



## Terms and Conditions

### Preamble

These general conditions of sale apply to all reservations made on the Vacances Sur Mer website.

The site [www.vacancesurmer.com](http://www.vacancesurmer.com) is a service of:

The individual company Vacances Sur Mer managed by Mr. Nicolas Savoye

located at 20 rue du logis 17420 Saint-Palais-Sur-Mer, France

Registered with the RCS of Saintes 824 903 934

URL address of the site: [www.vacancesurmer.com](http://www.vacancesurmer.com)

email: [info@vacancesurmer.com](mailto:info@vacancesurmer.com)

telephone number: 06 28 52 66 81

The Vacances Sur Mer site markets the rental of tourist accommodation as well as additional services.

The customer declares to have read and accepted the general conditions of sale prior to the validation of his reservation. The validation of the reservation implies acceptance of the general conditions of sale.

### Booking confirmation and payments

Upon receipt of the "booking form", a deposit of 25% of the total rental amount is requested from the Customer.

If within 8 days of the reservation date, the payment of the deposit has not been made, the reservation will be automatically cancelled. The balance is to be paid no later than 4 weeks before the date of arrival.

If the reservation is made less than 4 weeks before the arrival date, the total amount of the stay will be payable in one go. If within 8 days of the reservation date, payment for the stay has not been made, the reservation will be automatically cancelled.

Upon receipt of payment, the reservation is final. The Customer will receive a message confirming receipt of payment. Once the reservation is confirmed, the two parties are bound by a mutual engagement contract.

### Security bound

At the latest during the check-in time, the Customer will give the Owner an amount of 60 Euros per rented apartment, as a security bound intended to cover damage to the accommodation and the furniture and objects furnishing the accommodation caused by the Customer, as well as the loss of keys or objects.

The security bound will be returned to the Customer within a maximum period of one month after his departure, after deduction, if necessary, of the sums covering the damage to the accommodation and the furniture and objects furnishing the accommodation caused by the Customer, as well as the loss of keys or objects.

### Assignment and subletting

The reservation is concluded « intuitu personae » with the Customer identified at the top of the reservation.

Any assignment of this reservation, any total or partial subletting, any provision, even free, is strictly prohibited. The Customer can't leave the accommodation, even free of charge and/or by loan, to a person outside his household.

## Customer's obligation

- **The Customer will peacefully use the rented accommodation and the furniture and equipment** according to the destination given to them by the reservation and will be liable for any damage and losses that may occur during the term of the contract in the premises of which he has exclusive use.
- **The Customer will maintain the rented accommodation and return it in a good state of cleanliness and rental repairs** at the end of the stay. If items appearing in the inventory are broken or damaged, the Owner may claim their replacement value.
- **The customer must avoid any noise likely to disturb the neighbors**, in particular those emitted by radio, television and other devices.
- The Customer may not exercise any recourse against the Owner in the event of theft and damage to the rented premises.
- **The Customer accepts the maximum number of people who can enter inside the accommodation**, in accordance with the description given to him.
- The Customer may not object to the visit of the accommodation if the Owner or his agent ask it.
- If the accommodation is not returned in a perfect state of cleanliness, the Owner will ask the payment for the cleaning (ie the full amount of the cleaning deposit of 60 Euros per accommodation).

## Insurance

The Customer has taken out multi-risk insurance to protect against rental risks (water damage, fire, etc.). A copy of the insurance policy may be requested by the Owner from the Customer during the check-in.

## Terms of cancellation

In case of cancellation 2 weeks before the arrival date, the amount of the reservation will be refunded to the Customer. The balance of the amount of the stay will be required if the cancellation occurs less than 2 weeks before the date of arrival.

The customer can, if he wishes, subscribe to the cancellation insurance offered by the company MIMAT Assurance when making his reservation. (Insurance details are on the page: <https://www.vacancesurmer.com/en/assurance-annulation/>)

## Cancellation clause free of charge in the event of « Force Majeure »

The Host or the Customer may cancel or postpone the reservation in the event of « force majeure ».

Constitute cases of « force majeure » justifying, at any time, the cancellation or postponement of the Customer's reservation, all health, climatic, economic, political or social situations, at the local, national or international level beyond the control of the Host and the Client, which make it impossible to perform all or part of the obligations provided for in the contract.

The following constitute, in this respect and in particular, cases of force majeure:

- the prohibition of any travel, taken by the competent French administrative authorities or by those of the country of origin of the Customer, at the local, national or international level, for a reason relating for example to the appearance, the propagation or the active circulation of an epidemic, making access to the establishment of the Host, place of performance of the contract, impossible, for the duration of the reservation;
- the administrative closure of the establishment of the Host, place of performance of the contract, imposed by the competent authorities, for a reason relating for example to the appearance, propagation or active circulation of an epidemic, for the duration of the reservation;
- any objective organizational difficulty of the Host, resulting from the spread or active circulation of an epidemic, at local or national level, and/or from measures prohibiting or limiting movement, taken by the competent administrative authorities, including for example the impossibility for the employees of the Host to travel, the exercise by the employees of the Host of their right of

withdrawal, the non-performance, by the suppliers and/or service providers of the Host, of services essential to the stay, making the reception and accommodation of the Customer within the establishment, place of performance of the contract, impossible, for the duration of the reservation.

## Automatic Termination

In the event of a breach by the Customer of one of the contractual obligations, the reservation will be automatically terminated. This termination will take effect after a period of 48 hours after a simple summons by registered letter or letter delivered by hand remained unsuccessful.

## Election of domicile

For the execution of the present, the Owner and the Customer elect domicile in their respective domiciles. However, in the event of a dispute, the court of the domicile of the Owner will have sole jurisdiction. The reservation, the conditions of sale and its consequences are subject to French law.

update of booking conditions on 05-01-2022