



GENERAL CONDITIONS OF SALE FOR BED & BREAKFAST and TABLES D'HÔTES And HOUSE RULES

PREAMBLE :

These general conditions of sale are intended for the use of the reservation of stays in bed and breakfast at " La Maison Mand'Or ", 5 rue de la Mairie 52200 Mardor, France.

The reservation of a room implies the acceptance of the General Conditions set out below in their entirety.

They constitute the booking contract between the owners, Sylvie Herrera (Chambres d'hôtes - SIRET : 79063870400029), Pascal Herrera (Tables d'hôtes - SIRET : 41365690100027) and the customer of a stay in a guest room. The owners are committed to personally ensure their accommodation with all the desirable attentions allowing to facilitate their stay and the knowledge of the region. Our guest rooms are not a hotel or a public place.

Only guests staying at "La Maison Mand'Or" are allowed to use the common areas and the pool. The public cannot freely access them. Guests are not allowed to bring their family or friends. Other travelers may be present as well. Two rooms with private bathroom are available for rent :

- The room " Plume " with a maximum capacity of 2 persons
- The room " Forêt " with a maximum capacity of 3 persons

"La Maison Mand'Or" does not welcome children under 16 years old.

In application of article R. 611-42 of the code of entry and residence of foreigners and the right of asylum, and for the purposes of prevention of public order disturbances, judicial investigations and research in the interest of individuals, hoteliers, licensees of villages and family vacation homes, residences and residential tourism villages, renters of furnished tourist accommodation and guest rooms, licensees of camping sites, caravan parks and other developed sites are required to have the foreigner (including a European Union citizen) fill out and sign an individual police form upon arrival, the model for which is set by joint order of the Minister of the Interior, the Minister of Immigration and the Minister of Tourism.

The refusal by the foreign customer to fill in and/or sign the police form is considered as a legitimate reason for the licensee to refuse the sale.

1/ DURATION OF STAY :

The present contract, accepted by the client, is concluded for a duration determined at the time of reservation. The customer will not be able to take advantage of any right to remain in the premises except with the agreement of the owner.

2/ FARES :

The prices indicated on the present site are prices in euros "VAT not applicable, article 293 B of the General Tax Code" per room and per night, for the number of persons and for the chosen dates. Our prices include all taxes. Breakfasts are included in the price. The tourist tax will be indicated in addition when invoicing the balance.

Rates and offers are subject to availability at the time of booking and may not be renewed for subsequent bookings. The conditions, rates and offers are non-contractual and may be modified without notice.

3/ RESERVATION :

Reservations can be made by email, by phone directly with the owner, through a reservation platform.

All reservations are accompanied by a written confirmation made to the customer (email or mail).

- No deposit will be asked for 1 night only.
- A deposit of 30% of the total amount of the stay will be requested for **2 nights or more.**

Deposits are non-refundable and are deductible from the total bill on the day of departure. Deposits must be paid within 7 days from the date of the reservation request and will be cashed on receipt. The reservation is recorded and confirmed by email. The payment of the deposit implies the acceptance of the present general conditions of sale.

4/ METHOD OF PAYMENT OF THE DEPOSIT :

Payments by check or bank transfer.

- Bank check - bank domiciled in France (payable to Sylvie Herrera).
- Bank transfer - (exclusively in euros) to the account of Sylvie Herrera (RIB provided on request). The transfer costs are the sole responsibility of the client.

It is accepted that the balance of the stay, and all additional services (meals and drinks) are paid at the end of the stay. The non-contestation, written within 24 hours of the service provided (room and table d'hôte), obliges to its complete payment at the posted price. The balance can be paid in cash, by check or by credit card.

5/ TOURIST TAX :

The tourist tax is a local tax that the client must pay to the owner who then transfers it to the public treasury. It is not included in the price of the room. Rates are per night and per adult (*See fare in the "fares" tab or in the room*).

6/ RESERVATION MODIFICATION AND CANCELLATION :

Any modification or partial or total cancellation of a reservation by the client must be requested directly from our establishment, either by mail or by email. This request for modification or cancellation will be effective only when " La Maison Mard'Or " will have confirmed its acceptance by mail or email.

For bookings of 1 or 2 nights: free cancellation at any time.

If a deposit is paid for 3 nights or more:

- If the cancellation is made more than 15 days before the arrival date, the amount paid at the time of booking will be refunded.
- If the cancellation is made less than 15 days before the arrival date, the 30% deposit will be retained. If the customer so wishes, he or she may be rebooked on another stay within 6 months of the first reservation, subject to availability at 'La Maison Mard'Or'.

