

GENERAL TERMS AND CONDITIONS OF SALE

The present general terms and conditions of sale apply to sales made between the hotels Le Nessay (Boulevard du Béchet, 35800 Saint Briac sur mer or La Maison du Nessay (8 rue de la Ville Assier, 35800 Saint Briac sur mer) hereinafter referred to as the "Hotels" and the client hereinafter referred to as "the Client(s)". They are available on our website: www.lenessay.com

PREAMBLE

The purpose of these general terms and conditions is to define the terms and conditions under which the Hotels enable their Clients to benefit from all of the Services available, particularly with regard to bookings.

- on the website www.lenessay.com
- by phone +33 (0)2.99.210.210
- On site at Le Nessay reception
- Through our partners

RESERVATIONS & DEPOSIT

The rates communicated are public, in €, taxes and services included, except for the tourist tax which will be paid on site. The amount of the tourist tax is likely to vary according to the legal provisions which could be taken. The package rates (breakfast, half-board, etc.) are made up of indivisible elements and are non-refundable in case of non-use. The price of the room(s) agreed upon at the time of booking and paid by the client is the definitive rate. The client may not claim a change of rate on his/her confirmed reservation in the event of subsequent promotions offered by the establishment via its reservation service, its website or other partner sites. All bookings will be confirmed after receipt of a first deposit, and the balance due before the client's arrival according to the following conditions:

For the guest rooms and suites at Le Nessay:

Flexible rates:

Deposit of 50% of the total amount of the stay at the time of booking.

The balance must be paid 1 days before the client's arrival.

For the guest rooms of La Maison du Nessay:

Flexible rates:

Deposit of 50% of the total amount of the stay at the time of booking

The balance must be paid 1 day before the client's arrival

For La Maison du Nessay:

Flexible rates (from September to June):

Deposit of 50% of the total amount of the stay at the time of booking

The balance must be paid 1 day before the client's arrival

Flexible rates (from July to August):

Deposit of 50% of the total amount of the stay at the time of booking

The balance must be paid 14 days before the client's arrival

The Client declares that he/she has obtained from the Hotels all the information necessary to make his/her choice and to proceed with the reservation.

Any reservation made through the website www.lenessay.com implies the consultation and full and unreserved acceptance of these general terms and conditions as well as the conditions of sale of the reserved rate expressly mentioned in the description of the rate selected at the time of booking.

The Client must confirm by ticking the box that he/she has read and accepts the general terms and conditions and the terms and conditions of sale of the rate booked before definitively confirming the booking; no booking is possible without this agreement.

For all other types of booking, the payment of the first deposit confirms the booking and thus implies acceptance of our general terms and conditions of sale and cancellation. If the balance due is not paid on the agreed date, the stay will be considered as cancelled by the client and the sales conditions will apply accordingly.

In the case of payment by bank transfer or credit card, the bank charges must be paid by the client, and added to the total amount of the stay.

For direct bookings (on site, by telephone), the Client is informed of the availability of these general terms and conditions of sale on our website in the email they receive with their confirmation of stay. Confirmation of a booking implies acceptance of these terms and conditions of sale and full and unreserved acceptance of their provisions.

The Client has the option of saving and editing the general terms and conditions using the standard functions of their browser or computer.

CHANGE & CANCELLATION OF STAY

The Client is reminded, in accordance with article L. 221-28-12 of the Consumer Code, that he/she does not have the right of withdrawal provided for in article L. 221-18 of the Consumer Code.

The Terms and Conditions of Sale of the rate booked and accepted by the Client specify the terms and conditions for cancelling and/or modifying the booking.

Modification of the stay

All requests for changes to the dates of stay or cancellations must be notified in advance in writing to the reservation department.

Interruption of the stay and unused services

Any stay interrupted by the client, or any services booked and not used due to the client, for any reason whatsoever, including medical reasons and force majeure, will not give cause for any refund.

Cancellation made by the client

In the event of a no-show or in the event of the client's inability to arrive on the scheduled day, the charges will be 100% of the nights concerned. In the event of a no-show, the guest has 24 hours to notify the hotel of a new arrival date. After 24 hours, the hotel reserves the right to re-sell the room.

