



July 2024 Edition

## **GENERAL RENTAL CONDITIONS TO CONSUMERS**

---

### **Art. 1. Identity of the seller (the “Company”)**

Company name : LES CABANES DES CAUSSES DU QUERCY  
Business name/brand : LES LODGES DU QUERCY  
Shape : SAS  
n°RCS : 914 684 634  
VAT number : FR59914684634  
The head office : LES LODGES DU QUERCY  
1236 Chemin de Lespinasse  
46360 LES PECHS DU VERS  
Phone number : +33 6 27 34 46 37  
Email address : [contact@leslodgesduquercy@gmail.com](mailto:contact@leslodgesduquercy@gmail.com)  
Site internet : [www.leslodgesduquercy.com](http://www.leslodgesduquercy.com)

Director or co-director of the publication : Mr. Sébastien Barry

Hosting provider : Amen  
Address : 12-14 Rond-Point des Champs Elysées  
75008 PARIS  
Phone number : 01 70 99 53 41

### **Art. 2. Scope of application of the General Conditions**

These General Conditions apply to all rentals of lodges with services, made from July 10, 2024

### **Art. 3. Essential characteristics of the Services**

The Services subject hereto consist of **locations** per day, **unusual furnished tourist accommodation** in the forest, without guarding, namely three lodges, each of **surface habitable** of 20.01 m<sup>2</sup>, perched on stilts at around 5 meters in height, intended for a maximum of six people, one couple per lodge, each with a bedroom with a King Size bed (180 cm x 200 cm) with a bathroom with a walk-in shower, a double sink, separate WC, a spa on the terrace, a minibar area equipped with a mini fridge, a NESPRESSO coffee maker with kettle function. The lodges are all equipped with bed sheets, towels, bathrobes and disposable slippers, as well as a 32-inch television, and crockery (stemmed glasses, water glasses, champagne flutes, plates, cups, cutlery for two people)

**There is no kitchen area**

They each have a smoke detector

A private parking space for vehicles is accessible at the entrance to the site

The accommodations are all exclusively **non-smoker**

The accommodations are equipped with access **Wifi** broadband

The **household** is included in the price

You will find the lodges in an impeccable state of cleanliness, a deduction of 50 euros from the deposit will be made if on your departure, the lodges were not in the same state of cleanliness as on your arrival

**Situation** accommodation in the town : approximately 3 km from the center of the village of Les Pechs du Vers (accessible only by car), approximately 4 km from all amenities (village of Labastide Murat) and approximately 20 km from Cahors

**People with reduced mobility, be careful** : the lodges are accessible by footbridges but their width is unsuitable for wheelchairs

**The lodges are unsuitable for young children. In any case, children remain under the constant supervision of their parents and/or responsible adults** : under no circumstances do guardrails and protections replace adult supervision

**Animals are not allowed** on the site

**Optional services : Terroir platters / Romantic appetizers / Romantic ambiance / Californian and Shiatsu massages** : all these options are available on our website under the Services menu, in the "Book our services" tab. You will be able to choose the desired services and confirm your request. We will process your requests as soon as possible, and you will receive a confirmation email with a payment link to be paid by credit card. You will also have the option to pay by bank transfer. The options will be confirmed upon receipt of payment. Catering options must be ordered no later than 10 days before your arrival date.

**A minibar** is available in each accommodation. Consumption is billed extra (see below)

**Assurance** : Responsibility for the accommodation becomes that of the Client upon taking out the rental.

The Customer must take out the necessary insurance and in particular a civil liability contract for the duration of the rental and present it to the Lessor on request. The Customer may be

held liable for any damage to the accommodation and its surroundings as well as for any accident/incident occurring during the rental period.

The Customer's property stored in the accommodation or left in his vehicle in the parking area is his exclusive responsibility; it is up to the Customer to decide whether or not to insure them

#### **Art. 4. Order**

Opening an account with usernames and passwords defined by you is mandatory for any order over €120

To place an order, you must select the accommodation and check its availability on the reservation link sent from our website then complete the reservation form (the information marked with an asterisk is mandatory). A summary screen is displayed for rereading to allow you to correct any entry errors before clicking on the “ *order with payment obligation* ”. The order is final upon payment of the full price. An order confirmation email will be sent as soon as possible upon payment, with a copy of your order, these General Conditions and the internal regulations

We draw your attention to the need to keep your usernames and passwords strictly confidential in order to avoid any identity theft and any dispute over the validity of your order

#### **Art. 5. Order cancellation**

##### **5.1 No right of withdrawal**

**Please note that the Customer has no right of withdrawal.**, in accordance with article L221-18 of the Consumer Code: “ *The right of withdrawal cannot be exercised for contracts: ... 12° Provision of accommodation services, other than residential accommodation, goods transport services, car rentals, catering or leisure activities which must be provided on a specific date or period* »

Consequently, orders are final upon payment provided for in the “Order” article

##### **5.2 Option of cancellation with forfeit**

In the absence of a legal right of withdrawal, the Lessor grants the Customer the right to cancel his order with a penalty, the amount of which depends on the cancellation date :

- Cancellation over **30 days** before the start of the rental, forfeiture of **50 %** price ;
- Cancellation **between 30 and 15 days** before the start of the rental, forfeiture of **80 %** price ;
- Cancellation **less than 15 days** before the start of the rental, forfeited from **the entirety** price.

