

# Domaine de Chantageasse

3 Chantageasse ~ 17400 ~ Asnières la Giraud ~ France

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No. SIRET 502368624 00016 RCS Saintes - Code APE 5520Z - No. TVA intracommunautaire FR06502368624

## General Rental Conditions Groups

### Booking enquiry

The booking enquiry received is subject to a quote drawn up by us. The quote will remain valid for 2 weeks but is not a guarantee of availability of Domaine de Chantageasse (hereinafter "we"/"our").

### Reservation and final agreement

The enquiry becomes a definitive reservation after the main booker (hereinafter "you"/"your") has delivered the following;

- Name, surname, address, phone number, e-mail address
- The quote specifying the elements of your booking enquiry, all pages, signed
- The General Rental Conditions Groups, signed
- The deposit by bank transfer or when on-site by payment card\* or in cash. We don't accept any cheques

You will receive an invoice specifying the elements of your reservation, the bank details of Domaine de Chantageasse and the prices and dates of payments made and still to be done.

The final agreement, one week before the event, requires;

- The final quote, specifying the elements of your booking, signed
- The final balance by bank transfer, or when on-site by payment card\* or in cash. We don't accept any cheques
- The damage deposit by bank transfer or when on-site by payment card\*
- A valid certificate of liability insurance or copy of policy, stating insurance in France

### Payment

The deposit depends on the elements of your booking and varies between 30% and 50% of the invoice total. The reservation will be effective upon receipt of the deposit. Payment of the deposit constitutes acceptance of all our general rental conditions. Any changes occurring within one week of the event will only be accepted based on availability and supplements will be invoiced. The balance is due at least one week before the event, by bank transfer or when on-site by payment card\* or in cash. French cheques are accepted only for the security deposit.

Any changes during the event are subjected to additional invoicing, to be paid within one week after receipt of the invoice.

### Damage deposit

The damage deposit amount depends on your booking but is a maximum of €1000. The damage deposit is due one week before the event by bank transfer or when on-site by payment card\* or in cash. It will be returned after checking the Domaine, spaces and equipment rented and cannot be used as a residual payment.

The damage deposit may be withheld without further notice in case of non-payment of sums due, late cancellation or damage due to improper use of spaces, facilities, pool or equipment.

## Force majeure and cancellation by Domaine de Chantageasse

There is force majeure when an event outside our control which could not reasonably be foreseen when the contract was concluded and whose consequences cannot be avoided by appropriate measures prevents the fulfillment of our obligation. Considered force majeure, but not limited to: Strikes, fires, work interruptions, machine failures, shortage of raw materials, failure of suppliers, stagnation of deliveries, transport difficulties.

If the impediment is temporary, we will suspend the agreement unless the resulting delay justifies the termination of the agreement. If the impediment is final, the agreement will automatically terminate and both parties will be relieved of their obligations and the funds already paid will be refunded.

## Cancellation and changes by renter

If you cancel your event up to 6 months before, we will refund the entire amount minus € 100 service fee.

If canceled within 6 months before the start of your event, the cancellation fee will be 30% of the total sum.

If canceled within 3 months before the start of your event, the cancellation fee will be 60% of the total sum.

If canceled within 1 month before the start of your event, the cancellation fee will be the total sum.

If canceled within 7 days before the start of your event, the cancellation fee will be 30% of the total sum.

The cancellation fee will never be lower than the costs already incurred at the time of cancellation.

Amendments can only be made in consultation and only if there are no costs already incurred by us for your event.

All changes made from 3 weeks before and during the event will only be accepted subject to availability and feasibility and without any refunds. All additional charges due to changes will be invoiced immediately or immediately after your event and must be paid immediately after receipt of the invoice.

## Cancellation in case of sale of the property

When the renter makes a reservation with the knowledge that the property is for sale, renter agrees to all the terms and conditions here mentioned.

We reserve the right to the renter to terminate the contract up to 6 months before the event without any costs, payments already made are refunded.

