

## Terms and Conditions

This page outlines our Terms and Conditions relating to the use of our website. They are important and should be read in full, however if you are looking for the terms and conditions relating specifically to a Property you are considering booking, or have booked through our website, please refer to the Rental Agreement web page. If your booking was made with one of our partner Third Party Sites (like Booking.com, Expedia, Homeaway etc.) you should refer to their specific terms and conditions.

If you would like to print or save our terms and conditions please click [HERE](#) to download a PDF version.

### 1. Use Of The Chateau Anna Website

1.a. The Terms and Conditions are a binding contract between Chateau Anna Ltd and the Traveller.

Chateau Anna Ltd (also referred to as “We” or “Us”) provides an on-line platform at [www.chateauanna.com](http://www.chateauanna.com) for travellers to book a property, and also via mobile devices, tablets and other devices or interfaces. (collectively, the “Site”).

Booking payments conducted through the Site (the “Payment Services”) are handled by third party payment providers, and/or third party accommodation booking providers (collectively, the “Third Party Site”).

Payment Services are subject to the Terms and Conditions of those third party payment providers.

1.1 These Terms and Conditions together with the Privacy Policy govern the relationship between Chateau Anna Ltd and any individual using or accessing the Site and any of the content or services available through it as a traveller or potential traveller. (collectively, the “Traveller”). Travellers include people who use the Site to access information about and to book our properties, whether for business or leisure purposes.

1.2 The Terms and Conditions constitute a legally binding agreement between Chateau Anna Ltd and the Traveller. By using or accessing the Site, you acknowledge that you agree to and are subject to the Terms and Conditions and our Privacy Policy, on behalf of yourself and all persons named or otherwise travelling on your booking. A Traveller’s booking through [www.chateauanna.com](http://www.chateauanna.com) is governed by the terms and conditions on the site through which the booking is finalised (and not necessarily [www.chateauanna.com](http://www.chateauanna.com)). To the extent of any conflict between the terms and conditions of the Chateau Anna site on which you found the Property and the terms and conditions of the third party site you finalise a booking through, the terms and conditions of the Third Party Site where the booking is finalised will govern and prevail. If you do not accept and agree to the Terms and Conditions without modification, you are not authorised to access or otherwise use the Site.

1.3 Chateau Anna Ltd does not authorise anyone to register with, or to otherwise use, this Site unless they have the capacity to enter into legally binding contracts. As a consequence, the Site and services may only be used by persons aged 18 and over.

1.4 Chateau Anna Ltd may revise these Terms and Conditions at any time by posting an updated version to this web page. You should visit this page periodically to view the most current Terms and Conditions because they are binding on you. Any changes made after you have made a booking will not affect that booking unless we are required to make the change by law.

1.5 Chateau Anna Ltd may ask you to provide personal information directly. For example, We may ask you to provide your contact details such as full name, telephone number and email address, in order to enable certain functionality, like your Property booking. For more information about the personal data we collect and your rights, please read our Privacy Policy and Cookie Policy.

## 2. Bookings Made on the Chateau Anna Site, and on partner Third Party Sites

2.1 This Site is a place where Travellers can view listings of, and obtain information about, properties offered for rent directly with Chateau Anna Ltd (a “Property” and together the “Properties”) and by others, including Third Party Sites (collectively with a Traveller, the “Users”). We may also offer other tools or services to allow Users to communicate with each other and to enter into rental agreements or other transactions with each other.

2.2 Bookings made with Third Party Sites: The Site acts only as a platform for users to interact with each other. Chateau Anna Ltd is not, and does not become, a party to any contractual relationship between the Traveller and the Third Party Site in respect of any booking or payment, and does not mediate between the Traveller and the Third Party Site in the event of any dispute arising between them. You acknowledge and agree that the Traveller and the Third Party Site will be responsible for performing the obligations of any such payment agreements, that Chateau Anna is not a party to such agreements and that Chateau Anna Ltd disclaims all liability arising from, or related to any such agreements. This is true even if the Third Party Site facilitates a booking for a Property or the use of other Services, as Chateau Anna is not a party to any rental or other agreement between Travellers and Third Party Sites, except for providing the use of our Property once the Booking has been confirmed (the “Rental Agreement”).

