

TERMS AND CONDITIONS

Article 1 - Length of stay: The undersigned to the present contract, concluded for a fixed period, shall not prevail under any circumstances of any right to an extended stay.

Article 2 - Conclusion of the contract and payment terms :
Booking becomes effective once the owner receives a signed copy of the contract, together with a downpayment of 40% of the total price of the stay from the customer, before the date indicated at the bottom of the contract. The second copy of the contract is for the customer's records.

A second downpayment of 35% becomes due 30 days prior to the arrival date. The remainder (25%) will be settled on site on arrival.

For a booking made less than 30 days before the desired date of arrival, payment of the full amount shall be requested upon booking.

Article 3 - Absence of withdrawal : For bookings made by telephone, post or over the internet, the customer does not prevail from a withdrawal period, as per article L121-20-4 of the French 'code de la consommation', specifically in relation with the provision of lodgings at a set date or for a set period.

Article 4 - Cancellation by the client :

a/ Cancellations must be notified to the owner by way of recorded delivery letter or email with read receipt.

If the cancellation occurs more than 90 days before the agreed arrival date, 100% of the sums already paid will be refunded.

If the cancellation occurs less than 90 days but more than 60 days before the agreed arrival date, 50% of the total amount of the stay will be due.

If the cancellation occurs less than 60 days but more than 30 days before the agreed arrival date, 75% of the total amount of the stay will be due.

If the cancellation occurs less than 30 days before the agreed arrival date, no refund shall be possible and the full amount of the stay will be due.

b/ **No show:** If the client does not make contact within the 24 hours following the agreed start date of his stay, the present contract shall become null and void and the owner may recover full use of his gite. Any downpayment shall remain the property of the owner, who will ask for the settlement in full of the stay.

c/ **Shortened stay :** In the case of a shortened stay, the initially agreed price shall remain due to the owner. No refund shall occur.

d/ **Reduction of guests' number :** Unless previously agreed in writing with the owner, no reduction in the guests' number compared to the number indicated in the present contract shall have a bearing on the initially agreed price.

Article 5 : Cancellation by the owner: - When the owner must cancel the booking previous to the guests' arrival, he must do so by way of recorded delivery letter or email with read receipt.

The client shall be refunded immediately of all sums already paid. Furthermore, he shall receive an indemnity equal to the penalty he would have borne had he initiated the cancellation at the same date.

Article 6 - Arrival : The client must arrive on the agreed day and

within the hours stated in the contract. In case of a late or belated arrival, the client must inform the owner.

Article 7 - Settlement of the remainder of the rental: The remainder (25%) must be settled at your arrival in the gite. Any expenses or extra services not mentioned in the present contract shall be paid to the owner at the end of your stay.

Article 8 - Taxe de sejour : 'taxe de séjour' is a local tax which the client must settle with the owner, who in turn pays it to the tax authorities, being a simple collection intermediary.

Article 9 - Safety deposit and inventory checks : Upon the client's arrival, a safety deposit, whose amount features in the attached contract, shall be required by the owner.

A full inventory list, together with an entry check-in form, are given to the customer upon his arrival. If this is not established jointly and signed by both client and landlord upon arrival (contradictory checking in procedure), then the entry check-in and inventory list established by the sole landlord shall alone stand. This can be contested by the client within 48 hours of arrival. If not contested, the check-in form together with the inventory list will be deemed fully accepted without any reservations by the client.

At the end of the stay, a joint check-out visit and inventory check shall be conducted by the client and the landlord, with each keeping a signed copy of the document.

If no such joint check-out visit and/or inventory check has taken place at the end of the stay, or if the client alone has established it, the absence of contestation from the landlord within 48 hours of the end of the rental period shall be deemed as acceptance of the restitution of the property in a good state and/or the inventory in full.

After establishing an outgoing inventory check jointly, the deposit shall be returned, minus any costs needing to be met to put the property back in its initial state.

In the case of an anticipated departure (before the check out time mentioned in the present contract) preventing the establishing of a joint outgoing inventory check, the safety deposit (minus any costs needing to be met to put the property back in its initial state) shall be returned to the client within 15 days.

Article 10- Cleaning deposit

Upon arrival, a deposit of one hundred (100) euros shall be secured from the customer, to ensure the good state of cleanliness of the property upon departure.

