

GENERAL TERMS AND CONDITIONS OF SALE HOST

Object

These General Terms and Conditions govern, without restriction or reservation, any booking of accommodation hereinafter referred to as "the **Services**" made by a natural person of legal age and capacity, acting for purposes that do not fall within the scope of his or her commercial, industrial, artisanal, liberal or agricultural activity (hereinafter referred to as "The Client") with:

Mr Jérôme HANOT ('the Service Provider')

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

The validation of the Order for Services by the Client constitutes acceptance without restriction or reservation of these General Terms and Conditions.

The Client acknowledges that it has the required capacity to contract and acquire the Services offered.

The choice of Services is the sole responsibility of the Client.

Acceptance and modification of the General Terms and Conditions

The Client is invited to download and/or print the Terms and Conditions and to keep a copy of them.

As the General Terms and Conditions may be subject to subsequent amendments, the version applicable to the Client's purchase is the one in force on the day the Order is placed.

Mandatory pre-contractual information

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

Order

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

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

Formation of the contract

The sale of Services will only be considered final once the Client has been given/sent to the Client confirming the acceptance of the Order by the Service Provider, and after the latter has received the full price.

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

Description des Services

The photographs representing the Services are for information purposes only and do not engage the responsibility of the Service Provider.

Conditions of stay

The Client undertakes to use the accommodation/room under the conditions that it is reasonable to expect from the public, and in compliance with public order.

All bookings are nominative and may not be transferred to a third party under any circumstances, whether free of charge or for a commercial fee.

Special conditions:

- Key collection: In person or in a key box in case of late arrival
- Presentation of an identity document: valid ID card or passport
- Pet Acceptance: No
- Departure time: 12:00 p.m.
- Check-in time: 14:00
- Security deposit: 25% of the price of the stay

Price

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

For any supplier subject to VAT, 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 changes 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.

Prices are per date of stay and per person.

Unless otherwise stated, additional services (breakfast, half board, full board, etc.) are not included in the price.

Down payment

If the placing of the Order is subject to the payment of a deposit, this can in no way be qualified as a deposit.

Cancellation of the Order

In the event of cancellation of the Order by the Client after its acceptance by the Service Provider, for any reason whatsoever except force majeure, the Client will be subject to the cancellation conditions indicated by the Service Provider in its advertisement.

Right of withdrawal

The Client 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

Under no circumstances can the Service Provider be held liable:

- In the event of non-performance or poor performance of the Services attributable to the Client;
- In the event of use that is not in accordance with the intended purpose 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 case law of the French Courts

The Service Provider shall not be liable for any indirect damage that may occur as a result of 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 unforeseeable circumstances or events or circumstances contractually assimilated to cases of force majeure or unforeseeable 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 has been placed and preventing the execution under normal conditions.

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

Personal data

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

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 the recommendations of the CNIL and/or legal obligations.

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

This right can be exercised either by email at the following address jerome.hanot@madeincredit.fr

Claims

Complaints relating to the non-performance or poor performance of the Services must, in order to facilitate their processing, be brought to the attention of the Service Provider in writing at the following address jerome.hanot@madeincredit.fr within 7 days after the end of the Service.

Intellectual property

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

Applicable law

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 T&Cs, and more generally from relations of any kind between the Service Provider and the Client, shall be submitted to the competent French courts under the conditions of common law, unless there are mandatory legal provisions or public policy provisions to the contrary applicable.

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

The Client is informed that he may, in any case, have recourse free of charge to conventional mediation with the Consumer Mediation Commission (Consumer Code, art. L 612-1) or:

- with the Médicys Consumer Mediator, whose contact details and referral procedures are available on its website: www.medicys-consommation.fr.
- The Client may also use the European Online Dispute Resolution ("ODR") platform accessible from the following link: <http://ec.europa.eu/consumers/odr/>.