

General terms and sales conditions

These general conditions of sale are intended for use in booking stays in guest rooms and gîtes at Domaine du Lynx, 2 place de la Toupe - 39210 Baume-les-Messieurs - France. They constitute the booking contract between the owner and the customer for a stay in a guest room and/or gîte.

Validation of the reservation implies full and unreserved acceptance by the customer of the general terms and conditions of sale set out below.

Article 1 - Length of stay

Customers rent one or more guest rooms and/or gîtes for a fixed period and may not, under any circumstances, avail themselves of any right to remain on the premises.

Article 2 - No right of withdrawal

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

Article 3: Prices & pricing

The prices indicated on the website are the only contractual prices. They include all taxes and are non-negotiable once the reservation has been confirmed.

For all reservations, a tourist tax is payable by the customer. The tourist tax is a local tax that the customer must pay to the Owner, who then transfers it to the Treasury. Tourist tax must be paid separately to the Owner on arrival or at the end of the stay.

Depending on the period, the Owner reserves the right to vary prices and to accept bookings only for several consecutive nights (2 or 3 nights minimum).

Article 4 - Deposit

For stays of more than 3 nights, a deposit of 30% of the total cost of your booking is required to confirm your reservation. This deposit is cashed on the receipt and can be deducted from the invoice. Once this deposit has been received, the reservation becomes firm. By paying the deposit, the customer confirms full acceptance of the terms and conditions specified below. Please note that if the deposit is not paid within the specified period, the reservation will not be confirmed, and the owner reserves the right to reclaim the rooms/gîtes.

For stays of less than 3 nights, written confirmation of reservation implies full agreement with the general conditions specified below.

Deposits can only be paid by cheque or bank transfer.

Article 5 - Payment

The deposit paid will be deducted from the booking amount to make up the balance to be paid.

The balance of the rent must be paid no later than the day of departure.

The balance to be paid can only be paid in cash or by cheque, as we do not accept credit cards or ANCV vacation vouchers.

Article 6 - Additional services

Consumption and additional services not mentioned at the time of booking must be ordered from the Owner, who will take into account the nature of the service requested, the time required to deliver it, and the arrival of the raw materials needed to supply it before accepting the order.

These services must be paid to the Owner at the end of the stay. All services ordered are due.

Article 6 - Booking formalities

The owner invites the customer to check the elements of his reservation:

- His contact details, in particular e-mail address and cell phone number, so that he can be contacted before and during the booking.
- The number and full contact details of the people who will be staying with you.
- The name of the room or gîte booked.
- Arrival date - departure date - number of nights.
- Total price of reservation

Article 6bis

During any period of pandemic of the same type as Covid 19 freezing economic and tourist activities, we apply special conditions: we ask for a deposit corresponding to 30% of the total amount of your reservation, as in normal period, however, in case of cancellation of the reservation due to the pandemic, we undertake to agree, in agreement with the customer, a rescheduling date that suits both parties. In the event of impossibility and total cancellation due to government measures, the deposit will simply be reimbursed.

Article 7 - Cancellation by the customer

Any cancellation or modification is only possible with the agreement of the owner and may incur additional charges.

If the cancellation occurs more than 30 days before the beginning of the stay, the deposit will be returned to the customer.

If the cancellation is made less than 30 days before the start of the stay, the deposit is retained by the owner, who reserves the right to claim the balance of the price of the accommodation if he is unable to re-let the room(s) or gîte(s).

Article 8 - Cancellation insurance

Please note that cancellation insurance is not included in our rates. The customer is therefore invited to take out such insurance.

Article 9 - Cancellation by the owner

If the owner cancels the holiday before the start of the holiday, he must inform the customer as soon as possible by telephone and/or e-mail.

The customer will be reimbursed immediately for any sums paid.

Article 10: Force majeure

The performance of the Owner's obligations is suspended in the event of the occurrence of a fortuitous event or force majeure which prevents the Customer from being accommodated. The Owner will notify the Customer of the occurrence of such an event as soon as possible.

The Owner may propose to the Customer either to postpone his stay under the same conditions as initially planned, or to cancel it.

If the Customer chooses to cancel the holiday, all sums already paid will be reimbursed immediately, without any further compensation.

Article 11 - No-show

If the Customer does not show up before 8 p.m. on the day scheduled for the start of the stay, the present contract becomes null, and void and the Owner may dispose of his guest rooms and the gîte.

No-shows are considered as cancellations at the Customer's initiative.

The deposit remains the property of the Owner, who reserves the right to claim the balance of the price of the accommodation if he is unable to re-let the room(s) or gîte(s).

Article 12 - Stay cut short or interrupted by the customer

If the stay is shortened or interrupted at the Customer's initiative, the full price of the initial rental remains the property of the Owner, who may demand immediate payment. No refund will be made.

Article 13 - Stay cut short or interrupted by the Owner

If the behavior of a guest does not conform to our expectations, we reserve the right not only not to receive the guests concerned, but also to interrupt their stay. In such a situation, the cancellation is pronounced at the fault of the Customer and his behavior, the price of the initial rental remaining entirely acquired by the Owner who will ask for immediate payment. No refund will be made.

Article 14 - Arrivals and departures

For logistical reasons and in order to best prepare your stay:

- Customers are welcomed in guest rooms or gîtes between 4:00 pm and 8:00 pm.
- Guest rooms or gîtes must be vacated by 11:00 am at the latest.
- The customer must arrive at the property on the day specified, during the time period indicated.
- In the event of late arrival, the customer must inform the owner.

Late arrival may result in the cancellation of the meal services provided for in the reservation or their transformation into a "meal tray" instead of table service. In all cases, the amount of the initial service will be retained by the Owner.

