

General Terms and Conditions of Sale

Definition of Terms

- **GTC:** General Terms and Conditions of Sale.
- **Service Provider:** Individual business under the name Vuillamy, whose SIRET number is N° 326 576 147 00028 and whose NAF code is 68.20A - Rental of dwellings.
- **Owner:** owner of the accommodation and manager of the business.
- **Service:** rental of furnished short-term accommodation.
- **Client:** natural person or legal entity who benefits from the service provided by the Service Provider.
- **Accommodation:** place where the Client will reside under the reservation and whose name is "Le bois flotté, cosy tropical House".
- **Stay:** period during which the Client and / or Residents remain in the Accommodation.
- **Parties:** The Client and the Service Provider.
- **Resident:** any person accommodated under the reservation in the Accommodation.
- **TTC:** All taxes included.
- **Reservation:** the act by the Client of reserving a Service in the form of a rental for a limited period expressed as a number of reserved nights by signing a quotation, contract, or any other form of reservation.
- **Legal interest:** Legal interest whose rate is defined by decree every 6 months.
- **Due date / payment period:** deadline by which the Client must pay for the Service.
- **Late payment indemnity:** amount due by the Client in the event of late payment or failure to pay.
- **Cancellation:** the act by one of the Parties of cancelling a reserved Service.
- **Website:** website presenting the characteristics of the Accommodation provided and whose web address is: www..com

Article No. 1: Purpose and Scope

The General Terms and Conditions of Sale described below set out the rights and obligations of the Service Provider, the Owner, the Client and the Resident or Residents, within the framework of the following service:

- Rental by number of nights in the Accommodation by the Client from the Service Provider.

Article No. 2: Price

The price of the Service is defined between the Client and the Service Provider and is stipulated in the quotation or the contract or the Reservation or on the Website or in this article. The rates are stated in euros and calculated TTC, including the tourist tax.

The minimum Stay is 2 nights. The maximum number of Residents is 3 persons.

Refundable security deposit at the end of the Service: €400.

Rates may change over time.

	Nightly rate	Weekly rate
2 Residents	59€ / night	399€/ week (7 nights)
3 Residents	59 € / night	469€ / week (7 nights)

Article No. 3: Discount

No discount will be granted in the event of early payment.

Article No. 4: Payment Terms

Payment for the Services shall be made:

- Either in cash.
- Either by bank transfer.

Payments shall be made under the conditions defined in the quotation, the contract or the Reservation signed by the Client under the following conditions:

- In the event of a Reservation, it shall be validated by payment of a deposit upon Reservation of the Service.
- The balance shall be paid on the day of the Client's arrival at the Accommodation.
- Either by agreement between the Parties stipulated in a quotation or contract.

Article No. 5: Late Payment

In the event of total or partial failure to pay, the Client shall pay the Service Provider a late payment penalty equal to three times the Legal interest rate.

The Legal interest rate applied shall be the rate in effect on the day the invoice is made available to the Client.

This penalty shall be calculated on the TTC amount of the sum remaining due by the Client to the Service Provider and shall accrue from the Due date mentioned on the invoice, without any prior formal notice being required.

In addition to the late payment indemnities, any sum due by the Client to the Service Provider and not paid on its due date shall automatically result in the payment by the Client of a fixed indemnity of €40 due for collection costs.

Article No. 6: Reservation of the Service

The Service shall be deemed reserved either upon payment of a deposit by the Client at the time of the Reservation, or upon the signing and notation "approved and agreed" of a quotation issued by the Service Provider to the Client, or exceptionally by a contract established between the Parties.

The Service Provider shall block and make unavailable to other natural or legal persons the dates reserved by the Client so that the Client may benefit from them once the Reservation has been validated.

The Parties may not unilaterally modify the reserved dates, the amount of the Service, the Reservation, the quotation or the contract before or after its signature. Any aforementioned modification shall result in the de facto nullity of the Reservation, quotation or contract.

