

## **GENERAL TERMS AND CONDITIONS OF SALE and INTERIOR REGULATIONS**

**Guesthouses Autour du Petit Paradis and Aux Augustins**

### **Art. 1 APPLICABLE REGULATIONS**

The purpose of this agreement is to lay down rules that are read and freely accepted by the customer. The provisions of articles 1952 and following of the civil code, relating to hoteliers, as well as the legal provisions concerning residential leases are not applicable, in particular with regard to maintenance in the premises. The client must therefore take advantage of a tax domicile (in a completely different place than the establishment) which implies that any domiciliation in the residence, whether private or professional, is strictly forbidden.

### **Art. 2 REGISTRATION AND RESERVATION**

Any reservation means the reading by the customer of the General Terms and Conditions of Sale and the total acceptance. Do not reserve if you do not fully adhere to them. All reservations must be guaranteed by a valid credit card (Visa, Eurocard Mastercard) during the stay. Any reservation requires a partial payment of 10% in the case of the flexible economy rate or 50% in the case of a semi-refundable rate or full payment of the stay in all other cases except for the "FLEXIBLE3 – FLEXIBLE7 - FLEXIBLE14 – FLEXIBLE30" rates, see conditions in article 4. Without receipt of the appropriate payment at the time of booking, the sale will be considered null and void. Any refusal to pay the balance of a reservation within the time limit will render the sale de facto null and void and the sum paid by the customer will be kept without the customer being able to claim any prejudice.

### **Art. 3 CONDITIONS OF PAYMENT - ARRIVAL PROCEDURE**

The partial or total amount of the invoice will be debited or pre-authorized at the time of reservation or at the latest 30 days before the start date of the stay. The customer who has not provided a valid means of payment on the agreed date is considered to have cancelled his trip. If a third person pays for the client, this person must sign the credit card receipt and provide valid identification.

**Cancellation fees will be withheld as indicated in Art. 4.**

**a - For all stays, the client must be able to pay and provide the following documents:**

- 1 - Read and accept the general terms and conditions of sale and the internal rules.**
- 2 - Hand over a copy of a valid identity document on arrival.**
- 3 - Settle the entire payment of the stay by credit card (visa or mastercard) or in cash on time according to the conditions of the contract. The visitor's tax is payable on site and in cash.**

**b - Methods and modalities of payment**

**Credit cards (Visa - Eurocard / Mastercard) or Cash (euros only)**

**Bank transfers (only with our agreement and the transfer costs are to be paid by the customer)**

c - For stays of one month or more

Invoices for stays of one month or more will be presented and payable no later than the 1st of the current month.

#### **Art. 4 CONDITIONS of RESERVATION, CANCELLATION and INTERRUPTION OF RESIDENCE**

All rates are non-refundable, non-exchangeable and non-changeable with some exceptions. See conditions below. All cancellations must be made in writing [e-mail, letter (A/R letter determining the date of cancellation)].

In case of cancellation of stay the following compensation will be due:

"FLEXIBLE 3" rate which can be cancelled without charge up to 3 days before the arrival date. Pre authorization made 30 days prior to arrival with payment on the day of the arrival.

"FLEXIBLE 7" rate which can be cancelled without charge up to 7 days before the arrival date. Pre-authorization made 30 days prior to arrival with payment on the day of arrival.

"FLEXIBLE 14" rate cancellable without charge up to 14 days prior to arrival date. Pre-authorization made 30 days prior to arrival with payment upon arrival.

"FLEXIBLE 30" rate cancellable without charge up to 30 days prior to arrival date. Pre-authorization made 30 days prior to arrival with payment upon arrival.

"Semi-flexible RACK" rate partially refundable under the following conditions: Non-refundable prepayment of 50% of the total amount and loss of the whole amount within 60 days of arrival.

"Flexible Economy Rate": Non-refundable prepayment of 10% of the total amount at reservation and loss of the remaining 90% from 30 days before arrival.

"Promotion" rate : Non refundable prepayment. The total amount is due on reservation.

Please be aware of the total loss on booking for the following non-refundable fares: Book relax, Promotion, B&B, Standard NR, Corporate, Early Booking, ...)

