



## GENERAL SALE CONDITIONS CONCERNING TOTAL PRIVATE HIRE

### Article 1 – FOREWORD

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The following contract proposed by Maison Caju SARL is reserved for the exclusive use of room rentals by Maison Caju, hereinafter referred to as "the Establishment", to its clients, hereinafter referred to as "the Client", within the exclusive framework of total private hire of the house. They do not apply to indirect bookings made via any external platform (for e.g. Airbnb, Booking.com, etc.) which are governed by their own sale conditions.

The Client is invited to read the General Terms and Conditions of Sale, hereinafter referred to as the "GTC", which he declares to have read and accepted before making any reservation. The fact of proceeding to the booking is considered as an explicit acceptance of these conditions.

### Article 2 - OUTLINE OF SERVICES

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The Establishment offers in short term rental total private hire of the House located at 18 rue Léonce Vieljeux in La Rochelle to a single Client. The house offers 6 bedrooms (6 bed and 1 sofa-bed), with a strict total capacity of 14 people. The Client can enjoy the whole house during his stay.

The Client may also book additional services or services from the Establishment (breakfast, brunch, in-house chef), hereafter referred to as "Additional Services".

### Article 3 - RESPONSIBILITY

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The Establishment which offers its Client services is the sole contact for the Client and is responsible to the Client for the performance of the obligations arising from these GTC. The Establishment cannot be held responsible for fortuitous events, cases of force majeure or the actions of any person not involved in the organisation and running of the holiday.

### Article 4 - BOOKING

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The Client makes a reservation request including dates and number of people, indicating to the establishment their intention to reserve the total House, by mail, phone or via the establishment website. Any change in number of people must be declared in advance to the Establishment.

The reservation becomes final:

- Either when the Establishment receives the full payment corresponding to the price of the night multiplied by the number of nights, and a copy of the contract signed by the Client before the deadline indicated on the front page,
- Or when the Client gives his bank card imprint in order to guarantee the booking. A 50% deposit is required at the latest 60 days before arrival, and the balance 30 days before arrival.

The reservation is equivalent to the signature of the contract and acceptance of these terms and conditions.

### Article 5 – PAYMENT OF BALANCE

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For any additional services added on site, the Client must pay the balance due to the Establishment at the latest on the day of departure.

### Article 6 – ABSENCE OF RIGHT OF WITHDRAWAL

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For bookings made by post, telephone or internet, the Client does not benefit from the withdrawal period, in accordance with article L121-21-8 of the Consumer Code relating in particular to the provision of accommodation services supplied on a specific date or at a specific time.

### Article 7 – CANCELLATION OF CONTRACT ON CLIENT'S BEHALF

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Under no circumstances may the rental agreed between the parties to this deed benefit, even partially, third parties, whether natural or legal persons, unless agreed in writing by the Establishment.

Any breach of this last paragraph may result in the immediate termination of the rental to the detriment of the Client, the proceeds of the rental remaining definitively with the Establishment.

#### Article 8 - CAPACITY

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This contract is made for a total capacity of 14 people. If the number of persons exceeds that stated in the reservation or the total capacity, the Establishment reserves the right to refuse the additional persons. The establishment is obliged to respect a maximum capacity of 14 persons in the whole house, all rooms included. Any changes not accepted by the Establishment (due to a lack of space or exceeding the maximum threshold specified above) will be considered as a breach of contract at the Client's expense.

#### Article 9 – LENGTH OF STAY

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The Client who signs this contract for a fixed period may not under any circumstances claim any right to remain in the premises at the end of the stay. For total private hire, the minimal length of stay is 2 nights. If the Client wishes to extend their stay, they may make a reservation directly with the Establishment, which may or may not accept them depending on availability.

#### Article 10 – PRICE OF STAY

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Prices are defined per night and correspond to the price of total private hire of the House. They are determined according to the time of year and at the discretion of the Establishment. In addition, there are incompressible cleaning fees of 120€, and the tourist tax which is 0,88cts/day/people. A security deposit of 1500€ (uncashed cheque) must be given to the Establishment for the check-in. Otherwise, it will be considered as a breach of contract at the Client's expense.

The Client is informed in advance of the total amount of the planned stay before any reservation is made.

#### Article 11 – TOURIST TAX

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At the end of the stay, the Client must pay the tourist tax not included in the price paid at the time of booking, i.e. 0.88 cents/pers/night (this rate includes the additional tax of the Departmental Council).

