

GENERAL TERMS AND CONDITIONS OF SALE HOST

1/Object

These General Terms and Conditions govern, without restriction or reservation, any accommodation reservation made below by an adult and capable natural person, acting for purposes that do not fall within the scope of his commercial, industrial, artisanal, liberal or agricultural activity (hereinafter)

You « The Customer » and Sarl SAJ ('the Service Provider') Audrey et Jérôme SCHANDENE

As a consumer, the Customer has specific rights, which would be called into question in the event that the Services reserved are for purposes within the scope of his commercial, industrial, artisanal, liberal or agricultural activity.

The Client acknowledges having the capacity required to contract and acquire the Services offered.

2/Acceptance and modification of the General Conditions

The Customer is invited to download and/or print the General Terms and Conditions and to keep a copy. The General Conditions may be subject to subsequent modifications, the version applicable to the Customer's purchase is the one in force on the day the Order is placed.

3/ Mandatory pre-contractual information

The Customer acknowledges having been informed, prior to placing the Order, in a legible and understandable manner, of these General Terms and Conditions and all the information listed in Article L. 111-1 et seq. of the Consumer Code.

4/Order

The Order refers to the operation by which the Customer chooses the Services, the date, duration, method of payment and makes the payment.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any error to the Service Provider.

5/Formation of the contract:

The sale of Services will only be considered final after delivery/sending to the Customer of confirmation of acceptance of the Order by the Service Provider, and after receipt by the latter of the full price.

The Service Provider reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order or for any request for Services for dates when they are unavailable.

6/Description of Services

The photographs representing the Services are merely indicative and do not engage the responsibility of the Service Provider.

7/Obligation of the lessee

- The Lessee will peacefully use the rented accommodation and the furniture and equipment according to the destination given to them by the lease and will be liable for any damage and losses that may occur during the term of the contract in the premises of which he has exclusive enjoyment.
- The Lessee will maintain the rented accommodation and return it in a good state of cleanliness and rental repairs at the end of the contract. If objects in the inventory are broken or damaged, the Lessor may claim their replacement value.
- He must avoid any noise likely to disturb neighbors, especially those emitted by radio, television and other devices.
- The Lessee may not exercise any recourse against the Lessor in the event of theft and deprecations in the rented premises
- .- He will respect the maximum number of people who can enter the premises, in accordance with the description given to him.
- The lessee may not oppose the visit of the premises if the Lessor or his agent so request.

8/Special conditions:

- Key collection: on Saturday of the rental from 17H by Mrs SCHANDENE 06/26/96/15/51
 - Acceptance of animals: PACKAGE IN ADDITION 150 €
 - Departure time: BETWEEN 7AM AND 9.30AM AT THE LATEST
 - Arrival time: FROM 5PM ONLY
 - Security deposit: through a SWIKLY link amounting € 1,000 before your arrival intended to cover damage and / or damage to the accommodation and furniture and objects furnishing the accommodation caused by the Lessee, as well as loss of keys or objects.
- Exit: The tenant must have emptied and put away the dishes, taken out the garbage and have carried out a succinct cleaning of the kitchen the amount of 100 € will be retained if this is not done.

9/STATE OF PLAY AND INVENTORIES

An inventory and an inventory of the furniture made available are given to the Lessee upon entry into the accommodation

If the inventory and inventory are not drawn up and signed by the Lessor, or his representative, and the Lessee simultaneously (inventory and contradictory inventories), the inventory and the inventory carried out by the Lessor alone and given to the Lessee upon entering the accommodation will be contestable by the Lessee within 24 hours of entering the accommodation. In the absence of dispute by the Lessee within this period of 24 hours, the inventory carried out by the Lessor and communicated to the Lessee upon entering the premises will be deemed to have been accepted without reservation by the Lessor.

An inventory and an inventory will be drawn up by the Parties at the end of the rental, each keeping a signed copy.

In the absence of an inventory and/or inventory at the end of the rental or if the Lessee alone establishes the inventory and/or inventory at the end of the rental, the absence of dispute by the Lessor within 5 days of the end of the rental will be worth restitution of the premises in good condition and/or complete inventory.

In the absence of restitution of the accommodation in perfect condition the lessee will be retained on his deposit the amount of damage caused

10/ Price

The prices relating to the reservation of the Services are indicated before and at the time of the Order.

For any service provider subject to VAT, the prices take into account the VAT applicable on the day of the order and any change in the rate applicable to VAT will be automatically reflected in the prices indicated on the invoice date.

Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices indicated on the date of invoicing.

The Order is payable in Euros at the time of booking

The prices indicated are for the duration of the stay

11/ Right of withdrawal

The Customer is reminded, in accordance with Article L. 221-28 of the Consumer Code, that he does not have the right of withdrawal according to the conditions mentioned at the time of booking

12/ Responsibility

The Service Provider cannot be held liable under any circumstances:

- In the event of non-performance or improper performance of the Services attributable to the Customer;
- In case of use not in accordance with the destination of the Service ordered.
- When the cause of the delay or non-performance is related to a case of force majeure as defined by the jurisprudence of the French Courts

The Service Provider will not incur any liability for any indirect damage that may occur as a result of the performance of the Service.

13/ Force majeure

The Service Provider reserves the right to suspend, delay, modify or cancel the execution of the Order in the event of the occurrence of events or circumstances of force majeure or fortuitous events or events or circumstances contractually assimilated to cases of force majeure or fortuitous events such as : fire, flood, epidemic, war, requisition, strike, hurricane, tornado, earthquake, as well as in the event of the occurrence of any circumstance or event beyond the control of the Service Provider occurring after the Order and preventing execution under normal conditions.

It is specified that, in such a situation, the Customer may not claim the payment of any compensation and may not bring any recourse against the Service Provider.

14/ Personal data

Pursuant to Law 78-17 of 6 January 1978 amended by Law No. 2018-493 of 20 June 2018, it is recalled that the personal data requested from the Customer are essential for the processing of his Order. They are only used for the purposes for which the Customer has communicated them. This data may be communicated only to the Service Provider's partners who contribute to the provision of the Services.

The data is stored in compliance with French legislation and European regulations.

The data retention and archiving periods comply with the recommendations of the CNIL and/or legal obligations.

The Customer has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, opposition of portability and limitation of processing with regard to information concerning him.

This right can be exercised either by email to the following address sajchalets@gmail.com or by mail to the following postal address 52 Rue Thiers 26000 VALENCE

15/ Claims

Complaints relating to the non-performance or improper performance of the Services must, to facilitate their processing, be brought to the attention of the Service Provider in writing to the following address 52 Rue Thiers 26000 VALENCE within 24 hours after the end of the Service.

16/ Intellectual property

The Service Provider remains the owner of all intellectual property rights on the photographs, presentations, drawings representing the Service. The Customer is therefore prohibited from reproducing or exploiting it.

17/ Applicable law

These General Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law.

18/ Disputes

Any dispute arising from the validity, interpretation, execution, termination of these GTC, and more generally from relations of all kinds between the Service Provider and the Client, will be submitted to the competent French courts under the conditions of common law, unless mandatory legal provisions or contrary public order apply.

The Service Provider and the Client shall endeavour to resolve amicably any difficulties that may arise in the application of these conditions.

The Customer is informed that he may, in any event, have recourse free of charge to conventional mediation with the Commission de la médiation de la consommation (C. consom. art. L 612-1) or:

- with the Mediator of consumption Médicys whose contact details and procedures of referral are available on its website: www.medicys-consommation.fr.

- The Customer may also use the European Online Dispute Resolution ("ODR") platform accessible from the following link: <http://ec.europa.eu/consumers/odr/>.

