

## **Villa Fiorini - Covid cancellation terms for the 2021 season**

**For reservations for the 2021 season, the following cancellation terms will be applied in relation to the Covid epidemic.** *Holiday rental cancellation terms are subject to French legislation. The French government may decide to introduce specific measures for tourism which could modify the terms that can or must be applied.*

*For reservations for 2022, the future situation is unknown and no terms are defined at present.*

### **Date of balance payment**

The balance payment date, set at 8 weeks before the rental, is the cornerstone which determines the applicable terms. A firm decision will be required at that time; (1) payment of the outstanding balance of the rental, or (2) cancellation of the stay.

### **Cancellation before the balance payment date**

If a condition of *Force Majeure* due to the Covid epidemic is established for the dates of your stay :

(See the notes below for the definition of *Force Majeure* and the applicable instances.)

**The property owners will refund the net amount of the initial 25% rental deposit paid.**

*The fees already acquired by the mandated intermediary Accord Services 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.*

### **Cancellation between the balance payment date and 4 weeks before the rental**

If a condition of *Force Majeure* due to the Covid epidemic is established for the dates of your stay :

(See the notes below for the definition of *Force Majeure* and the applicable instances.)

**The property owners will accept to move your stay to different dates. This can be later in the same year or for similar dates the next year and is subject to the availability at that that time.**

The mandated intermediary Accord Services 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 be taken into account by a further payment or a partial refund from the owners.

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

### **At 4 weeks or less from the start of the rental.**

The reservation is considered fully acquired and no refund or move of dates will be proposed.

### **Reservations made after the balance payment date, with full payment**

As the situation for the rented dates can be anticipated at the moment of making the rental contract, the client accepts any remaining inherent risks of cancellation losses.

### **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* is now determinable 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 applicable for the holiday rental contract. The specific Covid cancellation terms apply.*

- Lock-down (confinement) at the client's place of residence, not foreseeable at the time of making the reservation.
- Lock-down (confinement) 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 on return to 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).
- A cancellation by the property owners, relating to the epidemic, due to a closure of the establishment, or other impossibility to fulfil their contract.

*Force majeure NOT applicable for the holiday rental contract. The standard cancellation terms apply.*

- Fears of contamination at the destination or of 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 (loss of employment, financial difficulties, exchange rate...).

*(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, making Force Majeure applicable. 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.*

Outside the specific conditions defined here for Force Majeure, if the supply of the accommodation can be provided as per the contract, our standard cancellation terms apply :

(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 owners' discretion and may be in relation to the possibilities of re-letting the rented dates.

