

## TERMS AND CONDITIONS OF SALE «GITE LA POIRAIE»

**Article 1 - 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 at the end of the stay.

**Article 2 - 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 and a copy of the signed agreement, before the date indicated on the back. A second copy is to be kept by the renter.

The rental entered into between the parties to the present act may in no case benefit third parties, even partially, whether natural persons or corporate bodies, without the written consent of the proprietor.

Any breach of the preceding paragraph may carry with it immediate termination of the rental against the renter, with the proceeds from the rental being acquired definitively by the proprietor.

**Article 3 - 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 4 - Cancellation by the renter:** Any cancellation must be made by mail or faxed to the proprietor.

a) Cancellation before arrival: the deposit is kept by the proprietor. The proprietor may demand the balance of the amount of the stay if the cancellation occurs less than 30 days before the scheduled date of occupancy.

If the renter does not arrive within 24 hours following the arrival date indicated in the agreement, the present agreement becomes null and void, and the proprietor may dispose of his accommodations. The deposits is also kept by the proprietor, who may demand payment of the balance of the rental.

b) if the stay is cut short, the proprietor keeps the price of the rental. No refund will be given.

**Article 5 - Cancellation by the proprietor:** The proprietor refunds to the renter all sums paid, and an indemnity at least equal to what the renter would have paid if the renter had made the cancellation at that date.

**Article 6 - Arrival:** You must present yourself on the date specified and at the time mentioned in the present agreement. In the event of a late or postponed arrival, you must notify the proprietor in advance.

**Article 7- Payment of balance:** The balance of the rental is paid 30 days before arrival in the cottage. Non-payment of the balance within this period, results in cancellation of the reservation. The deposit remains with the proprietor.

**Article 8 - Inventory of premises:** An inventory is drawn up jointly and signed by you and the proprietor or his representative when you arrive at and depart from the lodging. This inventory constitutes the sole reference in the event of a dispute regarding the condition of the premises.

The cleanliness of the lodgings when you arrive must be indicated in the statement of condition of the premises. The vacationer is responsible for cleaning the premises during the rental period and before leaving. The amount of any cleaning charges is determined based on the calculation indicated in the fact sheet.

**Article 9 – Security deposit:** When the renter arrives, the proprietor will ask for a security deposit, the amount of which is indicated on the back of the present agreement. After the inspection report is drawn up jointly at the time of departure, this deposit is returned, minus the cost of restoring the premises to their original condition if damage is found.

In the event of early departure (prior to the time mentioned in the present agreement) preventing the inspection report from being prepared on the same day that you leave, the security deposit is returned by the proprietor within a maximum of one week.

**Article 10 – Use of premises:** The renter must ensure the peaceful nature of his occupancy and use the premises for their intended purpose.

**Article 11 – Capacity:** The contract is established for a maximum capacity of persons. If the number of renters exceeds the capacity, the proprietor may refuse any additional persons. Any change to or breach of the agreement will be considered to be at the guest's initiative.

**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 your stay; no refund will be given. When making the reservation, you are required to indicate the number of animals that will be accompanying you. The Description specifies any rate supplements to be applied (pet rate, deposit supplement, cleaning supplement). Specific conditions for pets may be indicated by the proprietor in in-house rules posted in the accommodation.

**Article 13 - Insurance:** You are liable for all damages caused by you. You must be insured for all damages caused by you.

**Article 14 – Payment of charges:** At the end of your stay, you must pay to the proprietor any charges not included in the price. Their amount is determined based on the calculation mentioned in the Description, and documentation is provided by the proprietor.

**Article 15- Disputes:** Any complaint relating to the inventory/inspection of the premises and the fact sheet for a rental, or any other complaint must be submitted to the proprietor within two days of entry into the premises.