

Château de Montastruc



Terms and General Conditions for seasonal vacation rentals

(Version – January 2016 – translated from the French reference document)

The owners of the Château de Montastruc are pleased to offer you the castle for seasonal rental. Rentals reserved through commercial agents referencing Montastruc in their offering of vacation rentals are subject to the terms and conditions imposed by these agencies. Rentals made directly with the owners are subject to the general conditions of the Chateau de Montastruc listed below.

The use of the website www.montastruc.com for any seasonal rental of the castle of Montastruc means your automatic acceptance without reservations of the general terms and conditions.

The signing of the booking form and payment of the amounts owed for the booking imply knowledge and acceptance of the present general conditions subject to the legislation in force in France for rentals.

1. THE PROPERTY

The property known as the Château de Montastruc is a monument of which the Castle and park are classified in its entirety as a historical monument. As such, the rental of the Château involves constraints that must be met.

2. RESERVATION

2.1 – Reservation

After being informed of the availability of CHATEAU DE MONTASTRUC and your decision to rent, a booking is made in your name, which must be confirmed within seven (7) days from signing the reservation form and paying a deposit which is non-refundable. The non-refundable deposit is equal to TWENTY FIVE (25) % of total stay.

You benefit in accordance with law (article L 121-21 of the Consumer Code) to a right of withdrawal which may be exercised within SEVEN (7) days from the date of booking.

The signatory of the booking form certifies that he is authorised to act in the name and on behalf of all persons specified in the booking form and that he accepts these terms and conditions of the booking, this includes anyone who is added or replaced at a later date.

No reservations will be accepted from persons under the age of 18.

By signing the Booking Form, the signatory agrees for himself and all occupants of the rented place, to take responsibility for all payments that are unpaid. All payments must be made by transfer to the account whose references are attached to Booking Form and Terms and Conditions.

The entire bank charges remain the responsibility of the client. Given, however, delays in transmission of a Bank transfer and in order to maintain the option of the booking whilst waiting to receive funds to our bank account, the client will be asked to send an email to the owner or representative with a copy of the Payment Order, Booking Form and an insurance certificate of civil liability insurance within 72 hours.

As long as the reservation has not been confirmed, the owner or his representatives reserves the right to make changes and especially to correct any errors in the prices quoted or displayed.

After receiving the booking form, payment and the required insurance contract of booking, a Confirmation Booking email will be sent to the signatory in charge of the group detailed in the Booking Form. In the event of any inaccuracy of any information, you need to immediately notify the owner's representative of the corrections that need to be made, any request made later may be impossible to modify.

2.2 – Balance of Payment

The balance of the payment must be paid in full at least TWELVE weeks or EIGHTY FOUR DAYS prior to arrival at CHATEAU DE MONTASTRUC, including the deposit.

A reservation that occurs within TWELVE weeks or EIGHTY FOUR DAYS of arrival at the Chateau must be paid in full, including the security deposit.

2.3 - Additional Services

Insofar as possible, we try to facilitate your needs in complementary services and will put you in relation with external providers (catering, service to the person, etc.). However, we take no responsibility for these services which must be committed directly by your care with providers.

3. DEPOSIT / DEPOSIT

Deposit

The amount of the breakage deposit shall be €2000 to cover possible damage to the Chateau and grounds, this does not limit the liability of the lessee to this amount in case of greater damage. The entry into the premises is subject to these rules.

If no damage is observed at the end of the occupancy and, if all the charges remaining due

(including outstanding special requests when booking) have been paid, the deposit will be returned directly by the owner or representatives within a minimum of fifteen (15) days and only by bank transfer.

Otherwise the deposit will be refunded after deduction of necessary repairs or replacement of rental equipment as well as the settlement of charges. A detail of repairs and charges levied will be sent to the tenant.

Any damage that is not necessarily visible on the departure of the occupants, the owner or his representatives reserves the right to charge for damage found in the Chateau itself after the departure.

In addition, the deposit is refunded according to the following: in principle, unless instructed differently, the deposit is refunded to the signatory and minus any transfer fees charged to our bank. A RIB (Bank Details) is required for this operation. You will be provided with a document at the beginning of your stay and this should be completed with your bank details and returned to the Chateau Manager before your departure.

