

## **GENERAL TERMS AND CONDITIONS OF SALE – DOMAINE DE SÉVENIER**

BETWEEN THE UNDERSIGNED:

Domaine de Sévenier & Spa, a limited liability company (SARL) with a share capital of €360,000, registered with the Trade and Companies Register of AUBENAS under number 50818535200012, whose registered office is located at 120 chemin de Sévenier, 07150 Lagorce, represented by Sophie CHALVET in her capacity as manager,

Hereinafter referred to as “the Estate”.

AND

The Customer, whether an individual or legal entity making a reservation for a stay.

### **Article 1 – Definitions**

- Website: The website accessible at <https://www.domaine-sevenier.fr/>
- Booking Platform: The online booking platform operated by the Estate and accessible at <https://reservation.secureholiday.net/fr/4674>
- Accommodation: Chalet rentals
- Services: Accommodation rental and access to facilities (swimming pool, restaurant, wellness area, playgrounds).

### **Article 2 – Scope of the General Terms and Conditions of Sale**

These General Terms and Conditions of Sale (GTCS) govern all holiday stays offered by Domaine de Sévenier.

They form an integral part of the booking contract. Any reservation implies full and unconditional acceptance by the Customer of these GTCS.

### **Article 3 – Description of Services**

The Estate takes the utmost care to ensure the accuracy of the information published on its communication media (website, brochures, partner platforms).

However, descriptions, equipment, services and activities are provided for information purposes only and are not contractually binding.

The Estate reserves the right to modify the content of its media at any time in order to improve its services. Photographs and visuals are non-contractual.

### **Article 4 – Prices and Taxes**

#### **Pricing**

Prices displayed on the website and booking platform are expressed in euros, all taxes included (VAT at the applicable rate).

Any change in VAT rates or applicable taxes at the date of invoicing may be reflected in the price of the stay. Rates vary depending on the season and availability. The Estate reserves the right to modify its prices at any time without prior notice. The applicable price is the one indicated at the time of booking and confirmed by the Estate.

#### **Included Services and Exclusions**

Prices include only the accommodation rental and the services expressly mentioned.

Prices do not include:

- meals and breakfasts;
- extras rented on site (bed linen, towels, baby equipment, additional services, etc.);
- cancellation insurance;
- tourist tax (€0.66 per night and per person over 18 years old, subject to regulatory changes);
- eco-contribution;
- booking fees (€25 per stay).

## **Article 5 – Reservation and Payment**

The Customer may book their stay:

- by telephone,
- by email,
- via the online booking platform,
- directly at the Estate reception.

### **Booking Confirmation**

The reservation becomes firm and final after:

- acceptance by the Estate,
- payment of the required amounts,
- issuance of written confirmation specifying the dates and type of accommodation booked.

The Estate reserves the right:

- to refuse any booking depending on availability;
- to refuse access to persons exceeding the maximum authorised occupancy;
- to refuse a booking if the information and contact details provided are inaccurate;
- not to grant any reduction in the event of late arrival, early departure or temporary absence during the stay.

### **Payment Terms**

Booking more than 30 days before arrival:

- deposit of 25% of the total stay amount;
- payment of the €25 booking fee.

The balance must be paid no later than 15 days before arrival.

Booking less than 30 days before arrival:

Full payment of the stay is required immediately.

### **Failure to Pay**

If the balance is not paid within the required timeframe, the reservation shall be deemed cancelled by the Customer and the cancellation conditions set out in these GTCS shall apply.

### **Accepted Payment Methods**

The Estate accepts:

- credit cards,
- American Express,
- bank transfers,
- bank cheques,
- cash,
- ANCV holiday vouchers,
- Connect holiday vouchers.

Cheques, cash and holiday vouchers are not accepted for payment of the balance at D-15.

### **Late Arrival or Early Departure**

In the event of delayed arrival or early departure compared with the dates stated in the booking contract, no refund shall be granted. The full amount of the stay and reserved services shall remain payable.

## **Article 6 – Accommodation and Stay Conditions**

### **Accommodation Capacity**

The number of occupants may not exceed the maximum capacity indicated for each accommodation unit (4, 5, 6 or 8 persons depending on the chalet). Any additional person may be refused.

Setting up tents on the chalet plot is prohibited.

