



GENERAL CONDITIONS OF SALE

AND

DESCRIPTIVE STATEMENT

GENERAL CONDITIONS OF SALE

Article 1 – this contract is intended for the exclusive use of seasonal rental located at 18 rue du Pont - Le Petit Bousseau - 79 360 Prissé-La-Charrière - Plaine D'Argenson

The best welcome will be reserved for the guests. The owner undertakes to personally welcome guests with all the necessary attention to facilitate their stay and knowledge of the region.

Article 2 – *duration of the stay* :

The client who signs this contract, concluded for a fixed period, may not under any circumstances claim any right to remain in the premises at the end of the rental period initially provided for in this contract.

Article 3 – *conclusion of the contract* :

The reservation becomes effective once the client has sent a copy of the contract duly signed accepting the present general conditions of sale, accompanied by the deposit amounting to 25% of the total price of the stay.

The second copy of the contract is to be kept by the client.

The rental is concluded intuitu personae for the sole benefit of the persons identified in this contract. It cannot in any case benefit even partially to third parties, natural or legal persons, in the form of transfer of contract, sub-letting or provision, except with the written agreement of the owner.

Any breach of this last paragraph may result in the immediate termination of the contract to the detriment of the Tenant, the proceeds of the rental remaining definitively with the owner.

Article 4 – *cancellation by the customer* :

Any cancellation must be notified to the owner by email to **accueil@gite79-dunerivealautre.fr** or by post to the address mentioned in article 1.

a) *cancellation before the beginning of the stay* :

The deposit remains with the owner. However, they may be returned when the gîte can be re-let for the same period and at the same price.

GENERAL CONDITIONS OF SALE

b) *no-show of the client :*

If the client does not show up within 24 hours of the date stipulated in the contract, the contract becomes null and void and the owner can dispose of the gîte. The deposit remains with the owner.

a) *in case of shortened stay :*

In the event of early interruption of the stay by the client, not due to force majeure, the price corresponding to the cost of the accommodation shall be retained in full by the owner. The tourist tax remains payable.

No refund will be made.

In the event of force majeure (an unavoidable, exceptional event, unforeseeable at the time of the conclusion of the contract), the owner may proceed to the refund of the sums already paid, corresponding to the prorata of the duration of occupation not carried out.

Article 5 – cancellation by the owner :

When the owner cancels the stay before the beginning of the stay, he must inform the client by registered letter with acknowledgement of receipt or by e-mail.

He will refund the client twice the amount of the deposit received.

Article 6 – capacity :

The present contract is established for a precise number of persons indicated at the time of the reservation.

The accommodation must not, under any circumstances, be occupied by a number greater than that indicated on the contract, except with the prior and exceptional agreement of the owner.

In this case, the owner may claim a supplement to the rent, or even refuse to make the accommodation available if he cannot ensure that the client will respect the maximum number of people foreseen for the rental and in this case, no reimbursement whatsoever can be envisaged.

GENERAL CONDITIONS OF SALE

Article 7 – *arrival and departure* :

The client will arrive on the day specified at the time of booking, at the earliest at 4 pm and at the latest at 7 pm. The client must give advance notice of his arrival time so that the owner can arrange to be present to welcome him.

In case of late or delayed arrival, the client will inform the owner.

The present rental having been granted on a seasonal basis, the client undertakes to leave the premises after the inventory of fixtures and fittings and at the latest at 11 am.

Article 8 – *inventory of fixtures* :

An inventory of fixtures and fittings is made available to the client who will have 24 hours to make any comments or disputes which will be indicated on the form given on arrival. In the absence of objections, the inventory of fixtures drawn up by the owner will be deemed accepted by the client.

On the client's departure, the inventory of fixtures and fittings shall be drawn up by both parties.

These documents are the only reference in the event of a dispute concerning the state of the premises.

Any object, material or equipment that is lost, broken, deteriorated or damaged must be replaced or reimbursed at its replacement value by the client, who undertakes to do so.