However, if the accommodation could be re-rented before the start of the scheduled rental date, the amount of the above charge will be reduced in proportion to the re-rental period within the limit of 95% of the initially agreed price, the charge of 5% remaining definitively acquired by the Lessor for the administrative and commercial management of the relocation

In the event of a cancellation attributable to the Lessor, the amount of compensation due to the Customer may not be less than the amounts above.

The Customer is advised to take out cancellation insurance

## **Art. 6. Price**

### **6.1 Rental price**

The price applicable for each lodge and the different periods of the year is that displayed on the reservation site and the advertisement; the price list is also available on request from the Lessor. The price is inclusive of VAT and includes breakfast.

The estimated amount of the tourist tax and its method of calculation are excluded from the displayed price (any regularization attributable to the Customer being his responsibility) as well as any costs linked to the order

The rental price excludes any food service, massage/shiatsu, or any mini-bar consumption, but these services are available as an option

### **6.2 Price of minibar drinks**

The price of drinks taken from the minibar is displayed in the immediate vicinity of the minibar, above or inside the equipment, and available on request from the Lessor. Any bottle, any opened food, is invoiced and payable in cash

We accept cash and credit card payments (Visa, Vpay, Mastercard, Maestro, American express, Google pay, Apple pay, contactless)

## **Art. 7. Security deposit**

A security deposit of 200 euros payable upon ordering, except for a period agreed by the Lessor, is requested before handing over the keys to guarantee payment of all sums (in principal, interest and accessories) due to the Lessor **(i)** for the occupation of the accommodation by the Customer and the occupants declared on the order, **(ii)** for any damage to the accommodation and equipment of all kinds contained therein as well as to the shared space where the lodges are installed, **(iii)** for any repairs or compensation to which the Lessor may be required towards any third parties such as neighbors due to disturbances or damage attributable to Customers and finally **(iv)** for consumption collected by the minibar

The security deposit does not bear interest, except in the event of a delay in restitution not justified by a claim from the Lessor, as specified below

In the event of deduction, the Customer is entitled to demand supporting documents

In the absence of dispute, the security deposit is returned without charge or undue delay and, in any event, no later than thirty-one days from the return using the same means of payment as that used for the initial transaction, and otherwise it bears interest at the legal rate

## **Art. 8. Payment**

### **8.1 Means of payment**

The price is payable by transfer or credit card. The house does not accept checks

## 8.2 Late payment

Without prejudice to any other consequences provided for by law, any late payment automatically accrues default interest calculated on the amount including tax of the unpaid amount at the legal rate increased by five percent from the day after the due date of the payment amount concerned

### Art. 9. Individual police form upon entry to the premises

It is recalled that in accordance with the Code of Entry and Stay of Foreigners, **which is imposed on the Lessor** :

**Art. R814-1** For the purposes of preventing disturbances to public order, judicial investigations and research in the interest of individuals, ... renters of furnished tourist accommodation ... are required to complete, or have completed, and signed by the foreigner, upon arrival, an individual police form, the model of which is fixed by order...

**Art R814-2** The personal data collected pursuant to article R. 814-1 include:

1° The name and first names;

2° The date and place of birth;

3° Nationality;

4° The foreigner's usual domicile;

5° The foreigner's mobile telephone number and email address;

6° The date of arrival at the establishment and the planned departure date.

Data relating to children under the age of 15 may appear on the form of an accompanying adult.

**Art. R814-3** The files established pursuant to article R. 814-1 must be kept for a period of six months and given, upon their request, to the police services and gendarmerie units.

This transmission can be carried out in dematerialized form.

**Art. R810-1** ... the provisions of articles ... R.814-1 to R.814-4 are applicable to foreign nationals whose situation is governed by Book II Provisions applicable to citizens of the European Union and members of their family

The form model is set by the Order of October 1, 2015. In the absence of signature of an occupant's form, the Lessor may refuse to hand over the keys, the agreed rent remaining due. Consequently, the Client and all occupants of the accommodation are asked to bring their identity documents with them

### Art. 10. Delivery and return of keys

The keys are handed over and returned in person. Arrivals are possible between **3 p.m and 5 p.m.** the first day of rental and departures until **11:00** the last day of rental

The departure time is imperative, the accommodation being subject to re-rental within the same day; the impossibility of allowing the entry of the new arrival into the accommodation at the due time will give rise, **without formal notice** prior to re-invoicing the Customer for an additional night, conversely, any delay in the delivery of the keys by the Lessor will automatically give rise to compensation under common law

In the event of a delay on arrival, the Customer is invited to notify the Lessor as soon as possible in order to facilitate their entry into the premises

## **Art. 11. Occupancy of premises**

Under no circumstances may the Client take up residence in the rented accommodation

The Client must occupy the premises personally and peacefully. Any assignment of the lease or subletting is expressly prohibited. The Client and his guests refrain from any noise, any nuisance and any throwing of objects of any kind through the windows and openings of the accommodation. Waste must be thrown into the baskets and bins provided for this purpose. The Customer's vehicle must be parked only in the location provided for this purpose. No damage must be made to the accommodation and its equipment, nor to the land and development on which it is located.

