

## GENERAL TERMS AND CONDITIONS

### **Paying for your reservation :**

If resident in France, you can pay by banker's cheque, postal cheque or money order payable to Gîtes de France, or by credit or debit card.

If resident abroad, please arrange a banker's draft with your bank or pay by internationally accepted credit or debit card. In either case, send off your remittance with your signed reservation contract (in the case of a deposit) or your invoice (in the case of payment of the balance owing).

**Article 1** - The present contract drawn up by the reservations service is intended exclusively for the booking of stopover and holiday gîtes approved by the competent territorial departmental agency on behalf of the Fédération Nationale des Gîtes de France.

The Fédération Nationale des Gîtes de France will in no case consider itself liable where this contract is used by third parties or for purposes other than tourism.

**Article 2 - Length of stay :** The client signing this contract concluded for a specific length of time can in no case exercise the right to extend his/her stay on the premises beyond the date set for the end of the stay.

**Article 3 – Responsibility :** The reservations service offering accommodation is the client's sole contact for that stay and is responsible to him or her for the execution of the obligations arising from these general terms and conditions. The reservations service shall not be held responsible for chance events, cases of force majeure or actions by third parties having no connection with the organisation or the stay reserved.

**Article 4 – Reservation :** The reservation is deemed firm when the reservations service receives a deposit of 25 % of the total cost of the stay (including administration costs and cost of cancellation insurance if taken out) and a copy of the contract signed by the client, before the date indicated on the first page.

**Article 5 – Payment of balance :** The client must pay the reservations service the balance due one month before the beginning of his/her stay. In the event that the balance has not been received by the due date the client is deemed to have cancelled his/her reservation and the accommodation shall become available for others to reserve, without reimbursement of any sums already paid.

**Article 6 – Late bookings :** in the case of reservations made less than 30 days prior to the beginning of the stay, the total sum due will be required at the time of reservation.

**Article 7 - Accommodation vouchers :** On receipt of full payment for the accommodation, the reservations service shall send the client either an accommodation voucher to be handed to the owner or his representative on arrival at the accommodation or an acknowledgement of receipt of payment in full.

**Article 8 – Arrival :** The client must arrive on the day and time specified in the contract or on the acknowledgement of receipt. In the event of late or delayed arrival or late-minute problems, the client must inform the owner or his representative, whose address and telephone number are featured on the accommodation voucher or in the fact sheet.

**Article 9 - Cancellation by the client :** Notice of cancellation must be sent by registered letter or telegram to the reservations service.

**a/** If the client has taken out cancellation insurance he/she should refer to the insurance form attached..

**b/** If the client does not have cancellation insurance, then in the case of cancellation by the client the amount refunded by the reservations service, excluding administrative costs (in the event of such costs having being charged at the time of booking) shall be as follows :

☞ cancellation more than 30 days prior to the commencement of the stay: 90% of the costs will be refunded.

☞ cancellation between the 30<sup>th</sup> and the 21<sup>st</sup> day inclusive prior to the commencement of the stay: 75% of the costs will be refunded.

☞ cancellation between the 20<sup>th</sup> and the 8<sup>th</sup> day inclusive prior to the commencement of the stay: 50% of the costs will be refunded.

☞ cancellation between the 7<sup>th</sup> and the 2<sup>nd</sup> day inclusive prior to the commencement of the stay: 25% of the costs will be refunded.

☞ cancellation less than 2 days prior to the commencement of the stay: 10% of the costs will be refunded.

In the event of a no-show on the part of the client, no refund will be given.

**Article 10 - Modification of a substantive element of the contract :**

If, before the declared date of commencement of the stay, the reservations service finds itself obliged to change one or more of the key elements in the contract, the purchaser may, after receiving notification from the seller by registered letter:

☞ either terminate his or her contract and receive, without deduction, an immediate refund of all sums paid,

☞ or accept the change or substitution offered, in which case an amendment to the contract detailing any changes shall be signed by both parties.

