



Gîte, cabanes et SPA

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

## **" General Sales Conditions – Huts - La Bateliere sur Loire"**

### **1. Designation**

The owner, SARL TROVA, rents one or several huts situated in or nearby the domaine of La Batelière sur Loire, 24 Levée de la Loire, 37130 La Chapelle aux Naux.

The fisherman treehouse capacity is 4 persons maximum (no age restrictions); the Orchard Hut capacity is 2 adults (children <10 yo are not allowed) ; the Loire River boathouse, la toue reine, capacity is 2 adults + 2 children >10 yo)..

The garden : the guest garden is the part situated after the small pit/river. The second part (after the pit, with the swimming pool) remain a private part and are not opened for guests. The boathouses are docked on public banks (public domain)

### **2. Rent duration**

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

During French School holidays and extended week-ends (please ask us), we possibly could ask for a 2 nights stays minimum.

### **3. Welcome**

Check-in is asked between 4:30 pm and 7 pm (4:30 pm and 6pm during spring or autumn) under appointment only. The renter informs the owner of his arrival approximate hour as soon as possible before the stay by mail or phone message.

For any late arrival, the renter informs the owner before 3:00 pm of its arrival day. It can be possible only if the owner has accepted.

**Please notice that we don't accept any arrival before 3:00 pm and after 9:00 pm.**

### **4. Fare and Options**

Fares are given on our website and are defined for 2 people per night. Each additional people will have to pay an additional fare per night. Kids<2 yo are free of charge.

Services included: overnight stay for 2 people, towels and linen, beds made up before arrival, Tourist tax

Services not included: Options (see details below). According to weather conditions a 5€/night fixed price for the electric heating will be to add to the rent.

Options are detailed below and options fares are detailed on our website. Options have to be booked at least 3 days before the stay and can be paid at arrival. Options confirmation will be done pending availability otherwise, it will be refunded or the owner will propose other options

Options:

- "Gourmet breakfast" for adult or for kids
- "The boatman apéritif" basket for 2 people
- "Un diner en bords de Loire" basket : Cold or warm diner with local products including a ½ bottle of Touraine wine for adults or a local juice for kids
- SPA access : Private access to the SPA (Jacuzzi / Sauna) for 1.5 hours – 1 possible access/24H

### **5. Reservation and Payment conditions**

**5.0. we ask for a minimum stay of 2 nights** during French School holidays and extended week-ends (please ask us)

5.1. The rental agreement is concluded for the benefit of the only requesting owner. Any transfer of the rental, any total or partial subletting, any provision - even free, are strictly forbidden.

5.2. To confirm its booking, the renter pays within the following 5 days 50% of the rent for the reservation as advanced payment. Credit card, bank transfer or cash can be used for the payment.

**5.3. Payment of the deposit or advanced payment means this general sales conditions agreement**

5.4. Gift card sale: please see below § 12.

5.5. Gift cards/checks "CabanesdeFrance.com" payment : please see below §13.

**5.5. The renter pays the balance of the rent 15 days before the stay. In case of delay or no payment of the balance amount, the reservation can be cancelled by the owner.**

**5.6. The chosen options will be paid before the stay or at arrival. Any option confirmed and cancelled at arrival or during the stay will be charged.**

The owner will give to the renter a receipt for any payment carried out.

### **6. Progress of the stay**

6.1. The Renter has to arm himself with appropriate and dry shoes for the inside of the hut. For accessibility reasons, the renter will have to favor backpacks and other overnight bags for his personal belongings. The Renter has to arm himself with appropriate warm clothes for nights.

6.2. The renter can exercise no recourse against the owner in case of thefts in huts or on the parking.

6.3. The renter makes a commitment not to modify places, decoration or arrangement of furniture

6.4. Concerning the meal baskets orders, they will be delivered between 6:30 pm and 8:30 pm (exact timing validated at arrival). The renter will have to raise them to the tree house thanks to the pulley.

6.5. The ordered breakfast basket will be provided between 8:30 am and 10:00 am. The renter will have to raise them to the tree house thanks to the pulley.

6.6. An appointment will be given for the check-out in order to proceed to the end of stay inventory. Check-out is set at 11 AM maximum on the last day of the stay.

### **7. Security**

7.1. Huts are equipped with a fire extinguisher as well as a smoke detector. For Fire security reasons,

- Never leave a burning candle unattended while sleeping or going out.
- Huts are no-smoking huts
- Never cover the electric heating given during cold periods.

7.2. The renter will have to avoid any noise likely to bother the neighbors, in particular those emitted by the devices like radio



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and other. It is forbidden to shout or speak loudly in order not to disturb other renters and the domain calm environment.

7.3. When they are allowed in a tree house (Fisherman tree house) or boathouse, Children remain under responsibility of their parents or guardians.

7.4. For safety reasons, access to huts is also forbidden under the influence of drink or narcotics.

7.5. It is forbidden to throw anything from the huts.

7.6. Meal Baskets have to be raised to the hut (for tree houses) thanks to a pulley. The cable and pulley are not games. Children are not allowed to use them.

