



## **AUX AUGUSTINS by AUTOUR DU PETIT PARADIS SARL**

Maison d'Habitation - Avignon Intramuros - Appartements Meublés de Charme

### **GENERAL TERMS AND CONDITIONS OF SALE and INTERNAL RULES**

#### **AUX AUGUSTINS\*\*\***

In the wake of the COVID pandemic and its consequences, we reserve the right to unilaterally cancel rental contracts, at no cost to either party, in the event of exceptional circumstances (risk of resumption of the epidemic, actual epidemic or pandemic, administrative closure, government announcement, sale or other circumstances preventing the holiday from taking place).

Our activity is not linked to the holding of any recurring or non-recurring event or demonstration in Avignon or the surrounding area, so we decline all responsibility in the event of your stay being prevented whatever the circumstances (any type of strike, cancellation of the Avignon In or Off Festival, conference cancellation, etc.).

Unlike traditional rental contracts, our long-stay rental contracts for companies (with appropriate terms and conditions) will be adapted to their needs.

#### **Art. 1 APPLICABLE RULES**

Any reservation implies unreserved acceptance of the General Terms and Conditions of Sale.

#### **Art. 2 REGISTRATION AND BOOKING**

The customer may not claim any compensation or reimbursement for a NO SHOW, or if he shortens or interrupts his stay for any reason whatsoever.

BOOK RELAX rate includes cancellation and interruption insurance.

All bookings must be guaranteed by a valid bank card (Visa, Eurocard Mastercard) during the stay. All bookings require full payment of the stay at the time of booking, with the exception of the following flexible tariffs: "FLEXIBLE 3 - FLEXIBLE 7 - FLEXIBLE 14 - FLEXIBLE30"; see conditions in article 4. The sale will be considered null and void if the appropriate payment is not received at the time of booking. Any refusal to pay the balance of a reservation within the time allowed will de facto render the sale null and void and the sum paid by the customer will be retained without the customer being able to claim any prejudice whatsoever.



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### Art. 3 PAYMENT TERMS - ARRIVAL PROCEDURE

The full or partial amount of the invoice will be debited or pre-authorized at the time of booking or no later than 30 days before the start date of the holiday. If no valid means of payment is received by the agreed date, the booking will be cancelled. Cancellation charges will then be deducted as indicated in Art. 4.

A - For all holidays, the customer must be able to provide the following documents:

- Read and accept the general terms and conditions of sale and the internal rules
- Provide a copy of a valid identity document on arrival
- Pay for their stay in full by credit card (Visa or Mastercard) or in cash on time, in accordance with the terms of the contract. Extras and tourist tax (currently €1.65/adult/night) are payable on site and in cash.

B - Payment methods

- Bank cards (Visa - Eurocard / Mastercard) or cash (euros only) In order to avoid any fraud, we refuse the use of any credit card other than those of customers staying at the establishment, except in exceptional circumstances (please contact us before booking).
- Bank transfers (only with our agreement, transfer charges to be paid by the customer).
- We do not accept cheques or holiday vouchers.

C - Private car park 25€/night to be paid cash and on reservation strictly confirmed by us.

### Art. 4 CONDITIONS OF RESERVATION, CANCELLATION, AND INTERRUPTION OF STAY

The following rates (Book Relax, Promotion, B&B, One night (room only rate), Standard RACK NR, Early booking) are non-refundable, non-exchangeable and unchangeable.

BOOK RELAX rate includes cancellation and interruption insurance / COVID included.

Link to the general terms and conditions of the insurance:

<https://gap.gritchen.fr/minurl/WXhMchu5/>

All holiday cancellations must be made in writing [email, post (by recorded delivery letter stating the date of cancellation) to avoid any disputes.

See conditions below for flexible rates:

In the event of cancellation, the following compensation will be due:

"FLEXIBLE3 rate" can be cancelled free of charge up to 3 days before the arrival date. Pre-authorization at the latest 30 days before arrival with payment on the day of arrival.

"FLEXIBLE7" can be cancelled free of charge up to 7 days before the date of arrival. Pre-authorization at the latest 30 days before arrival with payment on the day of arrival.