2.3 Travellers are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any Services and any transaction they enter into either on the Site or in connection with their use of the Site. Travellers should please note that Third Party Sites are responsible for and agree to abide by all laws, rules and regulations applicable to the listing and rental of our Property and the conduct of their accommodation booking business. Please be aware that even though we are not a party to any Third Party Site and assume no liability for legal or regulatory compliance pertaining to our Properties listed on such Third Party Sites, there may be circumstances where we are nevertheless obligated or required (as we may determine in our sole discretion) to provide information relating to any listing in order to comply with governmental or regulatory body investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion.

2.4 Chateau Anna Ltd pays a service fee payable by Travellers (which is included in the rate) who book a Property on a Third Party Site via the Third Party Site checkout. The service fee covers the use of the Third Party Site, including such features as 24/7 support, and is calculated as a percentage of the total rental amount (which may include additional fees and damage deposits charged by Chateau Anna Ltd).

Depending on the laws of the jurisdiction where the Traveller, Third Party Site and/or Chateau Anna Ltd resides / operates, the service fee may be subject to (or may include) VAT, Stay Taxes (as detailed in section 2.6), or any other equivalent indirect taxes that are applicable. Chateau Anna Ltd agree not to encourage or advise a Traveller to avoid or circumvent the service fee charged by Third Party Sites, and the Traveller agrees not to avoid or circumvent the service fee.

2.5 Chateau Anna Ltd may be required to collect and remit taxes (inclusive of VAT, sales taxes, or other equivalent taxes) on the Service Fee charged by Third Party Sites. Where required, Chateau Anna Ltd can provide the Traveller with an invoice stating the amount of taxes charged on such Service Fee if requested. If the Traveller is entitled to an exemption from indirect taxes or their equivalent on the Service Fee, it must provide Chateau Anna Ltd with required documentation and support for such exemption.

2.6 Collection and remittance of the Stay Tax (\* This is a contingency, as there is currently no UK stay tax imposed in the areas we have holiday rental properties):

\* Travellers are liable for the payment of any tourist tax, lodging tax, tourism tax, or other similar taxes as requested by local jurisdiction ("Stay Tax"), which tax must be generally collected by Chateau Anna Ltd. In certain jurisdictions, Chateau Anna Ltd may decide in its sole discretion to directly collect and remit the Stay Tax on behalf of the Third Party Sites. In such case, the Third Party Sites will have no action to take regarding the collection from the Travellers and the remittance to the city of this tax. In any jurisdictions in which such process will be implemented, the Third Party Site instructs and authorizes Chateau Anna Ltd to collect the Stay Tax from the Travellers on their behalf and to proceed to the relevant tax filing requirements before the City, including its remittance.

2.7 The Site contains Listings (defined below) provided by Chateau Anna Ltd which is also distributed and listed on Third Party Sites. In some cases using our website technology via integration, and occasionally created solely by the Third Party Site provider, or indeed reproduced by other sites which use our content and images without consent to broaden their search exposure or other reasons. Such content is the responsibility of the specific creator of the content. We have no responsibility for content created by Third Party Sites as we merely provide access to the content as a service to you and provide our official partner Third Party Sites with the images and information needed to build their listing.

All confirmed bookings made by you on Our Site are directly with Chateau Anna Ltd and your Booking Contract and Rental Agreement will be with Chateau Anna Ltd. Any such contract will govern your right to occupy and use the Property, and may contain obligations to pay additional fees and taxes. Chateau Anna Ltd has no liability to you

for unconfirmed bookings made on Third Party Sites. We do not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any information in the Listings or any opinions/content posted by third parties.

### 3. Property Listings and Interaction with Third Party Sites

3.1 Please note that Chateau Anna Ltd are only responsible for the information, including images, text and other content, relating to the Properties we offer (“Listings”) on our own website at [www.chateauanna.com](http://www.chateauanna.com) We also provide information to our partner Third Party Sites, who are responsible for representing them correctly, updating them and ensuring (where relevant) that they are correctly translated. Thus, where a Listing is linked to an automated translation facility, such as Google Translate via web browser, or manually translated by the User using such technology, Chateau Anna are not responsible for any resulting inaccuracies or misinterpretation that may result.