### **Equipment**

Water, gas and electricity are included in the price of the stay. Bed linen and towels are provided only in “Premium” chalets or upon request at an additional cost.

All accommodations are strictly non-smoking.

### **Vehicles and Parking**

Only one vehicle is authorised per chalet, except for the Frêne Premium chalet where two vehicles are authorised.

Additional vehicles must be parked in designated parking areas for an extra charge.

### **Rental Conditions**

Accommodation units are available for booking for a minimum number of nights depending on the period. Accommodation is available from 5:00 p.m. on the day of arrival and must be vacated no later than 10:00 a.m. on the day of departure.

Any departure after 10:00 a.m. will incur an additional fee of €40. An extension of stay may be granted subject to availability and reception approval.

Requests for a specific accommodation unit cannot be guaranteed and remain subject to availability upon arrival. No reservation can be guaranteed for a specific unit.

Reservations are strictly personal. No reservation may be sublet or transferred to a third party without prior authorisation from the Estate.

Unaccompanied minors are not accepted.

### **Use of Accommodation and Equipment**

Any abnormally excessive consumption of water, electricity or gas may result in additional charges.

Likewise, any inappropriate or improper use of furniture, equipment or accommodation facilities may lead to additional charges corresponding to any damage, breakage, deterioration or missing items observed.

## **Article 7 – Cancellation and Modifications**

### **Cancellation by the Customer**

Cancellation must be notified by registered letter with acknowledgement of receipt or by email. Cancellation shall only take effect from the date the written notification is received.

- More than 2 months before arrival: the Estate retains the deposit (25%) and booking fees.
- Less than 90 days before arrival: the balance of the stay is due to the Estate.
- Less than 15 days before arrival: the full amount of the stay remains payable to the Estate.

### **Cancellation by the Estate**

If Domaine de Sévenier is required to cancel a confirmed reservation, except in cases of force majeure, the Customer will be informed by registered letter with acknowledgement of receipt or by email.

The Estate will refund all amounts paid by the Customer in full.

However, such cancellation shall not entitle the Customer to any additional compensation or damages.

**No-show**

If no news is received within 24 hours after the scheduled arrival date, the Estate reserves the right to reallocate the accommodation.

The applicable cancellation charges described above shall be retained.

**Cancellation Insurance**

Customers are strongly advised to subscribe to Campeze Couvert insurance (6% of the stay amount) when booking.

The insurance cancellation conditions then apply:

<https://www.campez-couvert.com/pour-les-particuliers/prendre-connaissance-des-cga/>

To file a claim:

<https://www.campez-couvert.com/declarer-un-sinistre/>

**Article 8 – Security Deposit and Refund****Security Deposit**

Upon arrival, a security deposit of €300 is required from the Customer.

This amount is intended to cover any damage, deterioration, breakage, missing equipment or abnormal use of water, electricity, gas, furniture or equipment.

**Inventory Check**

In accordance with Estate practices, no joint inventory inspection is carried out upon departure.

However, a detailed inventory is established for each rental and constitutes the sole reference in the event of a dispute.

The Customer must report any missing items, breakage or malfunction to reception immediately upon arrival or when returning the keys upon departure.

**End-of-Stay Cleaning**

Accommodation must be returned in satisfactory cleanliness condition.

The following conditions apply:

- Premium Package: End-of-stay cleaning is included in the price.
- Other Packages: Cleaning is the responsibility of the Customer. Accommodation must be returned in the same state of cleanliness as upon arrival.  
However, the Customer may subscribe to a cleaning option at least 24 hours before departure at a rate of €80 or €90 depending on the type of accommodation.
- Common Obligations: In all cases (including Premium packages or cleaning option), Customers must leave dishes cleaned and put away and empty all bins before departure.

**Refund and Deductions**

The security deposit is refunded at the end of the stay or no later than eight days after departure.

Any damage observed will result in deductions supported by evidence.

If repair or replacement costs exceed the amount of the deposit, the Estate reserves the right to claim additional compensation from the Customer.

**Article 9 – Internal Rules and Life on the Estate****Visitors**

Visitors are allowed from 10:00 a.m. to 11:00 p.m. after registering at reception.

They must pay the applicable visitor fee.

Visitors remain under the responsibility of the Customer hosting them.