7.7. It is dangerous and not allowed to climb trees, branches or guardrails.

7.8. **Guests welcoming is not allowed** for security and insurance reasons. If renters have booked several huts, it is kindly asked to respect the maximum number of persons being able to enter each hut, according to the given description.

7.9. It is not allowed to access to another hut without authorization.

7.10. Picnics are not allowed in the property garden.

A discharge signature will be asked at arrival

The owner can refuse access if security conditions are not respected.

## 8. Restrictions

8.1. The renter will respect the maximum number of persons being able to enter places, according to the given description

8.2. The fisherman treehouse is allowed to children but they remain under their parent's responsibility. The bed platform is forbidden for children < 6yo. The Orchard Hut is not allowed for children < 10 yo and the boathouses are not allowed for children < 10 yo and to non-swimmers renters.

8.3. The huts access **is not allowed to pregnant women, and to people subject to dizziness, sleepwalking or having problems of view or cardiac or mobility issues.** A safety instructions discharge form will have to be signed upon arrival. No refund can be asked in case of problems.

8.4. Pets are not allowed in the property and in huts.

## 9. Guaranty Deposit

At the latest in the entry to the boat houses, 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 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 cannot be considered for payment of the rent

**10. An inventory of fixture and inventories of the furniture** is done with the renter in the entrance to the boat houses. 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".

## 11. Cancellation – modifications:

11.1. For any cancellation made by the renter or for any interrupted or non consumed stay for whatever reason: it must be notified by recommended letter, or email, sent to the owner with request with acknowledgement of receipt.

For any cancelled stay by the renter

1. More than 15 days before the stay, free cancellation.
2. Within the last 14 days before the date of arrival, interrupted or non-consumed for whatever reason, the totality of the stay will remain acquired to the owner

If cancellation is due to a major case of strength (death of one of the stay participant or its mother/father or one of its kids or unexpected external event), the stay can be postponed on production of any official document.

If the renter does not arrive before 7 pm the day of the beginning of the stay, the present contract is cancelled and the owner can rent his accommodation to another renter (announced late arrival apart).

11.2. For any cancellation before the beginning of the stay because of bad weather conditions : cancellation is notified to the renter by registered letter or email sent to the renter with acknowledgement of receipt. The owner will propose postponement of an equivalent stay within the next 12 months.

11.3. For any cancellation at arrival or during the stay because of bad weather, a replacement accommodation if available in the domain will be proposed to the renter and a 50% discount on a future stay will be proposed. If no accommodation is available on the domain, the owner will propose postponement of an equivalent stay within the next 12 months.

11.4. Stay change: More than 31 days before the stay, the change request has to be done to owner that can accept or not, depending on availability. In the last 30 days before the stay, no change request is possible and the booking is cancelled and lost.

11.5. Gift card cancellation: please see below § 12

## 12. Gift Card La Batelière sur Loire

12.1. The rental agreement is concluded for the benefit of the recipient declared by the owner. **Any transfer of the rental, any total or partial subletting, any provision - even free, are strictly forbidden.** The owner will have to communicate the recipient's contact information when he buys the gift card.

12.2. The gift cards are sent to the owner (or to the recipient) by mail or by letter as soon as the total payment with options is received.

12.3. In order to better organized our bookings, we kindly ask to recipient to contact us as soon as possible after he received the gift card (within the next month) in order to book his stay. Important : During French School holidays and extended week-ends (please ask us), we only accept the 2 nights stays.

12.4. gift cards are usually valid for 2 years (or for date noticed on the gift card) ; the stay have to begin before the validity end date.



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12.5. Cancelling/change conditions for the gift cards la Batelière sur Loire :

Gift cards cannot be reimbursed after the purchase.

Reimbursement is also not possible in the following cases :

- the recipient doesn't use his gift card before the validity end date
- the recipient stop its stay before its end
- the recipient doesn't come at the dates booked
- the recipient change the options chosen by the buyer

Concerning cancellation for bad weather conditions reasons, please see on § 11.2 and 11.3.

For any stay change, please see §11.4.

If the requested hut is not available during the requested period, the owner can propose another hut booking without any owner compensation (if accepted by recipient).

**Payment of the gift card means this general sales conditions agreement.**

**13. Check/gift card CabanesdeFrance.com:**

13.1. For any booking with a cabanesdefrance.com check payment, the renter should send the check for booking confirmation.

Only 50% of the stay amount will be considered as advanced payment

13.2. For cancellation, please see §11 (we will deduce the cabanesdefrance.com commission of 19%).

13.3. if the Cabanesdefrance.com check amount is < to the stay amount, the balanced payment is asked one month before the stay. In case of a check amount > to the stay amount, no reimbursement can be asked.

**Payment of the cabanesdefrance.com gift card means this general sales conditions agreement**

**14. 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 can be asked upon signing the rental lease or at least a statement on word honor for stay > 4 days.

**15. Termination by rights:** in case of breach by the renter 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.

**16. 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.