

TERMS AND CONDITIONS OF SALE

To pay for your stay: If you live in France: you can pay for your stay by banker's draft, postal cheque or money order payable to the order of Gîtes de France, and where appropriate by credit card. If you live abroad: have your banker draw up a bank draft or, where appropriate, pay by international credit card.

In either case, send your payment with your rental contract (deposit) or with your invoice (payment of balance).

Article 1: The present contract offered by the reservation service is reserved exclusively for the rental of Gîtes de France facilities certified by the locally competent 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 these contracts by third parties or for purposes other than tourist-related.

Article 2 – Length of stay: The guest who signs the present contract, 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 3 – Liability: The reservation service offering services to a guest is that guest's sole contact and answers to him for the fulfilment of the obligations arising from the present terms and conditions of sale. The reservation service may not be held liable for acts of God, cases of force majeure or for the actions of any person extraneous to arranging and providing the holiday.

Article 4 Reservation: The reservation becomes firm when the service receives a deposit corresponding to 25% of the amount of the rent plus all reservation charges and the costs of any cancellation insurance subscribed, plus, if the Guest so chooses, 25% of the amount of all services directly associated with the holiday as appearing on the Fact Sheet, and a copy of the **contract signed** by the guest before the deadline indicated on the back.

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 6 – Payment of balance: You must pay to the reservation service the balance for the agreed services remaining due one month before the start of the stay.

If you have not paid the balance by the stipulated date, your stay is considered to have been cancelled. The service is thereupon again offered for sale, and no refund will be made.

Article 7 – Late registration: In the case of registrations made less than 30 days before the start of the stay, payment in full will be required at the time of reservation.

Article 8 – Voucher: When the price of the stay has been received, the reservation service sends you a voucher, which you must turn over to the proprietor upon arrival.

Article 9 – Arrival: You must present yourself on the date specified and at the times mentioned in the present agreement.

In the event that you arrive late or your arrival is postponed or prevented at the last moment, you must notify the service provider (or proprietor) whose address and telephone number appear on the voucher or fact sheet.

Article 10 – Cancellation by the guest: Any cancellation must be communicated by registered letter to the booking service.

a/ If you have cancellation insurance: see the attached insurance sheet.

b/ If you do not have cancellation insurance: for any cancellation by the Guest, a refund will be issued by the booking service, excluding booking fees, as follows:

- cancellation up to the 21st day, inclusive, before the start of the stay: the amount of the deposit as defined at article 4 will be withheld, and the balance will be refunded if it has been received by the cancellation date.
- cancellation between the 20th day and the 8th day inclusive before the start of the stay: 50% of the amount of the rent and of the services directly associated with the holiday, if the Guest has chosen any, will be retained;
- cancellation between the 7th day and the 2nd day inclusive before the start of the stay: 75% of the amount of the rent and of the services directly associated with the holiday, if the Guest has chosen any, will be retained;
- cancellation on the day before or on the arrival date originally specified in the contract, or no-show: no reimbursement will be made.

Article 11 – Change in a substantial element: If, before the date set for the start of the holiday, the reservation service is forced to modify any of the essential elements of the contract, you may, after being informed of this by the Vendor by registered letter with confirmation of receipt:

- either cancel your contract and obtain an immediate refund of the sums paid, without penalties;
- or accept the modification or the substitution of holiday destinations offered by the Vendor: an amendment to the contract specifying the changes made is then signed by the parties.

Any reduction in price is deducted from the sums still owed by you, and if the payment already made by you exceeds the price of the modified service, the overpayment will be returned to you before the start of your stay.

Article 12 – Cancellation by the vendor: If the reservation service cancels the holiday before its start, it must inform you of this by registered letter with confirmation of receipt.

You will receive an immediate refund of any sums paid, without penalties. You will also receive compensation at least equal to the penalty you would have owed if you had cancelled the reservation at that date.

These provisions do not apply when an amicable agreement is entered into involving your acceptance of a replacement holiday offered by the Vendor.

Article 13 - Vendor's inability during the holiday to provide the services called for in the contract: If, during the holiday, the Vendor is unable to provide a preponderant portion of the services called for by the contract, representing a substantial percentage of the price honoured by you, the reservation service will offer a replacement holiday, bearing any additional cost for same. If the holiday accepted by you is of lesser quality, the reservation service will refund you the difference in price before the end of your holiday. If the Vendor is unable to offer you a replacement holiday, or if you reject the holiday for valid reasons, the Vendor will pay you compensation calculated on the same bases as in the event of cancellation by the Vendor.

Article 14 – Interrupted stay: If you interrupt your holiday, no refund will be given unless the reason for the interruption is covered by your cancellation insurance.

Article 14 – Capacity: The contract is established for a maximum capacity of persons. If the number of holidaymakers exceeds the accommodation capacity, the service provider may refuse to accept the additional guests. Any change to or breach of the agreement will be considered to be at the guest's initiative.

Article 16 – Transfer of contract by the guest: You may transfer your contract to a transferee who meets the same conditions as you to take the holiday. In this case, you are required to inform the booking service of your decision by registered letter with confirmation of receipt no later than seven days before the start of the holiday. The contract transfer must be made at cost. The transferor and the transferee are jointly liable towards the Vendor for payment of the balance of the price and any additional charges occasioned by this transfer.

Article 17 - Insurance: You are responsible for all damages caused by you. You must be insured by a holiday-type insurance contract for these various risks.

Article 18 – 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. You are required to make use of the rental property as would a reasonable person.

The cleanliness of the lodgings when you arrive must be indicated in the statement of condition of the premises. The holidaymaker 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 19 – 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 20 – Security deposit: When you arrive at your holiday venue, a security deposit, the amount of which is indicated on the fact sheet, is requested by the proprietor. 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 times mentioned on the fact sheet) preventing the statement of condition of the premises from being prepared on the same day that you leave, the security deposit is returned by the proprietor within one week.

Article 21 – 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 fact sheet, and documentation is provided by the proprietor.

Article 22 - Disputes: Any complaint relating to the condition of the premises and the fact sheet for a rental must be submitted to the reservation service within three days of entry into the premises.

Any other complaint must be sent to it as quickly as possible, by mail. When the reservation service, as agent, pays compensation to the guest on behalf of the proprietor, the reservation service subrogates the guest in the rights and actions it holds against the proprietor.