3.2 If a Traveller finds a Property in which they are interested, they can send an information request to us (an “Enquiry” or “Enquiries”) stating their first name, surname, email address and telephone number, along with any requested information, without having to log in to the Site for the purpose. Travellers that use the Site to send enquiries will not be added to our mailing list unless they choose to opt-in to receive further email communications from Chateau Anna Ltd. Users that book a property or who register with us will receive our newsletter unless they choose to opt out.

Travellers may opt-in to receiving newsletters when sending enquiries or opt-out of receiving newsletters when booking on the Site, or cancel their subscription to these email newsletters at any time through the unsubscribe links provided in all our communications or via email to [info@maison-parfaite.com](mailto:info@maison-parfaite.com) although it may take a short while for the changes in your preferences to become effective.

3.3 The Traveller will receive a confirmation email from Chateau Anna Ltd once an Enquiry has been sent, and we will make every effort to reply within 24 hours during normal business hours (Monday to Friday 9.00am until 6.00pm UK time). Enquiries made with our Third Party Site partners may well be answered much quicker as they have dedicated 24/7 customer service teams, however if the enquiry requires a response to them from Chateau Anna Ltd it is likely that this will also be within normal business hours (as stated above).

3.4 Traveller can request a booking online via our website and selected Third Party Sites which are integrated with our booking system, which: (i) for instant confirmation properties, can be confirmed without a delay from requesting the booking; and (ii) for all other Third party Sites, shall be approved or declined by Chateau Anna after checking availability, usually within 24 hours.

For online payment, a Traveller whose booking was confirmed can pay with their credit card through the payments gateway offered by our third party payment provider and/or the Third Party Site. The online payment service on our website is subject to the Chateau Anna Ltd Terms and Conditions, all others are subject to the terms and conditions of the third party payment provider, and Traveller agrees and

acknowledges that (with exception of any obligation to instruct third party service providers) Chateau Anna Ltd has no control over or any responsibility for this service.

3.5 Enquiries sent by a Traveller to Chateau Anna Ltd on the Site, may include Traveller's personal information (including email address, phone numbers and other information the Traveller provides) and Chateau Anna Ltd may use such personal information in order to respond to the Traveller.

3.6 Maison Parfait Ltd may, from time to time, use third party email servers to send and track receipt of the Enquiry emails, and analyse the pattern of Enquiry usage reported by these third party tracking systems. Our system does not hold messages indefinitely and they may not be accessible after the message has been delivered to you. Please print a copy of any message which is important to you – for example a payment receipt or a booking confirmation.

3.7 Chateau Anna Ltd has no responsibility for, or otherwise stated involvement in, the communications between Third Party Sites and Traveller.

#### 4. Registration and Creating an Account

4.1 Should Travellers wish to use all services available to them on the Site, they must register with the Site. Chateau Anna Ltd does not authorise anyone to register with the Site unless they are able to enter into legally binding contracts. As a result of successfully completing the registration process, the Traveller obtains a user account for the Site (an "Account").

4.2 To obtain an Account, a Traveller must follow all the instructions given during the registration process. A Traveller can sign up for an Account using a personal email address or alternatively can sign up using the email address and name used for those third party authentication providers compatible with the Chateau Anna Ltd system.

4.3 The Traveller's Account includes information which may be made publicly available to other users of the Site. An Account may include, amongst other things: A dedicated page, known as "My profile" page, on which the Traveller's profile name will be listed as a mandatory field. Other personal and travel information are optional, at the discretion of the Traveller;

The ability to create a trip board for saving, organizing and sharing property information. \*

The ability to place reviews of rented Properties.

The ability to link Traveller's third-party authentication providers account. By logging in or linking an Account with such third party authentication providers, the Traveller agrees to transfer their email address and name used by such third party authentication providers. \*

A link to Partner Reviews (as defined below) \*

\* Applies to Third party Sites. This information is not usually shared with Chateau Anna Ltd.

4.4 Tax regulations may require us to collect appropriate Tax information from Travellers. Traveller is responsible to ensure all information provided is accurate, complete and kept up-to-date.

4.5 Travellers can deactivate their Account at any time and they can also unlink their Account and public page from such third party authentication providers at any time. Travellers can unlink their Accounts by going directly to their Travellers profile settings page. You understand and accept that even if you deactivate your Account data could be retained by Chateau Anna Ltd or the Third Party Site. You also understand and accept that data relating to your transactions with Chateau Anna Ltd or Third Party Sites could have been transmitted to and remain on other sites, for example Google if Google search engine technology has copied content from relevant sites or systems. For further information about your privacy rights, please see our Privacy Policy.