FLEXIBLE14" can be cancelled free of charge up to 14 days before the date of arrival. Pre-authorization at the latest 30 days before arrival with payment on the day of arrival.

FLEXIBLE 30" can be cancelled free of charge up to 30 days prior to arrival. Pre-authorization at the latest 30 days before arrival with payment on the day of arrival.



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### **Art. 5 ARRIVALS - DEPARTURES**

Arrivals must be between 3pm and 7pm and departures before 10.30am. Please let us know your arrival time so that we can optimise our service. Arrival after 7pm on weekdays and after 12pm on Sundays is possible by appointment only and with our agreement. Early check-in, late check-in or early check-out may be possible if requested in advance and subject to our agreement by email. The cost is 50euros.

The accommodation must be vacated by 10.30am at the latest, including Sundays on the day of departure. Any late departure after 10.30am will be charged 50€ payable in cash. For a departure before the opening hours of the reception we give you the instructions of the check-out on the spot.

### **Art. 6 PRICES**

The prices in force are indicated in local currency (euro) inclusive of tax and are displayed on the website. They only include the provision of an accommodation unit. They do not include the local tourist tax, which is payable in cash on site, per adult and per night (amount according to municipal decision). Final cleaning not included in the basic rate is free of charge. Optional paid services are not included in the price and will be charged on site in cash. All extras are payable in cash only. An invoice will be issued.

### **Art. 7 MAINTAINING THE PREMISES – ACCESS**

An inventory is kept in each accommodation unit. It is the customer's responsibility to report any anomalies, missing or damaged items within 24 hours of arrival. The accommodation unit is made available to the customer in a perfect state of repair, and the customer must return it in a correct state, i.e. one that does not require extra cleaning. Any failure to do so will be billed at a rate of 50 euros. The establishment reserves the right to enter the rented accommodation units for reasons of maintenance, hygiene, control (heating or air conditioning on with the windows open) and/or security. In accordance with current regulations (Art. R 3511-1 of the French Public Health Code), the establishment is non-smoking, including vaping. Any breach will result in a flat-rate charge of four nights corresponding to non-compliance with the establishment's policy, as well as the prejudice of not being able to re-let the accommodation immediately and the costs of cleaning, dry-cleaning, etc.) with immediate termination of the customer's stay without compensation. Animals are not accepted.

### **Art. 8 DURATION OF STAY**

Renewal request: Subject to availability and at the discretion of the establishment, the length of stay may be extended, without any obligation to remain in the same accommodation unit or at the same price. If a stay extension is accepted and a new price is applied, this will be effective from the date of signature of the new agreement corresponding to the new agreed period of accommodation. In the event of early departure, the price applicable will be that corresponding to the entire stay, with no possibility of complaint (Ref: Art. 4).



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### **Art. 9 TERMINATION**

The rental contract will be terminated automatically, without formality or delay, if the customer fails to fulfil any of his obligations:

- A ban on smoking or vaping,
- Behaviour that does not comply with the house rules and/or is detrimental to the well-being and comfort of the other occupants.
- Noise pollution, hygiene, damage to the accommodation, etc.

Under these conditions, the guest's stay will be terminated immediately and without compensation, without prejudice to any claims for compensation that Autour du Petit Paradis SARL or third parties may make against the guest.

### **Art. 10 LIABILITIES**

The establishment cannot be held responsible for theft or damage to guests' personal belongings in the accommodation units. This framework of liability also extends to the common premises and all other outbuildings of the establishment. However, certain precautions can help you avoid any inconvenience, in particular by ensuring that the doors and windows of your accommodation units are properly closed when you are away.

### **Art. 11 ATTRIBUTION OF JURISDICTION IN THE EVENT OF DISPUTES**

In the event of a dispute, the parties acknowledge that the competent court will be that of the establishment.

The general terms and conditions of sale in French take precedence over those in English for obvious reasons of uncertainty of rigorous legal translation into English (DeepL translator).

### **Art. 12 INTERNAL RULES**

It is strictly forbidden to use the house for private or professional purposes.

To make life easier during your stay, house rules are available in each accommodation unit. Please read them and respect them. At present, with the COVID procedure, these documents have been withdrawn, but common sense, education, reading and acceptance of the general conditions are more than sufficient.