In the event of a no-show, or if the customer shortens their stay :

'La Maison Mard'Or' reserves the right to invoice and claim or deduct the total amount of the planned stay, including the reservation of additional services ordered (table d'hôtes, etc.).

In the event of cancellation by Maison Mard'Or :

If 'La Maison Mard'Or' is obliged to cancel the booking before the start of the stay, the owners must inform the customer either by post or by email for a booking of 1 or 2 nights. For stays of 3 nights or more, the customer, without prejudice to any claims for damages, will be reimbursed immediately for any sums already paid on account.

Please note that cancellation insurance is not included in our prices. We therefore strongly recommend that you take out such insurance.

7/ RESPONSIBILITY :

The customer certifies to be covered by a civil liability insurance covering his responsibility and that of his family. The customer agrees to return the rooms of hosts in perfect state at the end of the stay, to declare and assume financially, any possible degradation for which he could be responsible. "La Maison Mard'Or" declines any responsibility in case of theft, loss, degradation of personal effects and/or damage or injury to the goods or people being on the property, whatever the cause. Valuables (jewelry, multimedia devices, various means of payment, etc.) should not be left in the rooms or in parked vehicles. "La Maison Mard'Or" declines any responsibility in case of disappearance of these objects. In case of forgetfulness in the room at the end of the stay, the effects can be sent to the concerned person, on his request and at his expenses.

8/ ARRIVAL TIME :

We want to welcome you in the best possible conditions. We therefore invite you to plan your arrival between 5.30pm and 10pm. Early arrivals, for example to drop off luggage so that you can visit the neighbourhood in a less vulnerable vehicle, are possible by prior arrangement. (Bear in mind that it is always possible to organise a slightly later or earlier arrival if we are given advance notice - essential in this case).

All the facilities of the house and garden, parking, swimming pool, terrace, patio are accessible only from the moment we have welcomed you from 5:30 pm. At the time of your arrival and after the introductions, we will fill in some formalities together: INDIVIDUAL POLICE FORM (for foreign tourists) and breakfast sheet.

9/ DEPARTURE TIME :

On the day of departure, clients must vacate their rooms by **11:00 am**. Any departure after 11:00 am will result in the billing of an additional night. All the equipment of the house and the garden, parking, swimming pool, terraces, patio will not be accessible after the departure time of 11:00 am.

10/ CHANGE OF ROOM :

Without the customer being able to prevail himself of any compensation, " La Maison Mard'Or " reserves the possibility of changing the room initially reserved by the customer by a room of same capacity. In such a case, the cost of the reservation remains unchanged.

11/ CAPACITY :

The present contract is established for a precise number of persons. If the number of guests exceeds this number, the owner has the right to refuse additional guests. This refusal will 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.

12/ BREAKFAST (included in the overnight stay) :

Your continental breakfast (hot drinks, pastries, bread, jams, local honey, cheese, yoghurts, muesli, and fruit juices) will be served between 7:30 and 9:00 am each morning in a place that will be indicated to you the day before (dining room or patio depending on the weather and your preference...) An earlier breakfast is possible on request.

13/ TABLE D'HÔTE - la Table de Mard'Or (Home-made cuisine with seasonal products) :

If you wish to dine in the evening during your stay, don't forget to let us know when you make your reservation, or to telephone us at least 48 hours in advance to let us know. The menu consists of a starter, main course and dessert (drinks extra).

Dinner is served at 19:00 and can be adapted to your arrival time, up to 20:15. (Drinks not included).

IMPORTANT : do not forget to report any food allergy or intolerance.

For the protection of minors, the sale of alcohol is forbidden to minors under 18 years old.

Fare not included in the price of the room (See fare in the "fares" tab or in the room)

14/ PETS :

Pets are not allowed, except for **utility animals** (guide dogs), which are admitted free of charge. In case of non-respect of this clause by the customer, the refusal to accept the animals and its owners by " La Maison Mard'Or " cannot be assimilated to a modification or a breach of contract at the initiative of the owner. So that in the event of departure of the customer, no refunding can be proposed. Clients are fully responsible for any damage caused by their pets. During their stay at "La Maison Mard'Or", the animals remain under the sole responsibility of their owner. Dogs must be kept on a leash within the property. We ask you to collect your pet's waste in a plastic bag, well closed and put in the trash. Your pets must not be left loose in the room when you are away (for breakfast for example) or when you leave the site. Any damage or soiling caused by your pet will be invoiced.

