

**GENERAL RENTAL TERMS**  
**L'AUTRE RIVES 2018**

**Article 1 - SCOPE OF APPLICATION AND PRE-CONTRACTUAL INFORMATION**

- 1.1. These general rental terms (hereinafter 'General Terms') apply to all bed and breakfast rental agreements (hereinafter the 'Rooms') entered into by the owner of the establishment (hereinafter the 'Property Owner' and private users (hereinafter the 'Guest(s)').

No special condition may, without the formal written consent of the Property Owner, take precedence over these General Terms. In such a way, any contradictory terms put forward by the Guest shall not, in the absence of the express agreement of the Property Owner, be binding against the latter.

The Property Owner reserves the right to modify these General Terms at any time, while acknowledging that the modifications shall only be applicable to bookings placed after the aforementioned modifications have been made.

- 1.2. These General Terms shall be sent to any Guest that requests them and are also available on the Property Owner's website: **www.lautrerives.com**

They are also sent with the Room Booking Confirmation to the e-mail address provided by the Guest.

All Room bookings and in particular all payments of a deposit for the booking imply the unconditional acceptance of these General Terms.

Consequently, the Guest expressly acknowledges having received, prior to making the reservation of the Room and before entering into the contract, in a legible and comprehensible form, these General Terms and all of the information listed in article L.121-17 of the Consumer Code and in particular the following information:

- the key features of the services and in particular the Rooms offered by the Property Owner;
- the price of the services and the Room rentals, as well as the accepted methods of payment;
- information concerning the identity, business activity and contact details of the Property Owner;
- information relating to the lack of the right to cancel.

- 1.3. These General Terms have been drafted in their original version in French. This is the sole legal version, taking precedence over any other version translated into a foreign language.

If any stipulation of these General Terms is declared null and void or unenforceable, whatever the legal basis, by a Court or any other administration or authority, such a ruling may not in any case affect the validity of the other terms.

Failure to exercise, at any time, a prerogative or right acknowledged in these terms, or failure to request the enforcement of any of the stipulations of these terms, may in no case be interpreted as either a modification to the contract, or as the express or tacit renunciation of the right to exercise the aforementioned prerogative in the future, or the right to request the full enforcement of the commitments agreed to in these terms.

**Article 2 - IDENTITY AND CONTACT DETAILS OF THE PROPERTY OWNER**

The services for the rental of Rooms set out in these General Terms are offered by the Property Owner of whom all information and contact details are listed below:

**Identity:** Company known as L'Autre Rives, SARL with registered capital of **1000€**, registered under number **815 237 961**, on the Register of Trade and Commerce of **ALBI**, represented by **Isabelle Martial**.

**Address:** **L'Autre Rives, 60 rue Cantepau, 81000 ALBI**

**Website:** **www.lautrerives.com**

**Telephone:** **+33 6 75 47 01 51**

**E-mail:** **contact@lautrerives.com**

**Article 3 - DESCRIPTION OF SERVICES – BED AND BREAKFAST**

- 3.1. A detailed description of the specific nature and characteristics of the rental service, the Rooms as well as all of the additional and/or complementary services that may be offered by the Property Owner is featured on the Property Owner's website.

Although the Property Owner does everything possible to ensure that the photographs that appear on the website are true and up-to-date reflections of the Rooms and services, variations may occur, due in particular to the technical characteristics and the colour resolution of the photos .

Likewise, for reasons of internal organisation and in order to guarantee the comfort of the Rooms and the replacement of furniture and equipment, the Property Owner may need to replace certain furniture and/or equipment that appears in the photos on the website.

The Guest may not therefore claim any compensation, or call into question the reservation made in any way due to shortfalls or delays in updating certain photos on its website.

The Guest, in any case, may contact the Property Owner with any question or request for additional details on the services and Rooms offered by using the contact details listed in article 2 above.

Likewise, a specific quote may be produced by the Property Owner taking into account any specific needs and requests put forward by the Guest.

- 3.2. The Guest is expressly informed that the Rooms offered by the Property owner are for a specific and set number of people.

Therefore the Property Owner may, at any time, without being held liable in any way or form, refuse entry and the presence of additional people in the Rooms originally rented.

The Guest acknowledges and expressly accepts that the rental services of the Room offered by the Property Owner are for a limited and set time, meaning that the Guest may not, for any reason or at any time, claim any right to remain in the property.

**Article 4 - FORMATION OF CONTRACT – BOOKING CONDITIONS**

- 4.1. **BOOKING CONFIRMATION**

The Guest is expressly reminded that they may see a detailed description of the rental services and Rooms offered by the Property Owner, via the website of the latter and/or by making

contact with the Property Owner using the contact details set out in article 2 above.

Whatever the method of contact used, the Property Owner shall send the Guest, to his or her postal address or e-mail address, as specified by the Guest, a booking confirmation (hereinafter the '**Booking Confirmation**') containing the details of the room(s) reserved, the price and methods of payment, including the deposit referred to in article 4.2 below, as well as these General Terms.

#### **4.2. PAYMENT OF DEPOSIT**

4.2.1. Unless agreed otherwise by the Property Owner, the formation of a rental contract is expressly dependent on the prior payment of a deposit of twenty-five percent (25%) of the total amount of the booking made, including taxes.

The Guest shall be informed of the need to pay this deposit and the methods of payment in accordance with article 5.2 below, when receiving the Booking Confirmation detailed in article 4.1 above.

It is expressly agreed that the payment of the percentage set out above represents a '**deposit**', therefore excluding its qualification as a 'security deposit' pursuant to the provisions of article L.131-1 of the Consumer Code.

Consequently, the payment of this deposit by the Guest and its receipt by the Property Owner is a firm and definitive commitment by the Parties to the rental agreement, subject to the stipulations of articles 4.5 and 4.6 below.

Any deposit paid by the Guest is cashed upon receipt by the Property Owner as a firm and definitive validation of the reservation of the Room(s) and is deducted from the invoice for the full amount of the stay.

It should be noted that the payment of a deposit by the Guest implies the unconditional acceptance of these General Terms.

4.2.2. Notwithstanding the stipulations set out above, for reasons of internal organisation of the establishment and for stays of less than 2 nights, the Property Owner reserves the right to request that the Guests makes full cash payment prior to any firm and definitive reservation of Rooms.

In this case, the Guest shall be expressly informed of this when receiving the Booking Confirmation sent by the Property Owner.

#### **4.3. ONLINE BOOKING AND PAYMENT**

4.3.1. The Guest may book a Room directly from the Property Owner's website. In this case, the following steps must be followed:

- i.** Enter the address of the website and follow the instructions on said site.
- ii.** Complete, in accordance with the instructions given online, the booking form provided where the Guest's personal details must appear, in particular surnames, forenames, address, e-mail address.
- iii.** Check the booking information and if necessary identify and correct any errors or omissions.
- iv.** Confirm the booking, the total price including taxes, as well as the payment of the deposit in accordance with the conditions set out in article 4.2 above.
- v.** Follow the instructions of the online payment server in order to pay the price including taxes or the required deposit pursuant to article 4.2.

- vi.** The Guest shall then immediately receive a booking confirmation via e-mail, specifying the acceptance of payment and providing confirmation of the booking made.

4.3.2. Having chosen to book online the Guest shall confirm the booking, by consulting a summary on the screen, clicking on the tab 'booking confirmation with obligatory payment' to show his or her commitment, acknowledgement and acceptance of these General Terms and the booking made.

At the end of the booking process, it is recommended that the Guest downloads, saves or prints these General Terms.

#### **4.4. LACK OF THE RIGHT TO CANCEL**

**Pursuant to article L.121-21-8, 12° of the Consumer Code and notwithstanding the modification and cancellation terms set out in articles 4.5 and 4.6 below, the Guest is expressly informed that they may not benefit from the legal right to cancel set out in article L.121-21 of the Consumer Code.**

#### **4.5. MODIFICATION / CANCELLATION BY THE GUEST**

4.5.1. Unless otherwise agreed by the Property Owner, Room bookings or arrival dates may not be changed by the Guest without the Property Owner's consent, from the time that they are approved and finalised and in particular following receipt of the deposit referred to in article 4.2 above.

In any event, the Guest agrees to inform the Property Owner of any late arrival in relation to the agreed date and time and in any event of arrivals after **7pm** pursuant to article 6.1 below.

In the absence of any information and if the Guest does not arrive before the obligatory arrival times set out in article 6.1 below, unless agreed otherwise by the Property Owner, the booking shall be deemed to have been cancelled by the Guest and the Property Owner may dispose freely of the Rooms.

4.5.2. Other than in the case of a *force majeure* event, in the event that the Guest cancels the booking:

- six (6) weeks or more before the start date of the stay: the Property Owner agrees to refund the Guest all of the deposit paid;
- less than six (6) weeks before the start date of the stay: the Property Owner shall keep all of the deposit paid;
- less than eight (8) calendar days before the start date of the stay: the Property Owner (i) shall keep all of the deposit paid and (ii) reserves the right to request the full amount, including taxes, for all nights booked, excluding additional services that have not been used.

4.5.3. Likewise, in the event that the Guest does not arrive, without giving notification or warning to the Property Owner, as in the case of a shortened stay, the Property Owner shall keep the whole deposit that has been paid and reserves the right to request the full amount, including taxes, for all of the nights book, with the exclusion of additional services that have not been used.

4.5.4. In any event, the Guest agrees to inform the Property Owner of any modification and/or cancellation by any written means (letter, fax, e-mail).

#### **4.6. MODIFICATION / CANCELLATION BY THE PROPERTY OWNER**

4.6.1. Due to the management constraints that are inherent to the reservation of Rooms and for reasons of safety and/or temporary refurbishment of Rooms, the Property Owner reserves the right to

change the Room that was initially reserved for a Room of the same size and standard or of a superior size and standard.

In this event and without the specific consent of the Property Owner, the Guest may not request any reduction in the price of the reservation made.

4.6.2. Other than in the case of a *force majeure* event, in the case of cancellation of the booking by the Property Owner:

- less than six (6) weeks before the start date of the stay: the Property Owner shall refund the Guest the full deposit paid;
- less than eight (8) calendar days: the Property Owner (i) shall refund the full deposit paid and, in the absence of an amicable solution being found to reodge the Guest (ii) shall pay compensation equal to the full amount including taxes, for all nights booked, with the exclusion of additional services that have not been used.

4.6.3. In any event, the Property Owner agrees to inform the Guest of any modification and/or cancellation by any written means (letter, fax, e-mail).

#### Article 5 - PRICE AND METHODS OF PAYMENT

##### 5.1. PRICE

The price of Room rentals and all additional or complementary services is indicated by the Property Owner on their website and/or in all brochures, documents and internet platforms sent to and/or accessible to the Guest.

Unless indicated otherwise, these prices include all taxes and are calculated using the rate of VAT applicable on the day of booking with the exception of the occupancy tax.

The Property Owner reserves the right to modify their prices at any time, while acknowledging that these price modifications shall only apply to bookings made after those modifications have been made.

##### 5.2. METHODS OF PAYMENT

On the departure date, the Property owner shall create an invoice for the full amount, including taxes, for the stay booked, deducting the deposit already paid pursuant to article 4.2 above.

The outstanding balance is payable by the Guest on their departure date. Any additional services used by the Guest during their stay shall also be invoiced and payable at the end of the stay.

The methods of payment available to the Guest are: *cash, credit card (Visa, AA), transfer, cheque, holiday vouchers...*

#### Article 6 - OBLIGATIONS OF THE PROPERTY OWNER

6.1. Subject to the correct completion by the Guest of all of the booking formalities and in particular the payment of the deposit set out in article 4.2 above, the Property Owner agrees to make available to the Guest the Room(s) booked on the agreed dates and for the agreed length of stay.

On this matter, unless otherwise agreed by the Property Owner, the Guest is expressly informed below of the obligatory arrival and departure times:

- Arrival times: 5pm, please note that the Guest must inform the Property Owner of any arrival later than **7pm**
- Departure times: no later than **11am**.

6.2. Subject to the clauses of article 4.6.1. above, the Property Owner agrees to guarantee that the Guest shall have peaceful enjoyment of the Room rented and access to its equipment and furniture.

#### Article 7 - GUEST'S OBLIGATIONS

##### 7.1. USE OF THE ROOMS AND PREMISES

7.1.1. The Guest is bound to use and enjoy the Room(s) rented peacefully and with due care. This also applies to the furniture and equipment within it.

It is strictly forbidden to smoke in the Rooms as well as in the common areas of the Property Owner's establishment.

More broadly, in order to guarantee the quiet and peaceful enjoyment of the premises for all of the Property Owner's Guests, each Guest agrees to behave in a courteous and reasonable manner and to respect any rules given by the Property Owner and that do not appear in these General Terms

7.1.2. Pursuant to article 1731 of the Civil Code, the Guest is presumed to have received the Room rented, its furniture and equipment in a good state of use and conservation and is bound to return it to the Property Owner in the same state.

Consequently the Guest must answer for and is bound to pay compensation for any degradation and/or loss arising during their stay, rendering the Room rented unfit for its purpose and for any further rentals, unless this damage and/or loss is accidental.

The Guest must inform the Property Owner of any complaints they have concerning the compliance and/or the state of the Rooms booked within three (3) calendar days to be counted from their arrival on the premises.

In any event, the Guest must inform the Property Owner as soon as possible of any incident, degradation and/or damage that may occur whether or not they are responsible, from the time of their arrival at the premises and for their entire stay.

##### 7.2. ANIMALS

Unless agreed otherwise at the time of booking, pets are not permitted in the Property Owner's establishment.

Failure to respect this rule may lead the Property Owner to cancel the Guest's stay, without the latter being entitled to any right to receive a refund or any type of compensation whatsoever.

Guide dogs for the blind or partially sighted are however accepted by the Property Owner, unless otherwise indicated at the time of booking.

##### 7.3. SWIMMING POOL, SAUNA AND GYM ROOM

The swimming pool, sauna and gym room are accessible every day during the following times: **8am to 8pm**.

Access to and use of the swimming pool area, sauna and gym room is exclusively reserved for Guests in residence and is to be used at their entire and sole liability, meaning that the Property Owner may not be held liable in any way for any accident arising in the swimming pool area, sauna and gym room.

Minors who wish to use the swimming pool, sauna and gym room must be accompanied by their parents and/or an adult with parental responsibility, who shall be solely and exclusively responsible for looking after and monitoring them.

More broadly, each Guest agrees to strictly observe any information and any rule given by the Property Owner regarding

access to and use of the swimming pool area, sauna and gym room.

#### **7.4. RESPONSIBILITY FOR MINORS**

The Guest is expressly informed and alerted to the fact that any minors present in the Property Owner's establishment are under the sole and full responsibility of their parents and/or any person who has parental responsibility.

#### **7.5. PERSONAL BELONGINGS**

The Guest's personal belongings are their sole and full responsibility, and they are responsible for taking all the precautionary and safety measures necessary to their conservation and/or for any damage that they may cause.

Subject to legal provisions on the matter, the Property Owner shall not take any responsibility for any loss, theft, injury and/or damage caused to belongings and/or to any people who are in the Property Owner's establishment, whatever the cause and the time.

#### **Article 8 - FORCE MAJEURE**

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- 8.1. Pursuant to article 1148 of the Civil Code and to the definition set out in the case law of French courts, *force majeure* is understood to mean any event that is outside of the Parties' control and that is both unpredictable and uncontrollable and/or unavoidable.

As a result, it is expressly agreed that in the case of failure by one of the Parties to fulfil any of the obligations set out and/or arising from these General Terms due to a *force majeure* event in the sense of this article, the defaulting party may not be held liable by the other party.

- 8.2. More specifically, the Guest is expressly informed that the Property Owner may be prohibited, against his or her will, from respecting all or part of their obligations set out in and/or arising from these General Terms due to a *force majeure* event, such as in particular, although not limited to: bad weather, earthquakes, fires, storms, floods, water damage and any weather-related event that makes it impossible to welcome and/or lodge its guests in normal and legally safe conditions.

In the case of such an event, it is expressly agreed that the Property Owner may not be held liable in any way whatsoever, or be liable to pay any compensation to the Guest due to the total or partial failure to meet their obligations.

#### **Article 9 - PERSONAL INFORMATION**

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Information and data concerning the Guest is gathered and collected by the Property Owner for the sole purpose of processing Room bookings.

This information and data shall be collected and registered in a guest file belonging to the Property owner.

Pursuant to the 'Data Protection Act' of 6 January 1978, the Customer has the right to access, withdraw and rectify their personal data by contacting the Property Owner using the contact details set out in article 2.

Likewise, the Guest is expressly informed of the fact that when booking Rooms, they shall have the option to accept or refuse to receive sales and or promotional offers from the Property Owner.

#### **Article 10 - APPLICABLE LAW AND THE SETTLEMENT OF DISPUTES**

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These General Terms and any contractual relationship arising from them between the parties, are exclusively governed by

French law, to the exclusion of any other foreign legislation and/or regulations.

For any dispute relating to the validity, interpretation, enforcement, lack of enforcement, interruption and/or cancellation of these General Terms and any obligations arising from them, the authority of the Courts shall be determined pursuant to rules of procedure and to applicable international regulations and conventions.