General Reservation Terms and Conditions

1. GENERAL

Mr. Jean Angles, owner of the property Château de La Roquette, offers you holiday rental accommodation in Aveyron Department, France, as introduced on our website at www.chateau-de-la-roquette.com.

1. PRICE

2.1. The price indicated is expressed in Euro for weekly rental and according to the list of rental rates per week in Reservation and availability.

2.2. The property is rented furnished and completely equipped. The rental price includes the fully equipped accommodation, services (water, electricity, heating), linen (bedding, towels) and local holiday tax.

1. RESERVATION AND PAYMENT

3.1 To make your reservation online, please click on the ‘Booking’ tab, select the available dates, fill out the form and click “Send”. The owner or his representatives will send you back an agreement. Please sign the agreement, initial on each page, and send it back by email to the owner or his representatives and include an advance payment (30% of the total rent by T/T).

The agreement will get into force between you and the owner of Chateau de La Roquette when an invoice of confirmation is produced and emailed to you.

3.2.

The remaining balance must be paid no later than 30 days before your arrival at the property.

Any non-payment of the balance within the deadline the deadline will result in a cancellation; a cancellation fee will be charged in accordance with paragraph 13.

3.2 If you make a reservation for the holiday accommodation less than 30 days before your arrival date, the total price of your stay should be paid at the time of reservation.

3.4. The receipt and/or cashing of the advance payment do not, in any case, constitute a validation of your reservation: the agreement takes effect only when the owner or his representatives produce a confirmation invoice. When you receive the confirmation invoice, please take care to check the details of the document to verify their accuracy.

If, for any reason, the owner or his representatives are unable to meet your request for a reservation, your advance payment will be refunded.

3.5. By making a reservation request, the signatory admits having full knowledge of the general reservation conditions and accepts their terms.

It is the signatory’s responsibility to ensure that other guests in his party also respect these conditions.

3.6. Reservation made by a person younger than 18 years of age at the time of reservation is not accepted. The owner or his representatives reserve the right to refuse any reservation without justification.

4. DEPOSIT

4.1.Entry into the property is conditional upon the payment of a deposit in order to cover the costs of possible damage or breakage on the property or its contents. The amount of this deposit is specified on the reservation form. This deposit has to be paid in advance and together with the payment of the balance to the owner or his representatives.

4.2. If inspection on check out/departure date is satisfactory with no complaints from the owner or his representatives, the deposit will be returned no later than one month after your departure date.

4.3. In the event of non-payment of this deposit, you will be refused access to the property and this will be regarded as cancellation.

5. ARRIVAL AND DEPARTURE

5.1. You must arrive between 4:00 pm and 7:00 pm on the first day of your rental period, and vacate the property before 10:00 am on the last day, unless otherwise mentioned on the reservation form. On your arrival, you will be asked to present your reservation form as well as a form of identification.

5.2. If these schedules are not convenient for you, please inform the owner or his representatives at the time of your reservation period they will try to find a solution.

5.3. If your arrival is delayed, you must inform the owner or his representatives so that necessary arrangements can be made to allow you to enter the property.

6. NUMBER OF PEOPLE USING THE HOLIDAY ACCOMMODATION “Chateau de La Roquette"

6.1. The number of people staying at the property should not exceed the number that you indicate on the reservation form.

To assemble tents, park caravans or camping cars on the property is forbidden.

6.2. If the number of people staying at the property exceeds the number which you indicate, you risk being subjected to a price increase.

6.3. If you exceed the maximum capacity of the property indicated on the description, the owner or his representatives reserve the right to refuse or cancel the reservation as they wish.

7. NON SMOKING / DOMESTIC ANIMALS

7.1. Smoking is strictly forbidden in the Chateau and in the park to avoid any fire risk.

7.2. Domestic animals are not allowed on the property.

The violation of these conditions cancels the reservation and no refund will be made.

8. CLEANING

8.1. The property is completely cleaned before the beginning of the rental period. Upon departure, you must leave it in the same state of cleanliness.

8.2. If, because of the state of cleanliness in which the property is left, the normal cleaning is determined to be insufficient, the owner or his representatives are authorized to take necessary steps to make corrections and deduct the corresponding costs from the deposit.

9. LINEN

The linen is included in this holiday accommodation and is changed for each new arrival and once a week.

We recommend to you however, to consider additional beach towels and bed linen for baby cots.

10. OUTDOOR SWIMMING POOL

10.1. The rental property has an outdoor swimming pool. The owner draws the customer’s attention to the fact that the swimming pool meets the safety requirements in force in France. The customer must take the necessary precautions to ensure the safety of the occupants, especially children. The owner will not be held responsible for any accidents, for physical or other injuries related to the swimming pool.

11. INSURANCE

11.1. The reservation of our holiday accommodation relies upon the condition that the customer is covered by a reputable insurance company against the risk for fire and damage by water, tenant's risks, the furniture within the property, and that of any recourse from the neighbours. In addition, people who stay with you must be duly covered by an insurance of civil liability.

11.2. By signing the reservation form, you attest that you are covered by such an insurance.

Ensure you have your certificate. It is obligatory and can be asked of you during your stay.

12. MODIFICATIONS OR CANCELLATION BY OWNER

In the possibility where the owner would be obliged to make a modification or cancel your rental of the accommodation specified in the reservation confirmation, the owner or his representatives would inform you as soon as possible. We would make a full refund of your payment and be released from any further responsibility.

13. CANCELLATION BY CUSTOMER

13.1. Any cancellation by the customer, for whatever reason, must be addressed to the owner or his representatives by letter sent by registered post.

The effective date of cancellation is the date on which the written notification reaches the owner or his representatives.

