



## LE CLOS DE LOUY - TERMS AND CONDITIONS

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### 1. Background

These terms and conditions are a legally binding document between the owners (“**we**”, “**us**”, “**our**”) and the tenants (“**you**”, “**your**”) for any short term rental of Le Clos de Louy of 111, Rue de Lossay - RESTIGNE (37140) (the “**Property**”).

### 2. Acceptance of these Terms and Conditions

You shall carefully read, understand and accept the terms and conditions of the Property before booking. Furthermore, you irrevocably consent to these terms and conditions when you agree and sign electronically the lease for the Property.

You must submit to the other occupants or users of the Property, any rules and guidelines of the Property.

These terms and conditions including booking and cancellation policies shall be applied without any restriction.

### 3. Rent

All prices are quoted in Euros inclusive of all taxes and local taxes.

Le Clos de Louy is fully furnished. The overall price displayed on the rental contract includes utilities (water, electricity, heating charges), bed linens and towels, welcome basket of toiletries, as well as internet, Deezer and Disney+ access. A cleaning end of stay is also included after your departure.

However, the overall price stated in the rental contract does not include any extra cost of cleaning due to an excessive dirtiness of the Property.

The overall price quoted on the rental contract does not include external services performed during the stay, which must be paid directly to the service providers concerned.

We rent by a week, from Saturday to Saturday.

### 4. Booking and payment

Reservation request of le Clos de Louy must be done through our website.

Once you have completed, checked and confirmed your reservation’s request on Le Clos de Louy website, you will receive an acknowledgement of receipt by email. Then, your request will be processed as soon as possible.

Subject to Le Clos de Louy availability, you will receive booking confirmation by email including the request for a non-refundable payment or for the full price of the rent to be made within 48 hours.

You shall also sign the lease and these terms and conditions.

Payment is made by bank transfer.

For any booking made more than 45 days prior to your arrival date, you shall pay a non-refundable advance payment of 40% of the full price to confirm the reservation.

The final payment of 60% must be paid no later than 45 days prior to your arrival date. **If we do not receive the full payment by this time, the booking will be cancelled by your fault** resulting in cancellation fees. In these circumstances, we reserve the right to lease the Clos de Louy back.

For any booking made 45 days or less prior to your arrival date, the totality of the rent is required.

For avoidance of doubt, the lease of the Property and these terms and conditions are subject to the first payment. Indeed, the booking is only effective upon our receipt of your payment of the non-refundable advance payment of the rental.

## **5. Our cancellation**

If, for any reason, we may refuse your reservation or we have to cancel your stay, we will refund your payment in total and we will not be held liable for it nor will we suffer any financial penalty.

If, for any reason, we have to modify your length of stay, you may choose between either:

- the cancellation of your entire reservation and a refund of the full price; or
- to agree the modification of your reservation dates and a refund of the price in proportion to the length of days already spent at Le Clos de Louy.

Furthermore, we will not be held liable for it nor will we suffer any financial penalty.

## **6. Your cancellation – no-show – earlier departure**

These hereby conditions of cancellation shall be applied in accordance with French time.

If you want to cancel your booking, your request shall be made by e-mail to the following address: [leclousdelouy@gmail.com](mailto:leclousdelouy@gmail.com).

Your request will be taken into account as from the date of its receipt.

If your cancellation is made less than 45 days prior to your arrival date, 100% of the total price of the booking is due to the owners of the Property.

We remind you that we do not refund, for any reason, the advance payment.

Furthermore, only the person who made the booking can stay at Le Clos de Louy. Your reservation cannot be sold.

If, for any reason, you do not respect your agreed arrival date without informing us, we will retain the total rental price. We reserve the right to dispose of Le Clos de Louy including to lease it back. You shall pay 100% of the price and no refund will be granted for any stay cut short.

## **7. Right of withdrawal**

According to the article L.121-21-8 12° of the French consumer Code, there is no right of withdrawal states in article L.121-21 of the French consumer Code.

