

# **GENERAL CONDITIONS OF SALE ACCOMMODATOR**

## **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 commercial, industrial, artisanal, liberal or agricultural activity (hereinafter “The Client”) with:

La Parenthesis represented by Xavier CABANAT 79286193200046 ('the Service Provider')

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

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

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

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

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

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

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.

## **Mandatory pre-contractual information**

The Customer acknowledges having been informed, 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 et seq. of the Consumer Code.

## **Order**

The Order designates the operation by which the Customer chooses 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 report any errors to the Service Provider.

## **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 entire 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 they are unavailable.

## **Description of Services**

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

## **Conditions of stay**

The Client undertakes to use the accommodation/room in the conditions in which it is provided.

reasonable to usually expect from the public, and in compliance with public order.

All reservations are personal and cannot under any circumstances be transferred to a third party, whether free of charge or for a fee or for commercial purposes.

Special conditions:

- Key delivery: Automatic via a key box
- Provision of an identity document: To be sent via the rental company's form
- Pet acceptance: Pets are not allowed
- Departure time: 10:00 a.m. (am) maximum, beyond late penalties
- Arrival time: From 4:00 p.m.
- Security deposit: €500 per credit card imprint

## **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 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 invoice date.

The Order is payable in Euros.

The prices indicated are per date of stay.

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

## **Deposit**

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 to the Order**

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

## **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 provided for in article L. 221-18 of the Consumer Code.

## **Responsibility**

The Service Provider cannot be held liable under any circumstances:

- In the event of non-performance or poor performance of the Services which is attributable to the Client;
- In the event of use not in accordance with the intended purpose 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 indirect damage which may arise 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 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 external to the will of the Service Provider occurring after the Order and preventing execution under normal conditions.

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

## **Personal data**

In application of 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 are essential to the processing of their Order. They are only used for the purposes for which the Client 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 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 to portability and limitation of processing with regard to information concerning him.

This right can be exercised either by email to the following address, or by post to the following postal address [La Parenthesis 16 Avenue Balcon de la Soulane 66210 BOLQUERE (FRANCE)].

## **Claims**

Complaints relating to 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 [La Parenthesis 16 Avenue Balcon de la Soulane 66210 BOLQUERE (FRANCE)] within [4] days after the end of the Service.

## **Intellectual property**

The Service Provider remains the owner of all intellectual property rights over the photographs, presentations and drawings representing the Service. The Customer therefore prohibits its reproduction or exploitation.

## **Applicable law**

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

## **Disputes**

Any dispute arising from the validity, interpretation, execution, termination of these General Terms and Conditions, and more generally from 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, unless mandatory legal or public policy 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, resort to conventional mediation free of charge 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](http://www.medicys-consommation.fr).
- The Customer can also use the European Online Dispute Resolution (“ODR”) platform accessible from the following link: <http://ec.europa.eu/consumers/odr/>.