



## TERMS OF SALES ACCOMMODATION RENTAL

### **1. The parties to the contract**

“The Customer” means any person who books or purchases a stay. Only adults can reserve or purchase a stay.

“The Seller” or “the service provider” means the SARL du Mas Saint-Germain, offering for sale rentals located at Mas Saint-Germain, Villeneuve, 13200 Arles.

### **2. Purpose of the contract**

The purpose of this contract is to ensure the reservation of a stay in accommodation at Mas Saint-Germain, in a lodging or in a guest room.

### **3. Booking process**

The Customer is invited to communicate his reservation request by email to the email address [monique@massaintgermain.com](mailto:monique@massaintgermain.com). Once the date and accommodation have been agreed between the parties, the Client receives his contract by email, which he returns signed, preferably by email to the same address, or by post. He declares to have read and accepted the reservation conditions, as well as these General Conditions of Sale by checking the two boxes on page 1 of the contract, and is irrevocably bound. Its acceptance cannot subsequently be called into question.

The signed contract received by the seller, as well as receipt of the deposit before the date indicated in the contract, will constitute confirmation of the order. This confirmation will trace the essential characteristics of the reservation: name of the lodging, number of people, price, dates and duration. The content of this reservation confirmation is archived by the Seller. It is considered proof of the Customer's consent to the reservation contract and its date.

### **4. Accommodation capacity**

The contract is established for a specific capacity of people. If the number of vacationers exceeds the reception capacity, the service provider may refuse additional Customers. In this case, any modification or termination of the contract will be considered at the initiative of the Customer. The service provider can also, within its capacity, organize itself to accommodate additional people. In this case, the service provider will communicate the corresponding price increase, either during the stay or at the end of the stay if it has not been notified in advance and notes that the number of guests is higher, even temporarily, to the number stipulated in the contract. The customer is then required to pay the corresponding additional cost at the end of the stay.

## **5. Pets**

The Client cannot stay in the company of a pet. In the event of non-compliance with this clause by the Customer, the Seller may refuse the stay. In this case, no refund will be made.

## **6. Terms and means of payment**

The deposit indicated on the contract must be paid by bank transfer to the RIB stipulated in the contract.

## **7. Dates of collection of the amount of the stay**

The deposit, corresponding to 30% of the rent amount, must be paid when signing the contract. The balance is due 30 days before the start of the stay: on this deadline, the Customer will be invited by email to pay this amount. For reservations made less than 30 days before the start of the stay, the full price of the stay will be required when concluding the contract.

## **8. Price**

The prices are indicated in the contract in accordance with the description of the website and correspond to the overall cost of renting the lodging or room for the duration appearing in the contract.

## **9. Payment of charges**

The tourist tax is included in the rental price. This is a local tax that the service provider has to pay to the Public Treasury.

At the end of the stay, the Customer must pay on site, to the Seller, any activities carried out on site (horse activities in particular) as well as any consumption of foodstuffs available on site for sale. Payment is made by cash, as the establishment is not equipped for payments by credit card.

## **10. Arrival and departure**

The rental dates stipulated in the contract are from the first day at 4 pm to the last day at 10 am for lodgings and 11 am for rooms.

In the event of late or delayed arrival or last minute impediment, the Customer must notify the Seller, whose telephone number appears in the contract.

## **11. No withdrawal**

The tenant does not benefit from the withdrawal period, in accordance with article L221-28-12 of the Consumer Code relating in particular to the provision of accommodation services provided on a date or at a specific frequency.

## **12. Cancellation by the customer**

Any cancellation must be notified by email. Refund is made as follows:

- Cancellation up to and including the 21st day before the start of the stay: the amount of the deposit corresponding to 25% of the rent amount will be retained and the balance will be refunded.
- Cancellation between the 20th and 8th day inclusive before the start of the stay: 50% of the rent amount will be retained.
- Cancellation up to and including the 7th day before the start of the stay: no refund will be made.

### **13. Interruption of stay**

In the event of interruption of the stay by the Customer, no refund will be made unless the reason for interruption corresponds to a case of force majeure (death of a loved one, natural disaster at the place of main residence, measures of health crisis...).

### **14. Cancellation by the Seller**

The Seller cannot cancel the stay except in the event of force majeure (natural disaster on the premises, health crisis measures prohibiting reception of the public, etc.). In such a case, if before the start of the stay, the Seller cancels this stay, he must inform the Customer by email. The Customer will be refunded immediately and without penalty for all amounts paid.

### **15. Modification of a substantial element**

If before the scheduled start date of the stay, the Seller finds himself forced to make a modification to one of the essential elements of the contract, the Customer may, after having been informed by the Seller by email:

- Either terminate the contract and be immediately refunded of the sums paid without penalty
- Either accept the modification proposed by the Seller: an amendment to the contract specifying the modifications is then signed by the parties. Any reduction in price is deducted from any sums remaining due by the Client and if the payment already made by the latter exceeds the price of the modified service, the over payment will be returned to the Client before the start of the stay.

### **16. Preventing of the seller from providing the services provided for in the contract during the stay**

If during the stay, the Seller can't provide the services provided for in the contract, the Seller may offer the Customer a replacement stay, possibly paying any additional cost. If the stay accepted by the Customer is of inferior quality, the Seller will refund him the price difference before the end of his stay. If the Seller cannot offer a replacement stay or if it is refused by the Customer, the Seller will pay the Customer a sum corresponding to the amount of the rent calculated in proportion to the number of days remaining until the initial end of the stay as well as the same amount in compensation for the damage.

### **17. Customer Responsibility**

It is the Customer's responsibility to verify that the information provided when booking, or at any other time, is accurate and complete. The contact details provided must allow the Customer to receive confirmation of the reservation and any other information sent by the Seller.

### **18. Responsibility of the seller**

The Seller is responsible to the Customer for the execution of the obligations arising from these conditions of sale. The Seller cannot be held responsible for fortuitous events, force majeure or the actions of any person unrelated to the organization and progress of the stay.

## **19. Insurance**

The Customer is responsible for all damages arising from his cause. It is required to be insured by a resort type insurance contract for these different risks.

## **20. Proof**

It is expressly agreed that, unless there is an obvious error made by the Seller, the data stored in the Seller's information system has probative force regarding orders placed. Data on computer or electronic media kept by the Seller constitutes evidence. If they are produced as means of proof by the Seller in any contentious or other procedure, they will be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force as any document which would be established, received or kept in writing.

## **21. Complaints and dispute resolution**

Any complaint must be sent to the Seller by email as soon as possible.

The Seller reserves the right to cancel or refuse any reservation from a Customer with whom there is a dispute relating to the payment of a previous debt.

## **22. Use of the French language and primacy of French**

In accordance with law 94-664 of August 4, 1994, the offers presented on the website intended for French and French-speaking customers are written in French. A foreign language translation of the site is available. The parties agree that the French language version takes precedence over all translations written in another language.

## **23. Territoriality of applicable legislation and jurisdictional powers**

The parties agree that this contract is governed by french law, including with regard to the definition of jurisdictional powers.

## **24. Protection of personal data**

The personal data provided by the Customer when reserving a stay is used to formalize the reservation. This data is confidential and protected. The Seller undertakes to ensure the security and confidentiality of this personal data. The Seller undertakes not to sell or transfer this data to third parties. The Customer retains control of his personal data. He can access them by simple request, update them, delete them or request that they be returned to him, in compliance with European GDPR legislation.