



## DOMAINE LE BOIS DES DAMES - TERMS AND CONDITIONS

The present Terms and Conditions apply to sales concluded between "Domaine le Bois des Dames", "hotel", "hotelier", "property" or "host", and the client.

They apply to any booking made directly with "Domaine le Bois des Dames", either by phone, e-mail, or through its website [www.leboisdesdames.com](http://www.leboisdesdames.com)

Any client booking a reservation with "Domaine le Bois des Dames" acknowledges having the full capacity to contract and admits that he has received all relevant information to knowingly realize this booking.

The Terms and Conditions below and the special terms of each reservation contract form a whole considered to be a full part of the sales contract and for which a global acceptance is mandatory before finalizing any sale.

Any booking confirmation results in the complete and unconditional acceptance of its terms.

### **Rates**

The rates are shown and payable in euros.

The prices shown include the VAT. Any change in the applicable rate of the VAT will automatically be passed on the client at the time of invoicing. The same rule applies to any implementation or modification of any legal or reglementary tax imposed by relevant authorities.

Rates shown only cover the services strictly mentioned at the time of reservation.

On top of the price indicated in the reservation, extras and additional services provided by the hotel will be added at the time of invoicing. Likewise, the tourist tax will be charged, for its actual value or as a flat rate (mentioned at the time of reservation)

Seasonal rates: Prices do vary with the time period. They are indicated at the time of the request for reservation.

The hotelier is free to vary its prices at any moment. The effective rates are the ones applicable on the day of reservation and contractually formalized in the booking confirmation.

### **Terms of payment**

Except for special cases (tour operators, travel agents, OTA) the full payment of all services is made directly to SAS Domaine le Bois des Dames.

If a deposit is required at the time of reservation, its amount is indicated within the special conditions of the reservation.

The balance is then paid during the stay, following the terms of payment and currency accepted by the hotelier.

Approved means of payment: credit card (Visa, Mastercard, Maestro), wire transfer or cash.

Domaine le Bois des Dames does not accept payment by bank checks, « Chèques Vacances » are not accepted.

## **Conditions of reservation**

In order to confirm his reservation, the client is asked to provide his credit card information (bearer's name, card number, expiration date and security code) The transmission of such information will be made using encrypted and secure means.

In the event of a "standard" reservation (cancelable or modifiable under some conditions) a deposit is paid at the time of booking and the balance during the stay, directly to the hotelier. The deposit amount is indicated in the reservation proposal.

In the case of a non-cancelable, non-refundable, non-modifiable offer, the total amount due for the stay is directly and fully charged by the hotelier at the time of reservation.

In any case, the booking is considered firm and fixed only after payment to the hotel of all sums due and receipt by Domaine le Bois des Dames of the booking confirmation.

Group reservation : Should a client reserve multiple rooms, the credit card used at the time of booking will serve as warranty for the rooms total. The members of a group are jointly responsible for the payment of the full sums due to the hotelier.

Gift vouchers : The conditions and prices of the gift vouchers are defined along with the hotelier at the time of issue. The full cost of the stay will have to be paid at the time of reservation, the eventual balance being due before departure. The buyer and the beneficiary of the voucher are jointly responsible of the remaining payment due to the hotelier.

Gift vouchers are valid for a period of 12 months after issue. In the absence of a date on the voucher itself, the date of payment of the voucher to the hotelier will be used. Any voucher unused at the agreed term will be lost, and no refund or indemnity will be due.

Gift vouchers are non-refundable, non-splitable and non-deferrable; they are personal and non-transferable unless previously agreed on by the hotelier.

## **Withdrawal**

In accordance with the dispositions of article L.121-21-8 12 from the French "Code de la Consommation", no right of withdrawal will be granted by Domaine le Bois des Dames regarding any reservation for hotel services.

## **Booking Modification**

Is considered a modification any change requested by the client to the original reservation (room category, services, number of guests, dates...) but not constitutive of a cancellation.

Reservations stated as non-cancelable, non-refundable or non-modifiable cannot, in any case, be modified.

Requests for modification will only be considered subject to availability and agreement by the hotelier. They will not, in any case, involve any refund or credit regardless of the original room type or price even in the event of a change of service and/or duration of the stay.

The booking modification will be effective only after receipt, by the client, of the hotelier confirmation indicating the new conditions, by e-mail (or, failing any e-mail address and only in that specific case, by regular mail)

In the event of differed arrival or early departure, the total cost of the stay will be redeemed. No refund will be granted for these reasons.

## **Cancellation Policy**

Reservations deemed « non-cancelable, non-refundable, non-modifiable » cannot, in any case, be either canceled or changed, and no deposit will be paid back.