Article 15 - Bed linen and towels

Each accommodation is equipped with bed linen and towels corresponding to the number of Guests booked at the time of reservation. Towels must not leave the room and remain the property of the Domaine du Lynx.

Additional linen can be provided at extra cost.

Article 16 - Reserved capacity

Each guest room or gîte is designed for a specific number of people, which constitutes the maximum capacity, including children and babies.

If the number of guests arriving at the reception does not conform to the reservation (in quantity or nature) or exceeds the maximum capacity of the accommodation(s) reserved, the Owner is entitled to refuse all or part of the Guests.

This refusal can in no way be considered as a modification or breach of contract on the Owner's initiative, so that in the event of the departure of the refused customers, no reimbursement can be envisaged, and the balance remains due.

If the capacity of the accommodation booked or if the house allows it, and if the Owner so wishes, an adjustment to the booking may be made and a supplement will be applied in accordance with the usual conditions.

Article 17 - Total capacity

The number of tenants may not exceed the maximum capacity of the property, which is 15 people at a time.

Article 18 - Guests

Customers wishing to invite guests must inform the Owners, who will give their prior consent. In the event of agreement, visitors will be placed under the responsibility of the Customer, who must ensure that they comply with the house rules and these general terms and conditions of sale.

In the event of visitors staying overnight on the property, they will be required to pay the additional costs associated with their stay, as indicated in the price list, subject to availability in relation to the site's capacity.

Article 19 - Breakfast

Breakfast is served at the agreed time and until 10:00 am, in the room, the main room or the courtyard, depending on availability and the weather.

The preferential use of local and seasonal products may vary the composition proposed according to the market.

Article 20 - Dining options

Dinner is not initially provided by the Domaine du Lynx.

If necessary, requests must be made in advance to the owner.

This service is only available to our guests and is at the owner's discretion.

Article 21 - Drinks

The Domaine du Lynx does not serve drinks.

Guests are free to bring their own drinks.

Each accommodation is equipped with a refrigerator.

Article 22 - Parking

The Domaine du Lynx has private parking spaces.

Please show consideration and respect for neighbors and other vehicles.

The owner cannot be held responsible for any accidents or damage that may occur in the parking lot.

Rules of conduct during your stay

Article 23 - Environmental aspects

As the Domaine du Lynx is located in a protected area, the customer is required to comply with the instructions normally in force on the site.

The dwelling may also be subject to prefectural restrictions involving obligations in relation to the water regime or fire during periods of drought. Obligations arising from such recommendations or orders cannot be considered as a modification or breach of contract at the Owner's initiative.

Article 24 - Pets

For reasons of hygiene and guest tranquility, no pets are allowed in the guest rooms or gîtes.

In the event of non-compliance with this clause by the guest, the Owner may refuse to accept the animals. This refusal can in no way be considered as a modification or breach of contract on the owner's initiative, so that in the event of the customer's departure, no reimbursement can be considered.

Article 26 - Lifestyle and use of the premises

Guests must respect the peaceful nature of the premises and use them in accordance with their intended purpose, resting and, in particular, sleeping there.

Noise pollution is forbidden at all hours and may lead to eviction and cancellation of the stay at the expense of the people concerned, with immediate payment of the amount initially agreed.

Please respect the silence after 10 pm and before 8.30 am, so that all guests can rest peacefully.

Guests agree to leave their rooms and gîtes in good condition at the end of their stay.

Failure to do so will result in a €50 cleaning surcharge.

For the gîtes, we ask that everything be left in order: furniture, clean and tidy crockery, appliances cleaned, garbage cans emptied, to facilitate the inventory of fixtures at the end of the stay.

Article 27 - Non-smoking establishment

Smoking is strictly forbidden inside guest rooms, gîtes and communal areas. Guests wishing to smoke must do so outside and are asked to keep away from open doors and windows so as not to inconvenience the occupants.

Article 28 - Fire safety

For safety reasons, it is strictly forbidden to use it on the premises:

- Open flames such as matches, candles, Bengal fire, etc.
- Lighting devices with naked flames, candelabras, candles, luminaries.

Each apartment is equipped with a smoke detector.

In the event of an emergency, please alert emergency services and the owner.

Fire extinguishers have been placed in the outside courtyard (under the stone staircase).

Article 29 - Security

Each Customer is given a key to the accommodation allocated to him for the duration of his stay. This key is personal and only opens the accommodation. It is therefore the Customer's responsibility to ensure that the doors and windows of his or her accommodation are closed and locked in order to preserve the security of his or her personal belongings and to prevent potential damage caused by rain or outsiders. The Owner declines all responsibility in the event of loss or theft of personal belongings of Customers who are deemed to have them in their custody.

Article 30 - Breakage and damage

Customers undertake to declare and assume financial responsibility for any damage for which they may be liable.

Article 31 - Private areas

The private areas of the property (the Owner's house and garden) are not accessible to Customers.

Article 32 - Duty of discretion

The Owner undertakes not to divulge to any third party any information of any kind or on any medium whatsoever that the Customer may have given to the Owner. However, these provisions do not apply to requests for information made by the authorities and/or the courts.

Article 33 - Modification of sales conditions

These sales conditions may be modified at any time without prior notice. Acceptance of and compliance with these terms and conditions of sale are deemed to have been acquired upon confirmation of the reservation.

Article 34 - Disputes

We remain at the disposal of our Guests for any questions or complaints regarding their stay. Wherever possible, we seek to find amicable solutions to improve our services and the well-being of our guests. However, if by any chance no mutually satisfactory solution can be found, it should be noted that for all disputes arising from the performance or interruption of the present contract, only the Courts of the jurisdiction of the place of accommodation have jurisdiction.