

GENERAL TERMS AND CONDITIONS OF SALE HOST

Purpose

These General Terms and Conditions govern, without restriction or reservation, any booking of accommodation services (hereinafter referred to as the "Services") made by an adult natural person with full legal capacity, acting for purposes that do not fall within the scope of their commercial, industrial, craft, professional, or agricultural activity (hereinafter "the Client"), from: "L'Echappée C102" (the "Service Provider").

As a consumer, the Client benefits from specific rights, which would be called into question if the booked Services were intended for purposes falling within the scope of their commercial, industrial, craft, professional, or agricultural activity.

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

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

The choice of Services is under 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 General Terms and Conditions and keep a copy.

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

Mandatory Pre-contractual Information

The Client acknowledges having been provided, prior to placing the Order, in a clear and understandable manner, with these General Terms and Conditions and all information listed in Article L. 111-1 et seq. of the French Consumer Code (Code de la consommation).

Order

The Order refers to the transaction by which the Client selects the Services, date, duration, and payment method, and proceeds with payment.

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

Formation of the Contract

The sale of Services shall only be deemed definitive after transmission/dispatch to the Client of confirmation accepting the Order from the Service Provider, and after receipt by the latter of the full price payment.

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

Description of Services

Photographs representing the Services are provided for indicative purposes only and shall not engage the liability of the Service Provider.

Stay Conditions

The Client agrees to use the accommodation under conditions reasonably expected by the general public, and in compliance with public order.

Any booking is nominative and may under no circumstances be transferred to a third party, whether free of charge, for payment, or for commercial purposes.

Special conditions:

- Keys will be handed over to the Client on the first day of the contract:
 - either in person
 - or via a code sent to unlock a key box
- Pets are not allowed in the accommodation subject to this contract.
- The Client agrees to vacate and return the keys to the accommodation before 10:00 AM on the last day of the contract.
- The Client may collect the keys to the accommodation from 3:00 PM on the first day of the contract.
- Security Deposit: By check in the amount of 750 euros, provided upon the Client's arrival at the accommodation.

Price

Prices relating to the reservation of Services are indicated before and during the Order process.

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

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

The Order is payable in Euros.

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

Deposit

If placing the Order requires payment of a deposit (acompte), this deposit shall under no circumstances be deemed earnest money (arrhes).

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 other than force majeure, the Client will be subject to the cancellation conditions specified by the service provider in their listing.

Right of Withdrawal

The Client is reminded, in accordance with Article L. 221-28 of the French Consumer Code, that they do not benefit from the right of withdrawal provided for under Article L. 221-18 of the French Consumer Code.

Liability

The Service Provider cannot under any circumstances be held liable:

- In the event of non-performance or improper performance of the Services attributable to the Client;
- In the event of use non-compliant with the intended purpose of the ordered Service;
- When the cause of delay or non-performance is linked to a case of force majeure as defined by the jurisprudence of French Courts.

The Service Provider shall incur no liability for any indirect damages that may occur as a result of the performance of the Service.

Force Majeure

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

It is specified that, in such a situation, the Client cannot claim any compensation or bring any legal action against the Service Provider.

Personal Data

In application of Law 78-17 of January 6, 1978, as amended by Law No. 2018-493 of June 20, 2018, it is reminded that personal data requested from the Client is essential for processing their Order. It is used solely within the scope of the purposes for which the Client communicated it.

This data may only be communicated to partners of the Service Provider involved in fulfilling the Services.

Data is stored in compliance with French legislation and European regulations.

Data retention and archiving periods comply with CNIL recommendations and/or legal obligations.

In accordance with active national and European regulations, the Client has a permanent right of access, modification, rectification, opposition, portability, and limitation of processing regarding their information.

This right can be exercised by email at the following address: karine_duval76@yahoo.fr.

Complaints

To facilitate processing, complaints relating to the non-performance or improper performance of the Services must be brought to the Service Provider's attention by email at karine_duval76@yahoo.fr within 15 days following the end of the Service.

Intellectual Property

The Service Provider retains ownership of all intellectual property rights over photographs, presentations, and drawings representing the Service. The Client is therefore prohibited from reproducing or exploiting them.

Applicable Law

These General Terms and Conditions of Sale and the transactions arising therefrom are governed by and subject to French law.

Disputes

Any dispute arising from the validity, interpretation, performance, or termination of these Terms, and more generally from relations of any nature between the Service Provider and the Client, shall be submitted to the competent French courts under ordinary law, subject to mandatory legal provisions or public policy requirements to the contrary.

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

The Client is informed that they may, in any event, resort free of charge to conventional mediation with the Consumer Mediation Commission (Commission de la médiation de la consommation, C. consom. art. L 612-1) or:

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