## **8. Cautionary damage deposit**

You shall completely pay the security deposit on the amount of 1 000 euros (mille euros) at the time of payment of the total rental price by bank transfer.

However, you herewith agree to give us authorisation to deduct from the cautionary damage deposit any amount that we consider appropriate in the event of any damage and/or breakage to the Property while being leased to you.

If the Property at check-out is in the same state of repair and in the same clean and tidy condition as at your arrival, your agreement to use the security deposit will be revoked at least one month from your departure and the deposit order is cancelled.

In the case of any cancellation, the cautionary damage deposit will be immediately returned.

Access to the Property will be denied if full payment of the cautionary damage deposit has not been made at the time of full payment of the rent. The booking will be treated as a cancellation caused by you.

## **9. Check-in and Check-out**

You can get free entry to the Property between 4:00 pm and 6:00 pm. Appointments should be made ahead of time with us.

In the case of late arrival, you will be charged an additional fee for our hostess travel expenses. We will inform you of the amount of this extra charge in advance.

At your arrival, a proof of your ID will be required.

The Property must be vacated before 10:00 am.

At your arrival and your departure date, an inventory report will be established and signed by both parties.

## **10. Le Clos de Louy details**

Whilst we endeavour to keep our descriptions and photographs as up to date as possible, any descriptions and photographs displayed are for illustrative purposes only and subject to change. You agree the minor differences between the pictures, descriptive and the Property.

We strive to ensure these are realistic as far as possible. However, we reserve the right to make modifications and changes to the building and the furniture when deemed necessary.

## **11. Your use and occupancy of the Property**

The Property must be used for personal and leisure purposes only. It is strictly prohibited to perform any activity that is illicit in the destination in question during the stay including any commercial or professional activities.

You must carefully review rules and instructions for use available to you. You are responsible for taking all reasonable care of the Property and its contents. The Property and all fixtures, fittings, (equipment, utensils, furniture etc.) must be left clean and tidy at the end of your stay.

You are responsible for ensuring that Le Clos de Louy is not occupied by more than 8 people, corresponding to the number of beds in the Property. It is not permitted to pitch tents, to park caravans or camper on the Property. We reserve the right to refuse or cancel your reservation if these conditions are breached. In these circumstances, no payment will be returned.

A Weber Gas Barbecue will be at your disposal. For safety reasons, you shall carefully review the instruction before using the Barbecue and to close the gas cylinder after any use of it.

We cannot be held liable for any accident, personal injury, or for any material and non-material loss suffered by anyone due to the improper handling and closing of the gas cylinder.

Le Clos de Louy is equipped with a septic tank. Except for the toilet paper, it is forbidden to waste garbage in the toilet.

For reasons of hygiene, pets are not allowed in and on the Property.

Smoking is not permitted in the internal area of Le Clos de Louy. However, if necessary, a Medicis vase will be at your disposal outside, on the terrace for your discarded cigarette butts.

It is forbidden to use the Property for parties or gatherings without our consent.

It is strictly forbidden to set off fireworks inside Le Clos de Louy and close to the Château de Louy.

## **12. Rights of access**

For inspection purposes and to carry out any essential repair or maintenance work, the owner and his representatives have the right of access to the Property at any convenient time during the rental period.

## **13. The SPA**

A SPA with a capacity for a maximum of 7 people is at your disposal in Le Clos de Louy's garden during your stay.

You shall respect the SPA instruction manual and the rules stated orally.

For your convenience, a bathrobe and slippers will be provided. Nevertheless, the bath towels shall not be used outside the building.

After using the SPA, you shall switch off jets, bloomer, lights and put the float of brome back in order to preserve the water quality. You shall close the SPA with the clips of the SPA cover.

You are liable for the use of the SPA and its accessories.

Within the SPA area, it is strictly forbidden to : run, dive or jump into the SPA, drink alcohol or be under the influence of alcohol or drugs, and leave children without supervision. Parents are personally and solely liable for the supervisory of their children at any time and shall prevent the risk of drowning, whatever the proposed safety equipment.