We advise guests to take out an insurance policy covering cancellation costs with their insurance company.

All reservations are subject to the following cancellation policy:

For the guest rooms and suites at Le Nessay:

Flexible rates:

Cancellation free of charge up to 1 days before arrival, refund of deposit paid

Cancellation between 1 days and scheduled arrival: 100% charge, no refund

For the guest rooms of La Maison du Nessay:

Flexible rates:

Cancellation free of charge up to 1 days before arrival, refund of deposit

Cancellation between 1 days and expected arrival: 100% charge, no refund

For La Maison du Nessay:

Flexible rates (from September to June):

Cancellation without charge up to 1 days before the expected arrival: refund of the deposit paid

Cancellation between 1 days and expected arrival: 100% charge, no refund

Flexible rates (from July to August):

Cancellation without charge up to 14 days before the expected arrival: refund of the deposit paid

Cancellation between 14 days and expected arrival: 100% charge, no refund

Special COVID-19 policy:

Cancellations related to the COVID-19 are possible with a deferral of the reservation amount or with a refund in the following cases

If the French government decides to close French borders

If the French government bans a country (or region) from travelling to France

If a foreign government prohibits its citizens from travelling, advises against travelling or imposes quarantine

If travellers (French or foreign) test positive for Covid-19 less than 72 hours before arrival.

Conditions of application:

Sending the positive test result in the name of the traveller in French or English

If the reservation concerns several rooms, the cancellation will only concern the room of the travellers who tested positive.

Obligation at the time of booking to provide the names and identity documents of each occupant of the room or suite. If these details are not provided at the time of booking confirmation, no cancellation will be possible in the event of a positive test.

Cancellation made by the Hotel

The reservation contract may be terminated by the hotel owner, without this giving rise to the payment of damages to the client, in the case of an event constituting force majeure, or in the advent of the hotel's inability to operate. Any deposits paid by the client will be refunded.

CONDITIONS OF STAY & LIABILITY

The Client undertakes, prior to any reservation, to complete the mandatory information requested when creating the reservation file.

The Client attests to the truthfulness and accuracy of the information provided.

At the time of booking, you will be asked for the number of people - adults and children - occupying the room as well as the surnames and first names of each person. Under no circumstances may the number of persons exceed the maximum capacity of the room.

All persons staying in the hotel must present a valid identity document at check-in. If they fail to do so, Le Nessay or La Maison du Nessay may refuse to rent them a room and/or cancel the reservation they have made without the possibility, where applicable, of a refund, in accordance with the Terms and Conditions of Sale of the rate reserved.

Pets are not allowed in Le Nessay or in La Maison du Nessay.

Arrival and departure times must be respected failing which the client will be subject to an additional charge corresponding to the rate for the extra night.

Arrival: 5 p.m.

Departure: 11.00 a.m.

Any extras consumed by guests must be paid for on the day of departure by credit card, cheque or cash at reception.

The Client undertakes to respect the private or common areas and will be held responsible for any damage caused by him/her. Any behaviour contrary to public morality and order will cause the hotel management to ask the Client to leave the establishment without any compensation or refund.

Any damage caused by the guest or by the occupants of the room or in the various areas occupied by the guest during their stay must be reported to the hotel reception and may be billed directly to the guest for the cost of repair.

For safety reasons and out of respect for everyone, smoking is strictly forbidden in the hotels. In accordance with the Public Health Code in its provisions setting out the conditions for the application of the ban on smoking in places designated for collective use, smoking in the Hotels exposes the client to the fine stipulated for third class offences or to legal proceedings.

Penalties equal to a maximum of the price of the room booked may be applied if the Client does not respect the sign prohibiting smoking in his room.

The photographs shown on the website are not contractual. Although every effort is made to ensure that the photographs, graphic representations and texts reproduced to illustrate the Hotels presented give as accurate an idea as possible of the accommodation services offered, variations may occur, particularly due to changes in furniture or possible renovations. The Client may not claim any compensation for this.

