

## GENERAL CONDITIONS OF SALE and INTERNAL RULES

### AUTOUR DU PETIT PARADIS and AUX AUGUSTINS

#### Art. 1 APPLICABLE REGULATIONS

The present agreement applies in the context of Articles 1709 et seq. of the civil code and also Article L.322-2 of the tourism code, and it is subject to the statutory provisions relating to Tourism Residences. The provisions of Articles 1952 et seq. of the civil code relating to hotel keepers, and the legal provisions concerning residential tenancies are not applicable, in particular those concerning the right of tenancy. The client must thus possess an address for tax purposes that is not at the establishment, which implies that it is strictly forbidden to make any use of the residence as a private or professional address.

#### Art. 2 REGISTRATION AND BOOKING

Any confirmation of a booking shall be guaranteed by a valid bank card (also valid during the stay). Every reservation must be accompanied by payment of the total amount or an advance corresponding to 10% or 50% of the total for the booking in case of an Economic Flexible Tariff or a Semi Flexible tariff. If the advance for the booking is not collected, then the sale will be considered void.

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

The balance or the total amount of the invoice will be debited or pre authorized on reservation or 30 days before the starting date of the stay. A client who has not provided a valid bank card for the balance at the agreed date is considered as having canceled the visit. During the stay the client will have to pay the balance with a bank card (on his name) or cash. No bank transfer or checks are accepted. If another person will pay on behalf of the client he shall sign the card receipt and hand out a copy of his valid identity card. Cancellation fees will be calculated as set out in Article 4. a - For all stays, the client shall:

- 1 – Read and accept the general conditions of sale and internal rules.
- 2 – Hand over a copy of a valid identity document on arrival.
- 3 – Settle in full the payment for the stay by credit card (Visa, MC) or cash on arrival if not done before. The city tax is due to be paid cash during the stay.

##### b - Methods of payment

Bank cards (Visa, Eurocard/MasterCard),

Cash (euros only),

Checks are not accepted.

##### c – For stays of one month and longer

Invoices for stays of one month or longer shall be presented and payable no later than the first day of the current month.

#### Art. 4 RESERVATION and CANCELLATION POLICY and INTERRUPTION OF STAY

Any cancellation shall be in writing (letter with acknowledgment of receipt to determine the date of cancellation). In the event of the stay being canceled, the following indemnities shall be due:

For an application of a Semi Flexible Tariff (under conditions) : you will be charged a prepayment non-refundable of the 50% of the total price after reservation and the remaining amount in the 30 days before arrival.

For an application of an Economic Flexible Tariff (under conditions): you will be charged a non-refundable prepayment of 10% of the total price after reservation and the remaining amount in the 30 days before arrival.

Please be aware that total loss (100%) of reservation for an application of all non-refundable tariffs (B&B, Book Relax, Book Smart NR (Non Refundable), Corporate, Early Booking,...)

100% loss on reservation (The total amount of the stay is due on reservation and will be debited immediately on the credit card supplied on reservation).

The customer cannot expect any indemnity or reimbursement if a stay is shortened, interrupted or in case of a NO-SHOW for any reason whatsoever. We advise you to take an additional cancellation insurance (7€ per night on our website) or to reserve a tariff with Refund Protection Included "Book Relax" or "B&B tariff" for example. Please refer to the detailed conditions of insurance Art 4 bis)

Art. 4 bis Concerns only reservations with Refund Protection Included

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).

If the reason is not valid the conditions under article 4 are the reference for payment.

Art. 5 ARRIVALS - DEPARTURES

Arrivals shall take place between 3:00 PM and 7:00 PM. If the arrival is forecasted after 7:00PM during the week and 12:00 am (Sun) a late check-in is possible only with our agreement and an appointment for the check-in shall be made. The services of early or late check-in are possible if requested and accepted 48h before arrival (written confirmation by email only). 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, if the departure is forecasted after 10:30AM. 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 is a non-smoking area. In case of non-respect we will charge a forfeit of 4 days (unoccupancy 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 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