

General terms and conditions of sale 2024

MAEVA Respire - Le Moulin de Surier

GENERAL CONDITIONS OF RENTAL and SERVICES

Tel: 05 53 24 91 98 www.lemoulindesurier.com

1 -BOOKING AND PAYMENT

A deposit of 30% of the rental price must be paid at the time of booking.

The balance of the rental amount is payable 30 days before the date of arrival. The following methods of payment are accepted: cheque, holiday voucher, bank card, bank transfer & cash.

Full payment will be required by credit card or bank transfer for all bookings made less than 30 days before the date of stay. Tourist tax must be paid on the day of arrival. We do not take booking options.

2 IN THE EVENT OF CANCELLATION

If the owner has to cancel its accommodation rental services, any tenant who has received confirmation of their stay will be informed either by e-mail or by post and will then receive a full refund up to the amount they have paid.

- Cancellation by the owner; the sums paid will be reimbursed, except in cases of force majeure.

- If the customer cancels, he/she must notify the campsite in writing (recorded delivery letter, email with acknowledgement of receipt). Failing this, the customer will be liable for payment of the sums due under the contract.

Cancellation scale :

- **More than 120 days** before the planned date of arrival: the deposit is returned, but the booking fee is retained.

- Between **30 days and 120 days** before the planned date of arrival: the booking fee will be retained, as well as an amount equal to 30% of the total cost of the stay.

- **Less than 30 days** before the planned date of arrival, or in the event of failure to arrive at the campsite on the planned date of arrival: an amount equal to the total cost of the stay is payable. To obtain any compensation, we advise you to take out cancellation or interruption of stay insurance when you make your booking. This will enable you to obtain partial or total reimbursement of your stay, according to the conditions set out in the insurance contract.

To find **out** more **about the features of the Campezcouvert insurance policy**, visit our website (downloads page).

or go directly to the link on our online booking site.

3- ARRIVAL/DEPARTURE

In the event of late arrival or early departure in relation to the dates initially planned, the full amount of the stay will be retained by the Moulin de Surier. The tenant may not claim any reimbursement from the owner for the part of the stay not completed.

The tenant must give advance notice of any delay in his arrival, in order to

retain its rights to the lease.

If 24 hours after the planned date of arrival the owner has no news from the tenant, the owner reserves the right to freely dispose of the accommodation if necessary.

In this case, no refund will be made and the full rental amount will be due. Arrival times are on Saturday or Sunday afternoons from 4pm to 7.30pm.

For more information, please contact us. A supplement of €15 per hour will be charged for arrivals after 7.30pm.

Departure times are scheduled for Saturday or Sunday morning before 10am.

The stay cannot be extended without the agreement of the owner. If the extension is granted, it must be paid in full immediately for the amount corresponding to this extension.

Out of season, please contact us if you wish to arrive on a day other than Saturday.

4 - OCCUPATION OF THE PREMISES

The tenant is obliged to occupy the premises personally, to live in them "as a good father of the family" and to maintain them.

The rental is reserved for the number of people indicated (cottage du LAC 2/3 people, chalet RIVIERE 4 people, mobil home DORDOGNE 5 people, mobil home PERIGORD 6 people, Lodge du LAC 5 people, cabane Perchée BEAUMONT 4 or 6 people, tente Safari BASTIDE 5 people).

No additional persons are permitted in the accommodation.

The inventory will have been carried out by us before your arrival. If you wish to have an additional utensil or if you notice that some equipment is missing with regard to the number of people in your accommodation, we invite you to come to reception within 24 hours. All facilities are in working order and checked before your arrival.

However, it may happen that a technical incident escapes our vigilance. Any complaints concerning these must be made 24 hours after your arrival. After this time, any damage found on the day of the departure inspection will be charged.

5 - DAMAGES

The equipment and facilities of the Moulin de Surier must be used in accordance with their normal purpose. Any damage to the premises, loss or destruction of the furnishings in the accommodation or in the communal access buildings shall automatically render the person responsible liable. The hirer of rental accommodation is personally responsible for all damage, loss or deterioration caused both to the accommodation and to all the facilities of the Moulin de Surier and to others, whether such damage is committed by persons staying with him/her.

This also applies to all equipment loaned or hired during the stay (bicycles, rackets, balls, paddles, oars, balls, nets, removable or fixed equipment, etc.). The hirer must have Civil Liability insurance (the deposit does not constitute a limit of liability).

Similarly, the tenant must refrain absolutely from throwing into the sink, washbasin or WC drains any object likely to obstruct the pipes. Failure to do so will result in

will be liable for any costs incurred in restoring the property and for any operating losses that may result directly or indirectly from this. In view of the summer rental period, the Management cannot be held responsible for any delays in repairs or for any difficulties in finding a professional.

