General terms of sale – Bed & Breakfast « Château de la Frégeolière »

Those general terms of sale describe the rules for the booking of stays in bed & breakfast « Château de la frégeolière », 41300 Theillay, France. This document can be considered as a contract between the owners, Caroline and Benjamin GAKIC and the client of the bed & breakfast.

Article 1 – Duration of the stay: The client rents one or several rooms for a defined duration and can not take advantage or right to stay longer in place.

Article 2 – <u>Prices</u>: Prices on the web site <u>www.lafregeoliere.fr</u> are the only contractual prices. They include taxes (the owners do not pay TVA, article 293 B of the CGI).

Article 3 – <u>Booking's validation</u>: Booking can be done by mail or by phone directly with the owners or via the following booking websites: <u>www.booking.com</u>, <u>www.airbnb.fr</u> or <u>www.smartbox.com</u>. Booking is definitive after reception of a deposit, cashed as soon as reception. The amount of deposit will be deduced from the total price of the stay at arrival. Deposit must be sent at least 5 working days after the booking request and before the date of the stay.

Deposit amount is:

- In the case of a booking directly with the owners: the total price of the stay.
- In the case of a booking via the website www.booking.com: the total price of the stay.
- In the case of a booking via the website <u>www.airbnb.fr</u> or <u>www.smartbox.com</u>: see with the concerned website.

Payment of the deposit can be done:

- By cheque (payable to Benjamin or Caroline GAKIC)
- By secured online payment Paypal.
- By credit card through the online payment solutions Square.

In case of a booking done less than 72 hours bafore the date of the stay, a payment by credit card can be demanded by the owners.

Payment of deposit implies the acceptance of the present general terms of sale.

If the client wants to, a rental contract can be sent by post or by mail.

Article 4 – <u>Cancellation by the client</u>: All cancellations must be made by post or mail addressed to the owners.

- If the client cancels more than 21 days (14 days in the case of a booking via the website www.booking.com) before rental period, the deposit will be given back to the client.
- If the client cancels less than 21 days (14 days in the case of a booking via the website www.booking.com) before rental period, the deposit will be kept to the owners who reserve the right to claim the remaining balance.
- If the client does not show himself before 7 pm the day of arrival, the owners reserve the right to dispose of their rooms. The deposit will be kept by the owners who reserve the right to claim the remaining balance.
- If the client does not respect the maximale time of arrival, the owners reserve the right to refuse to receive the client. The deposit will be kept by the owners who reserve the right to claim the remaining balance
- In case of early termination, the total price of the stay will be kept by the owners. The only consumed additional services will be due to the owners.

Article 5 – <u>Cancellation by the owners</u>: If the owners cancel the stay for reasons beyond their control, they must inform the client as soon as possible by phone or mail. The client will be paid back of the amount already paid.

Article 6 – <u>Arrival time</u>: The client must present himself the day specified by the booking and at the time mentioned below. The rooms are available from 5 pm. Thank you to warn for arrival after 7 pm. We don't accepte arrival after 9pm and we reserve the right to refuse the client after the maximum time of arrival. This refusal can not be considered as a modification or breach of contract by the owners. Thus no repayment can be considered in this case.

Article 7 – <u>Checkout time</u>: The rooms must be vacated for 11 am. After noon, a additional night will be charged.

Article 8 – <u>Payment of the remaining balance</u>: The remaining balance will be paid on arrival. The remaining balance is payable by:

- Cash
- By secured online payment Paypal.
- By credit card through the online payment solutions Square.

Additional services non planned will be paid at the end of the stay.

Article 9 – <u>Tourist tax</u>: The tourist tax is a local tax and is included in the price of the night. It's collected by the owners for the municipality and is paid to the tax office.

Article $10 - \underline{\text{Change of rooms}}$: The owners reserve the right to change the room initially booked by the client for a room with the same or higher capacity without the client claiming a indemnity. In a such case, the price of the stay will remain unchanged.

Article 11 – <u>Capacity</u>: The booking is specified for a certain number of persons. If the day of arrival, the number of persons is higher, the owners reserve the right to refuse additional persons. This refusal can not be considered as a modification or breach of contract by the owners. Thus no repayment can be considered in the case of the departure of a higher number of persons than refused.

Article 12 - Children : Children are welcomed in La Frégeolière :

- Children under 2 years old stay for free if they do not use available beds.
- Children above 2 years old are charged like adults.

Article 13 – Breakfast: The breakfast is served when guests arrive from 8:30 am to 10 am in the dining room.

Article 14 – <u>Dinner</u>: The dinner is served at 7:30 pm for all the guests in the dining room. As we make the supplying in local markets and producers/shops, guests are asked to reserve their dinner the day before, before 10 am.

Article 15 - Pets: Pets are admitted on demand with the owner and only in the rooms Valançay, Clos Lucé and Chenonceau. If the day of arrival, the client show himself with one or several non declared pets, the owners reserve the right to refuse the client. This refusal can not be considered as a modification or breach of contract by the owners. Thus no repayment can be considered in the case of the departure of the client. The price for pets is available on the website www.lafregeoliere.fr.

Each pet allowed in the rooms must not in any case and any moment be alone and locked in the room without its masters. Dogs must be kept on a lead in the property. The masters of pets must ensure that their pet lets the place clean and pick up the excrements inside and in the garden.

Article 16 - Behaviour and use of premises: For the tranquility and wellbeing we ask to all guest to behave with a certain art of living. Besides « le Château de la Frégeolière » is an entirely non-smoking area, except the outside courtyard. Guests are also asked to not eat in rooms.

The client commits to respect the manners rules featuring in the rooms and in those general terms of sale. The client commits to leave the rooms in a perfect condition at the end of the stay and declare and financially assume any damage for which he is responsible.

Parents are solely responsible of their children in « Château de la Frégeolière ».

Article 17 – <u>Informatique et libertés</u>: According to the law 78-17 of January 6th, 1978, the client has at any time a right of access and rectification to all of his personal data. « Le château de la Frégeolière » commit to not convey personal informations to others companies.

Those generals terms of sale can be modified without notice. As soon as a deposit is paid, those generals terms of sale are considered to be accepted and respected.