4. PRICE

The price includes all taxes and fees. Prices are in euros and are presented by week rental. No dispute regarding the price of the stay will be taken into account after signing the Booking Form.

5. CONTRACT

The signing of the booking form, receipt of all funds, deposit and insurance certificate makes the final contract between the parties, the owner and tenant. The tenant is subject to these terms and conditions.

6. PROCEDURES FOR ARRIVAL AND DEPARTURE

The rental is weekly.

The arrival is from seventeen hours (17.00), French local time. If you arrive late, notify the Chateau (by telephone, by e-mail address) subject to acceptance after 20h. Upon arrival, the tenant is hosted by a person to explain the general operation of the Property and to sign an inventory.

On the day of departure, the tenant must leave the property no later than TEN (10.00) hours. In case of difficulty on this point, notify the Chateau when booking or arrival. An inventory will be carried out between NINE (09.00) hours and ten (10.00) hours, the person signing the lease can not escape it without being represented. In case of difficulty on this point, notify the Castle when booking or arrival.

7. CAPACITY

The number of people (occupants) is limited as indicated on the booking form. The number of occupants at the Chateau, adult or child, is limited to twenty (20) maximum in any event. If the occupants are added to the original list (Booking Form), and this exceeds the number of twenty, we without notice or refund or compensation, will evict all of the tenants for non-compliance with the number of occupants. However visits to the Chateau without staying are not prohibited.

8. RENT THE CHATEAU - EXCLUSION OF AGRICULTURAL LAND AND BUILDINGS

8.1 – Chateau Rental

The property CHATEAU DE MONTASTRUC is rented fully furnished and equipped. The weekly price includes bed linen and towels for the bathrooms, beach towels for the pool, cleaning 3 hours per morning for 6 mornings a week a final clean and electricity and water. All other costs are charged to the tenant. The linen is changed weekly. Any additional changes must be requested at the time of booking and there may be an additional charge, subject to acceptance at the time.

The Castle can be heated if necessary. The heating is included in the rental price from November to Easter inclusive. Any request for heating outside this season will be charged at €500 per week. All other costs are charged to the tenant.

For all other additional services desired by the tenant, a request must be made to the owner or his representatives who, according to the type of application, are able to arrange or plan, but they will not provide its implementation, which will be directly provided by an external provider to the Chateau. Payment of all services and charges will be made locally and directly. In this case an additional amount will be charged corresponding to the workload in addition.

8.2 - State of Play

An inventory will be made between 17h and 18h on entry and arrival at the Chateau by the person signing the lease and a representative of the owner. The inventory will be re-checked in the same way on the day of departure between 9am and 10am.

With the exception of depreciation from the normal use of the rented property, any lost, broken, deteriorated or damaged shall be replaced at its replacement value by the tenant that it requires (see above Section 3 of these general).

9. ANIMALS

In general, animals are not accepted.

The owner or his representatives are therefore entitled to refuse access to any animal in the property.

The tenant has been informed in this regard, it can not in any way challenge the clause and will at its expense have to pay for the care of his animal at a specialist organisation or leave the location without being able to claim any compensation or refund.

If the owner or his representatives accept the pet, the tenant agrees to leave the property in a perfect state of cleanliness, leaving under no circumstances any hint of the presence of an animal during the stay. Access to the pool is of course forbidden to animals. Failure to follow these basic rules of hygiene would be subject to additional rent that could be deducted from the deposit. Any damage caused by animals is the sole responsibility of the tenant and will be deducted from the deposit.

10. OUTDOOR AND SWIMMING POOL

10.1 - Pool

The pool is not open all year, the normal period it is open is from May to September. Outside

this period it is down to the tenant to check whether the pool is ready to use or not. No price reduction can be achieved in case of closure of the pool, whatever the reason.

Every pool has dangerous risks. On arrival the tenants should familiarize themselves with the location, layout and depth of the basin. Instructions for using the pool are displayed and require a full reading before first use. Attention is drawn to people's standards for safety as well as safety equipment in place and they are asked to observe all safety precautions associated with it.

No child should be left alone or unsupervised near the pool and they are not allowed to walk along the pool without an adult present.

No glass/porcelain or other hazardous items should be used around the pool.

