

GENERAL TERMS AND CONDITIONS OF SALE FOR ACCOMMODATION PROVIDER

Purpose

These General Terms and Conditions govern, without restriction or reservation, all accommodation bookings, hereinafter referred to as "the Services," made by a legally competent adult acting for purposes outside their trade, business, craft, profession, or agricultural activity (hereinafter "the Client") with :

Le Gîte le Mas du Plan

As a consumer, the Client has specific rights, which would be jeopardized if the Services booked were for purposes related to their trade, business, craft, profession, or agricultural activity.

The Client's validation of the Service Order constitutes acceptance, without restriction or reservation, of these General Terms and Conditions.

The Client acknowledges having the legal capacity to enter into a contract and purchase the Services offered.

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

Acceptance and Modification of the General Terms and Conditions

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

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

Mandatory Pre-Contractual Information

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

Order

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

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

Contract Formation

The sale of Services will only be considered final after the Provider has provided/sent confirmation of acceptance of the Order to the Client and after the Provider has received full payment.

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

Description of Services

The photographs representing the Services are for illustrative purposes only and do not constitute a contractual obligation on the part of the Provider.

Conditions of Stay

The Client agrees to use the accommodation in a manner that is reasonably expected of the public and in compliance with public order.

All reservations are non-transferable and may not be assigned to a third party under any circumstances, whether free of charge, for payment, or for commercial purposes.

Special Conditions:

- Key handover: **By the person indicated on the contract and authorized by the service provider**
- Pets allowed: **No**
- Check-out time: **10:00 AM**
- Check-in time: **4:00 PM**
- Security deposit: **€500**

Prices

Prices for booking services are indicated before and during the booking process.

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 invoice date.

Payment is due in Euros.

Prices are per stay.

Deposit

If a deposit is required to place the booking, it cannot be considered a down payment.

If a deposit is paid upon ordering

If the Customer cancels the order after its acceptance by the Service Provider, for any reason other than force majeure, the deposit paid upon ordering will be retained by the Seller and will not be refundable unless otherwise stated.

Right of withdrawal

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

Liability

The Provider shall not be liable under any circumstances:

- In the event of non-performance or improper performance of the Services attributable to the Client.
- In the event of use not in accordance with the intended purpose of the ordered Service.
- When the cause of the delay or non-performance is due to a force majeure event as defined by French case law.

The Provider shall not be liable for any indirect 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 force majeure, fortuitous events, or events or circumstances contractually considered equivalent to force majeure or fortuitous events, such as: fire, flood, epidemic, war, requisition, strike, hurricane, tornado, earthquake, as well as in the event of any circumstance or event beyond the Service Provider's control occurring after the Order and preventing its execution under normal conditions.

It is specified that, in such a situation, the Client may not claim any compensation and may not take any legal action against the Service Provider.

Personal Data

In accordance with Law No. 78-17 of January 6, 1978, as amended by Law No. 2018-493 of June 20, 2018, it is noted that the personal data requested from the Customer is essential for processing their Order. This data is used only for the purposes for which the Customer provided it.

This data may be shared only with the Provider's partners who contribute to the provision of the Services.

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

Data retention and archiving periods comply with the recommendations of the CNIL (French Data Protection Authority) and/or legal obligations.

In accordance with applicable national and European regulations, the Customer has a permanent right of access, modification, rectification, objection, data portability, and restriction of processing with regard to their personal information. This right can be exercised either by email to the following address or by mail to the following postal address :

BRUN Jean-Louis
227 Route du Plan
38520 LE BOURG D'OISANS
Jeanlouis.brun@laposte.net

Complaints

Complaints relating to the non-performance or improper performance of the Services must, to facilitate their processing, be brought to the attention of the Provider in writing to the above address within 5 days of the end of the Service.

Intellectual Property

The Provider retains ownership of all intellectual property rights to the photographs, presentations, and drawings representing the Service. The Client is therefore prohibited from reproducing or using 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 General Terms and Conditions of Sale, and more generally from any relationship between the Service Provider and the Client, shall be submitted to the competent French courts under the ordinary rules of law, unless otherwise required by mandatory legal provisions or public policy.

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

The Client is informed that they may, in any event, resort to free conventional mediation with the Consumer Mediation Commission (French Consumer Code, Art. L 612-1) or:

- with the Consumer Mediator Médicys, whose contact details and procedures for referral are available on its website :

www.medicys-consommation.fr

- The Customer may also use the European Online Dispute Resolution ("ODR") platform accessible via the following link:

<http://ec.europa.eu/consumers/odr/>.