#### Article 12 – ARRIVAL AND DEPARTURE

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The Client must arrive on the specified day and at the check-in times mentioned below: between 4pm and 8pm. Special requests (early check-in or late check-in) must be communicated as soon as possible to the Establishment by any means and are made upon agreement with the Establishment according to its availability. In the event of a delayed arrival or a last-minute impediment, the Client must inform the establishment by all means and as soon as possible. Failure

to do so may result in the Client's reservation being considered as a "no-show" as of midnight on the day of entry into the premises, which would have the effect of cancelling the Client's reservation for the entire stay.

On the day of departure, the House must be vacated by 11am at the latest. Failing this, the Client will be charged the price of an additional night.

#### Article 13 – INCOMING AND OUTGOING INVENTORY

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An inventory is established and signed by the Client and the Establishment during the check-in and the check-out. The Client must enjoy the place as a good family's father. By booking, he accepts the Rules of the House and has to submit to them. The Client has to be present for the out-going inventory. If not, the Establishment reserves the right to cash the deposit cheque in case of damages.

The state of cleanliness of the House at the departure will be evaluated in the outgoing inventory. Even if cleaning fees of €120 are charged, the Client is required to clean superficially the place (bins out, sheets removed, furniture in place, dishes cleaned and stored properly, etc.) In case of non-observance, extra cleaning fees will be charged up to 150€.

#### Article 14 – SECURITY DEPOSIT

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During the check-in, a security deposit of €1500 is required. The cheque won't be cashed and will be restituted during the check-out, except if damages are noticed. In this case, the damages will be first repaired. Security deposit will be then given back within a period of two months, after deduction of the real reparation costs.

In case of early departure avoiding the outgoing inventory on the departure day, the Establishment will establish alone the outgoing inventory on a one-sided basis. Security deposit will be given back within a month, after deduction of the potential reparation costs if damages are noticed.

The non-restitution of one of the 6 bunches of keys will be charged €50.

Any claim relative to the incoming inventory/outgoing has to be submitted to the Establishment within two days following the arrival/departure.

Any damage has to be mentioned to the Establishment as soon as it arrives. Any reparation based on Client's own initiative won't be considered as a reparation. The Establishment raises concern about reparation based on Client's own initiative which can generate more negative consequences than informing the Establishment in time. Thus, personal initiative for the House are strongly discouraged.

## Article 15 – CANCELLATION BY THE CUSTOMER

Any cancellation must be notified to the Establishment by e-mail or registered letter. The date of sending will be taken as proof. For all cancellations made by the Client, the rules for reimbursement depend on the date of cancellation in relation to the start of the stay. The rules are applied as follows (DD being the start date of the stay):

Cancellation Date	Type of Refund/Deduction
Up to and including D-91 before DD	100% reimbursement
Between D-90 and D-61 inclusive before DD	Deduction of 50% of the amount of the rent and the amount of the additional services if the Client has chosen to use them.
Between D-60 and DD	Deduction of 100% of the amount of the rent and the amount of the additional services if the Client has chosen to use them.

In the exceptional case of Covid-19, if a national lockdown is officially declared by the Government prior to the start of the holiday, the full cost of the holiday will be refunded to the Client, regardless of the date of cancellation prior to the start of the holiday. Curfews are excluded from this clause and any cancellation for this reason would be deemed to be of the Client's responsibility and would meet the above timetable. If the Client's home region is put into lockdown before the start of the holiday, a full refund will be given on presentation of proof of residence, which must be in the region concerned. If a lockdown in Nouvelle-Aquitaine is announced before the start of the holiday, a full refund will be given. A lockdown during the stay will not give rise to any refund. Any reservation made during a national or regional lockdown on a date included in the same lockdown is the responsibility of the Client. Any cancellations occurring within this framework will be subject to the above schedule. Other cases will be subject to the above schedule.

The Establishment proposes explicitly a specific insurance for last-minute cancellations (including Covid-19), in the cases which are not reimbursed accordingly to these present Terms and Conditions. It's clearly mentioned on the Establishment website when booking directly on-line, or by phone. The Client is totally free to subscribe. If he doesn't subscribe, he could not pretend to any reimbursement whatever the reason for his cancellation. The insurance represents 4,5% of the total amount of the reservation.