Article 9 – *guarantee deposits* :

On arrival, a deposit and a cleaning fee are required. Prices are specified on the website : <https://gite79-dunerivealautre.fr>

After the inventory of fixtures has been drawn up by both parties, these deposits are returned within a period not exceeding 15 days, after deduction of the cost of restoring the premises if any damage has been noted, with invoices or estimates in support.

In case of early departure (before the time mentioned on the present contract) preventing the establishment of the inventory of fixtures on the day of the client's departure, the deposit(s) will be returned by the owner within a period not exceeding 15 days, after deduction of any costs incurred in the event of damage, with invoices or estimates in support.

If the security deposit is insufficient, the client undertakes to make up the difference on the basis of proof provided by the owner.

GENERAL CONDITIONS OF SALE

Article 10 – price and the payment of the balance :

The balance is to be paid on arrival in the gîte.

Cleaning at the end of the stay will be carried out by the client before departure to leave the gîte in a clean and tidy condition.

The owner will do the cleaning on request against payment of the fixed price indicated on the website : <https://gite79-dunerivealautre.fr>

Any additional consumption and services not mentioned in this contract must be paid to the owner at the end of the stay.

An invoice is issued by the owner.

Article 11 – the tourist tax :

Local tax voted by the Communauté d'Agglomération de Niort and payable to the Trésor Public by the owner. It applies per adult and per night. The amount is specified for the year on the website : <https://gite79-dunerivealautre.fr>

Article 12 – use of the premises :

The client shall ensure the peaceful character of the premises, its inhabitants and the neighbourhood and shall use them in accordance with their purpose.

The client acknowledges that the seasonal rental is concluded as a temporary residence and for pleasure. The premises may not be used as a main or even secondary residence and the client may not carry out any commercial, craft or professional activity there;

Furthermore, smoking is not allowed inside the premises. The discovery that the guests have smoked inside the accommodation will result in the loss of the security deposit.

GENERAL CONDITIONS OF SALE

Article 13 – obligations of the owner :

The owner is required to :

- To deliver the rented premises in a good state of use, cleanliness and safety, as well as the equipment mentioned in the contract in good working order ;
- To ensure that the client enjoys the rented premises and to guarantee him against defects that could hinder this ;
- To inform the client in advance, as far as possible, of any intervention by a service provider in order to ensure as quickly as possible the repairs necessary for the proper use of the premises or the equipment and to remedy any unforeseen nuisance;
- Maintain the dwelling in a state of readiness for its intended use ;

Article 14 – obligations of the hirer :

The accommodation is given to the tenant in a clean and tidy condition. The household appliances are clean and in working order. The premises (inside and outside) do not show any signs of damage. Also :

- The client will use the property as a "good father of the family" and ensure that the accommodation is well maintained during his stay;
The client will return the gite as clean and tidy as possible at the end of his/her stay: washing and tidying up of the dishes, sheets and towels collected, barbecue and household appliances cleaned, dustbins removed etc... ;
- The furniture and furnishings shall suffer only the depreciation resulting from normal use for which they are intended.
Those which, at the end of the rental period, are missing, have not been maintained or have been put out of use for any reason other than normal wear and tear, must be paid for (or replaced by the customer with the owner's consent) ;

GENERAL CONDITIONS OF SALE

- The client is obliged to use the furniture and objects in the accommodation for the purpose for which they were intended and in the place where they are located. He is formally forbidden to transport them out of the rented gite (in particular bedding, chairs etc...) as well as to sleep on the sheet, bedding, duvets or covers. If necessary, the price of washing or cleaning anything that has been stained will be retained ;
- The client must refrain from throwing objects into the toilets, washbasins and sinks that could obstruct the pipes and the micro-station (wipes, cotton buds, tampons, sanitary towels, nappies),
Natural or biodegradable products are available.
If not, he/she will be liable for the costs incurred for the repair of these devices ;
- The guest shall immediately inform the owner of any damage or deterioration in the accommodation, even if no apparent damage has occurred;
The guest shall allow the owner or service provider access to the accommodation for the purpose of inspection and/or repair.
- The client shall be liable for any damage or loss caused by himself or by persons or animals accompanying him during the use of the accommodation, unless he can prove that such damage or loss occurred through no fault of his own or of the persons mentioned above.