Any resulting reduction in costs shall be in the form of a deduction from payments due from the purchaser, and in the event of payments already made by the latter exceeding the cost of the revised booking the surplus shall be returned to the tenant prior to the commencement of the stay.

**Article 11 - Cancellation by the seller :** In the event that, prior to the commencement of the stay, the reservations service cancels the stay it must inform the purchaser by registered letter.

The purchaser shall be refunded, immediately and without deduction, all sums paid. He/she shall receive in addition damages at least equal to the penalty he/she would have had to pay if the cancellation had been on his/her part on that same date.

These terms shall not apply if an amicable settlement has been reached resulting in the purchaser accepting a replacement stay offered by the seller.

**Article 12 - Inability of the seller to provide the services agreed in the contract :** In the event that the seller is unable to provide key elements of the services agreed in the contract representing a significant percentage of the cost of the stay, the reservations service shall propose a replacement stay and bear any additional costs. If the replacement stay is accepted by the purchaser and is lower in cost, the reservations service shall refund the difference in costs to the purchaser prior to the conclusion of the stay. In the event that the seller is unable to offer a replacement or if the replacement offered is rejected by the purchaser for valid reasons, the former shall pay the latter a refund calculated on the same basis as in the event of cancellation by the purchaser.

**Article 13 - Interruption of the stay :** In the event that the stay is cut short by the client, no reimbursement shall be offered unless the reasons for such an action are covered by the client's cancellation insurance if taken out.

**Article 14 – Capacity :** The contract specifies a maximum number of persons. If the number of persons arriving to take up the accommodation exceeds the agreed capacity the owner or his/her representative may refuse the extra persons. Any amendment or breach of the contract shall be deemed to have been on the part of the client.

**Article 15 – Pets :** The contract specifies whether or not the client may bring pets. In the event that the client does not adhere to the provisions of this clause, the owner may refuse to honour the contract and cancel the stay. In such a case, no compensation shall be offered.

**Article 16 – Transfer of contract by the client :** The purchaser may transfer the contract to another person who fulfils the same conditions as he/she. In that event, the purchaser must inform the reservations service by registered letter, at least 7 days prior to the commencement of the stay.

The original purchaser and the transferee shall be deemed to be jointly and severally responsible to the seller for the payment of any balance due and for any additional costs due as a result of the transfer of the contract.

**Article 17 – Insurance :** The client is responsible for any damages caused by his/her actions, and should take out a contract of insurance to cover such risks.

**Article 18 – Inventory :** An inventory is jointly drawn up and signed by the tenant and the proprietor or his/her representative on arrival and departure. This inventory shall be the sole basis of any dispute over the condition of the property. The tenant is required to take proper care of the property and its contents.

The cleanliness of the accommodation must be stated in the inventory. The cleaning of the premises is the responsibility of the tenant during the rental period and prior to his/her departure. The cost of any cleaning required shall be according to the calculations featured in the description of the property.

**Article 19 – Deposit :** On the client's arrival a deposit, the amount of which features in the description of the property, shall be required by the proprietor. Following agreement on the condition of the property at the end of the stay, this deposit shall be returned after deduction of the cost of making good any damage or breakages.

In the event of the client's departure prior to the time mentioned in the agreement, thus preventing the assessment of the condition of the property on the day of the his/her departure, the deposit (minus any deductions) shall be returned by the proprietor within a period of not more than one week.

**Article 20 - Payment of utility and other charges :** At the end of the stay, the client shall pay the proprietor any utility or other charges not included in the cost of the rental, the amount being in accordance with the calculations featured in the description of the property, and a statement of such charges shall be handed to the client.

**Article 21 – Disputes :** Any complaints relating to the inventory or the condition of the property must be submitted to the reservations service within 3 days of the client's taking possession of the accommodation.

Any other complaints must be sent in writing as soon as possible. In the event of continued disagreement, disputes may be submitted to the customer service department of the Fédération Nationale des Gîtes de France, which will endeavour to find an amicable solution.

In the event that the reservations service makes any refund on behalf of the proprietor to the client, the latter shall be deemed to have subrogated to the reservations service his/her claims against the proprietor.

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