



GENERAL TERMS AND CONDITIONS OF SALES

Object

These general conditions define the rights and obligations of the parties in the context of the remote booking of services offered by Le Château de Belmont-Sainte-Foi- 4, Place du Souvenir - 46230 Belmont Sainte Foi (France). They govern all the stages necessary for the reservation and the follow-up of the reservation between the contracting parties. Any reservation therefore implies the customer's full and unreserved acceptance of these conditions. All customers acknowledge that they have the capacity to contract,

i.e. be of legal age and not under guardianship.

Scope of application

These general terms and conditions of sale apply to all bookings made by telephone, email, internet, via the Website or Mobile Services and its partners.

Length of stay

Customers booking for a fixed period may not, under any circumstances, claim any right to remain in the property at the end of their stay.

Enforceability of general terms and conditions

The version of the General Terms and Conditions of Sale that applies to the customer is the one in force at the time of booking on the Website or Mobile Services or with its partners.

Reservation

The reservation will only be effective if it is guaranteed by the customer, either by payment of all or part of the cost of the stay, or by providing a credit card number with a validity date, and after receipt of a detailed reservation confirmation. Reservations from all sources are payable in euros only.

The Château de Belmont Sainte Foi cannot be held responsible for the non-execution or poor execution of the reservation in the event of force majeure, the act of a third party, unforeseeable and insurmountable, the act of the customer, in particular the unavailability of the internet network, impossibility of access to the website, external intrusion, computer viruses or in the event of unauthorised prepayment by the customer's bank.

No retraction

For bookings made by post, telephone or Internet, the tenant does not benefit from the withdrawal period, in accordance with article L121-21-8 of the French Consumer Code, relating in particular to accommodation services provided on a specific date or at a specific time.

Third party

Under no circumstances may the rental agreed between the parties benefit, even partially, third parties, whether natural persons or legal entities, without the written agreement of the Château de Belmont-Sainte-Foi. Any infringement may result in the immediate cancellation of the rental to the



detriment of the customer, with the proceeds of the rental remaining the definitive property of the Château de Belmont-Sainte-Foi. In addition, the customer undertakes not to invite any person from outside the Château de Belmont-Sainte-Foi without the express agreement of the owner.

Payment

At the time of booking, customers provide authorisation for their credit card to be debited. A deposit of 30% is taken to confirm the booking. The balance is payable no later than 30 days before the start of the holiday. For bookings made less than 30 days before the start of the holiday, the balance must be paid no later than 72 hours before the start of the holiday.

before the start of your stay. If this is not the case, the Château de Belmont-Sainte-Foi reserves the right to cancel the reservation. In the case of promotional offers, the full amount will be deducted at the time of booking. The Château de Belmont-Sainte-Foi may ask the customer, on arrival, for a deposit or authorisation to debit the credit card, in order to guarantee payment of the sums corresponding to the services consumed on site and the tourist tax. These expenses must be paid on site to the Château de Belmont-Sainte-Foi.

Arrivals and departures

Arrivals are scheduled between 5pm and 7.30pm. In the event of late or delayed arrival, the tenant must inform the Château de Belmont-Sainte-Foi.

Unless expressly agreed otherwise, the customer must leave the room/gîte before 10.00 am on the day the reservation ends. Failure to do so will result in a charge for an additional night's stay.

Cancellation of stay by the customer

Any cancellation of a reservation must be requested by email or telephone from the Château de Belmont-Sainte-Foi. The request will only become effective once the Château de Belmont-Sainte-Foi has confirmed its acceptance in writing.

In the event of cancellation of a stay, the following conditions apply (except in cases of force majeure):

- For all requests made less than 30 days before the planned date of arrival, 50% of the cost of the stay will be charged to the customer.
- In the event of non-arrival on the agreed arrival date, 100% of the agreed stay will be invoiced to the customer and the Château de Belmont-Sainte-Foi may dispose of the room or gîte.
- Any stay begun is payable in full. No refunds will be made.

Force majeure

Force majeure refers to any event external to the parties that is unforeseeable, insurmountable and external to the parties, preventing either the customer or the Château from Belmont-Sainte-Foi from fulfilling all or part of its obligations under the contract. Cases of force majeure or fortuitous events are those usually recognised by the jurisprudence of the French Courts and Tribunals. Each party may not be held liable towards the other party in the event of non-performance of its obligations resulting from an event of force majeure. It is expressly agreed that force majeure suspends, for the parties, the performance of their reciprocal obligations and that each party shall bear the costs arising therefrom.

Cancellation of stay by the Château de Belmont-Sainte-Foi

The Château de Belmont-Sainte-Foi will pay the hirer all the sums paid in advance.

Prices

Prices are quoted in Euros. VAT is always included.

The prices shown only include the services strictly mentioned in the booking.

Any additional services provided by the Château de Belmont-Sainte-Foi during the stay and the tourist tax will be added to the price mentioned in the booking.

For gîtes, water and electricity charges are included in the rental price for normal use. In the event of abnormal use, the charges may be billed to the customer.



The prices applicable are those in force on the day of booking. The establishments are independent professionals and are free to change their prices at any time. Only the price indicated on the booking confirmation is binding.

Security deposit (for gîtes)

When the tenant arrives, the Château de Belmont-Sainte-Foi asks for a security deposit, the amount of which is indicated at the time of booking. After an inventory of fixtures has been drawn up and signed by both parties, this deposit will be returned, less the cost of restoring the premises if any damage has been found.

In the event of early departure (before the time stated in these GTC) preventing the inventory of fixtures from being drawn up on the day of the tenant's departure, the security deposit will be returned/refunded by the Château de Belmont-Sainte-Foi within a period not exceeding one week.

Inventory (for gîtes)

An inventory is drawn up jointly and signed by the tenant and the Château de Belmont-Sainte-Foi or its representative on arrival and departure. This inventory is the only reference in the event of a dispute concerning the state of the premises.

The state of cleanliness of the gîte on the tenant's arrival must be recorded in the inventory of fixtures. Cleaning of the premises is included in the rental price (however, Château de Belmont-Sainte-Foi reserves the right to invoice additional cleaning hours in the event of abnormal use of the gîte).

Capacity (for gîtes)

Reservations are made for a maximum number of people. If the number of guests exceeds this number, the Château de Belmont-Sainte-Foi may refuse to accept additional guests. Any modification or breach of contract will be considered to be at the customer's initiative.

Use of the premises

The customer must guarantee the peaceful nature of the stay in accordance with the purpose of the premises.

Complaints, disputes

Any complaint must be made to the Château de Belmont-Sainte-Foi within 7 days of the date of your stay. Failing recourse to the conventional mediation procedure or to any alternative dispute resolution method within a period of 30 days, either party may bring the matter before the competent legal jurisdiction.

Responsibilities

It is the responsibility of the Château de Belmont-Sainte-Foi to take out all guarantees and insurance necessary for the reception of the public in its establishment and for the exercise of its activity. The liability of the Château de Belmont-Sainte-Foi is limited in the event of theft of goods or objects when they have been entrusted to its care only. The customer must ensure the safekeeping of his goods and equipment. The customer must inform the Château de Belmont-Sainte-Foi of any damage caused by them. He/she is responsible for all damage caused by his/her intermediary and undertakes, in the event of damage to the premises made available (room, communal areas such as the swimming pool, garden, lounge, sanitary facilities) to bear the cost of repairing the damage. Any behaviour that is contrary to public decency or public order, or that is considered to endanger the lives of others, will lead the owner to ask the customer to leave the Château de Belmont-Sainte-Foi without any compensation or refund if payment has already been made. If no payment has yet been made, the customer must pay the price of the nights consumed before leaving the Château de Belmont-Sainte-Foi.

Pets

Pets are not allowed at Château de Belmont-Sainte-Foi.

Wifi



The Château de Belmont-Sainte-Foi offers free WIFI access enabling customers to connect to the Internet. The customer undertakes to ensure that the computer resources made available by the Château de Belmont-Sainte-Foi are not used in any way for the purposes of reproduction, representation, making available or communication to the public of works or objects protected by copyright or by any other intellectual property right.

a related right, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the holders of the rights provided for in Books I and II of the Intellectual Property Code where such authorisation is required. If the customer does not comply with the aforementioned obligations, he or she risks being accused of counterfeiting (article L.335-3 of the French Intellectual Property Code), punishable by a fine of 300,000 euros and three years' imprisonment. The customer is also required to comply with the security policy of the Internet service provider of 'Château de Belmont-Sainte-Foi', including the rules for the use of security measures implemented to prevent the illicit use of IT resources, and to refrain from any act that undermines the effectiveness of these measures.

Marketing

By booking at Château de Belmont-Sainte-Foi, you agree to receive information and e-mails from our establishment by post or via our newsletter. In accordance with the French Data Protection Act "You can exercise your right to access your personal data and have it corrected or removed.

The photographs presented on the Site and the mobile services of the Château de Belmont-Sainte-Foi or those of its partners are for information purposes only. Although every effort is made to ensure that the photographs, graphic representations and texts reproduced to illustrate the establishment presented give as accurate an idea as possible of the accommodation services offered, variations may occur, particularly due to changes in furniture or possible renovations.

Mediation

The Decree of 30 October 2015 on the mediation of consumer disputes, which transposes into French law Directive 2013/11/EU of 21 May 2013 on the out-of-court settlement of consumer disputes, and Order 2015-1033 of 20 August 2015 on the out-of-court settlement of consumer disputes, specify the conditions for applying Article L152-1 of the Consumer Code, which requires professionals in all consumer sectors to offer a mediation procedure in the event of a dispute with their customers. By law, mediation must be concluded within 90 days. We invite you to make your requests exclusively by email, which will allow us to date your correspondence and keep a personal record of it.

Applicable law

These terms and conditions of sale are governed by French and European law

