



SPECIAL & GENERAL BOOKING CONDITIONS

1. INFORMATION

The stays and accommodations presented on this site constitute the prior offer covered by the general conditions below and are binding on the Gîtes de France Tarn Reservation Centre called ATTER (hereinafter, "the seller").

1. bis ONLINE SALE - PARTIES TO THE CONTRACT

In the case of online sales, the user designates any user of this site who reserves, orders and/or purchases any product and service offered. The user may only use this site if he is of legal age and authorised to sign contracts that engage his responsibility. The user is financially responsible for all his uses of the site. The services sold on this site are reserved for private individuals. Groups and professionals must contact the seller directly. "The seller" refers to ATTER, Centrale de Réservation Gîtes de France Tarn exercising its activity under the Tourism Code (Law No. 2009-888 of 22/07/2009). The user will be referred to as the "client" for the provisions common to the services sold online and offline.

1ter. SUBJECT

These general terms and conditions of sale apply to the reservation of accommodation and tourist services by the customer with the seller.

2. DURATION OF STAY

The client who has signed the contract concluded for a fixed period of time cannot under any circumstances claim any right to remain in the premises at the end of the stay.

3. RESPONSIBILITY

The seller is liable under the terms of article L211-16 of the Tourism Code, which stipulates: "Any natural or legal person who engages in the operations mentioned in article L. 211-1 is automatically liable to the buyer for the proper performance of the obligations resulting from the contract, whether or not this contract has been concluded remotely and whether or not these obligations are to be performed by itself or by other service providers, without prejudice to its right of recourse against them and within the limits of the compensation provided for by international conventions. However, it may be exempted from all or part of its liability by proving that the non-execution or poor execution of the contract is attributable either to the purchaser or to the unforeseeable and insurmountable fact of a third party not involved in the supply of the services provided for in the contract, or to a case of force majeure. »

3. bis LIABILITY OF THE CUSTOMER

It is the responsibility of the customer to verify that the information he or she provides when registering, or at any other time, is accurate and complete. It is the client's responsibility to ensure that the contact details they provide when booking are correct and that they will enable the client to receive confirmation of their booking. In the event that the client does not receive this confirmation, it is the client's responsibility to contact the seller. For the proper follow-up of his file, the customer must immediately inform the seller of any change in the information provided at the time of his registration.

4. RESERVATION

The reservation becomes firm when the service has received the contract signed by the client (before the deadline indicated on the contract) and a deposit of 25% of the rent to which are added the total reservation fees as well as any cancellation insurance fees that may have been taken out, plus, if the client chooses to benefit from it, 25% of the amount of all additional services directly related to the stay as indicated on the description sheet.

Taking an option: Taking an option exclusively concerns stays in rural gîtes. It can only be made by telephone to the seller, more than 5 weeks before the date of entry into the premises. By taking an option, you block the reservation of the stay for a period of 7 days. You will then receive a reservation contract by post or e-mail.

Attention: the Seller must have received, before the end of this period, your payment for your reservation to become final. Failing this, your reservation option will be considered as not confirmed and the Seller will put the holiday back on sale.

4. bis ONLINE RESERVATION

By then clicking on the "confirm" button, the user validates and confirms his order, declares that he has read and accepted the present booking conditions, and is irrevocably bound. Its acceptance cannot be subsequently called into question. The automatic registration systems set up by the seller are considered to be proof of the conclusion of the present reservation contract. The user will receive a confirmation of the order by e-mail. This confirmation will trace the essential characteristics of the reservation, its price and its terms of payment. The content of these booking confirmations is archived by the seller. They are considered as proof of the user's consent to this contract and its date.

4.Ter MEANS OF PAYMENT ON-LINE

When the user chooses to book "online", online payment by credit card allows him to book his stay immediately and firmly online.

5. PAYMENT OF THE BALANCE

The client must pay the booking service the balance of the agreed service and the balance remaining due, and this one month before the start of the stay, subject to compliance with Article R.211-6.10 of the Tourism Code. The customer who has not paid the balance by the agreed date is considered to have cancelled his stay. The service is then offered for sale again and no refund will be made. Payment of the balance can be made by various methods, including bank card, bank or postal cheque, money order, transfer, holiday vouchers.

6. LATE BOOKINGS

In case of reservation less than 30 days before the beginning of the stay, the totality of the payment of the stay will be required at the time of reservation, subject to the respect of the article R.211-6,10) of the Tourism Code.

7. EXCHANGE VOUCHER

Upon receipt of the balance, the reservation service will send the client an exchange voucher or an acknowledgement of receipt that the client must give to the service provider (or owner) upon arrival.