4.6 Chateau Anna Ltd also uses Google Analytics to gather statistics on Site usage. There are more details in the Privacy Policy and Cookie Policy and in Google's own privacy policy. Google may aggregate data they collect from their various services including Google Analytics, Google Translate, Google Maps and other Google services including YouTube. You understand and accept that the Chateau Anna Ltd has no control over Google's data collection.

## 5. Rights and Obligations of Chateau Anna Ltd

5.1 Chateau Anna Ltd will endeavour to reproduce accurately on the Site any photographs, information, creative description, amenities and relevant local tourist information and attractions.

Such information is communicated with our official Third Party Site partners, but we do not accept responsibility for their representation or interpretation on their site. Also be aware that our images and descriptions may be used without our permission on non-partner sites, which is completely beyond our control. Chateau Anna Ltd shall have no responsibility or liability for any such deviation.

Chateau Anna Ltd may suggest local attractions or tourist destinations to enhance your stay with us, but we have no control of the availability, cost, facilities, accessibility or subjective quality of such attractions and shall have no responsibility or liability for them.

Click [HERE](#) to view the Rental Agreement Terms & Conditions which outlines Your Rights and Obligations related specifically to Your Booking.

## 6. Intellectual Property

6.1 All content that appears on the Site is protected by copyright and database rights. Reproduction of the Site, in whole or in part, including the copying of text, graphics or designs, is prohibited.

6.2 Travellers are permitted to download, display or print individual pages of the Site to evidence any agreement with Chateau Anna Ltd and to retain a copy of their bookings. The relevant file or the relevant printout must clearly bear the text "© Copyright 2019 Chateau Anna Ltd – All Rights Reserved".

6.3 Where a Traveller submits to or transmits through the Site, any content of any type, including text or images, the Traveller undertakes that he/she has the legal rights to do so.

6.4 To the extent that Travellers' reviews or other content may contain trademarks or other proprietary names or marks, Travellers undertake that they have the right to use such names or marks.

6.5 By submitting Content to the Site, the Traveller, although retaining all their ownership rights in the Content, grants Maison Parfait Ltd, their affiliates and Third Party Sites, for the duration of the legal protection of rights in the Content, and progressively for the duration of their publication on the Site or other media pursuant to this agreement, a non-exclusive, worldwide license of their intellectual property rights, including but not limited to copyright and trademark rights, in the Content for the Authorised Purposes as defined and set forth below. To the extent applicable and permitted by law, Traveller waives moral rights or grants a non-exclusive, royalty-free, transferable, and irrevocable license to Chateau Anna Ltd to use Traveller's moral rights in any Content.

i) "Content" means all text, descriptions, reviews, photographs, images and any other content that the Traveller submits to the Site.

ii) "Rights granted" consist of the following: a non-exclusive, royalty-free, transferable, irrevocable license for the duration of their publication of Content on the Site or other media pursuant to this agreement, to reproduce, translate, distribute, publish, publicly display and perform the Content worldwide.

iii) "Authorised Purposes" consist of reproducing, translating, distributing, publishing, publicly displaying, and performing the Content on the Site, on the websites, and in the marketing materials and efforts of Maison Parfait Ltd, our partner Third Party Sites and affiliated companies for the purposes of listing, promoting, and marketing the Property themselves and on third parties' websites, and supporting the fulfilment of the any agreements between Chateau Anna Ltd and partner Third Party Sites.

## 7. Travellers' Accounts, Communications and Reviews

7.1 Travellers must provide only accurate and truthful information concerning their identity, including country of residence, in their Accounts and profile pages, and any other communications on the Site, including reviews of Properties.

7.2 Messages sent via Chateau Anna Ltd systems should only relate to genuine booking Enquiries. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse Chateau Anna Ltd systems, such as by sending unsolicited commercial communications (spam) or disclosing personal information of users to a third party, unless you have the express permission from the user.

