

Introduction

These Terms and Conditions (hereafter: the "Ts&Cs") are applicable to the use of the entire Website <https://tetecanalcottages.com/> and to all the transactions between the Customer and Tete Canal Cottages. These transactions include all services offered on the Website and by the team of Tete Canal Cottages during your stay. These Ts&Cs are available for information purposes in English; in case of disagreement, the version written in French prevails and French law applies.

You can download all our Ts&Cs below. We advise you to keep a copy of them after your online booking.

I) Glossary

Can be designated as follows:

Tete Canal Cottages, we, our team, our, our: the company **Tete Canal Cottages**.

You, your, your, person having reserved: the **Customer**.

The Website: <https://tetecanalcottages.com/>

The "**booking**" takes into account the whole of your booking: duration of your stay, total cost of the accommodations, optional services and applicable taxes.

The booking is considered "**pending**" if the totality of the invoice relating to the booking is not paid by the Customer. The booking is considered "**confirmed**" once the full invoice for the booking has been paid by the Customer.

To see the status of your booking, please refer to the "booking status" available in the email you received when you confirmed your booking online. You can also contact us at tetecanalcottages@gmail.com for any questions regarding your booking status.

The "**booking confirmation**" is the document summarizing the details of the booking sent to the Customer once the booking has been confirmed. This document is sent by electronic mail (or "email") by the Website or by the team of Tete Canal Cottages to the address that you have designated at the time of your booking. It is mandatory to provide a valid email address to which you have access at the time of booking.

The "**expected arrival date**" is the arrival date mentioned on your booking confirmation. It can also be found under the name "arrival".

The "**expected departure date**" is the departure date mentioned on your booking confirmation. It can also be found under the name "departure".

II) Capacity

The Customer acknowledges having the capacity to contract, i.e. having the legal majority and not being under guardianship or tutelage.

The Customer also declares to use the Website in accordance with these Ts&Cs, in his name and in the name and on behalf of all the beneficiaries of the services ordered by him

on the Website, of which he acknowledges to be the agent (hereafter: the "Beneficiaries") and to whom these Ts&Cs will be enforceable.

The Customer is financially responsible for the use of the Website made both in his name and on behalf of the Beneficiaries, unless he can demonstrate fraudulent use not resulting from any fault or negligence on his part.

The Customer guarantees the truthfulness and accuracy of the information provided by him in his name and in the name and on behalf of all Beneficiaries using his data on the Website.

The team of Tete Canal Cottages reserves the right at any time not to contract with a Customer who would make a fraudulent use of the Website or who would contravene the present CGV.

III) Acceptance

At the time of the online booking (or "purchase"), the Customer agrees to read and accept the Ts&Cs by checking a box as acceptance. This box is not pre-checked; acceptance is however mandatory before any transaction between the Customer and Tete Canal Cottages. Each purchase must be subject to a new acceptance of the Ts&Cs. These terms and conditions can be consulted at any time on the Website at <https://tetecanalcottages.com/conditions-generales-de-vente/>. It is also possible to request them by e-mail at tetecanalcottages@gmail.com.

These Ts&Cs cancel and replace any previous version that may have been put online or consulted. They are also subject to modification without prior condition. Nevertheless, any purchase is subject to the Ts&Cs in force at the time of purchase, potential subsequent modifications being inapplicable. The customer is advised to download or print a copy of the Ts&Cs applicable at the time of purchase.

IV) Responsibilities

IV.1) Customer's responsibilities

The Customer will be held responsible for any damage, any degradation, any act of vandalism that could occur due to the occupation of the premises and / or due to the participants and / or staff under his responsibility, both to movable property, decoration and real estate belonging or not Tete Canal Cottages. Therefore, Tete Canal Cottages has the right to ask the Customer to leave the establishment without any compensation and without any refund of the current stay, and to reimburse the damage caused by these acts. An inventory of fixtures will be carried out in the company of the Customer at the time of his taking possession of the accommodation, then at the time of his departure.

IV.2) Tete Canal Cottages's responsibilities

Tete Canal Cottages commits itself to regularly maintain and keep in good condition all the facilities accessible to the Customer in order to ensure his safety. In the event of a physical accident caused by the Customer's carelessness or improper use of the facilities, Tete Canal Cottages will not be held responsible.

Tete Canal Cottages disclaims any responsibility for theft, loss, damage to the effects belonging to Customers during their stay.

V) Cancellation or modification of a booking

V.1) General cancellation conditions

Pursuant to the provisions of Article L 121-21-8 of the Consumer Code, the services offered on the Website by Tete Canal Cottages are not subject to the application of the right of withdrawal provided for in Articles L. 121-21 et seq. of the Consumer Code regarding distance selling.

Consequently, the services ordered on the Website are exclusively subject to the conditions of cancellation and modification provided for in these Ts&Cs and the Customer may not invoke the right of withdrawal.

The Website allows the Customer to book stays of between 2 and 30 nights. The Website also allows the Customer to book several stays in a row, if the Customer wishes to stay more than 30 nights in a Tete Canal Cottages.

