# DOMAINE ECOTELIA **GENERAL TERMS AND CONDITIONS**

( December 12th, 2017)

ECOTELIA, simplified joint stock company with a capital of 200,000 euros, having its head office in LE NIZAN (33430), 5 lieudit Tauzin, registered with the trade and companies register 800 070 971of BORDEAUX, VAT number : FR14 800070971, contact@domaine-ecotelia.com, Tel number : 05 56 65 35 38.3 stars.

### Article 1 - Scope of the General Terms and Conditions of Sale

Each customer acknowledges having read these general terms and conditions prior to any stay reservation, for him or any person involved in the stay.

In accordance with the applicable law, these general terms and conditions are available to any customer for information and prior to the conclusion of any stay sales contract. They are available on the website « ECOTELIA ». They are also available upon written request to the company head office.

They also apply to any person who will stay within the domain.

The Domaine Ecotelia is only open to touristic stay, to the exclusion of all others.

### Article 2 - Reservation conditions

### 2.1 Prices and condition of payment

The prices for stavs are mentioned in euros. VAT included. The customer's attention is also drawn to the fact. that the tourist tax is not included in the price and must be paid on site.

The prices published on the website can be modified depending on the economic conditions or regulatory provisions. Only the price written on your voucher or other confirmation mail shall prevail.

### 2.2 Deposit

A deposit of 30% of the total amount of the stay must be paid during the reservation. The balance of the stay mus be paid, without any reminder from us, no later than 30 days prior to the commencement of the rental, or at the arrival for customers who did not make a reservation. Any reservation made less than 30 days prior to the arrival date must be paid in full during the confirmation.

Balance payment : in the event of non-payment by the agreed date, ECOTELIA reserves the right to consider that the customer cancelled his reservation and to keep the amounts already paid.

### 2.3 Reservation modification

There will be no discount in case of delayed arrival or early departure.

### 2.4 Cancellation

Any reservation with an outstanding balance in accordance with general sales conditions will be cancelled.

In case of cancellation, ECOTELIA withholds an amount whose total depends on the cancellation date: More than 45 days prior to the date, 10% is debited for management fees. Between 45 days and 30 days prior to the stay : 30% of the rental price. Less than 30 days before, ECOTELIA keeps the amount of the rental.

For any unreported delay, the rental becomes available twelve hours after the arrival date, mentioned on the reservation contract. After the deadline, and without written message, the reservation will be cancelled and the due amounts will be retained.

For a group reservation or a privatization of the Domaine, any reservation is firm and final. You cannot cancel a stay afterwards or modify the number of reserved accommodation. **2.5 Withdrawal** 

The legal provisions relating to the right of withdrawal in case of distance sales provided for in the French Consumer Code shall not apply to touristic services (article L.121-20-4 from the French Consumer Code).

Thus, the customer does not benefit from the right of withdrawal for any order of a stay at the domain ECOTELIA.

### 2.6 Optional cancellation insurance

We offer an optional Cancellation and Interruption insurance. In case of a cancellation motive covered by this insurance, this one will allow you to get a total or partial refund of your stay, under the conditions provided for in the contract. We do recommend to take this insurance.

Our partner Gritchen Affinity undertakes to reimburse the whole or a part of the stay to customers having taken the Campez Couvert insurance. In case of cancellation, it is necessary to notify us of your withdrawal as soon as the event preventing your departure occurs, by mail or e-mail. If the loss is provided for in the general conditions (available on the website <u>www.campez-couvert.com</u> or with the Domaine), notify the insurer within the 48 hours and provide all the necessary information and written proof.

### 2.7 Gift voucher

Any reservation made with a gift voucher (gift voucher bought on our website or with a partner, Smartbox, Wonderbox) is considered firm and final and cannot be cancelled afterwards.

### Article 3 - Stay conditions

### 3.1 Arrivals/ Departures

You can take possession of your rental from 4 pm and before 7 pm, the day of your arrival. You should leave before 11 am, whatever the accommodation is.

Please respect the set schedule. Outside this schedule, the reception is not guaranteed. In case of late arrival or last minute impediment, it is imperative to notify us. The management cannot be held liable for

the costs incurred (hotel, restaurant...) by the customer's inability to appear during these hours.

Any rental is named and cannot be conceded or sublet.

Any stay interruption could not result in any reimbursement or report.

The number of persons per accommodation corresponds to the authorized maximum occupation, given that the available equipment and for insurance and security reasons.

Nobody cannot be accepted on the domain without the management's approval.

Each accommodation's equipment is subject to a numbered inventory communicated to the customer who is required to control at his arrival, to report any anomaly, and to give it back signed, the same day.

# 3.2 Security deposit

A security deposit of 200 euros per accommodation will be required the day of arrival. In case of a stay lasting more than three nights, the security deposit is 400 euros. The payment shall be made by credit card, check or in cash. It will be reimbursed within the 8 days following your departure, if there is no identified deterioration. The inventory is made within 24 hours.

The missing objects or deterioration invoicing will be added to the price of stay as well as the deaning if the accommodation is not left perfectly dean. In this last case, a deaning lump sum of 90 euros will be invoiced. This invoicing will be taken from the security deposit and the possible surplus daimed to the customer.

The security deposit will be reimbursed within maximum eight days.

### 3.3 Departure

For any return of the keys or departure of the accommodation after 11 am, you will be invoiced an extra night. Any stay extension request shall be expressed at least 24 hours before the expected departure date. It can only be accepted according to the reservations schedule.

