

# TERMS AND CONDITIONS

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These are the terms and conditions of the contract between *Mas Saint Antoine* and its guest. It is extremely important that these terms and conditions are understood and observed by each member of the party. It is the responsibility of the lead guest for each booking (the person who makes the booking) to ensure that each member of their party does this.

### 1. Premises

*Mas Saint Antoine* provides holiday accommodation at 240 Ave Marechal De Lattre De Tassigny, Rognonas, 13870, France

### 2. Contract

The contract is between *Mas Saint Antoine* and the individual making the booking (the lead guest). When the booking is made, it is deemed that the lead guest will (a) have read all of the website, (b) agrees with the terms and conditions under which the holiday is offered, (c) takes responsibility for ensuring that each member of their party is aware of these terms and conditions and (d) is personally responsible for payment of the full balance of the accommodation rental price by the time that it is due (see below)

### 3. Price

Prices are in euros, unless otherwise agreed by both parties.

### 4. Included (and not Included) in the Price

The accommodation rental price includes

- Accommodation as described on our website [www.massaintantoine.com](http://www.massaintantoine.com)
- Bed linen and towels (hand and bath) – changed weekly.  
**Some pool towels are available**
- Use of shared pool and grounds

The accommodation rental price does not include cleaning (refer point 16), tourist tax/taxe de sejour (refer to point 25), transportation or travel insurance.

### 5. Payment

Payment may be made by cheque, bank transfer, paypal or credit card. In each case, the guest is required to bear any costs associated with the chosen method of payment.

### 6. Reservations

Upon receipt of written confirmation from the guest that he or she wishes to reserve the accommodation for a specified period, the dates will be held for 5 working days to allow for receipt of the relevant deposit.

### 7. Deposit

To reserve the accommodation, a 25% deposit of the total rental price must be paid within 5 working days from receipt of written confirmation.

### 8. Late Booking

If your booking is made within the 45 days before the start of your holiday, the full price must be paid within 5 working days to confirm your reservation.

### 9. Payment of Balance

The balance of the accommodation rental price must be paid in full no less than 45 days before the date of commencement of the holiday. Failure to pay the balance in full may result in the loss of the booking.

An email reminder will be sent detailing balance due and final date for payment.

### 10. Cancellation

The guest who made the booking is the only person authorised to make a cancellation on behalf of a party.

Your deposit cannot be refunded unless we are able to resell the period in question. If we do not succeed in doing so, your deposit may be carried over against a booking at a later available date but any additional costs for a different season rate will need to be paid.

If you have paid the full cost of the holiday rental, we will refund your payment only if we are able to re-rent the same period.

It is expected that a cancellation within 45 days of the start of the holiday will only occur as a result of a client failing to pay the balance of a holiday or due to “force majeure” – see below. In any circumstance other than a guest’s failure to pay, guests will be offered the choice of a full refund or an alternative available holiday with us.

### 11. Insurance

We strongly recommend that you obtain a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party’s personal belongings, public liability etc, as these are not covered by *Mas Saint Antoine*’s insurance.

### 12. Force Majeure

For the purposes of cancellation or alteration by *Mas Saint Antoine*, “force majeure” is any event which we could not, even with all due care, foresee or avoid, including serious damage to our property, war, political unrest, extreme weather, acts of God, epidemics, riots, civil strife, strikes, industrial disputes, terrorist activity, natural/technical disasters and closure of ports/airports.

### 13. Alterations to Holiday

Wherever possible, we will attempt to accommodate guest’s requests for alterations to bookings, but these will only be accommodated subject to availability.

It is unlikely that we will have to make changes to your holiday. However, if a mistake is made by *Mas Saint Antoine* and we need to change your reservation you will be advised of such changes at the earliest possible opportunity. The following alternatives will be offered:

- Accepting the change proposed
- Taking a holiday with us at an alternative date
- Full refund

#### 14. Accommodation

The accommodation is as specified on our website. *Mas Saint Antoine* is satisfied that the property is safe and suited to the purpose for which it is advertised. Guest's dislike of their accommodation on grounds of size or taste cannot be accepted as grounds for compensation.

#### 15. Arrivals and Departures

On the day of your arrival, the property cannot be accessed before 4pm. However if you will be arriving earlier, please let us know and we will try and have everything ready for you as early as we can. If your Gite is not ready when you arrive, then you are welcome to drop off your luggage to return at an agreed time.

To ensure adequate time for preparation of Gites for arriving guests, departing guests are asked to leave by 10am on the day of their departure. Luggage may be left in the office to be collected later in the day.

#### 16. Cleaning

The Gite will be clean and tidy on arrival. Guests are asked to leave the Gite in the same condition they received it. Cleaning of Gites throughout your stay is available upon request at a small cost.

#### 17. Swimming Pool

The swimming pool at *Mas Saint Antoine* is unsupervised and used entirely at your own discretion and risk. The pool is fenced which meets French legal requirements. It is the responsibility of the Guests as parents to watch over any children in their care. The owners are not liable for the safety of children.

#### 18. Pets

Well controlled pets are welcome with prior approval by *Mas Saint Antoine* and there will be a small fee.

#### 19. Smoking/Candles

Smoking is only allowed on the terrace of your Gite and we ask that you keep the surrounding area clean of butts. Candles are to be used in a careful manner and are not to be left unattended.

#### 20. Lost Property

We will endeavour to return any item of lost property found after you departure. Guests will be asked to meet postage/courier costs. *Mas Saint Antoine* cannot take responsibility for items that are not found or are returned in a damaged state.

#### 21. Published Information

All information as to accommodation and prices has been carefully scrutinised to ensure that it is correct and given in good faith. Guests should however be aware that changes outside our control might occur between publication of this information and the date of arrival. Information that is inadvertently incorrect cannot be accepted as grounds for compensation.

#### 22. Your Responsibilities

Please respect our property and take care not to damage any of the furniture or equipment at your disposal. Whilst we do not ask for a damage/breakage deposit we do ask you to notify us immediately so that we can repair or replace any items in questions. If damage does occur to small items; i.e. mugs, glasses etc we request these be replaced with a similar standard and quality. We reserve the right to charge for any damage outside of normal wear and tear of the property.

*Mas Saint Antoine* has no control over the behaviour of persons staying at, or visiting our holiday accommodation and is not responsible for any withdrawal or impairment of facilities or other loss or damage caused by them. Guests are liable for any loss, damage or injury resulting from their own negligent actions, including any sums that may become due to the next occupants of the property, if the damage results in a reduction in their enjoyment of the property.

#### 23. Complaints

Complaints concerning any aspect of *Mas Saint Antoine* will be treated with the utmost seriousness and *Mas Saint Antoine* will work hard to resolve the matter quickly and attempt to remedy your situation as soon as practically possible.

#### 24. Disputes

In the unlikely result that any dispute arising cannot be amicably resolved, *Mas Saint Antoine* reserve the right to refer the dispute to mediation or arbitration prior to further legal action.

#### 25. Taxe De Sejour (Tourist tax)

There is a tourist tax that is levied against every person 18 years or over when staying at *Mas Saint Antoine*. It is a nightly rate that is set annually by the Terre de Provence Agglomeration. The amount is to be paid in cash during your stay at *Mas Saint Antoine*.

#### 26. Third Party Liability

*Mas Saint Antoine* shall not be liable to the guest for any temporary defect or stoppage in the supply of public services to the Gite, but not in respect to any equipment, plant, machinery or appliance in the property.

*Mas Saint Antoine* is covered by AXA Insurance:

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