Under these conditions, the cancellation policy is as follows:

To cancel a reservation, a client must forward a request, by e-mail ([info@leboisdesdames.com](mailto:info@leboisdesdames.com)) or regular mail.

The cancellation becomes effective once confirmed by the hotelier who will indicate the conditions by e-mail (or, failing any e-mail address and only in that specific case, by regular mail)

Cancellation costs: except exemption stated by the hotelier or force majeure as mentioned below, cancellations costs are as follows:

- High season (the season is indicated at the time of reservation) and groups (any time period)
  - More than 90 days prior to arrival: fixed cost of 25 euros per room
  - Between 90 and 45 days before arrival date: 50% of the total amount of the stay, including VAT.
  - Less than 45 days prior to arrival / No show / Early departure: 100% of the total amount of the stay, including VAT.
- Other seasons or periods
  - More than 30 days prior to arrival: fixed cost of 25 euros per room
  - Between 30 and 7 days before arrival date: 50% of the total amount of the stay, including VAT.
  - Less than 7 days prior to arrival / No show / Early departure: 100% of the total amount of the stay, including VAT

The total amount of the stay is stated in the reservation confirmation.

The cancellation costs mentioned above are acquired by the hotelier as a penalty clause and cannot be opposed by the client.

The client is informed that Domaine le Bois des Dames does not offer any cancellation insurance and that he should consider subscribing his own insurance by himself.

## **Refund / Payment of cancellation fees**

In the event of a cancellation leading to a refund from the hotelier, the paid deposit is either refunded to the client within a maximum period of 15 days from the date of cancellation or transformed in a credit note valid 12 months, at the client's choice.

If the cancellation, no-show or modification of a reservation leads to the client's liability in accordance with the above conditions, the client consents to pay the hotelier the due amount within a maximum period of 15 days from the date of cancellation.

The hotel will withdraw the total amount due, or the balance due, from the client's credit card which information has been provided at the time of reservation.

In the event that such withdrawal would be impossible, whatever the cause (no card on file, card expired, lack of confirmation by the client...) the client is held responsible for the payment of the amount due by wire transfer and within a maximum time frame of 15 days.

By default, the hotelier will be entitled to sue the client by any way, in order to reach an amicable or legal settlement, and this at the client's expense.

## **Force Majeure**

If the cancellation takes place in a situation of Force Majeure, no cost will be due (except for reservations dully acknowledge as non-cancelable, non-changeable or non-refundable)

In accordance with the provisions of article 1148 from the French Code Civil "Force Majeure relates to any situation nonrelated to all parties and showing a nature at the same time unpredictable and insurmountable, that prevents the client or the hotelier to perform any or all the obligations planned by the contract.

Are notably excluded: any circumstances due to a personal situation (sickness, loss or expiration of travel documents, legal or familial...), public recommendations with no compulsory nature, cancellation or rescheduling of an event for which the reservation was made, transport disruption or meteorological disturbance...

## **Responsibility**

The client commits himself as well as his party (persons or animals for whom he has custody and responsibility) to respect, during the length of his stay, the internal rules of the hotel and to prevent from attempting to the quietness of the premises and of its clients, or any doing that would be contrary to good morals and public order.

The hotelier denies any responsibility in case of theft of goods or objects, except if they have been entrusted to be kept by the hotel and upon delivery of a signed receipt.

## **Claim**

Any claim in relation with a stay at the hotel must be addressed within 30 days following departure, and by registered mail, under threat of foreclosure, to the following address:

SAS Domaine le Bois des Dames  
1510, route de Clansayes  
F-26230 Chantemerle les Grignan

## **Governing Law**

The present terms and conditions are submitted to French law and to the jurisdiction of the Tribunal de Commerce of Romans sur Isère (26, Drôme, France)

## **Computing and Freedom**

The data required at the time of booking is necessary for the good processing of the request.

This information has for sole recipients the hotel concerned by the request for reservation and its intermediaries or providers. This communication can take place solely if it is compatible with the realization of operations devolved to hotel Le Bois des Dames, under said Terms and Conditions and needed for the processing of the hotel reservation contract and its follow-up.

Pursuant to Act L.78-17 from January 6, 1978, the client is informed that information of a nominative nature communicated to Domaine le Bois des Dames is computer processed, and this unless explicit opposition from his side.

This computer processing is declared at the CNIL (Centre National Informatique et Liberté)

The client has the right, at any time, to access, modify or suppress any data by contacting Domaine le Bois des Dames at [info@leboisdesdames.com](mailto:info@leboisdesdames.com)