7.3 Travellers who have booked through the Site may post their reviews of our Properties ("Traveller Reviews") on the Site or partner Third Party Sites. Chateau Anna Ltd is given the opportunity to view Traveller Reviews on our Site and our partner Third Party Sites, and to respond to them. Reviews cannot be used to exclude or discriminate against individuals. Once either the Traveller, Chateau Anna Ltd or Partner Third Party Site submit a review, the other has 14 days to submit a review. In application of the webhosting status, Chateau Anna Ltd shall remove the

Content if it becomes aware or is put on notice that the Content is illegal. Further, after prior notice provided to the Traveller, Chateau Anna Ltd may decline to post Contents or may remove any Content that do not comply with Content Guidelines. Chateau Anna Ltd otherwise expressly disclaims any liability for any Traveller Review, subject to its obligations pursuant to its webhosting status (for instance, deletion of content notified as being illegal). Traveller acknowledges and agrees Masion Parfaite Ltd may make such Review available to other Partners who the Traveller contacts through the Site.

7.4 Please note that Chateau Anna Ltd does not, and realistically does not have the ability to verify the accuracy or otherwise of Traveller Reviews, and Responses or Reviews on partner Third Party Sites.

7.5 Chateau Anna Ltd nevertheless requires all Traveller Reviews, Partner Responses on Third Party Sites and other communications using Chateau Anna Ltd systems to conform to the Content Guidelines, and may decline to post any of them that do not comply. Chateau Anna Ltd will not edit or otherwise modify reviews on a Traveller or Third Party Sites behalf. A Traveller or Third Party Site may contact us to remove their published review.

7.7 Chateau Anna Ltd complies with its Privacy Policy. Further details can be obtained from the Privacy Policy. The Traveller consents to the use of his data as outlined in the Privacy Policy. Traveller should note, Chateau Anna Ltd have generally authorised Third Party Sites to forward the Travellers contact details, and vice versa, including telephone number in connection with a Property booking. Traveller may ask for these details to be supplied on production of proof of the booking. Alternatively, these details may be made available to Traveller through their Accounts.

## 8. Prohibitions

The Traveller shall not directly or indirectly:

With respect to the Site, its content, and databases comprised in the Site, in any form, whether by using automatic devices or manual processes, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the same;

Monitor content on the Site or Chateau Anna Ltd's platform or systems by means of robots, spiders, or other automatic instruments; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines (not including any website or search engine or other service that provides classified listings or adverts for properties available for booking, or any subset of the same or which is in the business of providing services that compete with the Chateau Anna Ltd or our partner Third Party Sites) and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with Chateau Anna Ltd's robots.txt file;

Use the Site or Chateau Anna Ltd's platform or systems for purposes other than those referred to in these Traveller T&Cs;

Use the Site or the tools and services on the Site for the purpose of booking or soliciting a rental for a property other than a Property under a valid Listing;

Reproduce any portion of the Site on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or any other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;

Upload or send to the Site (or Chateau Anna Ltd's platform or systems) any contents or programs, which on account of their size or nature, might damage Maison Parfaite's computers or networks;

Include content on the Site (or Chateau Anna Ltd's platform or systems) that breaches any applicable criminal or other laws, or encourages any such breach;

Use or access the Site or Chateau Anna Ltd's platform or systems in any way that might endanger any computer system or network, including by making available any virus (for which purpose, "Virus" includes any program introduced into a system deliberately which carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user's hard disk);

Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered "phishing" (whether primary, secondary or other) or that would give rise to criminal or civil liability;

Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material; or

Refer to Chateau Anna Ltd or partner Third Party Site in any way that might lead someone to believe that the Traveller or any website is sponsored by, affiliated with, or endorsed by Chateau Anna Ltd or partner Third Party Site.

#### 9. Right to Delete Content

Travellers are responsible for ensuring that their communications, and content posted, through or in connection with the Site, including Traveller Reviews and communications with partner Third Party Sites, do not infringe the law, the rights of any person or entity, or contain false information, personal insults, anything libellous, slanderous or defamatory, anything that infringes copyright, data protection law or the Content Guidelines.

Chateau Anna Ltd may review any data on the Site or Chateau Anna Ltd's platform or systems and delete it or alter it when it is no longer accurate or up-to-date. Without prejudice to any other available remedies, Chateau Anna Ltd shall be entitled immediately to remove from the Site any communications or content that infringes these requirements, and to suspend or prevent the usage of any related Account, without prejudice to Chateau Anna Ltd's obligations in application of its webhosting status. The user will be promptly notified of the reasons why those measures have been taken and they may send any comments to Chateau Anna Ltd.