The tenant, this contract's signatory, concluded for a fixed period, will not be able to, in any circumstances, avail himself the right to stay in the premises after the renting period.

### **3.4 Modifications**

Any modification in terms of dates, location, duration, number of persons of family composition shall be validated by the domain ECOTELIA. It could be subject, if appropriate, to an extra invoicing. By no means ECOTOLIA can undertake your reservation modification in a way, as it is compelled to follow the reservation schedule. In case that the modification is not possible, the stay shall be fully paid.

In case of exterior events beyond our control, we could modify or cancel your stay. We will thus offer and according to the availabilities, an equivalent stay with different dates and accommodation. If you are satisfied with the offer, the total of the amounts paid will be reimbursed, no other indemnity could not be claimed.

In case of highly unfavorable weather : storm, freeze or hurricane, we reserve the right to relocate the customers, in another accommodation in accordance with the availabilities, without additional charges.

### Article 4 - Stay information

# 4.1 Laundry:

The bed and bathroom linen is provided for all the accommodations.

Please make sure to have dothing adapted to rural setting. For the castles in trees and « palombières » (dove houses), make sure to have adapted luggage ( narrow stairs).

# 4.2 Heating

The accommodations are equipped with heating, except from the safari tents, caidal tents and yurts.

In the accommodations not equipped with heating, our hosts can turn on stove between October and March, depending on temperatures. Besides these periods, it is possible to book the heating (paid service : 15 euros per night) in April and May.

# 4.3 Breakfast/ Meals :

breakfast is served in a basket from 9 am, at your accommodation's door or at the foot of the huts in the trees and « palombières »(dove houses), ( using a pulley system). You will thus be able to take advantage of the first sun lights on the terrace or the inside comfort.

You can also order gourmet baskets and eat them in the common premises at your disposal, on the reception terrace or the accommodations.

Drinking and eating within the natural pool is forbidden.

# 4.4 Organizing you stay/sport activities:

Ideas of rides and activities on our website. You will also find all the documentation about the region and proposed tours at the reception desk.

Later on, you will find here a bicycle rental. These bicycles are rented for the day in a very good condition. Prior to the rental, a good condition control will be made as well as at the arrival. If any deterioration is identified once back, we will be compelled to invoice the restoration.

You will find at your disposal, at the reception desk, different ideas of bicycle rides.

### 4.5 Natural swimming pool:

You will find on the website, a natural swimming pool. This natural swimming pool is accessible to adults and accompanied children. Children will not be able to stay alone in this area and shall be looked after by their parents. There will be no derogation. The owner is allowed to forbid the access to non accompanied children for security and insurance reasons.

As the fauna and flora replace the chlorine, using the natural swimming pool results in some requirements which shall be respected. Swimming trunks are particularly forbidden in the swimming pool.

### 4.6 Parking space :

A parking space is provided on the domain for touristic vehicles. It is forbidden to park outside of the parking space provided for the purpose. The access to the Domaine is forbidden to utility or professional vehicles, except for the Domaine deliveries.

# 4.7 Cleaning- Respect of the premises :

You should leave the accommodation perfectly clean and in order, to give back the lent equipment to the reception desk before leaving. Otherwise, after contradictory inventory, the amount corresponding to the restoration with a minimum of 90 euros will be immediately due and will lead to security deposit blocking.

It is strictly forbidden to smoke inside the accommodations, the common premises as well as the surrounding woods in order to conserve the environment and prevent fire incident.

Concerned to conserve our environment, we ask our residents to respect the instructions of the selective sorting, given at your arrival.

Please respect the surrounding. fauna and the flora.

### 4.8 Animals:

Pets are not accepted in the accommodations nor on the domain,

except for guide dog, in order to respect the residents' peace and

not to disturb animals naturally present on the domain. In case that

this clause is not respected, the stay can be refused. In that case,

no reimbursement will be made.

### Article 5 - Insurance - Responsibility

### 5.1 - Insurance - Responsibility :

The tenant certifies to be covered by a liability insurance covering his responsibility.

Children and young people aged under 18 years are under the total responsibility of adults, accompanying them.

Young children can climb in the huts and walk on the bridges and terraces under the responsibility of adults, accompanying them.

For natural swimming pool, please read the article « sport activities and natural swimming pool » and the rules posted at its entrance.

### 5.1 - Valuables :

It is recommended to keep the valuables in the accommodations. In case of loss or theft, the domain ECOTELIA will not be held liable for it.

A safety box is available at the reception desk for your valuables.

If, during your stay, some personal items are forgotten in the accommodation, the domain ECOTELIA could send them back to you within 8 days, after having received the related shipping fees. ECOTELIA will not be held liable if they are not found.

# 5.3 - Claims :

Any claim concerning a stay shall be sent by registered letter with individual return receipt requested, within 30 days following the stay and addressed to ECOTELIA.

In case of dispute and after having referred it to the « customer » service of the establishment, any customer of the Domaine is allowed to refer to a Consumer ombudsman, within maximum a year from the date of the written claim to the owner, by registered letter with individual return receipt requested.

In accordance with the article L. 152-1 of the French Consumer Code, you can freely ask for the mediation service MEDICYS to which we refer :

email: www.medicys.fr,

Or mail : MEDICYS, 73, Boulevard de Clichy 75009 Paris

# Article 6 - Applicable law

These general conditions are subject to the French law and any dispute relating to their application is within the juridiction of the court of first instance or the trade court of Bordeaux.