Upon the joint check-out check, it will be restituted in full when the property is satisfactorily clean. In case it is not, then the deposit shall be debited in full.

Article 11- Capacity : if the total number of guests arriving at the gite exceed the capacity authorized by the various regulatory bodies, the owner is fully entitled to refuse access to the excess guests.

This refusal shall in no case be construed as a modification to or breaking of the contract at the behest of the owner, so that, should the client leave as a result, no refund shall be possible.

Article 12 - Pets : Pets are not allowed in the gite, with the exception of guide dogs for the visually impaired. In case of non respect of this clause by the client, the owner is fully entitled to refuse entry to pets.



This refusal shall in no case be construed as a modification to or breaking of the contract at the behest of the owner, so that, should the client leave as a result, no refund shall be possible.

Article 13 - Internet Trust Charter: Here is a reminder of the French HADOPI law regarding internet use: No illegal downloads of works protected by copyright; no visits to site whose content is illegal such as pornography, paedophilia, racism, incitation to violence, attempt on human dignity.... . By signing this contract, the client commits to respecting the stipulations of the HADOPI law. The client shall respect this charter and fully discharges the landlord of any responsibility towards the use the client makes of the internet, directly or indirectly. The Wifi access code are personal and shall not be communicated to any third party without express agreement of the landlord.

Article 14 - Insurance : The client is responsible for all damages as a result of his actions. It is therefore required he subscribes a specific liability insurance to meet these risks. We also inform you specific insurance contracts exist to cover the risk of cancellation: as per the following link <https://www.albinet.fr/fr/assurance-annulation-sejour>

Article 15 - Landlord's declaration: The landlord declares he is the owner of the property and has its full disposal and enjoyment during the period defined in paragraph 3.

Upon request, the landlord will give proof by way of electric bill, council tax bill or any other official document serving that purpose.

Article 16 - Landlord's obligations:

- The landlord shall deliver the property in a good state of use and repair, and the equipment mentioned in the contract in a good working order.
- The landlord grants the client full enjoyment of the rented property and warrants it against any vice or defects which would hinder such enjoyment.
- The landlord commits to not effecting any repairs to the rented property during the rental period, except in case of emergency.

Article 17 - Client's obligations:

- The client acknowledges full awareness of the detailed description of the property in the enclosed document together with the terms and conditions.
- The client shall peacefully enjoy the rented property together with its fixtures, fittings, furnishings and equipment as per the intent stated in the rental agreement and shall be liable, for the duration of his rental, to the damages, degradations and losses which might occur in the property for which he has sole enjoyment.
- The client shall ensure the upkeep of the rented property and leave it in a good state of cleanliness and repair at the end of the rental period. If objects listed on the inventory list got broke or damaged, the landlord shall charge their replacement value.
- The client shall absolutely abstain from throwing objects, which might obstruct pipework and prevent the good functioning of the septic tank, down bathroom sinks, bathtub, showers, kitchen and utility sinks, toilets etc. Were this to happen, the client shall be liable for the costs of repair involved.
- The client shall avoid any nuisance to the neighbours, particularly loud noise borne out of music playing equipment or instruments.

- The landlord shall not be liable to the client in the case of theft or vandalism to the client's property on the rented property.

- The client shall conform to the maximum capacity of the property as stated on the terms and conditions.

- In the case of a obvious urgency arising from a disturbance, a degradation or a breakdown, the client shall allow the landlord or his representative access to the property if they so request.

Article 18.- Cession and sub-letting: The present rental agreement is established "intuitu personae" to the sole benefit of the client as identified in the contract. Any cession of the present rental agreement, any sub-letting (in whole or in part), any free disposal are strictly forbidden, The client shall not leave the running and enjoyment of the property, even for free, to anyone outside his household or holiday group.

Article 19. Rightful resiliation: In the case of the client not fulfilling any of his contractual obligations, the present contract shall be rightfully broken. Such resiliation will take effect 48 hours after a simple summons by recorded delivery letter, or email with read receipt, has been left unanswered.

Article 20 - Jurisdiction: For the execution of this contract, both parties shall elect jurisdiction in their respective place of residence. However, should a claim arise, the tribunal of the landlord's domicile shall have sole competence and authority. the present contract and its corollaries are governed by french law.





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