

## **TERMS OF SALES**

### **Chalet des Grangettes**

#### **Object**

These General Conditions govern without restriction or reservation any reservation of accommodation hereinafter referred to as "the Service(s)" made by an adult and capable natural person, acting for purposes which do not fall within the scope of his activity, commercial, industrial, artisanal, liberal or agricultural (hereinafter "The Client") with:

Chalet des Grangettes represented by Emma & Pascal Milon ('the Provider')

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

The validation of the Order of Services by the Customer implies acceptance without restriction or reservation of these General Conditions.

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

The choice of Services is placed under the sole responsibility of the Customer.

#### **Acceptance and modification of the General Conditions**

The Customer is invited to download and/or print the General Conditions and keep a copy.

As the General Conditions may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the day the Order is placed.

#### **Compulsory pre-contractual information**

The Customer acknowledges having had communication, prior to placing the Order, in a readable and understandable manner, of these General Conditions and of all the information listed in Article L. 111-1 and following of the Consumer Code.

#### **Order**

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

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

### **Forming the contract**

The sale of Services will only be considered final after delivery/sent 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 relating to Services for dates when these are unavailable.

### **Description of Services**

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

### **Conditions of stay**

The Customer undertakes to use the accommodation under the conditions that it is reasonable to usually expect from the public, and in respect of public order.

All reservations are nominative and may under no circumstances be transferred to a third party, whether free of charge or for a fee or on a commercial basis.

### **Special conditions :**

- Handing over of the keys: they are hand-delivered by the person in charge of the concierge service ensuring the guarding and maintenance of the accommodation after an appointment set at least 48 hours before entering the premises. The return of the keys will be done in the same way by appointment set 48 hours before departure.
- Delivery of an identity document: sending a valid identity document by email is mandatory at the time of booking
- Resort certificate: sending of the certificate (which the Customer normally obtains free of charge from his main home insurance company).
- Acceptance of animals: our animal friends are not accepted
- Departure time: 10:00 a.m. (to be confirmed with the concierge)
- Arrival time: 5 p.m. (to be confirmed with the concierge)
- Security deposit: €900 (nine hundred euros) to be paid at least 8 days before arrival.
  - o This amount will not bear interest.
  - o This sum will be returned by the Lessor, within 8 days at the latest after the return of the keys by the Tenant(s) and once it has been established that:
    - o the rent and rental charges have been paid in full;
    - o no furniture, object or linen is missing or damaged;
    - o the Leased Premises have not suffered any damage;
    - o the Leased Premises are clean.
  - oh
  - o If the deposit proves to be insufficient to return the Leased Premises to the state as mentioned on the entry inventory, the Tenant(s) undertakes to complete the sum after the Lessor has justified the amount.

## **Price**

The prices relating to the reservation of the Services are indicated before and during 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 passed on to the prices indicated on the date of invoicing.

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

The Order is payable in Euros.

The prices indicated are per date of stay.

## **Advance payment**

If the placing of the Order is subject to the payment of a deposit, the latter cannot under any circumstances be qualified as a deposit.

If a deposit is paid with the Order

In the event of cancellation of the Order by the Customer after its acceptance by the Service Provider, for any reason whatsoever except force majeure, the deposit paid to the Order will be automatically acquired by the Seller and cannot give rise to any refund unless otherwise stated.

## **Right to retract**

The Customer is reminded, in accordance with Article L. 221-28 of the Consumer Code, that he does not have the right of withdrawal provided for in Article L. 221-18 of the Consumer Code.

## **Responsibility**

The responsibility of the Service Provider can in no case be engaged:

- In the event of non-performance or poor performance of the Services which would be attributable to the Client;
- In the event of use that does not comply with the destination of the Service ordered.
- When the cause of the delay or non-performance is linked to a case of force majeure as defined by the case law of the French courts

The Service Provider will not incur any liability for any consequential damages that may arise from the performance of the Service.

## **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 performance under normal conditions.

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

## **Personal data**

Pursuant to Law 78-17 of January 6, 1978 amended by Law No. 2018-493 of June 20, 2018, it is recalled that the personal data requested from the Customer is essential for the processing of his Order. They are only used for the purposes for which the Customer 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.

Data retention and archiving periods comply with CNIL recommendations 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 to portability and limitation of processing with regard to information concerning him.

This right can be exercised either by email to the following address [chaletdesgrangettes@gmail.com](mailto:chaletdesgrangettes@gmail.com).

## **Complaints**

Complaints relating to the non-performance or poor performance of the Services must, to facilitate their processing, be brought to the attention of the Service Provider in writing to the following address 4 rue de la Tuilerie – 27420 Mouflaines within 8 days after the end of the Service.

## **Intellectual property**

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

### **Applicable right**

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

### **Disputes**

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

The Service Provider and the Customer will endeavor to resolve amicably any difficulties that may arise in the application of these conditions.

The Customer is informed that he can, in any case, have free recourse to conventional mediation with the Consumer Mediation Commission (C. consom. art. L 612-1) or:

- with the Médicys Consumer Ombudsman, whose contact details and referral procedures are available on its website: [www.medicys-consommation.fr](http://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/>
-