

General terms & conditions for holiday rentals

Les Lataniers in Piton Saint Leu - Magellan Studio in Sainte-Marie

Article 1 - Duration of stay

The client (client: signatory and his companions) signing the rental agreement, concluded for a specified period and set dates, may under no circumstances claim any right to maintain occupancy of the rented apartment after the end of the stay.

Article 2 - Conclusion of the rental agreement

The booking becomes valid once ModesoVacances have received a deposit of 30 % (long-term stay) or 50 % (stay < 6 nights) of the total rental amount and the duly completed reservation form.

The client will receive the rental agreement to sign and return no later than 30 days prior to the beginning of the stay.

The balance of the total rental amount is to be paid at the latest 30 days prior to the arrival.

If the stay is being reserved less than 30 days prior to the arrival date, the total rental amount (100 %) is due upon reservation.

This rental agreed upon by the signatories may on no account be beneficial, not even partially, to a third party without the written consent of the Manager.

Any violation of these stipulations may result in the immediate cancellation of the rental to the account of the client with the proceeds remaining irrevocably in the possession of ModesoVacances.

Article 3 - Cancellation by the client

Any cancellation must be notified by registered mail addressed to ModesoVacances. Cancellation prior to the arrival: if the cancellation is received more than 30 days prior to the beginning of the stay ModesoVacances retain the deposit; if the cancellation is received within 30 days prior to the beginning of the stay ModesoVacances also retain the balance of the rental amount,

De facto cancellation: if the balance is not paid to ModesoVacances at least 30 days prior to the arrival, this rental agreement becomes null and void, ModesoVacances can make free use of their apartment and retain the deposit paid; if the client does not turn up or does not advise of his whereabouts within 24 hours following the arrival date set on this rental agreement it becomes null and void, ModesoVacances can make free use of their apartment and retain the total rental amount,

Shortened stay: if the stay is cut short for whatever reason, ModesoVacances retain the total rental amount.

Article 4 – Cancellation by ModesoVacances

ModesoVacances retain the entire use and ownership of their holiday apartments concerned by the clauses of this agreement. As such, if ModesoVacances cancel the stay, the amount paid will be refunded in full to the client and ModesoVacances will make every effort to facilitate the re-lodging of their clients.

Article 5 - Arrival/Departure

The client must turn up at the date and the time set on the rental agreement to move into the apartment. In case of a different or late arrival the client must inform ModesoVacances in order to agree on another arrival time.

Check-in: 3 pm, check-out: 9:45 am; 8:45 am if the client does not do the final cleaning himself.

Luggage storage is at the client's disposal.

Article 6 - Inventory and condition check in the presence of both signatories

Upon arrival ModesoVacances give a tour of the apartment and submit an inventory to the client. The move-in inventory and report of condition will be signed by both parties taking into account e. g. the cleanliness of the apartment and its equipment.

The client is responsible for keeping the apartment and equipment clean throughout the stay. Upon departure the client makes sure that the flat is perfectly clean and the waste has been removed from all the bins in the different rooms.

If the client wishes to be exempted from the final cleaning an extra fee is due. The move-out inventory and report of condition will be signed by both parties.

On-site ModesoVacances present the recreational facilities, the restrictions on use and their functioning. The client is also liable for damage of commonly used equipment.

Article 7 - Security deposit

Upon arrival the client deposits the amount stated on the booking form which will be returned at the end of stay after the signature of the move-out inventory and report of condition. If damage has occurred (in the apartment or the common areas) or if the apartment has not been cleaned properly the security deposit will be returned after deducting the cost of replacement, repair or cleaning together with supporting documents as soon as possible. In case of heavy damage ModesoVacances will have recourse to the client's insurance. In case of an early departure preventing the signature of the move-out inventory and report of condition by both parties, ModesoVacances will take care of the necessary verifications and return the deposit within a week unless damage has occurred or the apartment has not been cleaned properly.

Article 8 - Insurance

The client must take out a travel insurance with civil liability because he is responsible for all the damage resulting from his actions. The client is obliged to supply proof of the subscription to the insurance before entering the apartment, failing which may result in ModesoVacances denying access without compensation.

Article 9 - Charges and tax

The total rental amount includes all charges and taxes plus a tourist tax. Wi-Fi internet access is free of charge at the Lataniers and at studio Magellan.

Article 10 - Courtesy, respect of the equipment and the environment

The client is to respect the other guests and the neighbours by adopting a courteous attitude and by avoiding making inopportune noise late at night or very early in the morning. The local custom may be unfamiliar to him but shall be respected. In each apartment house rules are to be found for the proper use of the premises and equipment. One of the rooms at Latanier vert is equipped with a bunk bed whose top is strictly forbidden to children under 6. Regarding the waste: each region has set up a waste sorting method the client must strictly obey.

Article 11 - Capacity

To avoid any cancellation of the rental the number of occupants shall not exceed the number initially specified on the rental agreement even if there are sufficient beds.

Visitors are allowed if the peace and quiet of the other guests is not being disturbed by their presence. ModesoVacances reserves the right to escort any undesirable visitor off the premises.

Article 12 - Leisure areas and swimming pool at the Lataniers

The access to the leisure areas (boules, table tennis, pool...) and the swimming pool area with the spa pool, subject to the compliance with the related rules, are exclusively reserved to our guests. No visitor is allowed to access these areas without explicit permission from ModesoVacances.

Article 13 - Disagreement

Any complaint regarding the inventory and report of condition of the apartment is to be lodged to ModesoVacances within 3 days after the entry into the apartment.

Any other complaint is to be addressed to ModesoVacances at the earliest opportunity by registered mail.



ModesoVacances

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