

GENERAL TERMS AND CONDITIONS

1. General

These General Terms and Conditions are applicable and binding to all agreements/bookings regarding tourist accommodations and other accommodations for stays at ALUXTOUR S.A.R.L, operating under the name of "LA SAPINIÈRE", based at L-9836 HOSINGEN - LUXEMBOURG, with principal place of business at An Der Deckt 1a, hereinafter "LA SAPINIÈRE".

2. Bookings

Reservation requests from clients must always be confirmed in writing by LA SAPINIÈRE. If this confirmation is absent, the reservation or booking has not been made. At least one of the occupants must be at least 18 years of age. The maximum permitted number of people may never be exceeded (incl. infants). LA SAPINIÈRE reserves the right to cancel the booking without refund if this is violated.

The reservation will be confirmed within five days after receipt of the booking, either digitally or in writing. An invoice will also be made out to the client at that time.

If the reservation was made via the website, a digital invoice will be provided. LA SAPINIÈRE always reserves the right to refuse bookings without giving reasons. Unless otherwise indicated, all prices are in euros and include VAT. The prices stated in the price list and on the website are not binding, and LA SAPINIÈRE reserves the right to change these prices unilaterally, e.g. due to government measures including changes to taxes such as tourist tax.

3. Terms of payment

For bookings made later than 6 weeks before arrival, the full rental amount must be paid in full by means of online payment or bank transfer. If the client makes a reservation more than six weeks in advance, half the booking amount must be transferred within 8 days after the reservation date and the balance of 50% must be received by LA SAPINIÈRE no later than 6 weeks before arrival. Booking amounts up to €150 must be paid immediately and in full. Invoices must be protested by registered letter within 8 days after the invoice date. If this is not done they will be regarded as accepted. If the client has not paid the full booking amount within the specified period, they will be regarded as being legally in default and LA SAPINIÈRE shall be entitled to compensation of interest equal to 10 per cent per year as of the expiry date without any notice of default being required. Any costs reasonably incurred in the collection of the claim, either legal or non-legal, shall be at the client's expense. The non-legal costs shall always be equal to 15% of the amount in arrears with a minimum of €150.

4. Cancellation and changes

If the client cancels a travel agreement, aside from any reservation fees the following amounts will be owing:

- In case of cancellation to 42 days before starting the stay, 30% of the rental amount is owing;
- In case of cancellation as of the 42nd day to the 28th day before starting the stay, 60% of the rental amount is owing;
- In case of cancellation as of the 28th day to the date of arrival, 90% of the rental amount is owing;
- In case of cancellation on the day of arrival or later, the full rental amount is owing.

Cancellations will only be accepted for processing on business days during office hours and must be made in writing (info@lasapiniere.lu or to the office address). Cancellations outside office hours will be taken for processing on the following business day. Non-refundable reservations cannot be cancelled or changed. In such cases, 100% of the accommodation costs will always be charged. LA SAPINIÈRE is not required to honour a request to change an existing booking. If it does honour this request for a change, it is entitled to charge change fees. In case of early departure, the client is not entitled to a refund for the days not used.

5. Pets

It is permitted to bring a pet (maximum 1 per residence, 2nd only upon request and depending on the type of residence) provided LA SAPINIÈRE is notified of this in advance. The extra fees associated with this will be stated separately on the confirmation/invoice. The prices for this are also stated in the price list. Pets must be registered upon reservation and on arrival in the park. There are certain areas of the park where pets are not permitted. Pets must be free of any external parasites. Outside the rented residence, pets must be kept on-leash and droppings must be cleaned up. Upon departure, the client must return the residence free of hair.

6. House rules

To make the stay in the park as pleasant as possible for all guests, all guests must adhere to the house rules set by the park. The rules are available from the reception. Violation of these rules can result in removal from the park without refund of the rental amount or any part of it.

7. Check-in & Check-out

Check-in is possible as of 3:00 pm on the day of arrival. Check-out must be no later than 10:00 am on the day of departure.

Check-out will only be regarded as having taken place once the keys are delivered to the reception. In the event of a late check-out, LA SAPINIÈRE is entitled to charge a surcharge according to the applicable price list.

8. Complaints

Any complaint about the goods and/or services provided by LA SAPINIÈRE must be made known during the stay. If this is not done, LA SAPINIÈRE will deem its services as having been accepted.

9. Force majeure

Neither of the two parties will be liable for delay or shortcoming in the performance of the obligations described in this document if this delay or shortcoming was the result of force majeure. Force majeure shall be understood to mean all events independent of the intent of the parties such as: imperative government measures, fire, natural disasters, war, strike, lock-out, blocking of means of communication and/or data streams, etc. The agreement can be ended by either of the parties on this basis without any compensation.

10. Liability

LA SAPINIÈRE and the respective park are not liable for:

- Theft, loss or damage of any kind whatsoever during or as a result of a stay in one of the parks where it lets accommodations;
- Technical equipment being defective or out of service and the failure or shutdown of utilities in the park;

The client and their companions are severally liable for all loss and/or damage caused to LA SAPINIÈRE and/or third parties as a direct or indirect consequence of their stay, regardless of whether this was caused by the action or negligence of themselves or of third parties who were present in the park through their action, as well as all damages caused by any animal and/or item in their possession. In the event that the residence is not used correctly/left in a proper state, additional (cleaning) costs will be charged.

11. Final provisions; applicable law and jurisdiction

The nullity or defeasibility of any provision of these rental conditions shall not affect the validity of the other provisions. All agreements entered into by the lessor are exclusively subject to the jurisdiction of the district courts of Diekirch and the application of Luxembourg law.