We reserve the right to the renter to terminate the contract up to 4 months before the event without cancellation fee, payments already made are refunded except the service fee.

After this period, the standard cancellation conditions take effect.

If the property is sold, the reservation is automatically cancelled, parties are released from their obligations and payments are refunded only if both of the following conditions apply; the buyer does not accept the reservation already made at the time of signing the sales contract and your stay on the property takes place after the date of the exchange of the keys.

In this case; we contact the renter immediately to report the cancellation, we renounce any obligation to provide another accommodation/location, we do not provide financial compensation and we cannot be held liable for any consequential costs.

If the buyer accepts the booking and the event is scheduled after the key date, the reservation will be transferred to the buyer and the seller's group terms and conditions will expire, any change regarding the booking and the stay/event will require the agreement of the buyer.

## Cancellation due to Coronavirus

We adapt our policy to the current guidelines for travel from the French and English governments.

You can find the guidelines on the relevant websites.

Only in the event of a travel ban to France due to corona virus, issued before your departure and applicable during your booked event, we will cancel your stay free of charge and we will refund the money already paid minus the costs already incurred by us for your event and € 100 service charge.

If you yourself cancel or cut short your booked event because you are unable or unwilling to travel to or within France due to the corona virus, our general cancellation conditions apply.

## Beds and changes

The quote indicates with how many people you will be staying. This number cannot be exceeded without our knowledge. Let us know in advance if you have extra people staying the night or spending the day. Supplement will apply.

The organization of rooms and designated beds will be in consultation with Domaine de Chantageasse.

Changes in sleeping arrangements are accepted until 3 days before the event. Within 3 days before the event and during your event there will be an extra charge for every bed moved, every change of linen.

The costs are in addition to your price per night. The beds/nights booked but no used will not be refunded.

## The Domaine and private use

The domain is made available with the rented spaces, rooms and public facilities, on the dates and times specified in the quotation you signed. Exceeding agreed hours or use of non-agreed spaces and facilities will be subject to additional invoicing. All facilities are subject to normal use and at your own responsibility.

The Domaine is only for private use if it is fully rented by you.

## General use

You hereby agree to use the main room, the kitchen and the rented equipment in accordance with their usual purpose and to do nothing or let do anything that may deteriorate. You declare that you are able to use the rented equipment yourself or through duly qualified persons. No modifications or transformations may be made to rented spaces or equipment. Throughout the entire period of your stay, you are required to ensure the maintenance of the rented spaces and equipment and protect against any degradation: vandalism, theft, overload, bad weather, wind, rain, snow, frost ...

It is not permitted to use nails, staples, glues or drawing pins to hang up your decorations without asking us in advance.

It is not allowed to throw confetti, glitter, rice, etc., inside or outside.

It is not allowed to smoke cigarettes or e-cigarettes inside.

## Outdoor facilities

During your stay, you are responsible for the normal use of toys, play equipment, pool, etc. by all people in your party. The outdoor facilities, including the pool are common areas that are to be left tidy and clean after use, out of respect for other guests;

Clean and put away toys and bicycles after playing, do not leave waste/stuff/foods in the pool area when leaving, take dishes/belongings back to the accommodation, putting the butts in an ashtray, etc.

Take other guests into account when parking.

## Pool

L'utilisation de la piscine, aux dates d'ouvertures, est comprise dans la location, d'utilisation ordinaire et sous votre responsabilité.

A défaut, pour raisons de sécurité, la piscine n'est pas ouverte le jour de l'événement.

The use of the swimming pool, if pool season, is included in the rent. For ordinary use and at your responsibility.

For security reasons, the pool is not open on the day of the event.

## Dogs

Dogs are not allowed.

## Catering by Domaine de Chantageasse

The preparation of tables and chairs with tablecloths and cutlery, the agreed service and the storage of your cutlery after the meal, are included.