The customer will not be able to claim any compensation or refund for a NO SHOW, or if he shortens or interrupts his stay for any reason whatsoever or if he does not pay within the time limits specified by e-mail the balance of the reservation. We advise you to take out a personal cancellation insurance or to take out a tariff including the "Book Relax" Cancellation Insurance or to take out the Cancellation Insurance option for a modest cost of 5€ per night; see detailed conditions in Art 4 bis below.

Art. 4 bis Concerns only reservations with Refund Protection Included or with the option Refund Protection (5€ per night)

Please refer to the detailed conditions of the insurance contract to check if your request for cancellation and a reimbursement in your case is valid under following link

[https://gap.gritchen.fr/partenaire/produits/\\_commun/client-cga.php?lang=fr&contrat=client\\_produit\\_garantie-8ba16cb7842def4ddee3ad7551d9fe32-16324&lang=en](https://gap.gritchen.fr/partenaire/produits/_commun/client-cga.php?lang=fr&contrat=client_produit_garantie-8ba16cb7842def4ddee3ad7551d9fe32-16324&lang=en)

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

Arrivals shall take place between 3:00 PM and 8:00 PM. If the arrival is forecasted after 8:00PM during the week and 12:00 noon (Sun) a late check-in is possible only with our agreement and an appointment for the check-in shall be made. Early or late check-in or late check out services may be possible if expressed in advance and subject to our agreement by email. The cost is 50,00euros. Departures shall take place before 10:30AM and luggage can be stored on premises and be picked up during the opening times. Late departures after 10h30am will be charged 50€ payable in cash .For a departure before our opening times instructions will be given on site on request.

#### **Art. 6 PRICES**

Current prices are specified in local currency (euros) including VAT, they are displayed on the website, and they relate only to making an accommodation unit available for the indicated number of persons. They do not include the local city tax to be paid cash per adult and per night (amount defined by city authorities). Optional services are not included in the room prices and to be paid extra when occurred. All the extras have to be paid by cash.

#### **Art. 7 UPKEEP OF THE PREMISES MADE AVAILABLE - ACCESS**

The client undertakes to draw attention to any anomaly and to any missing or damaged items within 24 hours of arrival. Any damage caused by the customer and/or lack of upkeep will be billed to the client. The accommodation unit is made available to the client in a good condition, and the client shall hand it back in a correct state. Any lack will be billed to the customer with an extra fee of 30euros added to the final cleaning fee. The business reserves the right to enter into accommodation units that have been let for reasons of upkeep, hygiene, inspection, and/or safety. According to the Article R 3511-1 of the Public Health Code, Autour du Petit Paradis & Aux Augustins are a non-smoking areas. In case of non-respect we will charge a f forfeit of 4 days (housing inoccupation, for dry and extra cleaning). Under such conditions, the stay shall be terminated immediately. We don't accept animals

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

Renewal request: when available and at the discretion of the business, the duration of a stay may be prolonged, not necessarily in the same accommodation unit or at the same tariff. In the event of a prolongation being accepted and a new price being applied, the price shall be applicable as from signature of the new agreement corresponding to the newly-agreed period of accommodation. In the event of an early departure, the price applicable is the price corresponding to the stay in full, without any reduction being possible (cf. Article 4).

#### **Art. 9 TERMINATION**

The agreement can be terminated legally, without formality, and immediately in the event of the client failing to carry out any of his or her obligations (non-respect of interdiction to smoke,...) or in

**the event of behavior that is incompatible with the internal regulations and/or harmful of the well-being and comfort of other client occupiers. Under such conditions, the stay shall be terminated immediately, without indemnity, and without prejudice to any claims that might be made by SARL Autour du Petit Paradis SARL or third parties.**

#### **Art. 10 LIABILITIES**

**The business shall not be liable in the event of clients' personal possessions being stolen or damaged in the accommodation unit. The same applies to premises in common, car parking, and any other dependencies or annexes of the business. Nevertheless, certain precautions can help you avoid any inconvenience, in particular by verifying that the doors and windows of your accommodation units are properly closed while you are away.**

#### **Art. 11 JURISDICTION IN THE EVENT OF DISPUTE**

**In the event of dispute, the parties acknowledge that the competent courts are those having jurisdiction over the business. The authentic version of these general conditions is the version in French.**

#### **Art. 12 INTERNAL REGULATIONS**

**In order to make life easier during your stay, internal regulations are made available in each accommodation unit. We ask you to take note of them and to comply with them.**