8. ARRIVAL

The client must present himself on the day specified and at the times mentioned on the contract or acknowledgement of receipt. In the event of late or delayed arrival or last minute impediment, the customer must notify the service provider (or owner) whose address and telephone number appear on the exchange voucher or the description sheet. The services not consumed due to this delay will remain due and will not give rise to any refund.

9. CANCELLATION BY THE CUSTOMER

All cancellations must be notified by registered letter with acknowledgement of receipt or email (with confirmation of receipt) to SCIC SA Sudfrance.fr Booking Centre.

a/ The client benefits from an insurance - cancellation: please refer to the insurance sheet attached to the contract.

b/ The client does not benefit from cancellation insurance: for any cancellation by the client, the sum reimbursed to the client by the seller, with the exception of the booking fees, will be as follows:

- Cancellation more than 30 days and up to and including the 21st day before the beginning of the stay: 25% of the price of the stay will be retained;
- Cancellation between the 20th and the 8th day before the beginning of the stay : 50% of the price of the stay will be retained;
- Cancellation between the 7th and the 2nd day before the beginning of the stay : 75% of the price of the stay will be retained;
- Cancellation less than 2 days before the beginning of the stay: no refund will be made.

10. MODIFICATION BY THE VENDOR OF A SUBSTANTIAL ELEMENT OF THE CONTRACT /CANCELLATION BY THE SELLER/ PREVENTION OF THE SELLER FROM PROVIDING THE SERVICES PROVIDED FOR IN THE CONTRACT DURING THE STAY

Refer to article R211-9/10/11 of the Tourism Code. Reproduced on page 8 of these general terms and conditions of sale.

indeed we propose to the customer an alternative solution in an equivalent gite as a priority but in case of:

Change in a substantial element: If, before the date set for the start of the holiday, the reservation 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: Û either cancel your contract and obtain an immediate refund of the sums paid, without penalties; Û or agree to the modification or substitution of premises proposed 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.

Cancellation by the vendor: If the reservation 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.

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 you a replacement holiday, or if you reject the holiday for valid reasons, the Vendor will pay you compensation calculated on the same bases as in the event of cancellation by the Vendor.

11. INTERRUPTION OF THE STAY

In the event of interruption of the stay by the customer, no refund will be made unless the reason for

interruption is covered by the cancellation insurance that the customer can benefit from.

12. ACCOMMODATION CAPACITY

The contract is drawn up for a specific capacity of people. If the number of participants exceeds the capacity of the accommodation, the provider can refuse the additional customers. Any modification or breach of the contract will be considered at the initiative of the client. In this case, the price of the rental will be retained by the reservation service.

13. ANIMALS

The contract specifies whether or not the customer may stay with a pet. In case of non-compliance with this clause by the customer, the provider can refuse the stay. In this case, no refund will be made.

14. ASSIGNMENT OF THE CONTRACT BY THE CLIENT

The assignment of the contract shall be at cost between the assignor and the assignee. The purchaser may assign his contract to a transferee who fulfils the same conditions as him to carry out the stay. In this case, the buyer must inform the reservation service of his decision by registered letter with acknowledgement of receipt at the latest 7 days before the start of the stay. The transferor is jointly and severally liable to the vendor for the payment of the balance of the price as well as any additional costs incurred by this transfer. These additional costs are to be paid by the seller.

15. INSURANCE

The customer is liable for all damages arising from his own actions. He is invited to check if he benefits from a personal insurance called "holiday insurance". If not, it is strongly recommended to take out one. The seller provides the customer with the possibility of taking out an insurance policy covering the consequences of certain cases of cancellation and assistance; the content of the guarantees and exclusions is the subject of a document which will be given to the buyer as soon as he takes out the policy. The seller is insured for his professional civil liability as indicated elsewhere.

16. STATE OF PLACE

For rentals, an inventory is drawn up jointly and signed by the tenant and the owner or his representative on arrival and departure. This inventory is the only reference in case of dispute concerning the inventory of fixtures. The tenant is required to enjoy the rented property as a good father. The state of cleanliness of the accommodation on the tenant's arrival must be noted in the inventory of fixtures. The cleaning of the premises is the responsibility of the client during the rental period and before his departure.

17. GUARANTEE DEPOSIT

The attention of the customer is drawn to the existence in seasonal rentals of a security deposit intended to cover the possible consequences of damage that may be attributed to the tenant. Its exact amount will be specified on the descriptive sheet and on the contract provided for in article R-211-6 of the Tourism Code. This security deposit will be paid on arrival to the owner or his representative. An inventory of fixtures will be drawn up on arrival and on departure, allowing the premises to be checked. On departure, the deposit will be returned to the client, after deduction of the cost of restoration, if any damage attributable to the tenant is found. In the event of early departure (before the times mentioned on the description sheet) preventing the inventory of fixtures being drawn up on the day of the tenant's departure, the security deposit shall be returned by the owner within a period not exceeding one week.

