

# HOLIDAY RENTAL DIRECT BOOKING

Domaine de Monteils

## TERMS & CONDITIONS

The document is supplied to inform our guests about the terms and conditions of booking and cancellation, as well as their responsibilities.

### **Article 1: Length of stay:**

The rental is agreed for a determined period. Guests may under no circumstance stay in the property after the end of the stay.

### **Article 2: Booking procedure:**

- In case of a booking made with the online reservation system on our website, the booking is final immediately after your online validation, regardless of the payment method chosen for the 50% deposit payment.

- In case of a booking by phone, email or via the contact form on our site, a temporary booking option will be held for a limited period of time indicated on the booking form, pending receipt of the completed form and deposit payment. Reservations will be considered firm when the owners have received the booking form and deposit payment and has sent out the confirmation notice to the client.

### **Article 3: Settlement of balance:**

The rental balance must be paid at least upon arrival at the property. Cash and Visa/Mastercard accepted. It can also be paid by bank transfer in which case 8 days before arrival at the latest.

### **Article 4 : Tourist Tax (Taxe de séjour):**

The tourist tax is included in the price of the stay in case of a direct booking. It will therefore not be requested on site.

**Article 5: Guests:** The accommodation provided is for the sole use of the persons named on the booking and nobody else, except through the written permission of the owners.

Any violation to this article will result in the immediate cancellation of the rental and the full payment of the rental will definitively remain with the owner.

**Article 6: Check-in and Check-out:** Guests should arrive on the day and in the period of time mentioned in the booking contract or booking confirmation. In case of late or delayed arrival, guests must advise the owner. The check out should be made before the time mentioned on the booking contract or confirmation.

**Article 7: Capacity:** This rental is for a maximum capacity of 2 people. If the number of guests exceeds the capacity of the accommodation, the owner has the right to refuse entry to the additional people. Any modification or cancellation of the contract resulting from it would be considered to be the responsibility of the guest.

**Article 8: Pets:** This contract specifies that pets are not allowed, and we are sorry for the pet owners. Should the guests not respect this clause, the owner can refuse entry. In this case, no refund will be made.

**Article 9: Smoking:** All suites, loft and cottages are non smoking. However smoking is permitted everywhere outside: on your private terrace, in the garden or at the swimming pool. We thank you for being considerate of others.

**Article 10: Use of the property:** Guests must ensure the peaceful nature of the rental. The owner would shorten the guests stay if in his opinion the guest's behavior is likely to cause any trouble to others or any damage to the accommodation. In the event that we are obliged to shorten your stay for non-compliance with this clause, no refund or financial compensation will be made.

The use of the pool is exclusive for four guests, we thank you not to propose its use to your possible occasional visitors. Hot tubs are also limited to the exclusive use of our guests.

**Article 11: Change of dates by the guest, if the option "Free cancellation" has not been subscribed:**

Your booking makes the accommodation unavailable for other guests, so any change of dates or change of accommodation is equivalent to a cancellation.

A 48 hours period after the booking is granted to modify your booking free of charge.

After this 48h period the booking is no longer changeable, our cancellation policies apply to any change of dates or change of accommodation.

**Article 12: Cancellation by the guest, if the option "Free cancellation" has not been subscribed:**

Any cancellation must be notified to the owner by e-mail to [domaine.monteils@yahoo.fr](mailto:domaine.monteils@yahoo.fr) and the receipt of the e-mail confirmed by the owner.

◆ Cancellation up to 60 days prior to the arrival date: The price of the stay is 50% refundable. Where applicable, if more than half of the price of the stay has been paid, the refund is by bank transfer or a voucher for a stay at the Domaine de Monteils with unlimited validity.

◆ If the cancellation occurs less than 60 days before the arrival date, the total amount of the stay remains due.

◆ Withdrawal period: A period of 48 hours after the booking is in all cases granted to withdraw free of charge even less than 60 days before arrival.

◆ If the renter does not appear within the 24 hours following the date of arrival indicated on the contract the owner has complete disposal of the accommodation. The total amount of the stay remains due.

◆ Force Majeure cases: The guest expressly renounces to ask for any refund or compensation in case of Force Majeure. The above cancellation conditions apply. We recommend our guests to take out a cancellation insurance that covers the main risks of force majeure and to which guests will ask for any reimbursement if applicable.

◆ Covid 19: The cancellation is free of charge up to 3 days before arrival in case of travel ban or travel restriction applied to all travelers by the French government or by the government of the country of origin on the dates of the stay, or in the case of a quarantine period applied to all travelers on arrival or return. In these specific cases, the total paid amount is converted into a credit note that can be used for a stay at the Domaine de Monteils with no validity time limit.

These Covid-19 specific conditions do not apply to the requirement to have a negative PCR test or vaccination certificate to travel; nor in the event of a high incidence rate that does not result in a travel restriction; nor in case of illness, individual isolation or any other individual case.

We strongly recommend our guests to take out cancellation insurance that covers the risk of illness.

**Article 13: The "Free cancellation" option: (+ 4,5% of the rental price)**

This option can only be purchased at the time of booking, it is non-refundable and it cannot be cancelled after validation of the booking contract.

In case of booking cancellation: Any cancellation must be notified to the owner by e-mail and the receipt of the e-mail confirmed by the owner.

→ Any cancellation or modification of the stay is free up to 24 hours before the arrival, whatever the reason. The total amount paid (excluding option cost) will be fully refunded or will become a voucher for a stay at the Domaine de Monteils with unlimited validity.

In case of «No Show», that is to say if the cancellation has not been notified at the latest 24 hours before arrival, our standard cancellation policy applies even if the "free cancellation" option has been purchased.

**Article 14: Cancellation insurance:**

If the renter has taken out cancellation insurance with an insurance company, or if he already has cancellation coverage, the amount due still must be paid to the owners and the guest shall ask the refund for any financial loss to his insurance.

**Article 15: Cancellation by the owner:**

The owner refunds the total amount of money paid over to him in any cases.

If the cancellation by the Domaine de Monteils occurs later than 7 days after the booking confirmation and less than 30 days before the arrival day, as an additional indemnity we also offer a non-refundable credit note equal to the amount of the rental, limited to the price of the first week of rental if the stay should exceed 1 week. This extra indemnity won't apply in case of force majeure independent of the owner's liability.

**Article 16: Interruption of stay:**

If the stay is shortened, the total cost of the rental remains due and there will be no refund for any unused portion of the rental. The owner has complete disposal of the accommodation after departure of the renter.

**Article 17: State of housing:** The renter undertakes he will keep the accommodation in a perfect state, and he will spontaneously declare and assume the cost of any damage he could be responsible for.

An inventory is at the disposal of the renter on request. This inventory constitutes the only reference in case of dispute regarding the condition of the property.

Should you find that any of the amenities are damaged or broken, or if you have any other cause for concern, please bring it to our attention immediately so that we can resolve the problem.

Cleaning of the property is the responsibility of the renter during the period of the rental and before his departure. The optional «end of stay cleaning option» if it was purchased at the time of booking or during the stay relieves the guest to do the cleaning before his departure.

**Article 18: Loss or damage refundable deposit:**

Upon arrival, a loss or damage deposit is required. It can be either a security deposit of 500 € (uncashed), or a credit card pre-authorization of 500 € (not debited).

If the booking was made on the Domaine de Monteils online reservation system, the €500 bank pre-authorization is activated automatically on the day of arrival.

After the final inspection of the property is concluded satisfactorily, the deposit is returned, if necessary after the renter has paid the owner sufficient compensation to restore the accommodation to its previously agreed state.

If there was a credit card pre-authorization made upon arrival or activated automatically, it is automatically cancelled 24 hours after the departure or after the payment by the guest of the cost of restoration of the accommodation if any damage was found.

**Article 19: Damage insurance:** The guest is liable for any damage he may cause. He certifies to be covered by a third-party liability insurance adapted to the vacation rental for all risks.

**Article 20: Limitation of Liability:**

- External providers: The owner is not responsible for the eventual breakdown of the supply of water, electricity, satellite TV system, internet network, GSM signal for mobile phones, nor swimming pool filtration system, though we will use our best endeavor to arrange for any such problems to be solved quickly.

- All baggage and personal possessions including motor vehicles remain at all times and in all circumstances the owner's risk.

It is also the renter's responsibility to lock-up his Suite when he goes out, even for a short period of time.

Our guest's personal belongings, even if they are placed inside a safe deposit box possibly made available in the accommodation, are not insured by the Domaine de Monteils.

Personal items forgotten in the accommodation at the end of the stay can be sent back, on demand and at the renter's cost.

**Article 21: Legislation:** In case of dispute between the owner and the renter, the renter agrees that the French jurisdiction applies and that only the courts situated on the French territory are competent.