# General terms and conditions of sale

# **Article 1: Application of the general terms and conditions of sale (GTC)**

These general terms and conditions of sale apply to the reservation made by the customer. They are available on the establishment's website. Their acceptance, in full and without reservation, is therefore necessary for the validation of the reservation. In the event of a reservation by telephone, these are sent by email, with the reservation confirmation, for validation by the customer.

#### **Article 2: Prices**

The prices indicated are expressed in Euros including tax. The applicable prices are those in effect on the day of the reservation. The prices are increased by the tourist tax. They can only be modified in the event of a legislative and/or regulatory change, such as a change in the VAT rate, the introduction of new taxes, etc.

# **Article 3: Organization of the reservation**

The rooms and studios reserved are made available from 4:30 p.m. on the day of arrival and must be vacated before 10:30 a.m. on the day of departure. Additional fees, in the order of €50 per hour, will be charged if this deadline is exceeded.

The reservation can be made on the establishment's website, by email, directly at the hostel or by telephone. Except in the case of a last-minute reservation, a written confirmation is always sent to the customer. These General Terms and Conditions are attached to this sending. In the event of a reservation by one of our partners, it is up to the latter to confirm the reservation. No confirmation will be sent from the establishment. For professional clients, a quote, established by the company Macky Management must have been accepted and signed by the client for the reservation.

For reservations to be valid, a caution of 600 Euro must be paid upon arrival by:

- Credit Card
- Bank check
- Cash

#### **Article 4: Cancellation**

The cancellation conditions are as follows:

No fees up to 14 days before the stay, otherwise the entire stay, excluding extras, is due.

Cancellation is considered to be: changes to the dates of the reservation, failure to pay the aforementioned caution, non-arrival of the client, whether notified or not, breach of the rules of the establishment.

No discount or reduction will be accepted in the event of non-arrival within the indicated time frame or early departure, at the initiative of the client, except for force majeure.

# **Article 5: Payment terms**

Stays must be paid for upon booking, on Domaine Macky website, by credit card, transfer, bank check or cash.

In accordance with article L 441-6 of the French Commercial Code, a penalty of 40 euros and late payment interest at the legal rate are applicable for any non-payment after the payment deadline has been exceeded. After formal notice, they run from the payment date and are calculated per month, with the month started counting as a full month.

# **Article 6: Transport**

The establishment does not provide transport for its customers. It cannot therefore be held responsible in the event of transport-related problems (delay, cancellation, etc.).

# **Article 7: Bad behavior and damage**

The customer accepts and agrees to use the property in accordance with House Rules (see appendix) and good manners. Also, any behavior contrary to these rules may lead to exclusion from the establishment, without compensation and/or reimbursement being due to them.

In the event of damage noted by the establishment upon the customer's departure and not reported by the latter when taking possession of the room or studio, the establishment reserves the right to first use the caution provided by customer to pay the costs related to the restoration and if costs are higher, to charge the customer with the exceeding amount. The establishment may not, under any circumstances, be held responsible for damage of any nature whatsoever.

# **Article 8: Housekeeping**

The fix cleaning fee of 175 Euro is applicable to each reservation.

No cleaning service will be provided during the stays, no matter how long they are, except requested by the customer which will be quoted based on the service required.

Customers are free to use the equipments (e.g washing machine, dryer, dishwasher, vacuum cleaner etc) and products that are left in the house to perform cleanings during their stays.

In the event of accommodation left in an indecent state by the client, the establishment reserves the right to apply a cleaning fee carried out by an external company.

### **Article 9: Additional person**

The customer agrees to declare to the establishment all persons traveling with him/her. In the event of an additional person, not planned and not having been the subject of a prior agreement on the part of the establishment, the latter reserves the right not to rent the accommodation, without refund of the deposit, or payment of any compensation. The stay, for its part, will remain fully due in accordance with article 4 "cancellation".

# **Article 7: Parking**

The establishment provides off road free parking for up to 9 cars among which 2 are in a covered garage.

# **Article 10: Insurance**

The customer certifies having taken out civil liability insurance to cover any damage that may be caused in the establishment during their stay.

The customer must ensure the safekeeping of the goods and materials brought by themselves. The establishment cannot be held responsible in the event of deterioration or theft of any property.

The customer and their insurers waive any recourse against the establishment, its staff or its insurers for any direct or indirect damage resulting from the total or partial destruction of any equipment.

# **Article 11: Animals**

Pets are NOT accepted by the establishment.

# **Article 12: Breakfast and half-board catering (dinner)**

A breakfast service is offered by the establishment from 7:30 a.m. to 10 a.m. in the morning.

A dinner service is offered from 7 p.m. to 9 p.m. in the evening.

The prices are indicated on the establishment's website under the Extras.

It is the customer's responsibility to book these two services at least 48 hours in advance, availabilities are subject of confirmation by the establishment.

#### Article 13: Tobacco

Smoking is prohibited in the house in accordance with the law of January 2, 2008.

In the event of a smell of tobacco in the room, the customer will be responsible for the cleaning costs relating to the restoration of the room.

### **Article 14: Liability**

The establishment cannot be held liable in the event of changes to the structure, of any nature whatsoever.

The photos on the website are not contractual, modifications (furniture, renovation) may take place. As a result, the customer cannot claim any claim in this regard.

# **Article 15: Force majeure**

The obligations indicated in these T&Cs are not applicable in the event of force majeure such as: natural disaster, fire, flood, war.

# **Article 16: Complaints and disputes**

In the event of a dispute, the customer must indicate the subject of the dispute in writing, within 7 working days from the end of their accommodation. After this period, the service will be considered accepted by the customer.

In the event of a dispute, and in the absence of an amicable agreement, the competent courts will be those of the registered office of the company MACKY MANAGEMENT.

### Article 18: Modification

These General Terms and Conditions may be modified at any time, without the company

MACKY MANAGEMENT having to justify itself. In the event of a modification after the reservation,

the new General Terms and Conditions will be sent to the customer and will apply

#### **APPENDIX**

#### **HOUSE RULES:**

- Pets are not allowed
- Smoking is not allowed
- Usage of the stove in the living room is subject to pre-approval based on evaluation of the customer's experience. If approved, wood from the establishment must be purchased and burned, other fuels or wood bought from other places (e.g gas stations) are not allowed. Lighting fire in chimney of the kitchen and pizza oven is not allowed.
- Swimming in the pond and feeding the fish are not allowed.
- Changing the central heater settings is not allowed, in case of need customer shall contact the manager
- Entering in the hen house is forbidden (risk of electrocution).
- Customer must make sure ALL the doors are locked and the alarm is set each time leaving the house
- Using **outside shoes inside of the house is strictly forbidden** due to risk of damaging the original wooden flooring and hand made carpets. A fine may apply.
- Placing hot objects on wooden surfaces without using proper insulation is not allowed. Coasters are provided and must be used.
- Customer must use the antique furnitures and objects with care.