Contract of Reservation in the Holiday cottage "The baker's oven" (Le Four à Pain)

General conditions

Article 1: this contract is intended for the exclusive use of the reservation of stays in the said holiday cottage N°801 "The baker's oven" (le Four à Pain) approved by the competent territorial departmental antenna in the name of the National federation of the Holiday cottages of France (Fédération Nationale des Gîtes de France).

The best welcome will be reserved for the customers. The owner makes a commitment to assure the welcome of the vacationers with all the desirable attentions allowing facilitating their stay and the knowledge of the region.

Article 2 - duration of the stay: the signatory customer of the present contract concluded for definite duration cannot take advantage in any way of any right for the preservation in places at the end of the stay.

Article 3 - conclusion of the contract: the reservation becomes effective since the customer will have sent to the owner a deposit of 25% of the total amount of the price of the stay and a copy of the contract signed before the end of validity. The second copy is to be kept by the customer. The prices include any charges except tourist tax.

The contract concluded between the parties in the present act can benefit on no account even partially in third parties, persons or institutions except agreement written by the owner.

Any breach of this last paragraph may entail the immediate termination of the stay in disadvantage of the customer, the price of the stay staying definitively acquired to the owner.

Article 4 - cancellation by the customer: any cancellation must be notified by letter or e-mail sent to the owner.

A) Cancellation before the beginning of the stay:
The deposit remains acquired to the owner except if we have been able to rent the cottage to another customer for the same date of the stay. If the cancellation intervenes less than 30 days before the beginning of the stay the owner reserves the right to demand the balance of the price of the stay.

B) If the customer does not show himself within 24 hours after day planned by the beginning of stay, the present contract becomes no and the owner can arrange places. The deposit remains then acquired to the owner who reserves the right to demand the balance of the price of the accommodation.

C) In case of shortened stay, the price corresponding to the cost of the accommodation remains entirely acquired to the owner. It will be proceeded to no refund.

Article 5 - cancellation by the owner: when before the beginning of the stay, the owner cancels this stay; he has to inform the customer by registered letter with acknowledgement of receipt. The customer, without prejudging appeals in repair of the damage, possibly undergone, will be immediately paid off paid sums. He will receive compensation at least equal to the penalty which he would have supported if the cancellation had intervened in its fact at this date. The owner reserves the right to end the stay of a way anticipated for serious motive:

Damages, non compliance with the structure, the inappropriate behavior or in non-compliance in the nature of places and in the internal rules. In this case, the totality of the stay remains due without this payment excludes possible legal actions.

Article 6 - Current situation (Inventory of fixtures): an inventory is established in common and signed by the customer and the owner on arrival and from the holiday cottage. This inventory constitutes the only reference in case of dispute concerning the current situation.

The state of cleanliness of the holiday cottage upon the arrival of the customer must be noticed in the current situation. The cleaning of premises will be made by the customer during its stay and the holiday cottage must be returned in the same state of cleanliness as on arrival. In case of insufficient household the customer will have to settle expenses inherent to the household such as he is defined in the internal rules.

Article 7 - payment of the balance: the balance indicated in the present contract is to be settled at the latest at the beginning of the stay, during the delivery of keys.

Article 8 - tourist tax: the possible tourist tax is a local tax which the customer has to acquit with the owner who puts back it then in the Treasury.

Article 9 - Dépôt de garantie: At the arrival of the customer a deposit, the amount of which is indicated in the contract, is asked by the owner. After the contradictory establishment of the current situation (inventory of fixtures) of release this deposit is restored, deduction made by the cost of restoration of places if damages were noticed.

In case of anticipated departure preventing the establishment of the current situation the deposit will be sent back to the customer within one week maximum.

Article 10 - use of places: the customer will have to respect the peaceful character of places and make use of it in compliance with their destination. He makes a commitment to return the holiday cottage in the state in which he found it.

Article 11 - Capacity: the present contract is established for a number of persons. If the number of customers exceeds this number, the owner is capable of refusing the additional persons. Any modification or breach of the contract will be considered on the initiative of the customer.

Article 12 - animals: the present contract specifies the conditions of stay together with a pet. In case of non compliance with these conditions by the customer, the owner can refuse animals.

This refusal can be considered on no account as a modification or a breach of contract on the initiative of the owner, so that in case of departure of the customer, no refund can be envisaged.

Article 13 - Insurances: the customer is responsible for all the damage arising of his fact and has to make sure of the validity of his insurance contract for the possible risks during the stay.

Article 14 - Payment of loads (responsibilities): at the end of stay the customer will have to settle loads not included in the price of the stay such as they are defined on the present contract and documentary evidence will be handed by the owner. A statement of the electricity meter will be made on arrival and at first and notified on the current situation.

Article 15 - disputes: any complaint relative to the current situation must be made in three days which follow the arrival in places. Any other complaint relative to a stay must be sent by letter, as soon as possible in the departmental antenna of Gîtes de France to emit a proposal in favor of a mutual agreement.

In case of persistent disagreement, the disputes can be submitted to the service Quality of the National Federation of the Holiday cottages of France which will try hard to find a mutual agreement. These measures do not prejudice possible legal actions instituted by the customer or the owner.