



68 traverse Saint Roch ; 84240 La Tour d'Aigues ; France

+33 6 32 54 88 95 hello@bastidesaintroch.fr

SIRET : 977889518 00014 APE : 6820A

## Terms and conditions

This seasonal rental agreement is reserved for the exclusive use of the rental of the accommodation La Bastide Saint Roch, which is approved by the competent departmental branch on behalf of the National Federation of Gîtes de France.

Under no circumstances shall the National Federation of Gîtes de France be held responsible for the use of this agreement by third parties or for purposes other than tourism.

**Duration of the stay:** The tenant signing this contract for a specified period may not, under any circumstances, claim any right to remain in the premises at the end of the stay.

**Conclusion of the contract;** The reservation becomes effective as soon as the tenant has sent the owner a 25% deposit of the total rental amount and a signed copy of the contract before the date indicated on the front page. A second copy is to be kept by the tenant.

The rental agreement entered into between the parties to this document may not, under any circumstances, benefit, even partially, third parties, whether individuals or legal entities, without the written consent of the owner.

Any violation of this last paragraph could result in the immediate termination of the rental at the tenant's expense, with the rental income permanently retained by the owner.

**Payment methods;** immediate bank transfer allows you to firmly reserve your stay. If the time between the booking date and the start of the stay is less than 7 days, only cash payment upon arrival will be accepted. Payment by a French bank-issued check is accepted if it is made at least two months before the start of the stay. Credit card payments cannot be used for booking payment.

**No right of withdrawal;** for reservations made by mail, by phone, or over the internet, the tenant does not have a withdrawal period, in accordance with Article L121-20-4 of the Consumer Code, especially concerning accommodation services provided on a specific date or according to a specified periodicity.

**Cancellation related to the COVID-19 pandemic;** if the vacationer is unable to stay at the vacation property due to:

- a total lockdown,
- travel restrictions
- or border closures,

The owners of La Bastide Saint Roch cottage offer vacationers the choice between:

- a credit that can be used for another stay with mutually agreed-upon dates,

- or a refund of the amount paid. These measures apply exclusively in the context of the Covid-19 pandemic and are subject to official announcements of government or prefectural restrictions.

Therefore, circumstances that are not eligible for compensation include:

- disruptions and cancellations of transportation services,
- travel advisories and restrictions,
- health recommendations and quarantine requirements, and
- curfew mandates.

**Cancellation by the tenant;** any cancellation must be notified in writing by e-mail to the owner.

At the time of signing this contract, the tenant has taken out cancellation insurance (for example, Europ Assistance). In this case, please refer to the refund conditions specified in the insurance policy.

When the tenant does not benefit from cancellation insurance, reimbursement is made as follows:

Travelers who cancel at least 30 days before the arrival date will receive a 100% refund. Vacationers who cancel between 14 and 30 days before the arrival date will receive a 50% refund. If cancellation is made after the dates indicated, vacationers will not receive any refund.

If the tenant does not show up within 24 hours of the arrival date specified in the contract, this contract becomes null and void, and the owner may dispose of the cottage.

**Interruption of the stay;** in the event of an interruption of the stay by the tenant, no refund will be provided. If the reason for the interruption is covered by cancellation insurance, the tenant should contact the insurer to seek reimbursement.

**Cancellation reasons;** the following points will not be considered as valid grounds for cancellation and refund or compensation requests:

- Presence of insects of any kind inside, outside, or near the cottage (ants, spiders, wasps, bees, flies, grasshoppers, scorpions, centipedes, praying mantises, ...)
- Presence of "nuisance" animals such as "feral cats," lizards, all types of snakes, frogs, toads, worms, rodents...
- Normal environmental noises (cicada singing, rooster crowing, bells from the church...).
- Agricultural field work: tractors, sprayers, irrigation, harvesting, grape harvesting.



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- Presence of leaves, insects, and small animals in the pool despite cleaning.
- Prohibition of using barbecues when the wind speed exceeds 40 km/h due to the risk of forest fires

**Cancellation by the owner;** the owner will refund the tenant the full amount paid. This provision do not apply when an amicable agreement is reached, involving the tenant accepting a substitute stay offered by the owner.

**Check-In;** the tenant must arrive on the specified date and at the time mentioned in this contract. In case of late or delayed arrival, the tenant must inform the owner.

**Security Deposit;** upon the tenant's arrival, the owner requires a security deposit of €1,000. If the security deposit proves to be insufficient, the tenant agrees to supplement the amount based on documentation provided by the owner. This security deposit shall not, under any circumstances, be considered as part of the rent payment.

**Use of the Premises;** the tenant must maintain a peaceful atmosphere on the rental property and use it in accordance with its intended purpose.

**Capacity of the Cottage;** this contract is established for a maximum capacity of 12 persons. If the number of tenants exceeds the accommodation capacity, the owner may refuse additional individuals. Any modification or termination of the contract will be considered at the client's initiative.

**Pets;** to prevent allergy risks for other tenants, domestic animals are not allowed to stay. The contract may be terminated at the client's expense for non-compliance with this condition.

**Holiday Liability Insurance Extension;** the tenant is responsible for any damages resulting from their actions. They are required to be covered by a civil liability insurance (RC) policy with a holiday extension for these various risks. Proof of this extension will be requested upon entry to the premises, or alternatively, a sworn statement.

**Disputes;** any complaint regarding the condition of the premises and the accuracy of the description during a rental must be submitted to the owner within 24 hours of arrival.

#### **Disinfection and Cleaning**

Cleaning and disinfection of the cottage are carried out by the owners, and the cost is included in the

rental rate. However, at the end of the stay, the tenant must:

- wash and put away dishes and kitchen utensils
- wipe down the dining table
- return the barbecue to its initial cleanliness
- dispose of the trash
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**Payment of Optional Charges;** the customer must settle with the owner the charges not included in the price upon payment of the reservation balance (excluding the cost of charging an electric vehicle, which will be settled at the end of the stay; personal checks are not accepted for their payments). The amount is determined based on the calculation mentioned below.

#### **Rates for optional charges**

Bed sheets 160x200 (1) :	<b>8 € / stay</b>
Bed sheets 90x200 (1) :	<b>6 € / stay</b>
2 Towels (1) :	<b>6 € / person / stay</b>
Pool towel (1)	<b>4 € / person / stay</b>
Table linens (1) :	<b>6 € / stay</b>
End-of-stay Cleaning :	<b>included</b>
Slow charging of an electric or hybrid vehicle battery (2)	<b>0,30 € / kWh</b>

(1) services to be requested before the payment of the reservation balance.

(2) service subject to review based on electricity prices at the time of recharging