

# GENERAL CONDITIONS OF SALES AND USE

Anyone who books the Bed & Breakfast OH LA BELLE VUE! acknowledges having read and accepted the General Conditions of Sale and Use.

# I - BOOKING AND SETTLEMENT

The prices indicated on the website www.ohlabellevue.com are the only valid contractual rates.

They include all taxes (including VAT), as the owner is not subject to VAT (Art. 293 B of the CGI).

Reservation for 2 nights minimum during high season, July-August.

10% discount on all nights (room + breakfast) if you book more than 30 days in advance. The discount applies during middle and high season. The discount does not apply to the table d'hôtes and additional services.

The booking is concluded for a specific period. It cannot be anticipated or extended without our agreement, depending on availability.

The reservation is made for a specific number of people, including children. If the number of guests arriving on the day of arrival exceeds this number, we reserve the right to refuse additional guests.

This refusal cannot be considered as an amendment or breach of the contract on the initiative of the owner.

In case of departure of the customer, no refund can be considered.

If the capacity of the house allows it, and if the owner agrees, the additional persons can be accommodated, against a supplement according to the current rate conditions.

The booking will be firm and final only after receipt of a deposit, which will be deducted from the final invoice on arrival. The deposit must be paid no later than 10 days from the date of the booking request. The deposit requested upon booking is 30% of the total price of the stay.

Less than 7 days from the date of arrival, we will ask you to pay the total amount of your stay at the time of booking.

In accordance with Art. L121-28 of the French Consumer Code relating to the provision of accommodation services, the customer does not benefit from a withdrawal period.

The balance of the stay must be paid in full upon arrival. The tourist tax as well as any additional services (dinners at the table d'hôtes, picnic baskets, wine tastings, drinks) not mentioned in this booking contract, will have to be paid at the time of departure.

## **II - MODES OF SETTLEMENT**

We recommend you to book online on our website, with secured online payment by credit card.

The deposit can be paid by credit card, bank transfer or online payment in case of online booking from our website.

In case of payment by credit card (without using the online reservation), we will ask you to provide us with the card number, the name mentioned on the card, the expiry date and the cryptogram. This data will not be retained.

In case of payment by bank transfer, we will give you the bank details to use.

The balance of the stay can be paid by credit card (CB, Visa or Mastercard, American Express cards are not accepted), or cash.

Cheques are not accepted.

## **III - CANCELLATION BY THE CUSTOMER**

Any cancellation must be notified by mail (OH LA BELLE VUE! 88 Route de Prades, Quartier de Farges, 07200 MERCUER, France) or by email (ohlabellevue07@gmail.com).

In case of cancellation more than 14 days from arrival, the deposit paid at the reservation will be fully refunded.

In case of cancellation within 14 days from arrival, the deposit will be kept by the owner, regardless of the reason given, except in cases of force majeure left to the owner's discretion. In case of cancellation within 7 days from arrival, the full amount of the stay will be due, regardless of the reason given, except in cases of force majeure left to the owner's discretion.

Any stay shortened, started and interrupted before its end, must be paid in full, whatever the reason given, except in cases of force majeure left to the owner's discretion.

If the guest does not appear or contact us before 8:00pm on the scheduled day of arrival, this reservation may lapse and the owner reserves the right to dispose of the room. The deposit remains acquired to the owner and the balance of the accommodation is due.

## **IV - CANCELLATION BY THE OWNER**

The owner may, if he is obliged to do so and only in case of force majeure, be required to cancel the reservation.

In this case, the owner will refund the client the full amount of the deposit paid, unless an agreement is possible to move the stay to another date, set by mutual agreement.

## V – ROOM CHANGE

Rooms offering equivalent services and being offered at the same price, we reserve the possibility, if necessary, to give you another room than the one you initially chose.

## VI - TOURIST TAX

A tourist tax is due from January 1 to December 31. It amounts in 2023 to 0.72€ per night and per adult (from 18 years). It will be invoiced in addition by the owner at the time of departure and will be refunded to the Communauté de Communes du Bassin d'Aubenas of which Mercuer is part.

# VII - ARRIVAL

The day of your arrival, we welcome you from 4:00pm to 7:00pm.