10.2-Outdoors

Children are not allowed to walk unaccompanied on the property of CHATEAU DE MONTASTRUC.

There are a number of natural and artificial wells, ditches and ponds around the property, these can be dangerous and children should be warned not to explore and not to enter. It is charged to the tenant to assume full responsibility for the safety of all occupants of its leader.

11. THE PHOTOS

It is not forbidden for tenants to take pictures. However, the pictures of the castle can not be used or sold without the consent of the owner or his representative.

12. OBJECTS FORGOTTEN

All valuables left at the Property are left at your own risk. The owner or his representatives and its stakeholders are not responsible for any loss.

13. FORGOTTEN OBJECTS

The shipping costs to return the items left are the responsibility of the tenant.

14. CHILDREN

Children at all times must be under the supervision and responsibility of accompanying adults.

The owner or his representatives, manager and its stakeholders can not be held responsible for accidents (serious or light) that they suffer.

15. SMOKERS

It is forbidden to smoke inside the property CHATEAU DE MONTASTRUC.

16. CANCELLATION BY TENANT

At any time, the tenant may cancel the booking. However, the cancellation must be in writing: email, fax or letter to CHATEAU DE MONTASTRUC. Cancellation is effective from the date of receipt of the written word.

If canceled twelve weeks or more before the date of arrival at CHATEAU DE MONTASTRUC, you will lose the deposit which is non refundable after booking 25% (we recommend you take out cancellation insurance).

If canceled twelve weeks or less before the date of arrival at CHATEAU DE MONTASTRUC as in case of cancellation for lack of some or all are agreed, the owner is entitled to demand payment of the cost total rental. In this case if a customer replacement can be found for the period that the tenant has canceled, he may be entitled to a refund of all money paid less the difference between the price paid by him and the price paid by the customer replacement. (We recommend you take out cancellation insurance).

If you leave the property before the end of the rental period, no refund will be made. The breakage deposit will be refunded in accordance with the above conditions.

17. CANCELLATION / AMENDMENT TO LEASE

If CHATEAU DE MONTASTRUC is obliged to modify or cancel the lease specified in the booking confirmation, you will be informed as soon as possible and may, as appropriate, be offered an alternative date to the nearest start of your contract. If extra rental would apply, no supplement will be charged.

If you are not satisfied with the alternative or it is not possible for an alternative date, you will be refunded the full amount paid.

18. INSURANCE

It is strongly recommended for all tenants that they take out comprehensive travel insurance. The tenant is obliged to insure the leased premises (Third Party Liability cover), therefore the tenant is required to send a certificate of insurance at the time of booking.

19. CLAIMS

Any complaints during your stay must be brought to the attention of the owner or his representative on site. No claims will be accepted after the departure from the property, CHATEAU DE MONTASTRUC.

20. OBLIGATIONS OF TENANT

In general, the tenant must:

Be a good guardian and ensure good housekeeping. The special events (weddings, receptions ...) are subject to prior approval from management.

Making sure that there are clean rooms, furniture and equipment, outside plant and equipment is in good working order and in general leaving the state of property and its furniture, equipment and facilities in the way it was provided.

Do nothing by way of family or relationship to affect the tranquility of the neighborhood.

To allow during the rent in the leased premises, works whose exigency does not permit their deferral.

Immediately notify the the owner or his representative on site for any loss and damage occurring within the leased premises, even though there may be no visible damage.

Allow access to the property of CHATEAU DE MONTASTRUC before leaving for the inspection of output.

Allow access to the property of CHATEAU DE MONTASTRUC for maintenance and cleaning (gardeners, pool maintenance, housekeeping)

The tenant is responsible for all breakage, damage, loss or damage to property CHATEAU DE MONTASTRUC and payment of such damages.

The stationing of caravans and tents are not allowed inside the property or grounds of CHATEAU DE MONTASTRUC.

The present lease having been granted only for seasonal, tenant agrees to leave the premises on the date specified in the contract.

Any failure or defect in any capacity whatsoever, including outdoor equipment, swimming pool, gardens must be reported without delay to allow any intervention as quickly as possible.

