

**GENERAL TERMS AND CONDITIONS OF RESERVATION VILLA KILAUEA  
6 CHEMIN DU CANDEU 06200 NICE**

1. The owner has the obligation to welcome the guests and to be sure that they receive all the necessary attention and information in order to facilitate their stay.
2. Confirmation of reservation: The reservation is confirmed and binding once the owner has received a deposit of a minimum of one night per room booked. The payment of this deposit automatically means that the general conditions of sale have been read and accepted.
3. Payment: The total cost of the stay less any deposit made in advance has to be paid on arrival. The payment has to be made in cash, or with a French cheque. Bank charges are the responsibility of the guest. We don't accept credit card.
4. Cancellation made by the guest: Due to the small structure that is a bed and breakfast, all cancellations have a significant effect on us. Therefore:
  - a) In all cases, the deposit is not refundable and the owner reserves the right to ask the guest to pay the full price of the reservation he made.
  - b) In the case of a cancellation made less than 72 hours before the confirmed date of arrival, the full price of the reservation is due minus the number of nights we have been able to re-rent.
  - c) If the guest has not arrived before 7pm on the confirmed date of arrival and has not notified the owners of a later arrival time, the booking contract is automatically cancelled and the owners are free to give the room(s) to another guest. The owners are not obliged to refund the deposit and have the right to ask the guest to pay the full amount of the reservation.
  - d) In the case of a shortened length of stay, the full amount of the confirmed booking is due.
  - e) In the case of a reservation being cancelled after check-in, the owners have the right to claim the full amount of the confirmed booking.
5. In the case of a lengthy stay, we recommend that you take out a travel insurance that covers cancellations
6. Cancellation made by the owners: If the owner has to cancel the reservation before the beginning of the stay, he has to notify the guest and make sure the information is well received. Any deposit made will be refunded immediately and no further claims can be made.
7. Arrival: The guest is to arrive on the date as stated by the confirmed reservation, and no later than 19h unless previously agreed with the owner. If the guest is delayed he is to notify the owner.
8. Departure: No later than 11:00 am
9. Use of the premises: The guest is to respect the nature of the premises and use them accordingly. The guest is to show normal care and respect in the use of the room and is liable to reimburse the owner for any damage caused. Parents are responsible for the surveillance of their children, in particular at the swimming pool. The rooms are strictly non-smoking.
10. We reserve the right to change your choice of room for a room of a similar or superior category if required
11. Capacity: The reservation is only valid for the number of guests as stated in the confirmed booking. The owner has no obligation to accept any additional guest and such refusal will in no way change the validity of the reservation and will not be a reason for any refund.
12. Pets: Pets are not accepted. The owner has the right to refuse any unannounced pets, and such refusal will in no way change the validity of the reservation and will not be a reason for any refund.