

# GENERAL SALES CONDITIONS

Translation of the French text. No liability is assumed for errors

S.A.S.U. Le Masrougier – LD Le Marougier – F-24370 Simeyrols

**Article 1 :** These general conditions of sale are intended for the use of the reservation of stays in a bed and breakfast. They constitute the Rental Agreement between the "S.A.S.U. Le Masrougier", represented by the owner Mr. Ralf Steinbrenner, and the guest of a stay in the bed and breakfast.

**Article 2 - Length of stay :** The client signing this contract concluded for a fixed term may in no circumstances claim any right to maintain the premises.

**Article 3 - Conclusion of the contract :** The reservation becomes effective when the customer has sent to the owner the payment of the deposit up to 30% of the total amount of the price of the stay with a minimum amount of two nights per room (i.e. if 30% of the total stay is lower than the price of two nights, the price of two nights per room will be requested from the customer) and a copy of the signed contract before the date indicated on the 1st page. The second copy of the contract is to be retained by the customer. The prices include all taxes and charges excluding tourist tax.

In the case of a last-minute contract (less than 72 hours), the tenant will have to pay the totality of the rent at the signature of the contract.

**Article 4 - Cancellation by the customer :** Any cancellation must be notified by letter or mail addressed to the owner.

a) Cancellation by the customer before the beginning of the stay :

- If the cancellation occurs more than 45 days before the beginning of the stay, the full amount of the deposit will be refunded to the tenant.
- If the cancellation occurs between 45 and 30 days before the beginning of the stay, 50% of the amount of the deposit will be kept by the owner.
- If cancellation occurs less than 30 days before the beginning of the stay, the total amount of the deposit will be retained by the owner.
- If the cancellation takes place less than 72 hours before the start of the stay, the deposit remains acquired and the client must pay the balance of the rental.

b) In the case of an early departure or a delayed arrival, the previously booked and confirmed stay will be fully charged. The deposit remains with the owner who reserves

the right to claim the balance of the price of the accommodation.

**Article 5 - Cancellation by the owner :** When the owner cancels this stay before the beginning of the stay, he must inform the customer by registered letter with acknowledgment of receipt or email with acknowledgment of receipt.

The customer, without prejudging recourse for the repair of any damage suffered, will be refunded immediately the sums paid. He will also receive a compensation at least equal to the penalty he would have incurred if the cancellation had been made by him on that date.

**Article 6 - Arrival :** The client must appear on the specified day and at the times mentioned on this contract. In case of late or delayed arrival, the customer must inform the owner. A supplement may be requested for early or late arrivals. If the guest does not show up within 24 hours of the scheduled arrival date, the owner may dispose of the room (s). The deposit remains acquired and the customer must pay the balance of the rental.

**Article 7 - Departure :** The day of departure the room must be vacated before 10:00 p.m..

Any excess will be invoiced at € 25.00 / hour including tax.

**Article 8 - Payment of the balance :** The balance has to be paid at the owner upon arrival.

Consumption and additional services not mentioned in this contract will be paid at the end of stay to the owner.

**Article 9 - Tourist tax :** The tourist tax is a local tax that the customer must pay to the owner at the end of the stay who then transfers it to the public treasury.

**Article 10 - Use of the premises :** The client must respect the peaceful character of the premises and use them according to their purpose. He undertakes to report any dysfunction immediately and to leave the rooms in good condition.

**Article 11 - Capacity :** This contract is established for a specific number of people. If the number of customers exceeds this number, the owner may deny additional customers. This refusal cannot be considered as a modification or a breach of the contract on the initiative of the owner, so that in case of departure of a number of customers higher than those refused, the previously booked and confirmed stay will be fully charged on the basis of the current accommodation rate.

The access to the Masrougier property is reserved exclusively for tenants. Visits from friends or family members are only permitted with the express agreement of the site owner.