#### Article 16 – TERMINATION OF STAY DUE TO THE CLIENT

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In case of termination of the stay by the client, no refund will be made.

#### Article 17 - TERMINATION BY THE ESTABLISHMENT

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If the Establishment cancels the stay before the start of the stay, it must inform the Client by registered letter with acknowledgement of receipt. The Client will be reimbursed immediately and without penalty of the sums paid. No compensation will be paid as a result of the cancellation. Nevertheless, the Establishment will do its utmost to propose an alternative accommodation solution which may give rise to an amicable agreement for the purpose of acceptance by the Client of the alternative stay proposed by the Establishment.

#### Article 18 – MAJOR AMENDMENTS BEFORE THE START OF THE STAY

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If, before the scheduled start date of the holiday, the Establishment is obliged to make a change to one of the main points of the contract, the Client may, after having been informed by the Establishment by registered letter with acknowledgement of receipt :

- either terminate the contract and obtain an immediate refund of the sums paid without penalty,
- or accept the modification or substitution of accommodation proposed by the establishment: an amendment to the contract specifying the modifications made is then signed by both parties. Any reduction in price is deducted from any sums still owed by the Client and, if the payment already made by the latter exceeds the price of the modified service, the excess amount will be returned to the Client before the start of his stay.

#### Article 19 – MAJOR CHANGES DURING THE STAY

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If, during the stay, the Establishment is unable to provide a major part of the services provided for in the contract, representing a significant percentage of the price paid by the Client, the Establishment will do everything in its power to offer a stay in replacement of the planned stay, possibly bearing any price supplement up to a limit of 10% of the price of the nights paid and not taken by the Client at the Establishment on presentation of an invoice paid. If the stay accepted by the Client is of inferior quality, the Establishment will reimburse the difference in price to the Client before the end of his/her stay. If the Establishment is unable to offer a substitute stay or if it is refused by the Client, the Establishment will reimburse the Client the sum corresponding to the number of nights not taken.

#### Article 20 - INSURANCE

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The Establishment declares that it has taken out all the insurance necessary for its activity. The Client is responsible for all damage caused by the Client. The Client must ensure that they are covered by an appropriate insurance policy for these various risks.

## Article 21 – USE OF THE PREMISES

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The Client must behave responsibly and respect the premises and the establishment, which are explicitly agreed by the only fact of booking. In case of non-compliance with this clause, the Establishment reserves the right to remind the Client. In the event of a warning that is not followed by any action, the Establishment reserves the right to cancel the Client's stay on the grounds that he/she is disturbing the peace and quiet of the neighborhood, without the Client being entitled to claim any reimbursement.

## Article 22 – INTERNAL RULES

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The Client is required to comply with the house rules which they accepted by making their reservation. These are displayed at the House and can be sent to them on request prior to their arrival. Any breach of these rules may result in the interruption of the stay, which would be considered as being at the expense of the Client, who would therefore not be entitled to any reimbursement.

An extract :

- ANIMALS: Animals are not allowed, except at the specific request of the establishment or for therapeutic purposes. In the event of non-compliance with this clause, the establishment may refuse the stay: no refund will be made. If the establishment accepts, a supplement of 10€/day/pet will be charged.

If it is noted that an animal has resided in the premises without prior agreement and without the knowledge of the establishment, a cleaning/disinfecting fee of €150 and a flat rate of €10/day/pet will be deducted from the security deposit.

- PARTIES: Parties and noise pollution are prohibited.
- SMOKING: Smoking is not allowed inside the house.
- QUIET HOURS: For the well-being of all, Clients are asked to respect the peacefulness of the House between 9pm and 7am.
- CHILDREN : The establishment is not suitable for children under the age of 10.

## Article 23 – DAMAGE TO FURNITURE AND REAL ESTATE

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Any damage, whether voluntary or involuntary, to the furniture or the building will be invoiced for the cost of repairs or replacement. In the event of refusal to comply, a complaint will be filed with the competent authorities.

If the Client forgets to return the keys, they must be returned by the Client at their own expense, by any reliable means. In the event that the keys are not received within 7 days, or in the event of loss, the key ring will be invoiced at €50.

#### Article 24 – LITIGATION

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Any complaint must be addressed to the Establishment as soon as possible, by registered letter.

Any complaint or dispute relating to the terms and conditions of a reservation for a stay or a short-term rental room is subject to French law and will be brought before the competent courts.