



GENERAL TERMS AND CONDITIONS OF SALE

Art. 1 - NATURE OF THE CONTRACT

These General Terms and Conditions of Sale govern the relationship between the Hirer, Mas du Soleil (or the Vendor), represented by Fabrice Kohler, and the Hirer (or the Customer) for offers to rent seasonal accommodation.

Rentals are subject to the status of furnished tourist accommodation and comply with the regulations in force.

The general terms and conditions of sale apply to all bookings made on the www.mas-du-soleil.com website, or any other platform, as well as to all bookings made by post, telephone or mail. The customer acknowledges having read and accepted these general terms and conditions of sale and the terms and conditions of sale of the reserved rate available on the aforementioned website.

The services sold are reserved for private individuals. The customer signing the contract must be of legal age and authorised to sign contracts for which he/she is responsible. They will be financially responsible for all use of the www.mas-du-soleil.com website. Groups and professionals must contact the Seller directly.

Under no circumstances may the rental agreed between the parties benefit third parties, even partially, without the Vendor's written agreement.

Art. 2 – DURATION

The rental contract is concluded for the chosen duration for a minimum number of nights specified on the site and a maximum duration of 90 consecutive days for the same person. The arrival and departure dates will be indicated on the booking confirmation.

Under no circumstances will the Customer be able to claim any right to remain on the premises once the period specified on the booking has expired.

Art. 3 - BOOKING / PAYMENT PROCESS

The customer will find a description of the accommodation offered for rental on www.mas-du-soleil.com website.

They may use the contact form to obtain any necessary and/or additional information in order to make a fully informed reservation.

They check availability on the dates they want in the accommodation calendar they have chosen.

Once the final choice of services to be booked has been made, the booking procedure is as follows:

1. Choose the day of arrival and departure,
2. Indicate the number of people (adults and children),
3. Consult the description and click on the link Read our policy under Conditions,
4. Consult the General Terms and Conditions of Sale at the bottom of the page,
5. Confirm the booking, then complete the information requested, including the renter's name, contact details and email address,
6. Reservation confirmation email sent by the Hirer including the accommodation chosen, the services, the dates, the number of adults and children occupying the accommodation, the arrival and departure times, the price and terms of payment, the amount of the deposit, the estimated tourist tax and a copy of these General Terms and Conditions of Sale (GTCS),
7. Payment of the deposit of 30% of the accommodation price by bank transfer, to be received within 10 days of dispatch of the booking confirmation. The Hirer reserves the right to make the accommodation available again in the event of non-receipt of the deposit within the period indicated,
8. Receipt of the deposit definitively confirms the reservation and will be acknowledged by an email sent to the customer,
9. Payment of the balance of the rental including services and taxes must be received no later than 30 days before the start of the holiday. The invoice will then be sent to the Customer,
10. Return of the security deposit on the day of the tenant's arrival (see below).
11. In application of current regulations, Customers of foreign nationality are asked to complete an individual police form on arrival.



The Customer attests to the truthfulness and accuracy of the information provided.

Steps 1 to 5 constitute the specific online booking process. The reservation is deemed to have been accepted by the customer at the end of this process. If you do not use the booking site, these stages are carried out by post or email.

The conditions for cancelling a holiday are described below.

Art. 4 - RATES and CHARGES

The prices of the accommodation offered for rent and the minimum length of stay are indicated on the www.mas-du-soleil.com website.

The prices of stays are fixed per accommodation, for the maximum capacity specified in the description.

Stays are invoiced on the basis of the rates in force at the time of booking.

Additional charges are invoiced by the Vendor and are indicated in the booking confirmation:

- **Cleaning costs:** a fixed amount applies depending on the type of accommodation for a stay of up to 7 nights. For a stay of more than 7 days, the fixed amount applies in addition per 1 additional week started:
The amount indicated on the website under 'Accommodation'/'Booking Policy'
- **Tourist tax:** the Vendor collects the Tournisme tax applicable to the Communauté d'Agglomération du Gard Rhodanien. The details of this tax and the persons liable for it are set out on the www.gardrhodanien.taxesejour.fr website. The estimated amount is indicated on the booking confirmation sent to the Customer, and is payable when the balance of the booking is paid.

The Gard Rhodanien urban area has introduced an incentive tax to encourage sorting and limit the collection of household waste. If the weekly quota of one household waste bin per accommodation is exceeded, a fixed charge of 15 Euros may be invoiced by the Hirer.

Prices include all taxes and are expressed in Euros. All rental requests, whatever their geographical origin, are payable in Euros.

Discounts: offers may not be combined unless otherwise specified.

The Seller reserves the right to modify its prices at any time.

Art. 5 - GUARANTEE DEPOSIT AND ASSESSMENT OF PROPERTY

A security deposit must be paid to the Vendor at the start of the Tourist Service by the Customer. It is intended to cover the financial consequences of any damage, beyond normal wear and tear or soiling, to the objects and installations made available, which may be caused by the Hirer's responsibility during his stay.

Cleaning of the premises is the responsibility of the Customer throughout the rental period and until departure, and is invoiced at the fixed rate described in Art. 4. Any soiling that exceeds the normal standard may be invoiced by an external service provider.

A joint inventory of fixtures will be drawn up on arrival and departure to check the condition of the premises and rental items. On departure, the deposit will be returned to the Customer, less the cost of any repairs, if any damage attributable to the Customer is found.

If an early departure or if the conditions of deterioration do not make it possible to establish the immediate cost of repairs, restoration of the premises or replacement of an object, the amount withheld from the security deposit will be justified by means of an invoice or any other document.

The security deposit (or the balance of the deposit in the event of damage) will then be returned to the Customer by bank transfer within a period not exceeding one month.