Article 15 – nuisances :

The owner cannot be held responsible for the neighbourhood.

The owner cannot be held responsible for the presence of insects, nor for irregularities and/or lack of use of electricity, water and wifi services and declines all responsibility for lack of use not caused by him.

It will implement the actions it considers necessary to restore services as soon as possible.

GENERAL CONDITIONS OF SALE

Article 16 – *General conditions of use of the WIFI network :*

The rental includes a WIFI access, the use of which is regulated.

Thus, access to the network implies legal use and does not give the right to consult any illicit sites on the Internet whose content is likely to offend the dignity of others, morality and public order.

It is forbidden to download music, films and other material. Similarly, the dissemination of defamatory, xenophobic or anti-Semitic comments via blogs, the impersonation of a person on forums or instant messaging systems, the consultation of child pornography sites or any illegal downloading from the Internet connection of the rented accommodation are strictly prohibited.

As such behaviour is liable to result in criminal and/or civil proceedings against the perpetrator(s), the Hirer hereby undertakes, for the entire duration of the stay, to respect the legal framework provided for during all connections to the Network and to act as a "good father".

Article 17 – *pets :*

This contract specifies whether or not the tenant may stay with a pet. Category 1 and 2 dogs and dogs weighing more than 10 kg are not allowed. In the event of non-compliance with this clause, the owner may refuse the stay: no refund will be made.

This refusal can in no way be considered as a modification or breach of contract on the initiative of the owner, so that in the event of the client's departure, no reimbursement can be envisaged.

Article 18 – *individual police form for foreign tourists :*

Pursuant to Article R 611-42 of the Code de l'entrée et du séjour des étrangers et du droit d'asile (Code on the Entry and Residence of Foreigners and the Right of Asylum), any person who rents out tourist accommodation to a foreign client must have him or her fill in an individual police form in accordance with the model of the Order of 1 October 2015.

The foreign guest will sign the form on arrival which the owner will have pre-filled with the information obtained at the time of booking. Children under 15 years of age may be listed on the form of an accompanying adult.

The owner keeps the record for six months.

GENERAL CONDITIONS OF SALE

If the foreign guest refuses to fill in or sign the individual police form, the owner is entitled to refuse the use of the gîte.

Article 19 – *insurances* :

The client is responsible for any damage caused by him or his animal. They must be insured by a holiday insurance contract for these different risks (ask their insurer for information). The owner may ask for the insurance certificate.

Article 20 – *claims and disputes* :

These terms and conditions of sale are subject to change at any time without notice.

Acceptance and compliance with these conditions of sale are deemed to be acquired upon payment of the deposit.

Any complaint relating to the state of the premises or the description must be submitted to the owner within 24 hours of arrival.

Any other complaint relating to the stay must be submitted as soon as possible by both parties in order to facilitate an amicable agreement.

For all disputes arising from the execution or interruption of the present contract, the court of Niort will be competent.

GENERAL CONDITIONS OF SALE

Article 21 – tariffs for the year :

The current prices and services can be consulted on the website: <https://gite79-dunerivealautre.fr> and can be modified at any time.

DESCRIPTIF STATEMENT – RENTAL OF TOURIST FURNITURE

Siret number (individual) : 914 653 951 00014

Category : 3 stars

Capacity : 4 persons

Not accessible to people with reduced mobility

INFORMATIONS GENERALES :

Address of the location :

18 rue du Pont – Le Petit Bousseau – 79360 Prissé-La-Charrière / Plaine D'Argenson

Owner's full name :

ROBERT Pascale – 18 rue du Pont – Le Petit Bousseau – 79360 Plaine d'Argenson

Tél : 33 (0)6.30.72.70.39

Email : accueil@gite79-dunerivealautre.fr

Construction :

Old stone building – renovated in 2021 and 2022

Animals :

Conditionally admitted- Category 1 and 2 dogs and dogs weighing more than 10 kg are not accepted.

