## TERMS AND CONDITIONS OF SALE – Gîtes de France

Article 1: This contract is intended exclusively for reserving stays in Bed & Breakfast facilities approved by the locally competent departmental or interdepartmental branch on behalf of the Fédération Nationale des Gîtes de France.

The Fédération Nationale des Gîtes de France may in no case be held liable for the use of its contracts by third parties or for non-tourism purposes.

Guests will receive a warm reception. The proprietor undertakes to personally welcome them with every desirable attention, facilitating their stay and helping them get to know the region.

- Article 2 Length of stay: The guest who signs the present agreement, entered into for a fixed period of time, may in no case invoke any right to remain in the premises.
- Article 3 Conclusion of the agreement: The reservation becomes effective when the guest has sent to the proprietor a deposit of 25% of the total price of the stay, with a minimum of one night per room reserved, and a copy of the signed agreement, before the date indicated on the back. The second copy of the agreement is to be kept by the guest. Prices are inclusive of all charges according to the description, excluding tourist tax.
- **Article 5 No right of withdrawal**: For bookings made by letter, telephone or Internet, the renter does not have the right of withdrawal, pursuant to article L121-21-8 of the Consumer Code relating in particular to accommodation services provided at a given date or according to a given frequency.
- *Article 8* Cancellation by the guest: Any cancellation must be made by mail or faxed to the proprietor.
- a) Cancellation before start of stay: if the cancellation is made more than 24 hours before the start of the stay, the deposit is kept by the proprietor.
  - If the cancellation occurs less than 24 hours before the start of the stay, the deposit is kept by the proprietor, who will also require payment of the balance of the price of the stay.
- b) If the guest does not arrive before 7:00 p.m. on the days scheduled for the start of the stay, the present agreement becomes null and void, and the proprietor may dispose of his rooms. The deposit is kept by the proprietor, who reserves the right to claim the balance of the price of the stay.
- c) If the stay is cut short, the full price corresponding to the initial stay is kept by the proprietor.
  - Additional services not taken will not be refunded.

*Article 6* – Cancellation by the proprietor: If the proprietor cancels the stay before its start, he must inform the guest of this by registered letter with confirmation of receipt.

Without prejudice to actions for compensation for any damages suffered, the amounts paid will be immediately refunded to the guest. You will also receive compensation at least equal to the penalty you would have owed if you had cancelled the reservation at that date.

**Article** 7 – **Arrival:** You must present yourself on the date specified and at the times mentioned in the present agreement. In the event of a late or postponed arrival, you must notify the proprietor in advance.

**Article 8** – **Payment of balance:** The balance is to be paid director to the proprietor upon arrival.

Additional food, beverages and services not mentioned in the present agreement must be paid to the proprietor at the end of the stay.

**Article 9 – Tourist tax:** The tourist tax is a local tax which you must pay to the proprietor, who then turns it over to the public treasury.

Article 10 – Use of premises: You must respect the peaceful nature of the premises and use them in keeping with their intended use. You undertake to return the rooms in good condition.

*Article 11* – Capacity: The present agreement is established for a specific number of persons. If the number of guests exceeds this number, the proprietor may refuse the additional guests.

This refusal may in no case be considered a change in or breach of the contract at the proprietor's initiative, so that if more guests leave than were refused, no refund will be given.

**Article 12 - Pets:** The present contract specifies whether you may or may not bring along a pet. If you do not comply with this clause, the service provider may refuse to accept the pets.

This refusal may in no case be considered a change in or breach of the contract at the proprietor's initiative, so that if the guest leaves, no refund will be given.

**Article 13 - Disputes:** Any complaint relating to the condition of the premises must be submitted to the departmental or interdepartmental branch of Gîtes de France within three days following the starting date of the holiday.

Any other complaint relating to a stay must be sent by letter as quickly as possible to the departmental branch of Gîtes de France that has the authority to issue a proposal in favour of an amicable agreement.

These provisions are without prejudice to any legal actions brought by you or by the proprietor.