



General Terms and Conditions of Sale

Casita del Mar Hotel

ARTICLE 1 - APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

These General Terms and Conditions of Sale (GTCS) apply to the booking made by the Customer. Customers can find these GTCS on our website. Therefore, any booking implies on the part of the Customer a full and unconditional acceptance of these conditions.

****COVID-19****

In this health crisis, we would like to inform our customers of specific elements in our General Conditions of Sale.

ARTICLE 2 - PRICES

The prices are given in EURO (€) and inclusive of tax. They include the VAT applicable on the day of booking. Any change in the applicable rate, or any modification or introduction of new legal taxes made by the competent authorities, will be automatically reflected in the prices indicated at the date of the booking.

The rates apply per room for the indicated number of people and according to the selected period and do not include additional services (unless otherwise stated).

The tourist tax rate is applicable per person and per night. It is 3% of the cost per person per night within the limit of the highest rate adopted by the authority or, if it is lower than the latter, within the limit of the ceiling rate applicable to 4-star tourist hotels: that is 2,30 €. The payment of this tax only applies to people over 18 years old.

It is not included in the price displayed and must be paid directly on site upon arrival. It applies from January the 1st to December the 31st of each year.

Some services may be subject to a surcharge and to possible modifications without notice, without engaging the responsibility of the hotel.

No stay booked before the implementation of a possible promotional offer will be subject to refund, not even a partial one.

ARTICLE 3 - BOOKINGS AND METHODS OF PAYMENT

Bookings can be made online on our website www.casita-delmar.com, by phone, by e-mail or by post.

The booking will only be effective if the traveller has provided a payment guarantee, either by credit card imprint or by payment of a deposit, and after having received a booking confirmation with details.

Payment for all services will be made directly to the hotel (exceptions made for prepaid bookings at the time of booking).

The hotel reserves the right to refuse any booking if the traveller refuses the conditions or the booking is incomplete.

Bookings will be payable in € only, regardless of where they come from. The Casita del Mar hotel accepts the following credit cards: Visa, Mastercard and American Express and has a secure booking system (payline) which protects and encrypts all sensitive data transmitted during the booking process in order to prevent any disclosure to a third party.

We accept bank checks up to 100 €. However, the hotel reserves the right to refuse bank checks if the credit card imprint does not work or if a debit card is refused.

The customer can also pay by bank transfer (with the bank details on request). We accept holiday vouchers (ANCV).

ARTICLE 4 - MODIFICATION AND CANCELLATION OF STAY

Any modification or cancellation of a booking must be made via a request sent by e-mail to sarl-cdm-85@orange.fr or by telephone on (+33) 0677548077. The request will not be effective until the Casita del Mar hotel has confirmed its approval in writing.

In the event of a modification or a cancellation of a stay, the following conditions apply (except in the event of force majeure - see article 4):

- For any request made more than 30 days before the scheduled arrival date, the amount of the deposit will be retained.
- For any request made less than 15 days before the scheduled arrival date, the amount corresponding to 50% of the booking will be retained.
- In the event of a no-show (non-arrival) on the scheduled date of arrival, you will be asked to pay for the entire stay (automatically debited with a credit card imprint).

In the event of force majeure these conditions will then be considered null and void (see article 4).

ARTICLE 5 - FORCE MAJEURE

Force majeure means any event external to the parties which is both unpredictable and insurmountable, which prevents the traveller from travelling and from performing all or

part of the obligations arising from the contract. This will be the case in the event of a strike in transport companies or of the hotel personnel, in a state of natural disasters or during riots.

** Covid-19: The management accepts changes and cancellations of stays at the last minute if a new lockdown or a restriction of movement should be decided by the Government.

With no lockdown or no restriction of movement, we offer the free postponement of your stay until the 15th of June 2021 inclusive. With no postponement of the stay, the deposits will be retained as compensation for breach of contract (stay). **

ARTICLE 6: TRANSPORT

It is specified that the Hotel does not provide any services related to transport. Therefore, it cannot be held responsible in any way for problems related to the transport of Customers (delay, cancellation, etc.).

ARTICLE 7 - HOTEL AND SERVICES

▪ Breakfast:

- The price for child's breakfast (€ 7) applies to children from 5 to 14 years old inclusive.
- The regular price for breakfast (12 €) applies to people from 15 to 99 years old.
- Breakfast is free for children under 5 years of age.