If you want to use the glasses from the meal for the rest of the evening, thank you for putting them dirty in the kitchen when your evening is over. Service and equipment not included when adding your own elements to the meal (cakes etc.).

## Service fee

There is a service fee of 5% on the total rental price (not calculated over the catering by Domaine de Chantageasse).

This fee covers our time invested before, during and after your event.

## Third party services

Domaine de Chantageasse wants to be kept in the loop of your organization and the organization of third-party services so that your event will run smoothly. They must contact us prior to the event to get acquainted with their intended equipment and materials, the needed current or other important information concerning the organization. Third parties must respect the interior and exterior of the Domaine and protect floors, walls, rented materials or other against marks, spots, dents, holes, etc. Use of equipment of Domaine de Chantageasse without notice, by third party services during your event will be subject to additional billing.

## Equipment and hardware

All rented equipment will be put available where you need it. Installation service not included.

After your event: the cutlery, glasses, cloth, emptied of all residues) can be stored dirty in their assigned storing units, the chairs cleaned and stacked, the tables, cleaned and folded, everything put back to where it was put available. Fridges, cleaned. Any moved furniture, returned to their places.

Any use of rented equipment not in accordance with their original use and returned in a state that would allow no treatment or repair (missing, damaged, broken), will be subject to additional billing at the applicable replacement rate. The rent is due whether all the equipment and hardware ordered has been used or not.

Any modification or intervention on the rented electrical equipment, intended to modify and/or repair them that may cause malfunction, deterioration, short circuit or any other damage will be attributed to your responsibility. You are not entitled to any compensation in case of interruption of operation of the rented equipment.

We are always on site during your event if you have any questions.

## Music and sound

Music is only permitted with private estate rental.

Any outside sounds (music, alarms, screams, etc.) must be contained regardless of the time of day.

The distribution of amplified music, on existing equipment or by an operator on his own equipment, must remain within the noise limit authorized by the French noises and amplified music regulations. Domaine de Chantageasse reserves the right to stop the amplified music when the volume limit is not respected.

After booking we will ask the town hall of Asnières la Giraud for authorization to delay the closure of the establishment to the legal closing time of 2am while broadcasting amplified music.

After 2am, music can only be broadcasted in the main room (with closed doors and windows).

Outside sounds should be limited to speaking only, respecting the residents of Domaine de Chantageasse and its neighbors.

## Cleaning before departure

You are responsible for leaving the site in a clean and proper; having cleared waste, leftovers, glass, decorations, cigarette butts, etc. from all interior and exterior spaces and any furniture moved, returned to their places.

Leaving all spaces tidy, "broom clean" and in the same state of cleanliness as upon arrival.

Cleaning is provided by Domaine de Chantageasse. If the rented spaces need more cleaning than usual an extra cleaning fee of € 30 per hour will be charged and retained from the deposit.

## Liability and damage

The main booked must give a certificate of European liability and damage insurance that is in force at the time of the event, to ensure his responsibility during the time he has use of spaces and equipment rented. You, as organizer of the event, must take care in particular of obtaining all the necessary availabilities, authorizations and insurances including extensions and guarantees for the services ordered to prevent difficulty of any kind during the event. No compensation can be claimed from Domaine de Chantageasse for deprivation of enjoyment or commercial issues of any kind or origin.

Under French law, Domaine de Chantageasse is exonerated of any responsibility in the partial or total execution of the contract resulting from a fortuitous event, because of a third parties doing or a major force, such as for example: bad weather, natural disasters, fires, water damage, other disasters or prohibition, strikes, attacks ...

The main booked is responsible for any damage or loss occurring while on the property premises during use of the premises. Domaine de Chantageasse will not be responsible for any accident, damage, loss occurring to you or anyone in your party while on the property premises.

\*A commission fee of 1,75% will be added to the amount payable by card. The commission is not applicable on the damage deposit.

Place and date:

Name of Main booker:

Signature: