



**Online Booking for Gîtes de France® Accommodations**

**These documents are for informational purposes. Only the French version of the contracts is authoritative and legally valid.**

**Conditions applicable to all reservations**

**1 - Parties to the contract:**

“You” or “the Guest” or “the Buyer” refers to any user of this site who reserves, orders and/or buys any Products and Services offered. You may use this Site only if You are an adult and qualified to sign binding contracts. You will be financially liable for all your uses of the Site.

The services sold on this Site are reserved for individuals only. Groups and professionals must contact the Vendor directly.

“We” or “the Vendor” designates the legally authorised reservations centre selling tourist rentals, stays and packages on behalf of its principals and undertaking to comply with the following professional rules: article 68 of the Decree of 1972 amended for non-package accommodation rentals, articles R211-3 to R211-11 of the Tourism Code for tourist trips and packages.

**2- Purpose:** The purpose of this contract is to provide remote electronic booking for Gîtes de France®-approved City Break accommodations, quality-assured by the Representative responsible for the geographic area in question, on behalf of the Fédération Nationale des Gîtes de France et du Tourisme Vert®. The Fédération Nationale des Gîtes de France et du Tourisme Vert® may in no case be held liable for the use of these contracts by third parties or for purposes other than touristic.

**3 - Online optioning:** This site allows the user to place an option on a booking for Gîte de France® City Break holiday accommodations; the option remains valid for the period of time mentioned in the proposed contract issued by the Vendor. By placing an option, you block the reservation for a period of seven days. You will then receive a booking contract by regular mail or e-mail. **Note: the Vendor must receive your signed contract and your payment before the date appearing on the contract in order for your booking to become final.** Otherwise your booking option will be considered unconfirmed, and the Vendor will put the holiday in question back on sale.

**4 – Online booking:** After making your selection and clicking on the “Book now” button, a screen will appear summarising the booking information.

You will then be asked to complete a page of personal information and confirm it.

A screen will then summarise all of the specific information appearing in the contract.

Finally, when you click on the “CONFIRM” button, you approve and confirm your order, declare that you have acquainted yourself with and accepted these conditions, and are thereby irrevocably bound by them. Your acceptance may not subsequently be called into question except by application of the article relating to your right of withdrawal.

The automatic registration systems put in place by the Vendor are considered proof that you have entered into the reservation contract.

You will receive confirmation of your order by e-mail. This confirmation will specify the essential characteristics of the booking, its price, and its terms of payment. The contents of these booking confirmations are kept on file by the Vendor. They are considered proof of your consent to the booking contract and of its date.

**5 - Payment methods:** Online payment by credit card enables you to book your holiday online, immediately and firmly. If the period of time between the date of the booking and the date of your holiday is less than seven days, your only payment option is by credit card.

For options, the deposit may be paid by cheque, money order, bank transfer, or bank giro. In addition to these means of payment, the balance may also be paid by credit card.

**6 - Non-transferability:** Unless article 32 of the present terms and conditions of sale is applied, the contract is entered into intuitu personae and may not be transferred.

**7 – Capacity:** The contract is established for a specific number of persons. If the number of vacationers exceeds the accommodation capacity, the service provider may refuse to accept the additional guests. In this case, any amendment to or breaking of the contract will be considered to be at the guest's initiative.

**8 - Your pets:** The contract specifies whether you may or may not bring along a pet. If you do not comply with this clause, the service provider may refuse to accept your stay. In this case, no refund will be given. When making reservations at gîtes (self-catering cottages or flats), you are required to indicate the number of animals that will be accompanying you. The Fact Sheet specifies any rate supplements to be applied (pet rate, deposit supplement, cleaning supplement). Specific conditions for pets may be indicated by the proprietor in in-house rules posted in the accommodation: the contract may be terminated against you if you do not observe these conditions.

**9 – Cancellation by Guest:** Any cancellation must be communicated by registered letter to the booking service.

a/ You have cancellation insurance: you should refer to the refund conditions specified in the insurance contract.

b/ You do not have cancellation insurance: for any cancellation by the Guest, a refund will be issued by the booking service, excluding booking fees, as follows:

⇒ cancellation up to the 21st day inclusive before the start of the stay: the amount of the deposit, corresponding to 25% of the rent, will be retained, along with all booking fees and any charges for cancellation insurance that may have been taken out; in addition, if the Guest so chooses 25% of the amount of all services directly associated with the holiday as appearing on the Fact Sheet and the balance will be refunded if it has been collected as of the cancellation date.

⇒ cancellation between the 20th day and the 8th day inclusive before the start of the stay: 50% of the amount of the rent and of the services directly associated with the holiday, if the Guest has chosen any, will be retained;

⇒ cancellation between the 7th day and the 2nd day inclusive before the start of the stay: 75% of the amount of the rent and of the services directly associated with the holiday, if the Guest has chosen any, will be retained;

⇒ cancellation on the day before or on the arrival date originally specified in the contract, or no-show: no reimbursement will be made.

**10 - Interruption:** If you interrupt your holiday, no refund will be given unless the reason for the interruption is covered by your cancellation insurance.

**11 – Cancellation by Vendor:** If the booking service cancels the holiday before its start, it must inform you of this by registered letter with confirmation of receipt. You will receive an immediate refund of any sums paid, without penalties. You will also receive compensation at least equal to the penalty you would have owed if you had cancelled the reservation at that date. These provisions do not apply when an amicable agreement is entered into involving your acceptance of a replacement holiday offered by the Vendor.

**12 – Change in a substantial element:** If, before the date set for the start of the holiday, the booking service is forced to modify any of the essential elements of the contract, you may, after being informed of this by the Vendor by registered letter with confirmation of receipt:

⇒ either terminate your contract and obtain an immediate refund of the sums paid, without penalties;

⇒ or accept the modification or the substitution of holiday destinations offered by the Vendor: an amendment to the contract specifying the changes made is then signed by the parties. Any reduction in price is deducted from the sums still owed by you, and if the payment already made by you exceeds the price of the modified service, the overpayment will be returned to you before the start of your stay.

**13 - Vendor's inability during the holiday to provide the services called for in the contract:** If, during the holiday, the Vendor is unable to provide a preponderant portion of the services called for by the contract, representing a substantial percentage of the price honoured by you, the reservation service will offer a replacement holiday, bearing any additional cost for same. If the holiday accepted by you is of lesser quality, the reservation service will refund you the difference in price before the end of your holiday. If the Vendor is unable to offer a replacement holiday, or if the replacement is rejected by you for valid reasons, the Vendor will pay you a sum corresponding to the amount of the rental (public price excluding cancellation insurance) calculated pro rata to the number of days remaining until the initial end of the holiday, and compensation in the same amount as damages.

**14 – Guest's responsibility:** It is up to you to check that the information you provide when registering or at any other time is correct and complete. It is your responsibility to make certain that the contact details you communicate when making your reservation are correct and that they will enable you to receive your booking confirmation. In the event you do not receive this confirmation, you must contact the Vendor. So that your case can be handled, you must immediately inform the Vendor of any change in the information provided when you registered.

**15 – Vendor's responsibility:** The Vendor who offers services to a guest is that guest's sole contact and answers to him for the fulfilment of the obligations arising from the present terms and conditions of sale. The Vendor may

not be held liable for acts of God, cases of force majeure or for the actions of any person extraneous to arranging and providing the holiday.

**16 - Use of French and primacy of French:** In accordance with Law 94-664 of 4 August 1994, the offers presented on this site for French customers are written in French. Commercial translations into foreign languages of all or part of the sections appearing on this site may however be accessible. The parties agree that the French version prevails over all commercial translations in another language.

**17 – Site use:** This site offers bookings for Gîtes de France®-approved City Break holiday accommodations, quality-assured by the Representative responsible for the geographic area in question, on behalf of the Fédération Nationale des Gîtes de France et du Tourisme Vert®. The purpose of the site is to assist you in finding holidays featuring City Break accommodations and to make the appropriate bookings. Any use of the site's booking service that is fraudulent or violates the present Terms and Conditions of Sale may cause the Representative having local jurisdiction to deny access at any time to the Services offered on this site.

**18 - Intellectual property:**

**Vendor's undertaking:** The publication of information online is subject to the same legal requirements as traditional publishing. This site's contents are therefore governed by various laws which give the Internet-using reader various rights and obligations. The Vendor and publisher of this site undertake to comply with current publishing rules and to take all possible measures to ensure that the information offered to the public is valid. It authorises the reader to print all or part of the site's content for strictly personal use.

**Your undertaking:** You undertake to comply with the intellectual-property rules for the various content offered on the site, which implies that you undertake not to reproduce, summarise, modify, alter or redistribute, without the prior express authorisation of the site's proprietor, any article, title, application, software, logo, trademark, information or illustration for any use other than strictly private, which excludes any reproduction for professional, profit-making purposes or for mass distribution. You undertake not to recopy all or part of the site onto any other medium. Failure to comply with these mandatory undertakings engages the violator's civil and criminal liability.

**19 - Personal data protection:** The personal data concerning you collected by the Gîtes de France network are computer-processed. You may receive business proposals from our network for products and services similar to those you have ordered. Pursuant to the "Information Technology and Freedoms" Act of 06/01/78 amended in 2004, you have a right to access and correct the information concerning you. If you wish to exercise this right, you need only write to us, or to send us your request by e-mail. The Vendor maintains the confidentiality of the data entered into the firms on this site.

**20 - Applicable legislation and jurisdiction:** The parties agree that this contract is governed by French law, including with regard to jurisdiction over it.

**21 – Proof:** Except in the case of manifest error by the Vendor, it is expressly agreed that the data kept in the data system of the Vendor and/or its partners have probative value with regard to orders submitted. The computer-based or electronic data kept by the Vendor constitute proof. If these data are produced by the Vendor as means of proof in any litigation or other procedure, they will be admissible, valid and enforceable between the parties, in the same manner, under the same conditions and with the same probative force as any document prepared, received or kept in writing.

**22 - Complaints – Dispute settlement – Dishonest guests:** Any complaint relating to the electronic booking procedure may be addressed to the booking centre. Any complaint relating to the condition of the premises and/or the fact sheet of the holiday site must be submitted to the booking service within three days of entry into the premises. Any other complaint must be sent to it as quickly as possible, by mail. When the booking service, as agent, pays compensation to the guest on behalf of the proprietor, the booking service subrogates the guest in the rights and actions it holds against the proprietor. The Vendor reserves the right to cancel or refuse any order from a customer with whom there is a dispute relating to payment of a previous debt.

## **Special conditions applicable to booking a holiday in City Break by Gîtes de France B&Bs, flats and homes**

The conditions appearing in this chapter complement the conditions applicable to all reservations.

**23 - Dates on which the price of the holiday is collected:** In application of article 68 of Decree 72-678 of 20 July 1972, amended, bookings for seasonal rentals made through a broker may not be paid more than six months in advance of entry into the premises. Consequently, bookings for a stay in rural lodgings made more than six months before entry into the premises are not subject to payment before that period of time. Six months prior to the holiday, you will be asked by e-mail to pay your deposit, corresponding to 25% of the rent, plus all booking fees and any charges for cancellation insurance that may have been taken out, plus, if the Guest so chooses, 25% of the amount of all services directly associated with the holiday as appearing on the Fact Sheet.

For bookings made between 6 months and 30 days before the start of the stay, payment of a deposit as described above will be required when the contract is entered into. The balance is due 30 days before the start of the stay: at that time you will be invited by e-mail to pay this amount.

For reservations made less than 30 days before the start of the holiday, payment of the full price of the holiday will be required when the contract is entered into.

**24 – Prices:** Prices are indicated in each Fact Sheet and correspond to the total cost of the rental for the accommodations for one week (from Saturday at 4:00 p.m. through the following Saturday at 10:00 a.m.) or weekend or mid-week or night in a B&B.

**25 – No right of withdrawal:** For bookings made by letter, telephone or Internet, the renter does not have the right of withdrawal, pursuant to article L121-21-8 of the Consumer Code relating in particular to accommodation services provided at a given date or according to a given frequency.

**26 – Check-in:** You must present yourself on the day specified and at the time mentioned in the booking contract or in the acknowledgement of receipt of your reservation. In the event that you arrive late or your arrival is postponed or prevented at the last moment, you must notify the service provider (or proprietor) whose address and telephone number appear on the voucher or fact sheet.

**27 – Condition of premises:** An inventory is drawn up jointly and signed by you and the proprietor or his representative when you arrive at and depart from the lodging. This inventory constitutes the sole reference in the event of a dispute regarding the condition of the premises. You are required to make use of the rental property as would a reasonable person. The cleanliness of the lodgings when you arrive must be indicated in the statement of condition of the premises. The vacationer is responsible for cleaning the premises during the rental period and before leaving. The amount of any cleaning charges is determined based on the calculation indicated in the fact sheet.

**28 – Security deposit for holidays in City Break flats/homes:** When you arrive at your holiday venue, a security deposit, the amount of which is indicated on the fact sheet, is requested by the proprietor. After the inspection report is drawn up jointly at the time of departure, this deposit is returned, minus the cost of restoring the premises to their original condition if damage is found. In the event of early departure (prior to the times mentioned on the fact sheet) preventing the statement of condition of the premises from being prepared on the same day that you leave, the security deposit is returned by the proprietor within one week.

**29 - Payment of charges:** At the end of your stay, you must pay to the proprietor any charges not included in the price. Their amount is determined based on the calculation mentioned in the fact sheet, and documentation is provided by the proprietor.

**30 - Insurance:** You are responsible for all damages caused by you. You must be insured by a holiday-type insurance contract for these various risks.

You may be asked to present an insurance certificate when you arrive at the premises, or for a certification on your honour.

## **Special conditions applicable to the booking of a tourist holiday**

The conditions appearing in this chapter complement the conditions applicable to all reservations.

**31 - Dates on which the price of the holiday is collected:** For bookings made more than 30 days prior to the start of the holiday, payment of a deposit of 25% of the price of the holiday (corresponding to 25% of the amount of the rent plus all booking fees and the costs of any cancellation insurance, plus, if the Guest so chooses, 25% of the amount of all services directly associated with the holiday as appearing in the Fact Sheet) will be required when the contract is entered into. The balance is due 30 days before the start of the stay: at that time you will be invited by e-mail to pay this amount.

For bookings made less than 30 days before the start of the holiday, payment of the full price of the holiday will be required when the contract is entered into.

**Special conditions applicable to the booking of a tourist package**

**The conditions appearing in this chapter complement the conditions applicable to all reservations.**

**32- Contract transfer:** You may transfer your contract to a transferee who meets the same conditions as you to take the holiday. In this case, you are required to inform the booking service of your decision by registered letter with confirmation of receipt no later than seven days before the start of the holiday. The contract transfer must be made at cost. The transferor and the transferee are jointly liable towards the Vendor for payment of the balance of the price and any additional charges occasioned by this transfer.



## **Articles R-211-3 to R-211-11 of the Tourism Code (Law 2009-888 of 22/07/2009)**

### **Article R211-3**

Subject to the exclusions envisioned at the third and fourth paragraphs of article L. 211-7, any offer and any sale of travel or accommodation services gives rise to the issuance of appropriate documents meeting the rules defined under the present section.

In the case of the sale of airline tickets or tickets on a regular line not accompanied by services associated with this transport, the vendor provides the buyer with one or more tickets for the entire trip issued by the carrier and under its responsibility. In the case of charter transport, the name and address of the carrier on whose behalf the tickets are issued must be mentioned.

The separate billing of the various elements of a single tourist package does not relieve the vendor of the obligations incumbent upon it under the regulatory provisions of the present section.

### **Article R211-3-1**

The exchange of precontractual information or the delivery of contractual conditions is done in writing. This may be done electronically under the conditions of validity and exercise set forth at articles 1369-1 to 1369-11 of the Civil Code. The vendor's name or corporate name and address are given, along with an indication of its registration in the registry stipulated at paragraph a) of article L. 141-3 or, where appropriate, the name, address and registration number of the federation or union mentioned in the second paragraph of article R. 211-2.

### **Article R211-4**

Prior to entering into the contract, the vendor must communicate to the consumer information on the prices, dates and other elements constituting the services provided for the trip or holiday, such as:

1. The destination, means, characteristics and categories of transportation used;
2. The type of lodging, its location, comfort level and primary characteristics, its certification and tourist ranking corresponding to the regulations or practices of the host country;
3. The food services offered;
4. A description of the itinerary in the case of a tour.
5. The administrative and health formalities to be completed by the nationals or citizens of another member State of the European Union or of a State that is party to the European Economic Space agreement, particularly in the event of border crossings and the time it takes to complete them;
6. The visits, excursions and other services included in the package or available by payment of a surcharge;
7. The minimum or maximum size of the group making the trip or holiday possible, and, if the trip or holiday is conditional on a minimum number of participants, the deadline for informing the consumer if the trip or holiday is cancelled; this date may be no less than twenty-one days before the departure date;
8. The amount or percentage of the price to be paid as deposit when the contract is entered into and the schedule for payment of the balance;
9. The conditions for revision of the prices as established by the contract pursuant to article R. 211-8; 10. Contractual conditions for cancellation;
10. The contractual conditions of cancellation;
11. The conditions of cancellation defined at articles R. 211-9, R. 211-10 and R. 211-11;
12. Information concerning the optional signing of an insurance contract covering the consequences of certain cases of cancellation, or an assistance contract covering certain particular risks, especially repatriation costs in the event of accident or illness;
13. When the contract includes air transport services, the information for each flight segment called for at articles R. 211-15 to R. 211-18.

Amended by Decree 2009-1650 of 23 December 2009-art. 1 1

The advance information communicated to the consumer is binding on the vendor, unless said information includes the vendor's express reservation of the right to change certain elements thereof. In this case, the vendor must clearly indicate to what extent this change may be made and on what elements.

In any case, changes made to the advance information must be communicated in writing to the consumer before the contract is entered into.

### **Article R211-6**

The contract entered into between the vendor and the buyer must be in writing, in two copies, one of which is given to the buyer, and signed by both parties. When the contract is entered into electronically, articles 1369-1 to 1369-11 of the Civil Code are applied. The contract must contain the following clauses:

1. The name and address of the Vendor, its guarantor and its insurer, as well as the name and address of the organiser;
2. The destination(s) of the trip and, in the event of a segmented stay, the various periods and their dates;
3. The means, characteristics and categories of the transportation utilised, the dates and places of departure and return.
4. The type of lodging, its location, comfort level and primary characteristics, its certification and tourist ranking according to the regulations or practices of the host country;
5. The food services offered;
6. A description of the itinerary in the case of a tour;
7. The visits, excursions or other services included in the total price of the trip or holiday;
8. The total price of the services billed and an indication of any revision to this bill pursuant to the provisions of article R. 211-8.
9. If appropriate, an indication of the charges or taxes applying to certain services such as landing, deplaning or boarding in ports and airports, tourist taxes when they are not included in the price or the services provided;
10. The schedule and terms of payment of the price; the final payment made by the buyer may not be less than 30% of the price of the trip or holiday and must be paid when the documents making the trip or holiday possible are delivered;
11. The special conditions required by the buyer and accepted by the seller;
12. The conditions by which the buyer may file a complaint against the vendor for non-performance or poor performance of the contract, which complaint must be sent to the vendor as promptly as possible, by any means that provides the vendor with confirmation of receipt, and, where appropriate, reported in writing to the concerned trip organiser and service provider, if any;
13. The deadline for informing the buyer in the event the trip or holiday is cancelled by the vendor in the event that the trip or holiday is linked to a minimum number of participants, pursuant to the provisions of paragraph 7 of article R. 211-4;
14. The contractual conditions of cancellation;
15. The conditions of cancellation defined at articles R. 211-9, R. 211-10 and R. 211-11;
16. Details regarding the risks covered and the amount of the guarantees under the insurance contract covering the consequences of the vendor's professional civil liability;
17. Indications concerning the insurance contract covering the consequences of certain cases of cancellation signed by the buyer (policy number and name of insurer), and concerning the assistance contract covering certain particular risks, in particular the costs of repatriation in the case of accident or illness; in this case, the vendor must deliver to the buyer a document specifying at least the risks covered and the risks excluded;
18. The deadline for informing the vendor in the event that the buyer transfers the contract;
19. An undertaking to provide to the buyer, at least ten days before the scheduled departure date, the following information:
  - a) The name, address and telephone number of the vendor's local representative or, failing this, the names, addresses and telephone numbers of the local bodies likely to provide aid to the consumer in the case of difficulty, or, failing this, the vendor's emergency contact number;
  - b) For trips and holidays abroad by minors, a telephone number and address making it possible to contact the child or the manager directly at the holiday site;
20. The clause on cancellation and refund without penalties of the sums paid by the buyer in the event of noncompliance with the obligation to inform set forth at par. 13 of article R. 211-4;
21. The undertaking to provide the buyer in due course before the start of the trip or holiday the departure and arrival times.

#### **Article R211-7**

The buyer may assign his contract to an assignee who meets the same conditions as he for taking the trip or holiday, so long as the contract has not yet produced any effect.

Without prejudice to a stipulation more favourable to the transferor, the latter is required to inform the vendor of his decision by any means making it possible to obtain an acknowledgement of receipt no later than seven days before the start of the trip. In the case of a cruise, this period is increased to fifteen days. This transfer is in no case subject to prior authorisation by the vendor.

#### **Article R211-8**

When the contract includes an express possibility of price revision, within the limits set by article L. 211-12, it must state the precise method of calculation, both upward and downward, of the price variations, and in particular the amount of the transport costs and associated taxes, the currency or currencies that may impact the price of the trip or holiday, the part of the price to which the variation applies, and the exchange rate of the currency or currencies taken as reference in setting the price appearing in the contract.

#### **Article R211-9**

If, before the buyer's departure, the vendor finds itself forced to make a change in one of the essential elements of the contract such as a significant increase in the price, and when it is unaware of the obligation to inform mentioned at paragraph 13 of article R. 211-4, the buyer may, without prejudice to the right of recovery for any damages suffered, and after having been informed by the vendor by any means that provides an acknowledgement of receipt:

- either cancel his contract and obtain an immediate refund of the sums paid, without penalties;
- or accept the change or the replacement trip suggested by the vendor; a rider to the contract specifying the changes made is then signed by the parties; any reduction in price is deducted from any sums remaining owed by the buyer and, if the payment already made by the buyer exceeds the price of the modified service, the overpayment must be returned before the departure date.

#### **Article R211-10**

In the case envisioned at article L. 211-14, if, before the buyer's departure, the vendor cancels the trip or the holiday, it must inform the buyer by any means that provides an acknowledgement of receipt; the buyer, without prejudice to his right of recovery for any damages suffered, obtains from the vendor immediate reimbursement of the amounts paid, without penalty; in this case, the buyer receives compensation at least equal to the penalty he would have borne if the cancellation had been made by him at that date.

The provisions of the present article in no case preclude the conclusion of an amicable agreement regarding acceptance by the buyer of a replacement trip or holiday suggested by the vendor.

#### **Article R211-11**

If, after the buyer's departure, the vendor finds itself unable to provide a preponderant portion of the services called for in the contract and representing a substantial percentage of the price honoured by the buyer, the vendor must immediately take the following measures, without prejudice to the right of recovery for any damages suffered:

- either suggest services to replace the planned services, bearing any additional price thereof, and, if the services accepted by the buyer are of lesser quality, the seller must reimburse the price difference to him upon his return;
- or, if the vendor is unable to offer any replacement services, or if such services are rejected by the buyer for valid reasons, provide to the buyer, with no surcharge, tickets to ensure his return under conditions that can be deemed equivalent, to the place of departure or to some other place accepted by both parties.

The provisions of this article are applicable if the obligation established at par. 13 of article R. 211-4 is not met.