For an arrival outside these times, please contact us in advance.

If you are delayed, which can happen, please contact us. Without any news from you at 8:00pm, we will assume that you cancel your reservation and that we can dispose of your room.

## VIII - DEPARTURE

On the day of your departure, we ask that you leave the room before 11:00am so that we can prepare it for the next guests.

## IX - BREAKFAST

Breakfast is usually served from 8:00am to 9:30am, on the terrace or in the dining room, depending on the weather.

However, we can adapt according to your schedule. In this case, please notify us no later than the evening before.

# X – DINNER AT TABLE D'HÔTES

Dinner at the table d'hôtes is to be booked at the latest the evening before for the next evening. If you would like to have dinner at the table d'hôtes on the evening of your arrival, please let us know before your arrival.

The dinner is usually served at 8:00pm, on the terrace or in the dining room, depending on the weather.

We can however adapt according to your schedule. In this case, please notify at the time of booking.

Picnic baskets for excursion are to be booked the evening before at the latest. Wine tastings are to be booked the day before the wished day.

## XI - ACCESSIBILITY

Considering the configuration of the garden in terraces on the hillside and the house that follows the slope, the bed & breakfast OH LA BELLE VUE ! are unfortunately not accessible to people with reduced mobility.

They are also not necessarily suitable for a stay with young children.

# <u>XII - PETS</u>

Although we love them very much, for reasons of hygiene, respect for the place and other people, we do not accept pets.

If the customer arrives with an animal, he will not be accepted and the deposit will not be returned.

Refusal to receive you with an animal may not be considered as a modification or a breach of the contract at the initiative of the owner.

In case of departure of the customer, no refund can be considered.

## XIII - NON-SMOKING BED & BREAKFAST

For the comfort and safety of all, the guest rooms and the house as a whole are NON-SMOKING.

# **XIV - SWIMMING POOL**

The pool is open from May to September, depending on the weather. It is heated by heat pump when necessary, at the beginning and end of the season, and on certain summer days when the mistral cools the atmosphere.

It is accessible from 10:00am to 7:00pm.

Towels are provided, if needed.

Access to the pool is strictly reserved for our guests and prohibited to unaccompanied minors. The pool is not supervised and the children are under the full responsibility of their parents or accompanying adult. We reserve the right to prohibit access to the pool if necessary.

It is forbidden to smoke, shout, jump by the pool, for the respect of everyone.

For the safety of all, it is forbidden to use glass objects (bottles, glasses) on the pool terrace, in order to avoid accidents (cuts to the feet) in a place where people often walk barefoot.

# XV - SAVOIR VIVRE AND USE OF THE LOCATION

Our house is not a hotel but our home that we willingly share with our guests.

The respect of a certain « savoir vivre » is expected from of all the guests in order to guarantee the peace and comfort of the location vis-à-vis the other occupants, guests and owners. Parties and other night nuisances are prohibited.

You are committed to being environmentally responsible.

Smoking is strictly prohibited throughout the house, including the bedrooms, even with open windows.

The guest house is located in the middle of pine forests, so you should be very careful if you smoke in the garden, especially in the particularly dry summer season.

Do not throw your cigarette litter on the ground in the garden, you risk triggering a forest fire, not to mention the non-degradability of cigarette filters. This recommendation also applies to your trips in the area. Don't throw your cigarettes out the window of your car, or while hiking or cycling.

Also, do not throw your cigarette litter on the terraces, including the pool terrace floor, so as not to damage them.

The client undertakes to leave the rooms in perfect condition at the end of the stay, and to declare and financially assume any possible degradation for which he could be responsible.

The children evolve within the property, house, garden, pool, under the full responsibility of their parents or accompanying adult.

The kitchen is not at the guests' disposal.

The rooms are equipped with a mini fridge to keep drinks cool, as well as a coffee machine and a kettle.

Out of respect for our guests dining at the table d'hôtes, picnics are not allowed. A list of nearby restaurants can be found in the Welcome Booklet.

# XVI - INSURANCES

It is recommended that the client has a private life liability insurance covering the resort risk. The owner is covered by a professional liability insurance.