18. SEASONAL RENTALS - PAYMENT OF CHARGES

Charges: these are the costs corresponding to the consumption of gas, electricity, heating, etc., details of which are given in the description sheet. At the end of the stay, the tenant must pay to the owner the charges not included in the price. These charges are to be paid directly to the owner against receipt.

19. CLAIMS

Any complaint relating to the non-execution or poor execution of the contract must be sent to the vendor as soon as possible, by registered letter with acknowledgement of receipt, and may be reported in writing, possibly to the tour operator and the service provider concerned. Complaints relating to the inventory of fixtures must obligatorily be brought to the attention of the vendor within 48 hours of arrival.

19. bis COMPLAINTS APPLICABLE TO ONLINE BOOKING

Any complaint relating to the electronic reservation procedure must be addressed to the seller as soon as possible. All complaints should be addressed to :

Gites de France Tarn ATTER – 96, rue des agriculteurs 81027 ALBI cedex 9

20 COMMITMENT OF THE SELLER

Online publishing of information is subject to the same legal regime as traditional publishing. The content of the present site is therefore governed by various texts that confer various rights and duties on the Internet reader. The seller and publisher of this site undertakes to respect the editorial rules in force and to do everything possible to ensure the validity of the information brought to the public's attention.

20. BIS CUSTOMER COMMITMENT

For its part, the user undertakes to respect the rules of intellectual property of the various contents offered on the site, which implies that it undertakes not to reproduce, summarize, modify, alter or redistribute, without the express prior authorization of the owner of the site, any article, title, application, software, logo, trademark, information or illustration for any use other than strictly private, which excludes any reproduction for professional, lucrative or mass distribution purposes. He undertakes not to copy all or part of the site on any other medium. Failure to comply with these mandatory commitments will result in the civil and criminal liability of the offender.

20. TER PERSONAL DATA PROTECTION

In accordance with the French Data Protection Act of 6 January 1978, the user has the right to access, rectify and delete personal data concerning him/her at any time. If the user wishes to exercise this right, he just has to either write to the seller, or make a request by email to the seller. The data entered on the forms on this site remain confidential to the seller.

20. QUATER PROOF

It is expressly agreed that, except in the case of manifest error on the part of the Seller, the data stored in the information system of the Seller and/or their partners shall have evidential value with regard to the orders placed. The data on computer or electronic media kept by the seller constitute evidence and, if they are produced as evidence by the seller in any litigation or other proceedings, they shall 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 that would be drawn up, received or kept in writing.

20. QUINTES USE OF THE FRENCH LANGUAGE AND PRIMAUTE OF FRENCH

In accordance with the law n° 94-664 of August 4, 1994, the offers presented on this site for French customers are written in French. However, commercial translations in foreign languages of all or part of the headings appearing on this site may be accessible. The parties agree that the French language version takes precedence over all commercial translations written in another language.

21. SPECIAL CONDITIONS FOR PROFESSIONALS :

Any professional (legal entity, group of companies, local authority, etc.) must contact the vendor directly to make a reservation. He will be asked for all his contact details as well as the SIRET number, and if necessary his intra-community VAT number. The invoice must include: the amount of the stay, the booking fees, the amount of the cleaning (obligatory option for professionals). Any request to modify the contract will only be taken into account by the seller if it comes from the client.

The security deposit will be required by cashing / pre-authorisation CB. The cash-out / pre-authorisation will take place at the time of order if it is less than 30 days before the arrival date, otherwise 30 days. The amount of the cash-out / pre-authorisation corresponds to the amount of the deposit within the limit of 1000€. This authorized amount will be refunded / released at the time of Check-out according to the inventory of fixtures.

22. PROFESSIONAL INSURANCES AND REGISTRATIONS :

Name: Central Booking Gites de France ATTER

Legal form: Association

Head office address: 96, rue des agriculteurs

81027 ALBI cedex 9

Siret : 389 151 010 000 29 - Albi

Financial guarantee Real estate management :
Groupama

RC Pro Property Management :
Groupama Assurance-crédit & Caution,
132, rue des Trois Fontanot
92000 Nanterre

Registration in the Register of Travel and Stay Operators:

IM011100002

23. MEDIATION OF CONSUMER DISPUTES

In accordance with the provisions of the French Consumer Code concerning "the mediation process for consumer disputes", the customer has the right to use the mediation service offered by the Gîtes de France® network free of charge. The mediator 'consumer law' thus proposed is MEDICYS.

This mediation service can be reached by :

- CNPM – MÉDIATION – CONSOMMATION
- 27, avenue de la Libération – 42400 SAINT-CHAMOND