Stays are defined as follows:

Short stay: up to 7 nights

Long stay: between 8 nights and 27 nights

Very long stay: 28 nights and more

Cancellation conditions for short, long and very long stays (except in case of force majeure):

1. Stay booked **more than 28 days before the expected arrival date:**
 - Cancellation within 48 hours after booking confirmation: full refund of your booking (accommodation, optional services and applicable taxes).
 - Cancellation up to 14 days prior to arrival date: 50% refund of accommodation and optional services included in your booking. Applicable taxes are deducted from the total amount and are not refunded.
 - Cancellation less than 14 days prior to arrival: no refund.

2. Stay booked **less than 28 days prior to expected arrival date:**
 - Cancellation up to 14 days prior to scheduled arrival date: 50% refund of the accommodation and optional services included in your booking. Applicable taxes are deducted from the total amount and are not refunded.
 - Cancellation less than 14 days prior to arrival: no refund.

V.2) General conditions of modification

The modification of the dates of your stay is authorized until 48 hours before the expected date of arrival. After this period, no modification will be possible (except in case of force majeure).

1. Modification **up to 7 days** before the planned arrival date (**short and long stays**): Modification is free of charge, subject to availability. If the accommodation initially booked or an accommodation of equal value is not available on the new dates desired, the Customer will have the possibility to choose another accommodation subject to availability. If the price of the new accommodation booked is higher than the price of the accommodation originally booked, the Customer is obliged to pay the difference in price immediately. If the price of the new accommodation booked is lower than the price of the accommodation initially booked: the price difference is refunded by Tete Canal Cottages.

2. Modification **less than 7 days** before the date of arrival (**short and long stays**): The modification is free of charge, subject to availability. If the accommodation initially booked or an accommodation of equal value is not available on the new dates desired, the Customer will have the opportunity to choose another accommodation subject to availability. If the price of the new accommodation booked is higher than the price of the accommodation originally booked, the Customer is obliged to pay the difference in price immediately. If the price of the new accommodation booked is lower than the price of the accommodation initially booked: the price difference is not refunded by Tete Canal Cottages.

3. Modification of **very long stays**: The conditions of modification previously stated apply; but the **deadlines are 14 days** instead of the 7 days previously stated.

V.3) Force Majeure Policy

This Policy is related to the conditions of cancellation of your booking in case of force majeure making your stay at Tete Canal Cottages impossible or illegal. It applies to your entire booking: accommodation, optional services, applicable taxes. This Policy, if applicable, takes precedence over the general cancellation conditions applicable. Force Majeure is defined as one or more unforeseen events beyond your control that occur after your booking has been confirmed.

This Policy covers the following events:

Changes in government travel requirements. Unexpected changes in visa or passport requirements imposed by a government agency that prevent travel. Loss or expiration of travel documents, or other personal circumstances related to a traveler's authorization to travel are not covered by this Policy.

Emergency situations and epidemics. Government-declared local or national emergencies, epidemics, pandemics and public health emergencies.

Government travel restrictions. Travel restrictions imposed by a governmental authority that prevent or prohibit travel to, from, or from the place of stay. Excludes non-binding travel recommendations and similar government directives.

Military operations and other conflicts. Acts of war, conflicts, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, insurrections, civil disturbances and civil disorder.

Natural disasters. Natural disasters, acts of God, major breakdowns affecting essential services, volcanic eruptions, tsunamis and other severe and abnormal weather events.

Death. Death of the Customer or a Beneficiary. Death of an immediate family member (children, parents, spouse, siblings) of the Customer or a Beneficiary.

This Policy does not cover:

Everything else. This Policy only allows cancellations for the events described above. Everything else is excluded. Examples of situations for which this Policy does not allow cancellation include: long-term or unexpected illness, medical condition or injury; legal obligations such as jury duty, court appearances or military obligations; cancellation or rescheduling of an event for which the booking was made; transportation disruptions unrelated to a covered event, such as road closures, as well as flight, train, bus and ferry cancellations.

If you cancel a booking for any of these reasons, the general cancellation policy will apply.

VI) Prices

VI.1) Online prices

Prices are quoted in US Dollars (USD, \$) for all bookable services on the Website. The prices mentioned on the Website are subject to change without notice or prior condition. Only the price indicated in the booking confirmation is contractual.

No stay booked before the implementation of a promotional offer will be eligible for a refund, even partial.

VI.2) Prices on site

It is possible to make a booking and purchase optional services (such as meals) on site during your stay. These services are payable in cash only, in the local currency, the East Caribbean Dollar. Prices for optional services provided on site may differ from the prices listed on the Website, and are subject to change without notice or precondition. These prices are quoted in East Caribbean Dollars (XCD, EC\$, \$).

VII) Payments and refunds

All payments on the Website are made via the PayPal platform. No other online payment method is allowed. Refunds are also made via the PayPal platform. The resolution of potential disputes will go through the PayPal Resolution Center.

The Customer is obliged to consult and accept the General Conditions applicable to the PayPal company before any purchase from Tete Canal Cottages. Tete Canal Cottages can not be held responsible for a change in the conditions or a problem on the PayPal platform.

Payments for optional services contracted on site are made in cash only.

