplier's cancellation of the travel tickets for the client or a member of the group intending to travel.

Changes in personal or economic circumstances.

*(1) It is understood that if, in an unforeseeable manner, a destination becomes officially considered "at risk" for the dates of the planned travel this may invalidate the client's travel insurance cover or health cover, influencing the application of Force Majeure. However, if, at the time of reservation, the destination is already officially considered "at risk" and possibly to remain so, the client must accept the risk of potential losses and can not invoke Force Majeure.*

*(2) The client must ensure that cancellations due to existing or future medical conditions are covered by adequate travel insurance and can not invoke Force Majeure.*

*The standard cancellation terms applicable for your rental contract are as follows :*

*(i) The initial 25% deposit is not refundable*

*(ii) The client's liability for the remaining balance can only be lifted, or a refund thereof accorded, at the owner's discretion and may be in relation to the possibilities of re-letting the rented dates.*