15/ ART OF LIVING AND USE OF THE PLACE :

The use of candles and smoking is strictly prohibited in the rooms and throughout the property.

The respect of a certain "art of living" is requested from all the customers to guarantee the quietude of the place and the comfort of all. The client agrees to respect the rules of good manners in the rooms and in the present general conditions of sale. The client agrees to respect the quietness of the place from 10:00 pm to 8:00 am.

We ask our guests to dress appropriately at all times, and to be dressed and shod when moving about in the common areas and outside.

The living room, patio, garden and pool are areas shared by the owners and their family and friends.

Private areas are not left for the free use of guests. If it is essential to put medicine or food in the refrigerator, this will of course be possible.

An unattended parking lot is available to our guests along the street. Motorcyclists can use a garage free of charge to store their motorcycles.

Concerning stays of 2 days or more : for the proper functioning of the Maison Mard'Or, **the premises (room and outside) must be unoccupied between 11am and 5pm.** The region offers beautiful walks or places to visit that we will not fail to indicate to you. Thank you for your understanding.

16/ ROOMS WITH PRIVATE BATHROOM :

Our rooms have been carefully decorated and prepared to make each guest feel comfortable. We invite you to take care of this living space in which you will stay. Other guests will follow you and enjoy the place as you did. The furniture, the bedding, the paintings, the ornaments, the bathroom are there to contribute to your well being during your stay. By respecting the place and the objects, you respect us (no moving the furniture nor jumping on the beds)

Thank you for not throwing anything in the toilets except toilet paper, a trashcan is available in the bathroom. The lift pump evacuation system is very expensive. The non-respect of this rule will entail a repayment of the expenses caused in the event of toilets blocked by some objects other than toilet paper. For the toilet, soap and shower gel are at your disposal as well as cotton and paper tissues.

The rooms are not designed for washing and drying clothes on the windows. The towels provided in your room are for toilet use only. Please do not use the towels for make-up removal or shoe cleaning. If anything is soiled or damaged on purpose, you will have to pay for it.

Meals are not permitted, although a tolerance is allowed.

The consumption of alcohol other than that sold at Maison Mard'Or is FORBIDDEN.

We offer table d'hôtes and drinks for sale. If you are going to consume your own food and drink in the room, please take your rubbish, cans and other bottles with you. There is a rubbish bin at the entrance to the village. A sorting bin is located on the landing for your other waste.

Please report any problems or damage upon arrival as soon as possible.

It is standard in a guesthouse that the bed is made by the residents and their belongings put away. However, we do a daily verification to make sure you have everything you need and to check that everything is going well (we empty the garbage and renew the linen if necessary).

Guests can also have free access to Wifi. *Illegal downloading is prohibited.* USB plugs, a courtesy tray containing a kettle with coffee and tea bags are available in your room. The room does not have a television.

Any disrespectful attitude towards other guests and/or the facilities may result in the immediate cancellation of the reservation.

The owners of "La Maison Mard'Or" are sensitive to the protection of the planet and wish to contribute to the protection of the environment by minimizing the footprint of the operation of its host structure.

Simple and not very restrictive measures can do a lot. We therefore count on your collaboration to avoid leaving lights on unnecessarily, not letting the water run and moderating the flow during showers, turning off the radiators with the windows open, and avoiding using all the towels at your disposal if you don't really need them. We thank you in advance for your understanding and cooperation.

17/ SWIMMING POOL :

In accordance with French regulations on the use of family swimming pools open to guests, in order to avoid accidents that could happen to children and in order to allow a pleasant use for all, here are the rules for the use of the swimming pool :

The only fact of using the swimming pool commits the user to accept these rules.

The pool (width 5 m, length 10 m and depth 1,60 m, not heated) is open from June to September, from 10:00 am to 12:00 pm and from 2:00 pm to 6:00 pm. It is equipped with a Visiopool alarm system, controlled by immersion, standard NF 90-307-1 2009. The water is regularly tested.

After 6:00 pm, the pool is no longer accessible except on request to the owners of "La Maison Mard'Or".

The pool is reserved only for family members and friends of the owners, and for guests staying in the guesthouse.

The pool area is a place of tranquility and relaxation. All noisy games are forbidden.

Users agree to rinse off under the sun shower after using sun cream or oil before swimming, and not to bring food or drink to the pool.

The towels in the rooms are not intended to be used outside the rooms (towels can be provided on request).

It is forbidden to spit, urinate, blow one's nose or pollute the water of the pool. Users must wear a bathing suit. The swimsuit must be decent and in good moral taste (no topless).