**Article 12 – Change of rooms :** Without the client being able to claim any compensation, the owners reserve the right to change the room initially reserved by the customer by a room with the same capacity or higher capacity. In such a case, the cost of the reservation remains unchanged.

**Article 13 – Table d'hôtes :** The Table d'hôtes (Dinner) is reserved exclusively for tenants residing on the site and proposed according to the capacity of the owners. The tenant cannot under any circumstances claim any right of access to the host table ( at least 6 persons). The proposed host table consists of a single menu, without the possibility to choose the starters, dishes or desserts. Drinks other than water in a carafe are not included in the menu rate. Requests for the host table are to be addressed to the manager the day before, at the latest before 5:00 p.m..

**Article 14 – Breakfast :** The breakfast is served in the dining room or on the terrace, depending on the weather, between 8:30 and 10:00 a.m., the time when customers leave the table.

On the day of departure or during their participation in an event, the customer has the possibility of requesting, on an exceptional basis, a light breakfast (bread, croissant, drinks, jam, fruit) from 7:00 a.m.

**Article 15 – Minor children :** Children under 2 years stay free of charge if they do not use the available bedding. Children over 2 years old and the provision of a bed for a child under 2 years are billed as adults.

**The site is a natural site not delimited by fences or walls and containing meadows, high forests and unsecured rocky slopes. Minor children are placed under the sole and complete responsibility of their parents or persons having authority over them.**

**Article 16 - Animals :** Animals are not allowed.

**Article 17 - Respect and know how to live : It is forbidden to smoke cigarettes or electronic cigarettes in the rooms and in the house, ashtrays are available outside.** During nature walks, guests are asked to collect their cigarette butts and throw them in the garbage cans upon their return.

**It is forbidden to eat in the rooms.**

**Article 18 – Regulations for the swimming pool and the jacuzzi :** The pool and the jacuzzi are accessible from 9 : 00 until midnight, the jacuzzi is accessible by reservation.

The owner reserves the right to close the pool / jacuzzi area in case of force majeure (poor bacteriological water quality, closure for maintenance, non-compliance by the customer with health and safety instructions, refusal by the customer to fulfil the conditions of access which he has previously been informed).

The use of the pool and jacuzzi is under the sole responsibility of the customer, the "S.A.S.U. Le Masrougier" declines all responsibility in case of non-compliance with the attached rules attached :

- **Before entering the water users must take a soaped shower, no use of makeup and sunscreen.**
- **Users must not have used alcohol or narcotics and not be under medical treatment.**

a) Specific regulation for the pool :

- The swimming pool is equipped with two safety devices against accidental drowning, a curtain covering the basin and a fall detection alarm. Only the owners are allowed to disable or manipulate these safety devices and thus release access to the pool.
- **The presence of minor children in the swimming pool area is only allowed in the presence of one of their parents or a person of legal age who has authority over them.**
- Smoking (electronic or conventional) is tolerated in the pool area subject to the respect of non-smoking customers. It is forbidden to smoke in the water. Smokers are asked to put their ashes in the ashtrays and not on the floor. The owners reserve the right to temporarily ban smoking inside the pool area.

b) Specific regulation for the jacuzzi :

- The jacuzzi is a space of relaxation and regeneration, the customers are asked to evolve in calm. For this reason, access is limited to 1 to 5 people on the same time slot for 20 min maximum.
- **The jacuzzi is forbidden for children under 16, even accompanied !**
- For comfort, hygiene and safety of all, the shower is mandatory before accessing the jacuzzi. Access is forbidden to skin lesions. Dressings are forbidden.
- Sun creams and oils are strictly forbidden.
- It is forbidden to smoke, drink or eat in the jacuzzi.
- Objects made of glass or porcelain are prohibited in and near the Jacuzzi.
- The access to the Jacuzzi is reserved for people who do not have any problem of hypertension, heart problem, diabetes and who do not suffer from contagious disease.
- During pregnancy, the use of the Jacuzzi may be detrimental to the foetus, use should be limited to 10 min.