# **Our general reservation conditions**

#### 1. GENERAL

As the owners of the property, Abélia Gîte Vendée offers you holiday rental accommodation in the Vendée, as introduced on our Internet site www.abelia-gite-vendee.com.

#### 2. PRICE

- 2.1. The prices indicated are expressed in Euros, by weekly rental and according to the list of tariffs and availability. .
- 2.2. The property is rented furnished and completely equipped. The prices include: the fully equipped accommodation, services (water, electricity), heating of both the gite and the indoor swimming pool, linen (bedding towels .....),.
- 2.3 local holiday tax on more of tariffs.

## 3. RESERVATION AND PAYMENT

- 3.1 Before going ahead with a reservation, you must contact us in order to ensure that the accommodation is available for your required dates. To reserve, you must send us a reservation form, completed and signed, as well as -payment of an instalment of 30% of the rental price. The contract will become official between you and the owner of Abélia Gîte Vendée, once an invoice of confirmation has been produced.
- 3.2. The balance must be paid at the latest, six weeks before your arrival at the property. Any non-payment of the balance within these deadlines will result in a cancellation, and therefore, cancellation fees will be charged, in accordance with paragraph 13.
- 3.3. If you make a reservation for the Vendee holiday accommodation less than six weeks before the date of arrival, the total price of the stay is payable at the time of the reservation.
- 3.4. The receipt and/or the cashing of the instalment do not in any case, constitute a validation of the reservation: the contract takes effect only when Abélia Gîte Vendée produces a confirmation invoice. When you receive the confirmation invoice for your reservation, take care to check the details appearing on it to ensure that they are correct. If, for any reason, we are unable to meet your request for a reservation, your paid instalment will be refunded.
- 3.5. By making a reservation request, the signatory admits having taken knowledge of the general reservation conditions and accepts their terms It falls on to him to ensure these conditions are respected by the other people taking part in the stay.
- 3.6. Reservations carried out by a person of less than 18 years of age at the time of the reservation are not accepted. We reserve the right to refuse any reservation without justification.

### 4. DEPOSIT

- 4.1. Entry into the property is conditional on the payment of a deposit, in order to cover the costs of possible damage or breakages on the property or its contents. The amount of this deposit is specified on the reservation form. This deposit can be paid in advance to Abélia Gîte Vendée, and kept in a separate clients' account, or it can be paid at the time of your arrival, to the owner or their representative.
- 4.2. Subject to any applicable complaint, the deposit will be returned to you at the latest one month after the end of your stay.
- 4.3. In the event of non payment of this deposit, you will be refused access to the property and this will be regarded as a cancellation.

### 5. ARRIVAL AND DEPARTURE

- 5.1. You must arrive between 16h00 and 19h00 on the first day of your rental period, and vacate the property before 10h00 on the last day, unless otherwise mentioned on the reservation form. On your arrival, you will be asked to present your reservation form as well as a form of identification.
- 5.2. If these schedules are not convenient for you, please inform us at the time of the reservation, we will try to find a solution.
- 5.3. If your arrival is delayed, you must warn the owner so that necessary arrangements can be made, to allow you to enter accommodation. .

### 6. NUMBER OF PEOPLE USING the HOLIDAY ACCOMMDATION "Abélia Gite Vendée"

- 6.1. The number of people staying at the property should not exceed the number which you indicated on the reservation form. In the same way, it is forbidden to assemble tents on the property or to park carayans or camping cars. .
- 6.2. If the number of people staying at the property exceeds the number which you indicated, you risk being subjected to a price increase. .

6.3. If you exceed the maximum capacity indicated on the description, the owner reserves the right to refuse or cancel the reservation as he wishes.

#### 7. DOMESTIC ANIMALS

Domestic animals are not authorized in the property.

#### 8. CLEANING

- 8.1. The property is completely cleaned before the beginning of the rental period of the accommodation. On departure, you must leave it in the same state of cleanliness. The cleaning fee, charged in addition to the rental price, is to enable the owner to return the property to its original state.
- 8.2. If, because of the state of cleanliness in which the property is left, the normal cleaning fee is seen to be insufficient, the owner is authorized to take necessary steps to put it right and to deduct the corresponding costs from the deposit.

### 9. LINEN

The linen is included in our Vendée holiday accommodation and is changed for each new arrival (see the property's equipment list). We recommend to you however to consider additional bath towels, beach towels and bed-linen for baby cots.

### 10. INDOOR SWIMMING POOL

10.1. The rented property has an indoor swimming pool heated throughout the year. Abélia Gîte Vendée draws the customer's attention to the fact that the swimming pool meets the safety requirements in force in France. The customer must take the necessary precautions to ensure the safety of the occupants, especially children. Abélia Gîte Vendée will not be held responsible for any accidents, for physical or other injuries, relating to the swimming pool.

#### 11. INSURANCE

- 11.1. The reservation of our holiday accommodation is covered by a widely-known insurance company against the risk from , fire and damage by water, for tenant's risks, the furniture within the property , and that of any recourse from the neighbours. In addition however, people taking part in your stay must be duly covered by an insurance of civil liability.
- 11.2. By signing the reservation form, you attest that you are covered by such an insurance. Ensure you have your certificate, it is obligatory and can be asked of you during your stay.

## 12. MODIFICATIONS OR CANCELLATION by "Abélia Gite Vendée"

In the possibility where we would be obliged to make a modification or to cancel your rental of the accommodation specified in the reservation confirmation, we would inform you as soon as possible, and on request, we would endeavour to propose an alternative holiday rental or similar type and standing. . If the alternative were not appropriate to you, we would refund you completely all the paid amounts and would be released from any further responsibility.