In accordance with the laws and regulations governing intellectual property rights, the use and/or reproduction of all or part of the elements making up the offers of Le Nessay or La Maison du Nessay present on the site are strictly forbidden, as is any reproduction of the decorations and/or characteristic elements of the Hotels.

Le Nessay and La Maison du Nessay reserve the right not to host or to expel, without reimbursement, clients whose dress is indecent and unkempt, clients whose dress is intended to conceal the face (Law N°2010-1192 of 11 October 2010), clients whose behaviour is noisy, incorrect or alcoholic, clients whose behaviour is contrary to hygiene, good morals and public order. Proper dress is required in the restaurants and in the public areas of the Hotels.

The Client shall be courteous and respectful towards the Hotels' staff. Under penalty of exclusion without refund, the Client shall refrain from any verbal or physical violence, any racist behaviour or remarks or any form of harassment.

RATES

The rates for the rooms or for the House are given before and at the time of booking.

The prices quoted are per room for the number of persons and date(s) selected for Le Nessay and the rooms of La Maison du Nessay. The prices quoted are for the entire House for the number of person(s) and date(s) selected for full occupancy.

Unless otherwise stated, additional services (breakfast, half board, full board...) are not included in the price.

The total amount of the reservation will be indicated when the Client confirms the reservation.

The prices take into account the VAT applicable on the day of the reservation and any change in the VAT rate will automatically be reflected in the prices indicated on the date of the invoice.

Prices are confirmed to the Client inclusive of all taxes, in the hotels' commercial currency (the Euro).

The rates quoted are valid for a specific period only. All reservations are payable in the local currency of the hotels.

Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be reflected in the prices indicated at the time of invoicing. Indeed, the rates may be increased by different taxes depending on the city. These taxes will be communicated to the Client at the time of booking, if they are known to the hotels at that time.

The Client undertakes to pay the various taxes, without any dispute, to the hotel that has been reserved.

PAYMENTS

The Client communicates his payment details either to prepay the reservation before the stay, or as a guarantee of the reservation in the event of a "no show". In the case of a bank card, the information required is: the bank card number, with no spaces between the digits, the date of validity (it is specified that the bank card used must be valid at the time of the stay) and the visual cryptogram in the case of prepayment.

The means of online payment available and communicated include Visa, Mastercard and American Express.

When making a reservation with Le Nessay or La Maison du Nessay for an amount of more than 5,000 euros, the Client will systematically be asked to make payment by bank transfer. Payment by bank transfer may also be requested for smaller amounts or at the express request of the Client.

The Client will be asked, upon arrival, to make a pre-authorisation of 150.00 Euros for the rooms at Le Nessay and La Maison du Nessay and of 1,000.00 Euros for the rental of La Maison in order to guarantee any extras.

PERSONAL DATA

Your personal data requested in the context of your reservation, i.e. your title, surname, first name, postal address, telephone number with country code, e-mail address, payment card details (number, type of card, name of holder, expiry date and cryptogram if transmitted to us) as well as any data communicated or generated by your navigation constitute confidential data.

Certain information requested in the forms is mandatory and is indicated by an asterisk. If you choose not to provide this information, we will not be able to process your request.

ENTIRETY

These General Terms and Conditions of Sale, the terms of sale of the rate booked by the Client, and the booking confirmation constitute the entirety of the parties' obligations.

No general or specific conditions communicated by the Client may be incorporated into these general conditions.

In the event of any contradiction between the booking confirmation and these terms and conditions, the provisions set out in the booking confirmation shall be the only ones applicable to the obligation in question.

COMPLAINTS

Your satisfaction is our priority. If you have any complaints, it is important to mention them when you arrive at the hotel, or afterwards, when any complaint must be made in writing within 10 days.

Any request for a specific orientation or characteristic of the accommodation is considered as a preference and does not constitute a contractual guarantee. It does not give any right to compensation.

For any dispute concerning the interpretation and execution of these conditions and which could not be settled amicably, the Client may refer the matter to the mediator of Tourism and Travel, whose contact details are as follows
Médiation Tourisme et Voyage

Postal address: MTV Médiation Tourisme Voyage, BP 80303 – 75823 Paris Cedex 17

Email : info@mtv.travel

Information : <http://www.mtv.travel>