

General terms and conditions

The sale of tourist services is conducted according to the aforementioned terms and conditions (pages 1 and 2) as well as according to the following conditions:

Particular sales conditions:

Photos and descriptions:

The photos illustrating our tourist rentals are non binding and cannot incur Archipel Evasion's liability. The descriptions of the tourist rentals are drawn up with care and updated regularly. However we cannot be held responsible for certain changes (modifications made since the publication on our site or some unfinished or temporarily interrupted amenities (maintenance work, climatic hazards). Our tourist rentals are not hotel structures (complexes). A faulty element (appliance) cannot be replaced immediately. The repairer's response time is to be taken into account and does not entitle the customer to any compensation.

Arrival and departure times:

The tourist rental must be vacated at 12H00 at the latest on the day of departure and can be occupied only from 5p.m. on the day of arrival. Those schedules can be arranged beforehand, on a case by case basis at the conclusion of the contract. The prices are calculated on the basis of a number of nights and not days. As a result, if for various reasons (flight delays, natural circumstances...) the first and last day are shortened because of a belated arrival or an early departure, no refund can be made. The inventory is at 11pm.

Number of participants:

The tourist residence must be occupied by the number of people stipulated in the contract. The amenities that go with the lodging (swimming pool, accommodation...) are solely for the use of the people stipulated in the contract. If the local agent notices that throughout the stay the rental has been occupied by more people than stipulated in the contract, Archipel Evasion will be entitled to ask for compensation prorated according to the number of extra persons based on the original amount of the service. Under no circumstances can the number of extra persons exceed the sleeping capacity of the rental. In case of refusal, the local agent will be entitled to ask the people not mentioned in the contract to leave.

Tourist tax:

Tourist taxes are to be paid on-site. As their amount is established by the townhall, it can vary from one municipality to another. It can never exceed one and a half euros per person over twelve years old.

Charges:

The service includes water and electricity expenses. In some properties, you are requested to abide by customary practice rules as regards air conditioning (at night only for instance). In the event of noncompliance with the rules the local agent will be entitled to make a deduction from the security deposit.

Disturbances:

The customer has an obligation not to disturb his (her) neighbours. Organising parties, ceremonies...is strictly prohibited except prior agreement with Archipel Evasion before the conclusion of the contract. In the event of non compliance with that clause, the local agent will be entitled to ask for the party held in the property to be stopped. The owner or Archipel evasion will be entitled to claim compensation for ascertained damage.

Animals:

The customers are required to notify Archipel Evasion if they travel with animals. Their admission is subjected to the rental owner's approval. Archipel Evasion or the owner of the rental can never be held responsible for the consequences arising from a wandering animal. The customer is the only one who is accountable for any damage caused by his (her) animals.

Children's safety:

In all cases including when the property has a swimming pool, the parents alone are responsible for the supervision and safety of the children accompanying them. Neither the owner nor Archipel Evasion can be held responsible in case of an accident.

Safety deposit:

The tourist residences require the handing over of a security deposit cheque to the local agent. It will be returned within seven days following the departure inventory. In the case of missing or broken objects, or the return of the premises in such a state that extra cleaning hours are needed compared to the ones stipulated in the contract, a sum, at the discretion of the owner or Archipel Evasion will be deducted from the safety deposit. In case of disagreement between the local agent and the customer about a possible deduction from the security deposit, a negotiation should be set up directly between the owner and the customer. If the assessed cost of the damage caused is higher than the security deposit a file will be sent to litigation by the owner, and if need be, both parties can put in an insurance claim. The customers must ask their insurer for an increase in coverage for their main residence (free in most cases) for the duration of their stay or take out a liability insurance in order to protect themselves against that risk.

Litigation:

All cases of litigation or dispute will have to be notified to Archipel Evasion at the latest 24 hours after the handing over of the keys which will enable us to come to an amicable settlement. After that deadline, and if no rental problem is noted on the spot, no claim will be admissible.

Payment terms:

The reservation is effective only when Archipel Evasion has received the customer's downpayment, even in the case of preliminary booking whether oral or written. The customer is requested to pay the balance 30 days before arrival at the latest. Should the booking be made less than 30 days before his (her) arrival, the total amount has to be paid to confirm the booking. Non compliance on the part of the customer with the terms stipulated in the contract will be regarded as a cancellation requested by the customer. As a result, the terms, in the event of cancellation by the customer (below in this document) would apply. Archipel Evasion advises you to take out the April insurance policy whose link you will find on our website. Under all circumstances, the customer remains liable for the payments of all the agreed-upon amounts for the products or services ordered. All bank transfers from a bank outside France must be made out exclusively in euros. Bank transfers from abroad are subject to 1% surcharge to cover bank fees.

Rental insurance:

The residence is insured by the owner who commits to delivering it in a perfect state of repair and cleanliness, in accordance with the description on internet and the standards in effect. However he (she) can't be held responsible in the event of theft, loss, accident, damage of any problems which might occur to his (her) customers or to their belongings. The customers alone are responsible for their things and personal belongings. The customer must insure the residence that is handed over to him against rental risks (fire, water damages...) Therefore, he must check that his main residence insurance policy covers holiday rentals. If not, the customers are invited to take out an insurance. Archipel Evasion recommends the insurance APRIL whose link you will find on our website.

The customer is required to report within 24 hours any incident having occurred in the residence, its outbuildings or annexes.

Cleaning at the end of the stay:

Our policy is to make sure that every newcomer is delivered a rental in a perfect state of cleanliness. So, after your departure, the rental needs to be cleaned thoroughly and to carry out that task we have our own cleaning staff. That is why, in order to cover the end of stay cleaning costs the customer must pay a lump fee. However, the customer is requested to leave the rental in a decent state of cleanliness. Do not forget to empty the trash can, do the washing up...Non compliance with this clause will incur a deduction from your safety deposit.