At the time of the Reservation, the names and contact details of the Client and Residents shall be provided by the Client to the Service Provider. Any false information concerning this information may result in the cancellation of the Reservation, the Service or the Stay by the Service Provider without compensation. The Service Provider reserves the right to verify this information.

Article No. 7: Performance of the Service

The Client shall arrive on the day stipulated in the Reservation, quotation or contract, after 4:00 p.m. (unless the Parties agree on the arrival time), either to be given the keys or to retrieve them independently from a designated location. Departure shall take place on the end date of the Stay stipulated in the Reservation, quotation or contract, before 11:00 a.m. (unless the Parties agree on the departure time). The Service Provider may conduct a brief inspection before the Residents' departure.

The number of Residents accepted by the Service Provider in the Accommodation throughout the Stay is the number defined in the Reservation, quotation or contract. Any excess in the number of nights or the number of Residents during the Stay may result in rate adjustments according to those stipulated in Article 2.

The Accommodation is made available clean and tidy, and the travelers and the Client must return it in the same condition at the end of their Stay in the Accommodation. In the event that the Accommodation is returned dirty and untidy, an amount of €30 shall be due by the Client or Resident to the Service Provider and shall be paid by the Client or Resident before departure.

Cleaning, tidying and changing of bed linens shall be carried out by the Client or Residents during the Stay. Clean sheets and towels shall be provided by the Service Provider to the Residents upon request, with a minimum renewal period of 5 nights.

In the event of a problem in the Accommodation during the Stay, the Client or Residents must inform the Service Provider by SMS or message as soon as possible so that the problem may be resolved promptly.

Out of consideration for the neighborhood and the peace and quiet of the area, parties, loud music and excessive noise are not permitted. Animals are not permitted.

The equipment in the Accommodation that the Client and Residents will find upon their arrival for their Stay is the property of the Service Provider and the Owner. It is therefore prohibited to take possession of it, lend it or remove it from the Accommodation, even for a limited period.

Article No. 8: Cancellation

Any Client cancelling the reserved Service or Services without a case of force majeure shall not be entitled to a refund of the deposit paid at the time of the Reservation.

Any cancellation of the Service by the Service Provider in the event of force majeure shall result in the Service Provider refunding to the Client the deposit paid at the time of the Reservation.

Before any proposal for Cancellation, the Parties may consult with each other in order to reach an amicable agreement, such as changing the dates of the reserved nights or the number of reserved nights within the framework of the performance of the Service.

The cases of force majeure referred to in this Article are as follows: insurrection, war, bombing, terrorist attack, obstruction of freedom of movement, epidemic, natural disaster, theft, prefectural confinement or evacuation order, fire, significant damage to or destruction of the Accommodation, disabling medical condition and death of one of the Parties.

The decision to cancel due to force majeure must be communicated by the Party cancelling as soon as it becomes aware of the force majeure event, by sending an electronic message.

Any Cancellation due to force majeure that is not a case of force majeure or is not justified or does not comply with the procedure defined in the preceding paragraph shall be considered a Cancellation without a case of force majeure.

Article No. 9: Liability

The liability of the Service Provider and / or the Owner shall not be incurred for any damage that may occur during the Stay in the Accommodation that is not strictly and directly related to an act or action of the Service Provider and / or the Owner, or to a major intrinsic failure of the Accommodation. Any damage or inconvenience resulting from an interruption of water distribution services, electrical power or Internet service shall not be attributable to the liability of the Service Provider and / or the Owner.

Damage means: any bodily injury suffered by the Client and Residents and any material damage suffered to property belonging to the Client and Residents and to any property rented by the Client and Residents, except for the components of the Accommodation.

The Client shall be liable for any damage (excluding breakdowns related to normal wear and tear) that the Client may cause to the Accommodation and its components (movable and immovable property). A refundable security deposit to be refunded by the Service Provider at the end of the Service shall be required by the Service Provider at the beginning of the Stay.

Article No. 10: Competent Court

In the absence of an amicable resolution, any dispute between the Parties shall be brought before the court having jurisdiction in Basse-Terre, Guadeloupe.