We remind you that access to lodges and facilities is **exclusively** reserved for people whose names appear on the order

### **Extracts from the Civil Code**

**Art.1728** The lessee is required...to use the rented thing reasonably, and according to the [tourist] destination given to him by the lease.

**Art.1729** If the lessee does not use the rented thing reasonably or uses the rented thing for a use other than that for which it was intended, or which could result in damage to the lessor, the latter may, depending on the circumstances, make terminate the lease

**Art.1730** If an inventory has been made between the lessor and the lessee, the latter must return the thing as he received it, according to this condition, except for what has perished or been degraded by obsolescence or force. major.

If no inventory has been made, the lessee is presumed to have received them in good condition for rental repairs, and must return them as such, unless proven otherwise.

**Art.1731** If the client decides to leave the accommodation early for personal reasons, no partial refund is automatically due from the owner.

**Art.1732** He is responsible for damage or losses that occur during his use, unless he proves that they occurred without his fault.

**Art.1733** He is liable for the fire, unless he proves that: the fire happened by fortuitous event or force majeure, or by a construction defect or that the fire was reported by a neighboring house.

## **Art. 12. Claims and guarantees**

### **12.1 Claims**

We recommend that you check the condition of the premises and equipment upon your entry and upon your departure, in the presence of the Lessor, then express your reservations in writing.

The Company's contact details to which any requests regarding complaints can be made are provided in Article 1

## 12.2 Legal guarantee

### Extracts from the Civil Code

**Art.1720** The lessor is required to deliver the item in good condition for repairs of all kinds. He must make, during the term of the lease, all repairs that may become necessary, other than rental ones.

**Art.1721** The lessee is owed a guarantee for all defects or defects in the rented item which prevent its use, even if the lessor was not aware of them during the lease.

If these defects or defects result in any loss for the lessee, the lessor is required to compensate him.

**Art.1722** If, during the term of the lease, the rented item is completely destroyed by fortuitous event, the lease is automatically terminated; if it is only partially destroyed, the lessee may, depending on the circumstances, request either a reduction in the price, or the termination of the lease itself. In either case, there is no claim for compensation.

**Art.1724** If, during the lease, the rented thing needs urgent repairs which cannot be postponed until its end, the lessee must suffer them, whatever inconvenience they cause him, and although he is deprived, while they are made from a part of the thing rented. ...

If the repairs are of such a nature that they make what is necessary for the housing of the lessee and his family uninhabitable, the lessee may terminate the lease.

**Art.1725** The lessor is not required to guarantee the lessee from the disturbance that third parties cause by force to his enjoyment, without claiming any right over the thing rented; except for the lessee to pursue them in his/her personal name.

## 12.3 Commercial guarantee

No additional commercial guarantee is offered by Lessor beyond the legal obligations above

### Art. 13. Force majeure

No Party will be considered responsible or in default for any delay or non-performance following the occurrence of a case of force majeure usually recognized by the French courts

### Art. 14. Personal data

The information collected during orders is mandatory, each time it is indicated by an asterisk, for the consideration and contractual processing of your orders by the Lessor and under its responsibility, or to ensure, in the legitimate interest of the latter, monitoring our relationships (promotions, statistics, prospecting, etc.). Other information is optional and intended only to get to know you better. They are hosted in the European Union and they are destroyed three years after our last contact. No profiling will be carried out without your prior information. To access your data, request their rectification, their portability, their limitation or erasure in the cases provided for by law, withdraw your consent, or for any legitimate reason for opposition to their processing, send your request to Les Lodges du Quercy at contact details mentioned in art.1. The public data control authority is the CNIL, 3 Place de Fontenoy, Paris 7<sup>th</sup>

**Art. 15. Consumer mediator**

The Lessor reports to the following Consumer Mediator :

**Tourism and Travel Mediation**

Contact on site: [www.mtv.travel](http://www.mtv.travel)

**Art. 16. Applicable legislation and competent jurisdiction**

All disputes to which the purchase and sale operations concluded in application of these general conditions could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences will be submitted to the competent courts under the conditions common law

If the Customer's usual domicile is located outside France, the competent court to hear any possible dispute is the Cahors Judicial Court

-----