### 13. CANCELLATION by the Customer

- 13.1. Any cancellation buy the customer, for whatever reason, must be addressed to us by letter, which is to be sent by registered post. The effective date of cancellation is the date at which the written notification reaches us.
- 13.2. Cancellation Charges: if you cancel six weeks or more before the rental start date, the cancellation charge will amount to 30% of the total rental cost; if you cancel between four and six weeks before the rental start date, the cancellation charge will amount to 50% of the total rental cost; if you cancel less than 30 days before the rental start date, or if the reservation is cancelled sue to your non-payment, the cancellation charge will amount to 100% of the amount of the total rental cost.
- 13.3. In the event of an early departure from the Vendée rental accommodation with indoor swimming pool, for whatever reason, you will not be entitled to a reduction in the rental cost.
- 13.4. The customer will not be able to claim from the property owner if cancellation is imposed by circumstances or causes beyond their control or for reasons relating to the safety of the traveller.

### 14. MODIFICATION BY THE CUSTOMER

14.1. At the request of the customer: any modification must be presented to Abélia Gîte Vendée which reserves the right to either refuse or to accept it, by invoicing any charges arising from this modification (15€). With less than 30 days before the rental start date, this modification will be regarded as a cancellation followed by a re-registration, and the expenses will be those envisaged above. Any postponement will be regarded as a cancellation and will incur the relevant cancellation charges.

## 15. YOUR RESPONSIBILITIES

15.1. As a tenant, you must behave responsibly, and use the Vendée holiday accommodation placed at your disposal in a peaceful manner. This in particular means to maintain the furniture, the installations, the materials and the equipment within the property in a state of maintenance and a condition identical to that when you arrived.

15.2. You are responsible for any damage or any loss occurring on the property or its contents during your occupation of it. In the event of damage or of loss, you will have to pay an appropriate compensation directly to the owner.

#### 16. DESCRIPTION OF THE RENTAL PROPERTY

- 16.1. You must accept the fact that minor differences can occur between photography, the description and the actual property
- 16.2. The owner reserves the right to make changes to the property as he sees fit, to ensure a pleasant stay. In the same way, he can modify furniture and decor without notice.
- 16.3. If physical changes intervene, we will inform you insofar as the time allows it.

### 17. ACCESS

The owner or his local representative is authorized to enter freely into the Vendée holiday accommodation at any reasonable time during the stay, in order to inspect and maintain the property "Abélia Gîte Vendée".

### 18. RESPONSIBILITIES OF THE OWNER

- 18.1. The owner cannot be held responsible for death or injuries incurred to yourself or any person, on the grounds of the property, except if they resul from the proven negligence of the owner.
- 18.2. We cannot be held responsible for the losses, breakages or delays of which the causes are independent of our will, including, without this list being exhaustive, natural disasters, explosions, floods, storms, fires or accidents, wars or threats of war, civil disturbance, laws, restrictions, regulations, local by-laws or other measurements emanating from the local or governmental authorities, industrial strikes, lockouts or other actions or conflicts, or weather bad weather. In any of the above-mentioned cases, we will have the right to regard the contract as null and void. In the case of such an execution of the contractual obligations, our responsibility will be limited to the refunding of the amounts that you have paid to us which correspond to the portion (unutilised) of the stay calculated at the daily rate.
- 18.3. The owner, Abélia Gite Vendée, will not be held responsible in any case, for breakdowns occurring on the mechanical equipment, such as the pumps, radiators, filtration systems for the swimming pool, micro station of autonomous cleansing, etc or of failures of collective services such as water, and electricity.
- 18.4. The owner cannot be held responsible for any noise or disturbances coming from the outside of the Vendée holiday accommodation, or from causes which are outside of their control.
- 18.5. The owner guarantees that this property meets the standards of construction, hygiene and safety, in force in France.

### 19. USE OF THE PROPERTY

The property is exclusively intended for a use of tourist dwelling, as a holiday rental Vendée holiday accommodation or private holiday. Any commercial or professional activity is strictly prohibited on the premises. This ruling that we have applied, forbids festivities on the premises (for example: weddings, receptions, parties etc) without prior agreement of the owner.

#### 20. PHOTOGRAPHS

Photographs taken in our property cannot be used or sold for financial or other befit, without the permission of the owner.

#### 21. SAFETY AND VALUABLE ARTICLES

Any valuable article left at the property is at your own risk. The owner will not be held responsible in any way for any theft, deterioration of goods, any punishable act or any way in fact whose tenant of the lodging of the Vendée could be an author or victim in the rented property. Abélia Gîte Vendée thus recommends that you take suitable measures to prevent theft and infringements.

#### 22. COMPLAINTS

- 22.1. In the eventuality where you are disappointed with your holiday rental accommodation, you must contact the owner who will endeavour to solve the problem.
- 22.2. If your dissatisfaction persists and you wish to make a complaint on substantial qualities of the property, you must advise the owner of "Abélia Gîte Vendée" in the 72 hours following your arrival, and then confirm your complaint in writing, sent by registered post with delivery notification in the four next days following your entry into the property. At the end of this period, no complaint will be taken into account.

## 23. APPLICABLE LAWS

These general reservation conditions of the accommodation "Abélia Gite Vendée" as well as the reservation forms are subject to French law. In the event of litigation, we will firstly try to reach an amicable conclusion. If the litigation persists, exclusive responsibility is allocated to the court of the registered office of Abélia Gite Vendée.