It should be noted that the use or distribution of narcotics will result in immediate exclusion from the premises without it being possible to obtain compensation for early departure. The Moulin de Surier reserves the right to take legal action following this observation and the resulting decisions.

It is forbidden to light fires on the estate, the use of personal barbecues is prohibited and cooking with cooking oil is forbidden in the chalets.

Please do not cross the areas marked as off-limits.

The use of portable air conditioners or heaters is not permitted, nor is the installation of additional electrical or sanitary equipment.

No structures such as tents, arbours, hammocks or shelters may be erected on the estate. It is strictly forbidden to attach them, even partially, to the structure of a dwelling.

6 - HOUSEHOLD

A procedure for cleaning at the end of your stay is provided in each accommodation (in the welcome booklet).

Accommodation must be swept, dishes washed and put away, coffee filters removed and rubbish bins emptied, respecting waste separation.

A cleaning fee of 20 or 30 euros (depending on the type of accommodation) is charged for all rentals. This fee covers a proportion of what we have to do in the accommodation (in terms of hygiene) each time we leave.

If the person in charge of maintenance finds that the accommodation has been returned in a condition requiring prolonged intervention by the cleaning teams, a charge of 55 euros (including tax) will be levied (any failure to comply with the no-smoking rule will immediately trigger this additional charge). The cost of cleaning dirty duvets, pillows or mattresses may be payable in addition to the normal cleaning of the accommodation. Compensation will be payable for any damage to curtains, wallpaper, ceilings, rugs, carpets, windows, bedding and, in general, any equipment provided in the accommodation.

7 - VISITORS

You are on a private estate. **Access to the Domaine is reserved for Residents.** Outside visitors are not **permitted**. The only tolerance lies in the inclusion of one or more visitors on your rental contract. This is on condition that the total number of the tenant and his/her visitor(s) does not exceed the nominal capacity of the rented accommodation.

In all cases, anyone found on the campsite who has not been identified by the campsite reception will be asked to leave immediately.

8 - INTERRUPTION OF THE STAY AT THE SOLE WISH OF THE TENANT

The total amount of the rental, as well as any additional services paid for at the start of the holiday and not used by the customer, will not be reimbursed for any reason whatsoever.

We invite you to consult our insurance offer in order to complete your booking if you wish to have cover in this respect (chapter on interruption of stay).

The Tenant may not object to a visit to the premises when requested to do so by the Owner or its representative.

9 - PETS

Pets of any size or nature **are not allowed on the estate.**

10 - GUARANTEE DEPOSIT (not a limit of liability) A guarantee deposit of €300 will be required on arrival.

The deposit must be paid on arrival, in cash, cheque or credit card. This will be returned/cancelled in full, without interest, within 30 days of your stay, if the inventory of fixtures and fittings carried out by the maintenance teams is satisfactory.

The cost of items loaned or hired during your stay and not returned on your departure or the cost of restoring your accommodation may be deducted from your deposit.

The deposit does not constitute a guarantee limit.

11 - LIABILITY

The Moulin de Surier shall not be held liable, beyond its legal responsibility, in the event of :

- Theft, loss or damage of any kind, during or following the stay,
- . Breakdown or decommissioning of technical equipment, breakdown or closure of site facilities,
- . Occasional measures taken by the Moulin de Surier to restrict access to certain facilities, including the swimming pool, waterslide, play areas, laundry and sports ground, in order to comply with safety standards or carry out regular maintenance work.

12 - RIGHT TO IMAGE

By staying at the Moulin de Surier, you tacitly accept that photographs of you or your family (including minor children) and your belongings may be distributed as part of the promotion of the campsite on printed or virtual documents (website). These photographs must not contain the surname, first name or address of the person appearing in the image. If you do not wish a photo of you or your family to be published, please let us know when you arrive.

13 - LITIGATION

The court with territorial jurisdiction is that of the place of hire. However, if the lessor is a professional, the lessee may bring the dispute before the court for the place where he lived when the contract was concluded.

Dear guests, all these details are necessary to avoid any misunderstanding and to ensure that your stay at the MOULIN DE SURIER runs smoothly.

By confirming their stay and paying their deposit, the tenant acknowledges that they have read the description of the accommodation rented and the general rental conditions above.

14 MEDIATOR

In accordance with the provisions of the Consumer Code concerning "the mediation process for consumer disputes", in the event of a dispute and after having referred the matter to the professional's customer service, any customer may refer the matter to a consumer mediator, within a maximum period of one year from the date of the written complaint, by registered letter, to this professional.

The contact details of the mediator who may be contacted by the customer are as follows:

BAYONNE MEDIATION

32 rue du Hameau

64200 BIARRITZ

www.bayonne-mediation.com

Surier GTC v3.2 April 2024