13.2. Cancellation Charges: if you cancel six weeks or more before the rental start date, the cancellation charge will amount to 30% of the total rental price; if you cancel four to six weeks before the rental start date, the cancellation charge will amount to 50% of the total rental price; if you cancel less than 30 days before the rental start date, or if the reservation is cancelled due to your non-payment, the cancellation charge will amount to 100% of the total rental price.

13.3. In the event of an early departure from the rental accommodation, for whatever reason, you will not be entitled to a reduction in the rental price.

13.4. The customer will not be able to claim from the property owner if cancellation is imposed by circumstances or causes beyond his control or for reasons relating to the safety of the traveller.

14.MODIFICATION BY CUSTOMER

14.1. At the request of the customer: any modification must be presented to the owner or his representatives who reserve the right to either refuse or to accept it. Within less than 30 days before the rental start date, this modification will be regarded as a cancellation followed by a re-registration, and the expenses will be those mentioned above. Any postponement will be regarded as a cancellation and will incur the relevant cancellation charges.

15.CUSTOMER RESPONSIBILITIES

15.1. As a tenant, you must behave responsibly, and use the holiday accommodation placed at your disposal in a peaceful manner.

This in particular means to maintain the furniture, the installations, the materials and the equipment within the property in a state of maintenance and condition identical to that when you arrive.

15.2. You are responsible for any damage or any loss occurring on the property or its contents during your occupancy. In the event of damage or of loss, you will have to pay an appropriate compensation directly to the owner.

16.DESCRIPTION OF THE RENTAL PROPERTY

16.1. You must accept the fact that minor differences can occur between photography, the description and the actual property.

16.2. The owner reserves the right to make changes to the property as he sees fit, to ensure a pleasant stay for the customers. In the same way, he can modify furniture and decor without notice.

16.3. If physical changes intervene, the owner or his representatives will inform you insofar as the time allows it.

17. ACCESS

The owner or his representatives are authorized to enter freely into the holiday accommodation at any reasonable time during the stay, in order to inspect and maintain the property “Chateau de La Roquette”.

18. OWNER RESPONSIBILITIES

18.1. The owner or his representatives cannot be held responsible for death or injuries incurred to the customer or any person, on the grounds of the property, except if they result from the proven negligence of the owner.

18.2. The owner or his representatives cannot be held responsible for the losses, breakages or delays of which the causes are independent of his will, including, but not limited to natural disasters, explosions, floods, storms, fires or accidents, wars or threats of war, civil disturbance, laws, restrictions, regulations, local by-laws or other measurements emanating from the local or governmental authorities, industrial strikes, lockouts or other actions or conflicts, or bad weather. In any of the above-mentioned cases, the owner or his representatives will have the right to regard the rental agreement as null and void. In the case of such an execution of the contractual obligations, their responsibility will be limited to the refunding of the amount that you have paid to the owner or his representatives which corresponds to the portion (unutilised) of the stay calculated at the daily rate.

18.3. The owner or his representatives will not be held responsible in any case for breakdowns of the mechanical equipment such as the pumps, radiators, filtration system for the swimming pool, micro station of autonomous cleansing, etc. or of failures of collective services such as water and electricity.

18.4. The owner or his representatives cannot be held responsible for any noise or disturbances coming from the outside of the holiday accommodation, or from causes out of their control.

18.5. The owner guarantees that this property meets the standards of construction, hygiene and safety in force in France.

19.USE OF THE PROPERTY

The property is exclusively intended for use as a tourist dwelling, holiday rental, holiday accommodation. Any commercial or professional activity is strictly prohibited on the premises.

Any festivities such as wedding, reception, party, etc. on the premises are strictly forbidden without prior consent of the owner or his representatives;

20. PHOTOGRAPHY

Photographs taken in the property cannot be used or sold for commercial or other purposes without permission from the owner or his representatives.

21.USE OF THE INTERNET MEDIA

The Internet connection implies that:

-the safe use of the Internet is the sole responsibility of the parents in terms of child protection (violence, pornography and violation of human dignity); respect of Hadopi law (the French law prohibiting illegal downloading).

-the owner or his representatives will not be held responsible for any illegal use of the Internet.

22.PERSONAL DATA PROTECTION

The owner or his representatives guarantee to protect the customer’s confidentiality and the data provided in the process of reservation and on the agreement form. According to the French “Informatique et Liberté” law, the customer is entitled to access and modify the information related to him. If the customer wishes so, he/she must inform the owner by mail (postal or electronic).

23.EVIDENCE

The data kept in the owner’s or his representatives’ information system have evidence (proof) value. The data can be used as evidence in any possible dispute or legal procedure. They will be equally receivable, valuable and opposable by the parties in the same conditions and with equal probative force as any written document.

24.SAFETY AND VALUABLE ARTICLES

Any valuable article left at the property is at the customer’s own risk. The owner or his representatives will not be held responsible in any way for any theft, deterioration of goods, any punishable act or any fact whose the customer could be an author or victim in the rental property. Chateau de La Roquette thus recommends that you take suitable measures to prevent theft and infringements.

25.COMPLAINTS

25.1. If you are disappointed with your holiday rental accommodation, you should contact the owner or his representatives as soon as possible. They will endeavour to solve the problem.

25.2 If your dissatisfaction persists and you wish to make a complaint on substantial qualities of the property, you must notify the owner or his representatives within 72 hours following your arrival, and then confirm your complaints in writing sent by registered post with delivery notification in the next 96 hours after your arrival. At the end of this period, no complaints will be taken into account.

26.APPLICABLE LAWS

These general reservation conditions of the accommodation “Chateau de La Roquette” and the reservation forms are subject to French law. In the event of litigation, the owner or his representatives will first try to reach an amicable solution.

If litigation persists, exclusive competence is given to the court relevant to the ‘Onet-le-Chateau commune’.