

"Le Gîte de la Chapelle Saint-Laurent"

3-STAR TOURISTIC FURNISHED LODGING

TERMS OF SALES

Article 1 - Duration of stay: the client signing this contract, concluded for a fixed period, may not under any circumstances invoke any right to remain in the premises at the end of the stay.

Article 2 - Conclusion of the contract: the reservation becomes effective once the customer has sent the owner:

- the amount of the deposit planned for the stay,
- a copy of the contract signed before the date indicated on the contract (a second copy is to be kept by the customer),
- a copy of the signed internal regulations,
- the contract number and the name of the Civil Liability Insurance Company (ARC Villégiature)

The contract concluded between the parties to this act may in no case benefit, even partially, third parties, natural or legal persons, except with the written consent of the owner.

Any breach of this last paragraph would be liable to result in the immediate termination of the stay at the fault of the customer, the price of the stay remaining definitively acquired by the owner.

Article 3 - The customer will have to pay the balance of the agreed service **15 days before his arrival. Tourist tax and any additional services will be paid on the day of arrival.**

Article 4 - Late booking: in the event of a booking **less than 15 days** before the start of the stay, the full payment (with the exception of additional services and tourist tax payable on the day of arrival) must be paid without deadline upon receipt of the contract.

Article 5 - Cancellation by the customer:

Any cancellation must be notified to the owner as soon as possible.

For any cancellation by the customer of:

- more than 15 days before the start of the stay: 25% of the price of the stay will be retained, i.e. the deposit
- between 15 and 8 days before the start of the stay: 50% of the price of the stay will be retained

- between 7 and 4 days before the start of the stay: 75% of the price of the stay will be retained
- less than 4 days before the start of the stay, 100% of the price of the stay will be retained

If the customer does not show up, no refund will be made and the owner can dispose of his lodging.

Article 6 - Cancellation by the owner: when, before the start of the stay, the owner cancels this stay, he must inform the customer by registered letter with acknowledgment of receipt.

The customer will be reimbursed immediately and without penalties for the sums paid. He will also receive an indemnity equal to 25% of the price of the stay.

Special case: In the event of government regulations limiting the movement of people (example: pandemic), the customer will be reimbursed immediately and without penalties for the sums paid, but without compensation from the owner.

These provisions do not apply when an amicable agreement has been reached, the subject of which is the acceptance by the customer of a substitute stay proposed by the owner.

The owner reserves the absolute right to terminate, without notice or compensation, any contract whose object or cause is incompatible with the destination of the premises.

The owner is exempt from any liability in the partial or total performance of the contract resulting from a fortuitous event due to a third party or an act of God (bad weather, natural disasters, fire, water damage, other disasters. or serious bans, attacks, administrative closure ...).

Article 7 - Arrival: the customer must arrive on the specified day and at the time mentioned on the contract. In the event of a late or delayed arrival or a last minute impediment, the customer must notify the owner whose address and telephone appear on the contract. The time of departure is imperative (11 am) to allow preparation of the reception of new tenants, unless agreed with the owner.

Article 8 - Interruption of stay: in case of interruption of stay by the customer, no refund will be made.

Article 9 - Capacity of the lodging: this contract is established for a maximum capacity of 2 people. If the number of clients exceeds the capacity, the service provider can refuse the redundant people. Any modification or termination of the contract will be considered at the initiative of the customer and no refund will be made.

Article 10 - Insurance: the customer is responsible for all damage caused by him. He is obliged to contract with his Insurance Company a rental civil liability protection called "VILLEGIATURE" insuring all the premises entrusted to him, for damage such as fire, explosion, water damage that could be caused by himself or by his hosts during the rental period. An insurance certificate drawn up in the name of the tenant must be attached to the rental

contract. Failure to comply will result in the contract becoming null and void. In the event that the certificate is not attached to the returned contract signed by the tenant, the owner will inform the tenant of the nullity of the contract by returning the deposit paid and will therefore be able to dispose of his lodging.

The owner declines all responsibility in the event of theft and / or damage to the property of the tenant and his guests, including vehicles parked outside.

Article 11 - Use of the premises: the customer is required to enjoy the rented property in a reasonable manner. He must ensure the peaceful character of the lodging and make use of it in accordance with the destination of the premises and the neighborhood. In the event of non-compliance with this clause, the owner, after warning, reserves the right to interrupt the stay at the customer's fault.

Article 12 - Inventory: an inventory is drawn up jointly and signed by the tenant and the owner or his representative, on arrival and on departure from the lodge. This inventory is the only reference in the event of a dispute concerning the condition of the premises.

The state of cleanliness of the lodging on the arrival of the tenant must be noted in the inventory of fixtures. The cleaning of the premises is the responsibility of the tenant during the rental period. He must make the lodging clean and tidy: dishwasher emptied and clean, bins emptied and taken for selective sorting, unmade bed, folded bed linen.

Article 13 - Security deposit: a security deposit, the amount of which is indicated in the contract, is requested by the owner. After the contradictory establishment of the exit inventory, this security deposit will be returned, after deduction of the cost of repairing the premises if damage is observed.

In the event of early departure (prior to the time mentioned on this contract) preventing the establishment of the inventory of fixtures on the very day of the tenant's departure, the security deposit will be returned by the owner within a maximum period of a month.

Article 14 - Animals: the configuration of the property is not suitable for accommodating animals.

Article 15 - Payment of charges: all charges (electricity, water, heating, internet access) are included in the rental price, with the exception of the tourist tax for the benefit of the community of municipalities of Clunisois which must be paid at the arrival.