



Gîte, cabanes et SPA

Domaine de charme en bords de Loire, à deux pas des châteaux et des routes des vins

## **" General Sales Conditions for le Gîte des Bateliers"**

### **1. Designation**

The owner rents its holiday cottage "le Gîte des Bateliers" (classified –level 4\*), for maximum capacity of 4 adults and 2 children or 5 adults, located 18 Levée de la Loire, 37130 La Chapelle aux Naux.

### **2. Duration**

In any circumstances, the renter has any rights after the definite duration expiration day.

During summer or French school holidays, we ask for a minimum 7 days duration rent from Saturday to Saturday.

### **3. Fare**

Fares for the entire accommodation's rent and options are defined on our website. Fares are defined for the entire cottage rental.

Services included: beds made up before arrival, towels and linen, cleaning products, electrical consumption (heating is not included), and firewood for the fireplace (from 15/10 to 15/04 only - within the limit of a reasonable use; can't be in substitution of the heating), Spa access (on reservation, if availability).

Services not included : Tourist tax 1.20 €/day/ person (for every individual over 13) and the optional end of stay Housecleaning fixed price to be paid in advance (to be added with the rent) or to regulate at arrival if wished.

According to weather conditions, a fixed price for the electric heating will be to add to the rent.

### **4. Booking and balanced payment**

The rental agreement is concluded for the benefit of the only renter who did the booking.

Any transfer of the present lease, any total or partial subletting, any provision - even free, are strictly forbidden

The booking will be definitive only if the renter pays the 50% advanced payment required. For payment, we do accept credit card, bank transfer, or cash.

#### **Payment of the advanced payment means acceptance of the presented general sales conditions**

The balanced payment is asked upon arrival together with the guaranty deposit and the optional services chosen.

We do accept only Cash at arrival. If a credit card or bank transfer is preferred, the renter can proceed few days before the arrival.

### **5. The progress of the stay**

- Check-in is preferred between 5 PM and 7 PM with appointment. Departure is asked at maximum 10 AM, the last day.

The renter will inform the owner of his arrival approximate hour at least 72 hours before the stay.

- The cottage is equipped with a fire extinguisher as well as a smoke detector.

#### **It is non-smoking**

- Pets are not allowed.

- The Fireplace works perfectly but can be used only in winter (from 15/10 to 15/04).

- the renter will use peacefully the rented accommodation and the furniture and the equipments, following the destination which was given to them by the lease and will answer damages and losses which could arise during the duration of the stay in the places the exclusive enjoyment of which he has.

- He will have to avoid any noise likely to bother the neighbors, in particular those emitted by the devices like TV, radio and other.

- He will maintain the rented accommodation and will return it in the same state as he found it upon his arrival.

Any repairs made necessary by the negligence or a misuse in the course of rent will be chargeable to the renter, both in the places and on the whole property. If objects appearing in the inventory are broken or damaged, the owner can make deduction of guaranty deposit, after observation during the end inventory of fixtures.

- The renter can exercise no recourse against the owner in case of flight and plundering in the rented places.

- He will respect the maximum number of persons being able to enter places, according to the description which was put back to him. Exceptionally and subject to the agreement of the owner, he can be broken this rule, in particular in case of family with a baby.

- He cannot oppose to the visit of places if the owner or his representative makes the request; nor oppose to the realization of emergency works by the owner, or made necessary in places.

- He makes a commitment not to modify places, decoration or arrangement of furniture

### **6. Guaranty Deposit**

At the latest in the entry to places, the renter will put back to the owner a **500-€ amount as guaranty deposit** intended to cover the damages of the accommodation and/or of the furniture and the objects furnishing in the accommodation and caused by the renter, as well as the losses of keys or objects.

The guaranty deposit will be immediately restored at the renter departure, if the end inventory of fixtures notices no problem; or within maximum of 15 days after its departure, deduction made if necessary of sums covering the



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damages of the accommodation and/or the furniture and the objects furnishing in the accommodation caused by the renter. If the deposit turns out insufficient to cover the damages, the renter already makes a commitment to honor them, at the risk of filing of complaints with competent authorities. The deposit in any case can't be considered for payment of the rent

**7. An inventory of fixture and inventories of the furniture** are put back to the renter in the entrance to the accommodation and validated by 2 parts on arrival and departure of the renter. These documents will serve as reference in case of dispute on the return of deposit. In case of not realization of the inventory of fixtures at first, because of a choice of the renter, or because of a departure time other than that planned initially to the contract, and incompatible with the timetable, the owner makes one-sidedly the inventory of fixtures at the planned hour and sends back the deposit in 15 days following the departure, in the absence of damages and subject to a restoration of places.

If the owner notices damages, he will have to inform the renter about it within a week, and deposit will be treated as specified in the chapter "Guaranty Deposit".

**8. Cancellation:** any cancellation made by the renter must be notified by letter recommended, or Internet message, sent to the owner with request with acknowledgement of receipt.

For any cancelled stay more than 31 days before the stay, the payment of the advance remains acquired to the owner.

For any stay cancelled in the last 30 days before the date of arrival, interrupted or consumed for whatever reason, the totality of the stay will be indebted or will remain acquired to the owner.

If the cancellation is due to a major case of strength (death, accident or serious illness), the advance can be paid off on production of any official document.

If the renter does not present before 7 pm the day of the beginning of the stay, rental is cancelled and the owner rent his accommodation to another renter.

Any cancellation made by the owner before the beginning of the stay is notified to the renter by registered letter or email sent to the renter with acknowledgement of receipt. The renter without prejudice is reimbursed.

**9. Insurance:** the renter is responsible for all damages caused by him to the movable and non movable goods. To cover the risk he must therefore verify if his main dwelling lease includes the extension "leisure" or "vacation renting" otherwise he must contact his insurance provider in order to have the guarantee extended or introduce leisure through a special contract. A proof of insurance will be asked upon signing the rental lease or at least a statement on word honor.

**10. Termination by rights:** in case of breach by the tenant in one of the contractual obligations, the rental will be cancelled by rights. This termination will come into effect after a deadline of 48 hours after a simple warning by registered letter or delivered personally letter.

**11. Litigations or claims:** all claims will be settled amicably whenever possible. But if an amicable settlement is impossible, all litigations will be put before the competent courts. The present general sales conditions and its consequences are submitted to the French law.