We cannot be held liable for any accident, personal injury, or for any material and non-material loss suffered by anyone due to the SPA.

## **14. The swimming pool of the Château de Louy**

The swimming pool of the castle is private, not enclosed and reserved for the owners. You are not allowed to use it without our consent in writing.

If we agree to give you the access to the swimming pool, we highlight that you shall take every necessary precaution to ensure the safety of the users of the swimming pool despite the safety equipment provided. Around the swimming pool, it is firmly forbidden to : run, dive or jump into the swimming pool, drink alcohol or be under the influence of alcohol or drugs, and leave children without supervision. Parents are personally and solely liable for the supervisory of their children at any time and shall prevent the risk of drowning, whatever the proposed safety equipment.

We cannot be held liable for any accident, personal injury, or for any material and non-material loss suffered by anyone due to the swimming pool facility.

Furthermore, you shall close the electric pool cover and its safety clips after any use of the swimming pool. If the swimming pool is not safely closed, you will be liable for any accident, personal injury, material and non-material loss or whatsoever suffered because of this.

## **15. Service providers**

We do not offer or contract any obligation under service providers. We only rent Le Clos de Louy.

Nevertheless, we may put you in touch with external service providers we have referred to.

If you intend to use an external service provider (registered or not), you undertake to request the prior written agreement of the owners.

All services are also subject to the availability of the service provider concerned and must be requested before the stay.

We cannot for any reason be held liable for any failure to comply with the obligations under these contracts between you and service providers. Moreover, we cannot for any reason be held liable for death or personal injury suffered by anyone at the Clos de Louy during any of these service providers.

## **16. Intellectual Property**

You are allowed to take pictures of the Property area but you do not have any right of commercial exploitation or to publish these pictures in any medium.

## **17. Liabilities**

We cannot be held responsible for any death or personal injury in any circumstances occurring to you or to any person at Le Clos de Louy.

You shall take every precaution necessary to ensure the safety of your goods. We cannot be held liable for any theft, loss, damage or delay due to any circumstances beyond our control including, but not limited to, bad weather, fire, accidents, mechanical breakdown, strike action or any shortcomings within any public service supply. In such cases the contract shall lapse. Consequently, we will refund any sum you have paid to us on pro rata basis of the stay which shall constitute full and final settlement of any liability we may have to you.

Furthermore, we cannot be held liable for any failure in the reservation procedure in the case of force majeure, *fait du tiers* (because of any third party), or of your fact, including unavailability of the internet network, computer virus or if your payment is refused by you bank.

We cannot be held liable for any noise or disturbance from outside the Clos de Louy which are beyond our control.

Any behaviour contrary to morality and public order will lead us to ask you to leave without any compensation or reimbursement

Any damage caused by you or any occupants during your stay must be reported without delay. You will be liable for any damages and the cost of the repair or replacement must be agreed with, and paid to, us.

## **18. Safety and valuable item**

For your safety, Le Clos de Louy is equipped with an alarm system that is connected to a security company.

We cannot at any time or for any reason be held liable for any thefts, item's damages, and criminal act or assault that you suffered or committed into the rental area. Consequently, to prevent theft and any other offences, you shall take every precaution necessary including to lock up Le Clos de Louy and turn on the alarm each time you will leave the Property.

## **19. Insurance**

You certify have taken out and maintained an assurance company that is known to be solvent that cover the risks of thefts, fire, and water damage for the risks associated with your stay, the tenants' risks, the furniture of the Property, and any appeal by the neighbours.

Furthermore, all the occupants of Le Clos de Louy must be covered by a Civil Responsibility Insurance.

## **20. Governing law**

These general terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of France.

For the avoidance of doubt regarding the interpretation of these general terms and conditions, the French translation (which is hereby attached and available on the Louy website) shall prevail.

## **21. Jurisdiction**

If any dispute arises in connection with these general terms and conditions, the parties agree to attempt in good faith to resolve the dispute through an amicable resolution.

If the dispute cannot be settled amicably, each party irrevocably agrees that the courts of France shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).