▪ Baby accessories:

- Baby bath, high-chair, baby cot with sheets can be rent for 2 € / day / accessory

▪ Cleaning package:

- 45 € is the price of the cleaning package for categories from 14m² to 22m² (i.e. 7 apartments' hotel).
- € 60 is the price of the cleaning package for categories from 32 to 45m² (i.e. 5 apartments' hotel).

If the cleaning package is not requested by the traveller(s), the apartment must be returned in the state in which it was left to you - that is, clean and tidy.

The Customer accepts and commits themselves to use the apartment as a "responsible father". Therefore, any conduct contrary to accepted standards of behaviour and public policy will result in the hotelkeeper asking the customer to leave the hotel with no compensation and/or refund if a payment has already been made.

The apartments are available from 3 p.m. and must be vacated by 10 a.m. at the latest on the day of departure. You may be charged a surcharge in the event of non-compliance with these scheduled times (except if an agreement has been made between the two parties).

Additional person: The Customer agrees not to bring any additional people without the express authorization of the Hotelkeeper, and not to sublet the accommodation. Otherwise, the Hotelkeeper has the right to refuse the rental of the room and to retain the deposit already paid.

▪ Pets:

- They are accepted under the full responsibility of their owner (see paragraph "damage and incivilities"). The price is 4 euros per day with presentation of a health record. In the patio, dogs will be kept on leash.

▪ Noise :

- Between 10 p.m. and 8 a.m., for everyone's respect and to allow everybody to rest at the hotel as well as in the neighbourhood, we ask you to avoid any noise disturbance.

▪ Access to the swimming-pool:

- The customer agrees to comply with the swimming pool's regulation. Moreover, the underage children or teenagers will use the swimming-pool under the full responsibility of the parents or legal representatives.

ARTICLE 8 - CLAIMS

Any claim must be sent to the Casita del Mar hotel by registered letter with advice of delivery, and this must be done within 15 days after the date of departure of the stay which is the subject of the said claim. No claim will be considered after this delay.

ARTICLE 9 - DATA PROCESSING AND FREEDOM

Pursuant to law 78-17, known as the Database and Privacy law, customers are informed that their booking is subject to the processing of personal data. Users have a right to access and modify the entered data, which is exercised by contacting the head office: SARL CDM, 13 rue Pouvreau, 85160 SAINT JEAN DE MONTS, FRANCE. It is specified that this data is not communicated to third parties.

According to the GDPR which entered into force on May the 25th 2018, two processing principles must be observed:

- The principle of transparency: data must be processed fairly, lawfully and in a transparent manner.

- The purpose limitation principle: data must only be collected for specific, explicit and legitimate purposes, and must not be further processed in a manner incompatible with these purposes. In a hotel context the purposes can be: the organization of the customer's stay, commercial prospection...

The Casita del Mar hotel offers free Wi-Fi internet access. The user/customer agrees that the computer resources made available to them shall in no way be used for the purposes of reproduction, representation, making available or communication to the public of work or objects protected by a copyright.

ARTICLE 10 - SMOKING

It is strictly forbidden to smoke in the hotel in accordance with the law of January the 2nd 2008.

ARTICLE 11 - LIABILITY

The hotel accepts no liability for lost, stolen or damaged goods belonging to Customers during their stay.

The Customer will be held responsible for any damage, degradation, act of vandalism that could occur due to the occupation of the premises and / or because of the participants, to movable goods, decoration and properties belonging and not belonging to the hotel. As a result, the Casita del Mar hotel therefore reserves the right to ask the customer to leave the hotel without any compensation and without any refund for the current stay, it also reserves the right to require a refund for damage caused by these actions.

ARTICLE 12 - APPLICABLE LAW

These General Terms and Conditions of Sale are governed by French law. This law applies in both form and substance. The disputes will fall within the exclusive competence of the French jurisdictions.

ARTICLE 13: MODIFICATION OF THE GTCS

These GCTS can be modified at any time. In such a case, the Hotel will inform the Customer of the modifications before the beginning of the provision of the service. Therefore, the new version of the GCTS will apply to the relations between the parties.