If the deposit is insufficient, the Hirer undertakes to pay the difference, on the basis of supporting documents provided by the Vendor.

The amount indicated on the website under 'Accommodation'/'Booking Policy'

Art. 6 - MODIFICATION AND CANCELLATION BY THE CUSTOMER

Modification:

In the event of any request to modify a rental holiday booked on a firm and definitive basis, whether in terms of calendar dates or duration, the Vendor will endeavour to meet the request as far as possible. If no solution is possible for the same period of the annual season, the Customer may request the cancellation of their reservation in accordance with the conditions below.

Cancellation :

Any request by the Customer to cancel a rental holiday booked on a firm and definitive basis must be notified to the Vendor in writing by registered letter with acknowledgement of receipt.

- Cancellation more than 30 days before the planned arrival date: the Vendor retains the deposit,
- Cancellation less than 30 days before the start of the holiday: the deposit and balance are retained.

If the Tenant does not show up within 24 hours of the arrival date stated on the booking confirmation, the contract is considered to have been terminated and the Vendor may dispose of the accommodation. The deposit and balance remain the property of the Vendor, and no refund will be made.

Interruption of the stay :

In the event of interruption by the Customer before the agreed date, the rental price invoiced remains the property of the Vendor. The security deposit may be returned in accordance with the terms of Article 5.

The Seller does not include holiday cancellation or interruption insurance in its prices. It strongly recommends that you take out insurance to cover these risks. Examples : <https://www.europ-assistance.fr/fr/assurance-voyage/assurance-villegiature>

Art. 7 - CANCELLATION BY THE SELLER

If the Vendor is prevented from providing the service due to exceptional and unavoidable circumstances, the Customer is entitled to a full refund of any payments made, but not to additional compensation for any loss suffered.

Art. 8 - CAPACITY

The number of occupants may not exceed the capacity indicated in the description of the accommodation on the booking website (number of sleeps).

However, if a derogation is granted in advance by the Hirer, a supplement may be invoiced to the Customer, and will be specified on the booking confirmation.

Art. 9 - USE OF THE PREMISES

The Hirer resides in the premises mainly for holidays (maximum duration of 90 consecutive days for the same person) and may not take up residence there. The Tenant may not carry out any commercial or professional activity there on a regular or occasional basis, except with the prior written agreement of the Landlord.

The Tenant shall use the premises on a personal basis in accordance with the number of persons specified on the booking without being able to transfer its rights to third parties either free of charge or on a sub-let basis without the prior written agreement of the Hirer.

The Hirer shall use the hire in a peaceful manner and make good use of it, in accordance with the intended purpose of the premises.

Visitors may only be admitted with the prior agreement of the Hirer. The organisation of parties or events is not permitted.

Animals are not accepted.



Recycling bins are provided in each accommodation. Their contents must then be deposited in the appropriate containers on the property (packaging, bio-waste, glass and household waste).

The tenant undertakes to comply with the internal operating rules:

- Regular maintenance of the rented premises and returning them in a clean state at the end of the stay, including when the cleaning service package is invoiced,
- Use of communal areas, in particular the swimming pool, play areas, summer kitchen and barbecue, leaving them tidy, clean and tidy,
- Not to enter the private areas of the Hirer or other occupants,
- Accept the instructions for use, maintenance and safety of the swimming pool,
- Not to cause any nuisance to the neighbourhood,
- Not to make any alterations or changes to the layout of the furniture or the premises,
- Respect for waste sorting and management,
- Use of parking spaces,
- No smoking indoors,
- Applying safety rules:
 - Fire prevention. Non-exhaustive list: do not disconnect smoke detectors, no smoking indoors, apply forest fire prevention principles, use dustbins and ashtrays outdoors, no use of wood or charcoal barbecues, report fire outbreaks immediately,
 - Close doors and windows in case of rain,
 - Lock doors and windows when leaving the premises,
 - Close the gate when leaving the property,
 - Supervision of children, particularly increased vigilance in swimming pool areas.
- Any behaviour that is contrary to public decency or public order will result in the immediate termination of the rental contract to the detriment of the Tenant,
- The Hirer undertakes to report systematically any damage or loss that he/she has observed or for which he/she is responsible, and in the latter case to assume the financial consequences.

Any infringement of the use of the premises will result in the immediate cancellation of the rental at the Tenant's expense, with the amount of the rental remaining the property of the Vendor.

Art. 10 - LIABILITY

The Tenant is responsible for all damage caused by him/her.

The Hirer shall not be held liable for any damage to or theft of personal belongings either in the accommodation (including if a safe is provided) or in the outside areas.

The Hirer may not be held responsible for cases of force majeure or nuisance that disrupt, interrupt or prevent the stay.

Minors are placed under the sole and entire responsibility of their parents, particularly in the swimming pool areas.

Art. 11 - INSURANCE

The Tenant must hold holiday civil liability insurance covering him/her for the entire duration of the holiday.

He may check with his insurer whether his main home policy includes the holiday extension or take out this with an insurance company (e.g. <https://www.europ-assistance.fr/fr/assurance-voyage/assurance-villegiature>).

The Hirer may request a certificate of insurance or, failing this, a declaration on his honour.

Art. 12 - CLAIMS AND DISPUTES



Any complaint relating to the non-execution or poor execution of the Contract, to the state of the premises or to the state of the description of the place of stay must be sent in writing to the Vendor within 48 working hours of arrival at the premises. The parties will endeavour to reach an amicable agreement. The Vendor 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.

Art. 13 - INFORMATION ABOUT THE SELLER

Name: Fabrice Kohler

Sole proprietorship

Trading name: Mas du Soleil

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