

General Terms and Conditions of the Résidence Maminotte (GTCM)

Article 1: Application of the General Terms and Conditions of the Résidence Maminotte

The Résidence Maminotte is managed by PYLA RESIDENCES, a simplified joint stock company with a capital of €10,000, whose registered office is at 3 avenue des Acacias 33115 La Teste-de-Buch, France.

These General Conditions apply to any and all reservations made by the customer. They are available on the Résidence Maminotte website. Their full and unreserved acceptance is required to validate the reservation. In the case of telephone bookings, they are sent by email with the booking confirmation, for validation by the customer.

A customer may not derogate from these General Conditions of the Résidence Maminotte without a bipartite stipulation to the contrary agreed in writing with Résidence Maminotte.

Article 2: Prices, tourist tax

The prices indicated are in Euros and include VAT. The prices that apply are those in force on the day of booking.

Tourist tax and additional services (e.g. parking, extra linen kit) are not included in the price and must be paid on site during your stay.

The tourist tax is calculated according to the rules of the tourist office of La-Teste-de-Buch, applicable on the day of the customer's arrival (<https://taxe.3douest.com/latestedebuch.php>).

Prices include VAT applicable on the day of booking and any change in the VAT rate will be automatically applied to the prices indicated on the date of invoicing.

Article 3: Reservation procedure, deposit

Reservations can be made directly on the Résidence Maminotte website, by post, e-mail, directly or by telephone. A written confirmation is sent to the customer specifying the name of the customer as well the apartment or studio rented, the dates and the rental price. These General Terms and Conditions are attached to the confirmation.

To confirm a booking, a deposit of 25% of the total cost of the stay must be paid at the time of the reservation (at the latest, within 48 hours of the reservation). The balance must be paid no later than 14 days before arrival.

The deposit does **not include** tourist tax or any additional services. Deposits can be paid

- Directly on the Résidence Maminotte website by credit card at the time of booking, if the booking is made online,

- By direct debit from a bank card (VISA or MASTERCARD) if the booking is made by telephone, by sending bank details (the company Pyla Résidence undertakes to use these details only for this purpose, and not to divulge them),

- By bank transfer (the bank details for the transfer, as well as the exact amount of the reservation, will be sent to the customer by Résidence Maminotte).

Article 4: Cancellation conditions and charges

All reservation cancellations must be notified in writing to SAS Pyla Résidences.

In the event of a cancellation, the following charges will apply:

- **25% of the total cost** of the stay if the cancellation is received **up to 14 days before** the scheduled **arrival** date.

- **100% of the total cost** of the stay if the cancellation is received **less than 14 days before** the scheduled **arrival** date.

Article 5: No show, late cancellation, late arrival and early departure

In the event of a no-show (or late cancellation and no-show by the customer), the full amount of the planned stay will be payable by the customer (if the customer is not informed of his or her arrival, the flat or studio will be kept for 24 hours after the planned arrival date).

For any shortened stay or late arrival, the full amount of the reservation will be due.

Article 6 : Payment methods

Stays may be paid for by credit card (VISA or Mastercard), bank transfer or in cash.

Article 7: Stay at Résidence Maminotte, security deposit and inventory of fixtures

A valid form of identification must be presented for all rentals at the Résidence Maminotte.

The customer must pay a security deposit of EUR 400,- including VAT (credit card imprint or cash) on arrival.

The customer accepts and undertakes to use the apartment or studio in accordance with the rules of etiquette and good manners.

An inventory of fixtures form will be given to the customer on arrival and an inventory of fixtures will be made on departure.

In the event of any damage noted by the establishment when the customer leaves and not reported by the customer when taking possession of the apartment or studio, the establishment reserves the right to invoice the customer for the cost of restoring the apartment or room.

The establishment cannot, under any circumstances, be held responsible for damage of any kind whatsoever.

Smoking is prohibited on the premises in accordance with the law of January 2, 2008.

A laundry area with washing machine and tumble dryer is available to guests at set times.

4 parking spaces are available in Résidence Maminotte's private parking lot at an additional charge of 8 euros (VAT incl.) per space per day (subject to availability).

Article 8 : End-of-lease cleaning

Final cleaning is included in the price of the apartment or studio. In the studio, however, the customer is responsible for washing up.

If the customer leaves the apartment or studio in an indecent state, the Résidence Maminotte reserves the right to charge an additional cleaning fee.

For stays of more than 1 week, the establishment will, if the customer so wishes, offer a small interim cleaning service at no extra charge. This includes replacement of used towels and vacuuming. Clean sheets will be provided once a week at no extra charge for stays longer than this.

Article 9: Excess of maximum capacity

The customer undertakes to declare all persons travelling with him and to respect the maximum number authorized per apartment. The maximum number of people per apartment is 4 and for a studio 2; a baby sleeping in a cot does not count and a cot is provided free of charge (subject to availability).

If the maximum number of people per apartment is exceeded, Résidence Maminotte reserves the right not to rent the accommodation, without refund of the deposit or payment of any compensation whatsoever. The full amount of the stay will remain due in accordance with article 4 "cancellation conditions and charges".

Article 10 : Insurance

The customer certifies that he/she has taken out civil liability insurance to cover any damage caused in the establishment during his/her stay.

The customer is responsible for the safekeeping of all goods and equipment brought into the establishment. The establishment cannot be held responsible in the event of damage to or theft of such property.

The customer and his insurers waive all recourse against the establishment, its staff or its insurers for any direct or indirect prejudice resulting from the total or partial destruction of any equipment.

Article 11 : No animals

Animals are not accepted by the establishment.

Article 12 : Liability

The Résidence Maminotte cannot be held responsible for any changes to the structure.

The photos on the website are not contractual; modifications (furniture, renovation) may be made. As a result, the customer cannot make any claim in this respect.

Article 13 : Force majeure

The obligations set out in these GTCM do not apply in the event of force majeure such as: natural disaster, fire, flood, war.

Article 14 : Complaints and disputes

In the event of a complaint, the customer must state the subject of the complaint in writing within 7 working days of the end of his or her stay. After this period, the service will be deemed to have been accepted by the customer.

In the event of dispute, and in the absence of amicable agreement, the competent courts will be those of the registered office of the company Pyla Résidences.