The owners, upon repeated failure to comply with any of the articles may withdraw the authorization they have previously granted without compensation of any kind.

The owners cannot be held responsible if the pool is temporarily unavailable for maintenance. The "Maison Mard'Or" reminds the customers of the absence of supervision of the swimming pool.

All swimming must be done under the constant supervision of adults able to intervene quickly in case of danger.

Access to the pool and its surroundings is forbidden to unaccompanied minors. They must be under the active and vigilant supervision and sole responsibility of their parents.

All users of the pool must be covered by a civil liability insurance for defense and recourse.

"La Maison Mard'Or" accepts no responsibility for accidents or drowning.

18/ COVID-19 :

"La Maison Mard'Or" accepts last minute modifications and cancellations of stay if a new confinement or a restriction of circulation were to be decided by the French government or the government of the place of main residence of the customer. "La Maison Mard'Or" allows itself the right to refuse the service if a customer does not respect the barrier gestures or does not wear the mask or hand gel according to the sanitary protocol. The customer being warned, the payment of the stay will be due in its entirety. In case a client presents symptoms during his stay, the establishment will impose isolation in his room and a temperature check. If the client refuses or if the client voluntarily hides symptoms, the establishment is entitled to refuse service and terminate the stay. The rest of the stay will be due. The client entering the establishment declares that he/she does not have any of the symptoms of COVID-19.

19/ PROMOTIONAL OFFERS - GIFT CARDS :

- Promotional offers :

"La Maison Mard'Or" can make promotional offers on its site, relating to hosting service provided on a date or according to a given periodicity for which no cancellation is possible (the article L121-20-4 of the code of the consumption). The promotional offers of "La Maison Mard'Or" are not cumulative between them.

- Gift cards :

"La Maison Mard'Or" makes available gift cards on request. A gift card is to be paid in its entirety by the purchaser. The payment can be done by transfer, bank card or by bank check sent by mail.

After the payment has been received, an invoice is sent to the buyer and the gift card is sent, depending on the choice made to the buyer or to the beneficiary at the address indicated by the payer. (A gift card is valid for one year from the date of issue. It can be used all year round. A gift card cannot be reimbursed or exchanged for cash and cannot be transferred to a third party. In case of modification of our prices, no supplement will be asked.

Use of a gift card: When the beneficiary of the gift card books the date of his or her choice, according to our availability, he or she becomes a guest and is subject to the general conditions of sale of our guest rooms (articles 1 to 11 above). All the services are proposed according to our availabilities.

If the beneficiary of the gift card does not show up on the reserved date, the gift card is considered lost and cannot be used at a later date. In case of non-use, loss or destruction of the gift card, neither the buyer nor the beneficiary can claim a refund or any compensation.

20/ LITIGATION : This contract is governed by French law. All disputes to which this contract could give rise, concerning its validity, interpretation, execution, termination, consequences and consequences will be submitted to the competent courts under the conditions of common law. This contract and its consequences are subject to French law.

21/ MEDIATION : In accordance with Articles L.616-1 and R.616-1 of the Consumer Code, Sylvie Herrera has set up a mediation system for consumption. The mediation entity retained is: CNPM - MEDIATION - CONSOMMATION. In case of dispute, you can file your claim on its site: <http://cnpm-mediation-consommation.eu> or by mail by writing to CNPM - MEDIATION - CONSOMMATION - 27 Avenue de la Libération 42400 SAINT-CHAMOND.

22/ MODIFICATION OF THE CONDITIONS OF SALE :

These conditions of sale are subject to change at any time without notice. The acceptance and the respect of these conditions of sale are considered acquired as soon as the deposit is paid.

23/ PROFESSIONAL INSURANCE :

Sylvie Herrera has taken out an insurance policy with the CIC - Professional Multirisk Contract
ref : 18 1016307

24/ BUSINESS LICENSE :

The restaurant license n°OAF20230524 was issued to Pascal Herrera on Mai 17, 2023 in application of article L.33321-1 of the Public Health Code.

Pascal Herrera followed specific training in food hygiene adapted to the activity of commercial catering establishments from May 15 to 25, certified by the OAF SAS organization.

If you are kind enough to give us some time, we will be delighted to receive your comments directly. We are open to any suggestions either on the guestbook of our site, on Google or via the site you came to know us. THANK YOU in advance!

Wishing you a pleasant stay, we remind you that we will never be far away and that you should not hesitate to contact us if you need advice or have any questions about your stay or the region.

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