Natural or exceptional disasters:

In the event of a cyclone, a natural or exceptional disaster, strikes compelling the customers to cancel or shorten their stay, Archipel Evasion will neither make a refund for the days when the rental is left vacant, nor bear the extra expenses due to the occurrence.

Modifications of the contract:

In the event of the customer wishing to modify one of the specifications of his contract, (change of date of arrival, modification of the length of stay, of the number of participants) and as long as those modifications are possible at the same price, a 150 euro fee will have to be paid to cover the extra administrative costs caused by those modifications. A date change leading to season change will result in a readjustment of the tariffs on top of the modification costs.

Cancellation terms:

ARTICLE L.121-20-4 OF THE CONSUMER CODE: The accommodation, transport, catering, and recreational services provided at any date or according to a given frequency do not fall within the scope of the seven day withdrawal period applied by (stated in) the consumer code. The purchase of such services on the site www.archipelevasion.com is materialized by the payment of a deposit. Once that payment has been made, the cancellation terms as stated below will apply as of right. Any cancellation has to be made by registered post with acknowledgement of receipt. The day taken into account for the cancellation will be the day when Archipel Evasion receives the registered mail with acknowledgement of receipt. In order to cancel his (her) reservation, the customer will have to inform Archipel Evasion by registered mail with acknowledgement of receipt. Therefore, the provisions below apply depending on the period between the day of cancellation and (date when the mail was sent) and the scheduled departure date.

1. Cancellation by the customer: Grid of the cancellation fees:

More than 30 days: 35% of the rental amount
From 30 to 21 days: 50% of the rental amount
From 20 to 14 days: 75% of the rental amount
Less than 14 days: 100% of the rental amount

Cancellation and comprehensive cover insurance

Archipel Evasion systematically offers its customers cancellation insurances and comprehensive cover insurances (cancellation, assistance, repatriation, tenancy liability insurance etc...) The clauses and guarantees covered by the insurance contracts are available online on the website. When paying the insurance premium the customer fully accepts the clauses and guarantees linked to the contract.

In the event of cancellation before departure, or an accident onsite (need for a refund of medical expenses, need to be repatriated, etc...) The customer must directly use the phone numbers provided by APRIL, corresponding to the situation. Archipel Evasion will never handle directly such a request. Even in the event of the contract being completed online by Archipel Evasion or from the site www.archipelevasion.com, the insurance contract is exclusively established between the customer and APRIL. Under no circumstances can Archipel Evasion substitute for APRIL in the handling of any accident whatsoever.

2 - Cancellation by Archipel Evasion:

In the event of Archipel Evasion having to cancel an option put on a rental by a customer following an oral or a written request, the customer is not entitled to any compensation whatsoever as long he still has not made a first payment and Archipel Evasion has not cashed it. If Archipel Evasion cancels the offered service within the 7 days following the first payment, the customer will be refunded the full amount of his payments. No further compensation will be made regardless of the period between the booking date and the departure date (Therefore including last minute requests).

In the event of cancellation after the seven days following the payment by the customer Archipel Evasion will have to provide, a rental corresponding to the same destination, and belonging to at least the same category as the one mentioned in the contract. As long as those conditions are met the customer will not be in a position to turn down that alternative offer. If those conditions are not met, the following conditions will apply according to the date of cancellation :

30 days and + before the scheduled departure date : refund of deposit.

Between 29 and 15 days before the scheduled departure date : refund of all the payments made plus 10% of the amount of the rent.

Between 14 and 8 days before the scheduled departure date : refund of all the payments made plus 15% of the amount of the rent.

Less than 8 days before the scheduled departure date : refund of all the payments made plus 20% of the amount of the rent.

The customer will not be eligible for any compensation if the cancellation of the services is due to a case of force majeure or the fact that his (her) security is at stake. Under no circumstances can the provisions of this article hinder the conclusion of an amicable agreement whose goal is to get the customer to accept a replacement stay suggested by the agent. No refund of services provided by other agencies than Archipel Evasion (plane ticket, car rental, etc...) will be possible.

Excursions:

A minimum number of participants is required for certain excursions. Those are group excursions, but the booking is made on an individual basis. As a result, Archipel Evasion is unable to set a deadline to inform the customer in case of cancellation. However, should any excursion be cancelled by the service provider, the customers will be refunded their booking fees.

II – General sales conditions:

Reproduced under article R. 211-14 of the tourist code. These conditions govern the sale of services as defined in article L. 211-1 of the tourist code, but do not apply for booking transactions or transport ticket sales(flight only) that do not fall within the category of " package tours", pursuant to articles L. 211-2 and L 211-3 of the tourist code.

Click the following link to read corresponding articles regarding French tourism code(in french):

www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=A2EE5EB01C8192485EA2BFEC58D0D3EC.tpdjo16v_3?idArticle=LEGIARTI000021548587&cidTexte=LEGITEXT000006074073&dateTexte=20110408

Personal liability

Please check that your comprehensive home insurance policy includes a clause called "resort". This warranty is usually part of your comprehensive home contract. It ensures the validity of your liability on your holiday site (water damage, theft, fire ... or and with the neighbors during your stay).

To activate it, communicate details of your rental (address, features, and rental terms) to your insurer. You will receive within ten days a certificate of insurance for your vacation destination.

If you find that the resort clause is not part of your contract comprehensive home: you are always entitled to request an extension of your contract for the duration of your stay.

- If you do not have any insurance, that is you will be able to subscribe for the duration of your stay via our Office you will find the link on the Archipel Evasion Website.