Free Wi-Fi available

Free private parking available at 100 m and independent entrance

Access to the shared garden with private area in front of the gîte

TYPE AND DESCRIPTION :

Total floor area : 53.4 m²

Living area : 47.6 m²

Number of rooms : T2

Number of floors : 1

Semi-detached house - independent of the owner

General internal condition of the rented property : very good

Paints < 2 years

SHOWER ROOM AND WC :

Surface Area : 5.8 m ²	Independent – North west
Basin with mixer tap : 1	Hair dryer
Shower with thermostatic mixer	Soap holder with organic product
Towel dryer	WC non-separate

KITCHEN :

Surface area : 12 m ²	Independent – West - Garden view
Sink : 1	1 window with mosquito net + blind
Fridge : 136 L	Complete kitchenware (pots, pans, ...)
Freezer compartment : 18 L	Crockery and cutlery for 4 people
Bottled gas hob : 5 burners	Coffee maker, kettle, toaster
Extractor hood	Pressure cooker
Microwave oven	Mixer
Mini electric oven	Pierrade and raclette
Electric oven	Baby high chair

LIVING ROOM :

Surface area : 16.2 m ²	Independent - West
2-seater sofa bed	2 windows – Garden and street view
Bedding 140X190	Mattres soy foam HR 50 kg/m ³
Armchairs : 2	Nesting tables : 3
Library with french books	Desk with tourist documents
Micro HiFi system	No TV
Double curtains	Mosquito net +blind
Smoke detector	

BEDROOM :

Surface area : 14.8 m ²	Independent - West
Bed : 160X200	1 window – Garden view
Mattress : pocket springs	
Bedside table : 2	Rack with hangers
Chairs : 2	Folding chest : 1
Baby bed with mattress	
Double curtains	Blind

DRESSING ROOM :

Surface area : 4.5 m ²	Independent – North west
Dressing with hangers	1 skylight with blind
1 Psyche	
Ironing board and iron	Indoor clothesline

OTHER EQUIPMENTS :

1 adjustable electric radiator in each room

Equipment :

Bagless Hoover	Indoor and outdoor clothes hangers
Biodegradable household products	Grocery set: salt, pepper, water, sugar...
Garden furniture (parasol, table, chairs, deckchairs)	Barbecue
Adult bicycles	Board games and cards
Selective sorting bins	Common compost bin

LOCATION OF THE RENTAL :

In a hamlet in the countryside

Sounds and smells of the countryside : roosters, ducks, geese, cows, dogs, cats, birds, bells, tractors...

All amenities (shops, health care, bank, petrol station, restaurants) in Beauvoir/Niort at 5 min

City centre of Niort and Saint-Jean-d'Angély at 25 km

Nearest train station : Niort and Saint-Jean-d'Angély at 25 km

Nearest airport : La Rochelle at 65 km

Sea and marina in La Rochelle at 60 km

Lambon lake and Cherveux lake at 35 km

LEISURE :

Privates for rent :

Board games – cards – french books

Adult bicycles

Near the location :

The Zoodysée and the forest of Chizé at 7 km

Equestrian centre at 11 km

Mauzé sur le Mignon swimming pool at 16 km

Dampierre sur Boutonne with its alchemical castle at 15 km

Aulnay at 20 km and Saint Jean d'Angély at 25 km

Niort and the Marais Poitevin at 25 km

Melle Petite Cité de Caractère and the Silver Mines at 30 km

Atlantic coast beaches at 60 km and Vendée beaches at 100 km

Le Futuroscope and Poitiers at 100 km

Le Puy du Fou 135 km away

TERMS AND CONDITIONS AND RENTAL PRICES IN EUROS : please refer to the website : <https://gite79-dunerivealautre.fr>