In case of incorrect or harmful behavior by anyone, the owner and its representatives or agents reserve the absolute right to immediately terminate the stay of the person concerned. In this case the person concerned must leave the property immediately and pay all expenses of his return and more generally all costs and expenses incurred as a result of such termination and he shall not be entitled to any refund or compensation in any capacity whatsoever.

21. USE AS A PLACE OF MARRIAGE

A surcharge of € 800 will be paid by you to cover the use of Chateau de Montastruc as a wedding venue for a day of your stay beyond the rental price for your stay at the Castle. The manager will be present at the Castle throughout the wedding day to help and supervise. We will provide the wedding venue only. We do not organise any additional services. You agree to organise all the additional services yourself or with the help of a wedding planner who is employed by yourself. We accept no liability for the wedding event itself.

All companies that you use to provide services during your stay, including the wedding day, must leave the chateau and the park as found. If this is not the case, additional cleaning will be arranged and will be at your expense.

The exact date of the marriage must be confirmed at least 3 months before the date of the booking. A list of all clients and staff attending on the day must be given to us a minimum of 21 days before the marriage. The maximum capacity is 100 guests for weddings, including those staying at the Castle. The approximate number must be stated on the booking form. Any increase in the number of participants will be entirely at our discretion and we reserve the right to refuse entry to anyone beyond the agreed number.

The interior of the Castle is not to be used for wedding guests on the wedding day. Inside the Castle is the exclusive use of the guests staying for the week. The only exception is the use of toilets on the ground floor and use thereof must be requested and confirmed by our manager before the wedding day.

The pool must not be used during the "marriage" event. The pool can be opened during the day, but it should be closed as soon as the "marriage" event begins and guests start to arrive at the chateau. Access is strictly prohibited during this period. The pool shutter will be closed.

The refundable damage deposit will be € 2000. The guests who arrive by car should be made aware that they must park in the parking area in the meadow which is on the left before entering the Castle grounds. The parking area is not paved. We take no responsibility for any damage to cars parked in this area. Vehicles and their contents are parked at their owner's risk. You must purchase a separate insurance policy to cover any liability for these cars.

You or your guests must not drive in a manner that might cause problems or disturb other guests or neighbours. We reserve the right to intervene if a serious disturbance is detected. You are responsible for all noise amplifiers and other equipment. We reserve the right to intervene if a serious disturbance is detected. All amplified music must cease at 12.30 on the morning after the wedding celebrations.

We are not responsible for any electrical equipment brought into the premises. It is your responsibility to ensure compliance.

You must arrange for appropriate licenses for the service or sale of alcoholic beverages, as well as any copyrights.

On the wedding day, all guests (non-staying) must leave the premises before 01.00.

The premises must be left by guests, catering, staff, bar and live music later than 10:00 on the last day of the rental so that the premises can be checked and cleaned for the next guests.

Failure to allow sufficient time, could lead to a deduction from the deposit.

22. OUR OBLIGATIONS

You will find the premises in good working order and repair, as well as the facilities listed in the contract in good working order.

We ensure a peaceful location of the leased premises and ensure the vices and defects that hinder them;

We will maintain the premises fit for use for the intended use.

23. DATA PROTECTION

According to the Law on Data Protection of 1998, security measures are taken to protect the personal information you have provided.

On the Booking Form for safety, full information of all members of the group who stay at the CHATEAU DE MONTASTRUC is requested.

After you have left, if you want your personal information to be removed from the database of the owner or his representatives please inform us.

23. RULES AND TERM OF THE CONTRACT

This lease is entered into as a temporary home and craft. The premises can not be used as a main or even secondary and the tenant may not practice any business, craft or profession. As a result, the contract will be governed by the provisions of the Civil Code and by the conditions herein.

The lease cannot be extended without the prior written consent of the owner or his representatives accepting the tenant.

In case of dispute, the parties elect domicile at the address indicated on the Booking Form.

24. NOTES TO THE TERMS AND CONDITIONS

The following documents are given to the tenant together with the terms and conditions of which they are parties:

- Booking Form
- Payment Details of the owner

By signing these terms and conditions by the tenant or the representative of the group, it acknowledges having full knowledge and all the annexes.

(an English copy of the general conditions can be provided on request)

done at
the
Name and signature

In duplicate

Translation Only