They do not have access to the Estate's services and facilities, particularly the swimming pool.

The arrival of one or more visitors must not exceed the accommodation's maximum capacity. Visitors are also subject to the Estate's internal regulations.

### **Pets**

Pets are allowed under certain conditions and for an additional fee.

A maximum of two pets per accommodation unit is authorised.

They must:

- be kept on a leash,
- have up-to-date vaccinations with proof,
- be tattooed or microchipped,
- never be left alone,
- not disturb neighbours through noise, waste or dirt,
- not access beds, sofas or duvets.

Category 1 and 2 dogs and NACs (new pets/exotic pets) are prohibited.

### **Barbecue**

Only electric barbecues are authorised.

Swimming Pool and Playgrounds

Children remain under the sole responsibility of their parents.

Displayed safety instructions must be respected.

The Estate declines all responsibility in the event of accidents.

Liability and Insurance

The Customer must be covered by civil liability insurance.

The Estate cannot be held responsible for:

- theft,
- loss,
- damage to personal belongings.

### **Internal Regulations**

All customers must comply with the internal regulations.

The booking holder is responsible for disturbances or nuisances caused by accompanying persons, visitors or animals.

### **Penalties**

Any breach of the regulations may result in measures necessary to maintain order and customer well-being, including exclusion of the Customer or concerned persons, without compensation or damages.

### **Article 10 – Right of Withdrawal**

In accordance with Article L.221-5 of the French Consumer Code, the sale of accommodation services for a specified date is not subject to the 14-day withdrawal period.

### **Article 11 – Personal Data and Bloctel**

#### **Data Collection**

The Estate collects the data necessary for managing reservations and stays.

Such data is processed confidentially and is not transmitted to unauthorised third parties.

#### **Customer Rights**

In accordance with the GDPR and the French Data Protection Act, Customers have:

- the right of access,

- rectification,
- objection,
- deletion,
- portability.

Data is retained for five years.

The privacy policy is available at:

<https://www.domaine-sevenier.fr/politique-de-confidentialite/>

### **Bloctel**

Customers may register free of charge on the telephone solicitation opt-out list:

[www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

### **Article 12 – Image Rights**

Unless the Customer objects in writing upon arrival, the Estate may use photographs and videos taken during the stay, free of charge, for communication and promotional purposes on digital or printed media.

### **Article 13 – Security and Video Surveillance**

The Estate is equipped with a video surveillance system intended to ensure the safety of persons and property.

Cameras are installed exclusively in common areas.

No cameras are installed inside accommodation units.

Images are retained for a maximum period of 30 days unless legal proceedings require otherwise.

Only authorised persons may access recordings.

Customers may exercise their rights by contacting:

[contact@domaine-sevenier.fr](mailto:contact@domaine-sevenier.fr)

### **Article 14 – Force Majeure**

The performance of Domaine de Sévenier's obligations under these terms shall be suspended in the event of force majeure or unforeseen circumstances preventing performance.

In such cases, the Estate shall not be held liable for delays or non-performance of its services.

### **Article 15 – Complaints and Mediation**

#### **Complaints**

Complaints must be made on site to allow an immediate solution.

If the dispute persists, a written complaint must be sent by registered mail within 7 days after departure to:

Domaine de Sévenier, 120 chemin de Sévenier, 07150 LAGORCE.

Any complaint submitted after this seven-day period shall automatically be rejected.

#### **Mediator**

For any consumer dispute not resolved directly with the Estate, Customers have the right to refer the matter free of charge to a consumer mediator.

The Estate has appointed CM2C.

Contact details:

- Website: [www.cm2c.net](http://www.cm2c.net)
- Email: [litiges@cm2c.net](mailto:litiges@cm2c.net)
- Address: 49 rue de Ponthieu, 75008 PARIS
- Telephone: +33 (0)1 89 47 00 14

**Article 16 – Severability**

If one or more provisions of these General Terms and Conditions of Sale are deemed invalid or declared so pursuant to a law, regulation or final court decision, the remaining provisions shall remain fully valid and enforceable.

**Article 17 – Applicable Law**

These GTCS are governed by French law.

Any dispute shall fall under the jurisdiction of the courts where the registered office of Domaine de Sévenier is located.