## 10. Notifications of Infringement of Intellectual Property

10.1 Chateau Anna Ltd respects the intellectual property rights of others and expects Travellers to do the same. Chateau Anna Ltd has and enforces a policy of not permitting users to post any materials that infringe the copyrights or trademark rights of others, and under appropriate circumstances Chateau Anna Ltd will terminate the account of subscribers and account holders who are repeat infringers. Repeat postings of infringing material are cause for termination of service.

## 11. Liability of the Chateau Anna Site

11.1 The Site is merely a venue allowing you to view Properties listed on the Site, communicate with us in respect of any queries or questions you may have, or to make a booking with Us or our Third Party Site partners, for the rental of a Property. We accept no liability in relation to any contract you enter into with a Third Party Site, nor do we accept liability for the acts or omissions of any Third Party Site or other person(s) or party(ies) connected with the Third Party Site. For all Properties, your contract will be with:

- i. Chateau Anna if booked directly on our site at [www.chateauanna.com](http://www.chateauanna.com) or:
- ii. Our partner Third Party Site, and their terms and conditions will apply to your booking. These terms and conditions may limit and/or exclude their liability to you and you are advised to read them carefully before making a booking.

11.2 Travellers are advised to obtain suitable travel insurance to cover their booking for the Property with Chateau Anna Ltd or partner Third Party Site, including in the event they have to cancel their booking. It is the Traveller's responsibility to ensure that the insurance it purchases is adequate and appropriate for the Traveller's particular needs.

11.3 As a consumer you have certain rights (including that, for services, we will provide them using reasonable care and skill). Nothing in these Traveller Terms and Conditions will affect your legal rights. For details information on your legal rights please visit the Citizens Advice Website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call **0345 404 05 06**.

11.4 Chateau Anna Ltd as a Property rental provider, will be liable in the event of Chateau Anna Ltd's fault. Chateau Anna Ltd is liable for loss or damage you suffer that is a foreseeable result of our breaking these Terms and Conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these terms were entered into, both we and you knew it might happen, for example if you discussed it with us.

11.5 Chateau Anna Ltd will not be liable, in case of any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, notably including reasonable legal fees, ("Claims"), brought or occasioned by third parties alleging, arising out of, or in connection with: (a) any material or content you provide to the Site; (b) your use of any content on the Site; (c) any breach by you of these Traveller Terms and Conditions; or (d) your use of the Property. Chateau Anna Ltd will promptly provide notice to you of any such Claims. If

you are dissatisfied with the Site (or the Chateau Anna Ltd platform or systems) or you do not agree with any part of these Traveller Terms and Conditions, then your sole and exclusive remedy against Chateau Anna Ltd is to discontinue using the Site. Nothing in these Traveller Terms and Conditions shall exclude or restrict Chateau Anna Ltd's liability for death or personal injury resulting from its negligence; nor for Chateau Anna Ltd's fraud or fraudulent misrepresentation.

11.6 Refunds will be processed immediately, however the timing to receive any refund will vary based on the payment method and any applicable third party payment system. Refunds are processed in the currency of the original payment. Any currency conversion will be done by the relevant bank using their current exchange rate which may be different to the exchange rate used when you originally paid. In addition, bank charges incurred by the Traveller during the booking process or as part of the refund process may be deducted by the bank from the refunded amount and in such cases will not be refunded by Chateau Anna Ltd.

## 12. Miscellaneous

12.1 These Traveller Terms and Conditions shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts, without prejudice to the applicable law and jurisdiction of the courts where the Traveller is resident (should the Traveller be a consumer).

12.2 Chateau Anna Ltd recommends that you save your own copy of these Traveller Terms and Conditions in a separate file on your device or in print-out form.

12.3 Chateau Anna Ltd's failure to act with respect to a breach of these Traveller Terms and Conditions by the Traveller or others does not waive Chateau Anna Ltd's right to act with respect to subsequent or similar breaches.

12.4 The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Traveller Terms and Conditions.

12.5 In the event of a dispute between You and Chateau Anna Ltd, You may use a conventional mediation procedure or any other alternative dispute resolution method as defined by law. After having submitted a written request to Chateau Anna Ltd, and in the absence of a satisfactory response from Chateau Anna Ltd within 60 days, You may submit Your dispute to a mediator under the conditions set out on the mediators website.

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