

GENERAL TERMS AND CONDITIONS OF SALE – 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 capable adult individual acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal or agricultural activity (hereinafter referred to as “the Client”), with:

DESBUS SEBASTIEN (“the Provider”).

As a consumer, the Client has specific rights, which would be invalidated if the booked Services were used for purposes within the scope of the Client's commercial, industrial, artisanal, liberal, or agricultural activity.

Validation of the Service Order by the Client constitutes full and unreserved acceptance of these General Terms and Conditions. The Client confirms having the legal capacity to enter into contracts and to purchase the Services offered. The Client bears sole responsibility for selecting the Services.

Acceptance and Modification of the General Terms and Conditions

The Client is invited to download and/or print the General Terms and Conditions and retain a copy. These Terms may be amended in the future, and the version applicable is the one in force at the time of the order.

Mandatory Pre-Contractual Information

The Client acknowledges having received, prior to placing the Order, clear and understandable information, including these Terms and all those listed in Article L.111-1 and following of the French Consumer Code.

Order

The "Order" refers to the process by which the Client selects the Services, date, duration, payment method, and completes payment. It is the Client's responsibility to verify the accuracy of the Order and to notify the Provider immediately of any error.

Contract Formation

The sale of Services is only final once the Provider has sent the Client a confirmation of acceptance of the Order, and full payment has been received.

The Provider reserves the right to cancel or refuse any order from a Client with whom there is an ongoing dispute regarding a previous order or if the requested Services are unavailable for the selected dates.

Service Description

Photos representing the Services are for illustrative purposes only and do not bind the Provider.

Stay Conditions

The Client agrees to use the accommodation reasonably and respectfully and in accordance with public order.

Each booking is personal and non-transferable to any third party, whether for free, for payment, or for commercial purposes.

Specific Conditions:

- **Key handover:** Either hand-delivered or accessible by a key box
- **ID required:** It must be handed over upon arrival
- **Pets allowed :** NO
- **Check-out time:** 10:00 a.m.
- **Check-in time:** 04:00 p.m.
- **Security deposit:** 40%

Prices

Prices for Services are stated before and during the Order process.

For Providers subject to VAT, prices include applicable VAT at the date of the order. Any change in VAT will automatically affect prices. New legal or regulatory taxes imposed by authorities will also be reflected in the invoiced price.

Orders are payable in **Euros**.

Prices are per stay and per person unless stated otherwise. Additional services (breakfast, half-board, full-board, etc.) are not included unless specified.

Deposit

If placing the Order requires a deposit, it shall **not** be considered a down payment (“arrhes” under French law).

In case of order cancellation by the Client after acceptance by the Provider, **except in cases of force majeure**, the deposit will be retained by the Provider and will not be refunded, unless otherwise specified.

Right of Withdrawal

The Client is reminded that, in accordance with Article L.221-28 of the French Consumer Code, the right of withdrawal provided in Article L.221-18 does **not** apply to accommodation service contracts.

Liability

The Provider cannot be held liable in the following cases:

- Non-performance or poor performance of the Services caused by the Client;
- Improper use of the Service;
- Force majeure, as defined by French court rulings.

The Provider is not liable for any indirect damages resulting from service execution.

Force Majeure

The Provider reserves the right to suspend, delay, amend, or cancel service delivery due to force majeure or unforeseeable circumstances such as fire, flood, epidemic, war, requisition, strike, hurricane, tornado, earthquake, or any event beyond the Provider's control arising after the Order and preventing normal execution.

In such cases, the Client is not entitled to compensation and may not take legal action against the Provider.

Personal Data

In accordance with French Law No. 78-17 of January 6, 1978 as amended by Law No. 2018-493 of June 20, 2018, the Client is informed that personal data is essential for order processing. Data is used solely for the stated purposes and may be shared only with partners involved in providing the Services.

Data is stored in compliance with French and European regulations. Retention and archiving durations respect CNIL guidelines and legal obligations.

The Client has the right to access, correct, delete, oppose, restrict processing, and port their personal data. These rights can be exercised by email or post: S Desbrus, 340 route de l'Albenc, 38210 Polienas, France

Complaints

Complaints concerning the non-performance or improper performance of Services must be submitted in writing to the Provider at severinedesbrus@gmail.com , within 10 days after the Service ends.

Intellectual Property

The Provider retains all intellectual property rights over photographs, presentations, and designs of the Services. Any reproduction or use by the Client is strictly prohibited.

Governing Law

These General Terms and all related operations are governed by **French law**.

Disputes

Any dispute concerning the validity, interpretation, execution, or termination of these Terms, or more generally, the relationship between the Provider and the Client, shall fall under the jurisdiction of French courts, unless otherwise required by mandatory legal provisions.

The Provider and Client shall strive to resolve any disputes amicably.

The Client is informed that they may refer the matter to a consumer mediator, free of charge, in accordance with Article L.612-1 of the French Consumer Code, such as:

- **Medicys** – information and procedures available at www.medicys-consommation.fr
- The **European Online Dispute Resolution** platform: <http://ec.europa.eu/consumers/odr/>