

GENERAL TERMS AND CONDITIONS OF SERVICE

Applicable to all bookings from 05/05/2021

ARTICLE 1 - Scope of application and enforceability

The present General Conditions of Services apply, unless otherwise agreed in writing between the Client and Douce France Location, to all the services concluded (hereafter the "Contract") by DOUCE FRANCE LOCATION, a simplified joint stock company with a single shareholder, with a capital of 180. 180,000, whose registered office is located at Chalet La Joubarbe, 23 rue du Cudrey, Saint-Martin-de-Belleville, 73440 Les Belleville, France, registered in the Chambéry Trade and Companies Register under number 751 249 947, intra-community VAT number FR 55 751 249 947 (hereinafter referred to as "Douce France Location") with any purchaser, other than a travel agency or a professional, who has entered into a general agreement with Douce France Location (hereinafter referred to as the "Customer(s)"), subject however to the specific provisions applicable to each of the categories indicated), professionals, non-professionals or consumers, wishing to benefit from the services offered by Douce France Location (hereafter the "Service(s)") remotely on the website accessible via the following url link [www. doucefrancelocation.fr](http://www.doucefrancelocation.fr) (hereafter the "Website").

The General Conditions of Services are accessible at any time on the Site and will prevail, if necessary, on any other version. The version applicable to the Contract concluded with the Customer is the one in force at the date of reservation. In any event, they will be attached to the confirmation of the reservation sent on a durable medium to the Client.

ARTICLE 2 - Services offered

The main characteristics of the Services offered on the Site and in particular the dates of availability, the other services included in the offer, and the price are presented during the booking process. The Client is obliged to take note of them before making any reservation request. These characteristics, presented in French and English, will be confirmed by the Client at the latest before the reservation.

ARTICLE 3 - Booking process

The reservation is made on the Site or by means of any written communication (e-mail, mail, fax).

In order to make a reservation, the Client must first choose between booking a property. The Client is referred to the contact forms through which he/she will have to fill in his/her name, e-mail address and the main characteristics of the Service he/she wishes to use.

Douce France Location communicates by email to the Client the main characteristics of the Services that correspond to the Client's requests, namely

the tourist category of the accommodation

the number of nights;

the visits, excursions and other services included in the total price;

in the event that Douce France Location offers a tourist service that relies on effective verbal communication, it specifies the language in which this service will be provided;

the terms of payment, including the amount to be paid as a deposit and the schedule for payment of the balance;
the total price including taxes;
general information about passport and visa requirements in France, including the approximate time it will take to obtain visas, as well as information about health formalities.

Douce France Location also provides general information on whether the holiday is suitable for people with reduced mobility and, at the request of the Client, precise information on the suitability of the holiday for the Client's needs.

The Client is responsible for ensuring that he/she has filled in the exact and complete information required, in particular the elements relating to his/her identification, the period of stay or the number of people to be accommodated. Douce France Location cannot be held responsible for any errors made by the Client and the consequences that may result. Douce France Location reserves the right to charge the Client for any costs resulting from erroneous information provided by the Client.

The Client has the opportunity to check the details of his Service booking, its total price and to correct any errors before confirming his acceptance. It is the Client's responsibility to check the accuracy of the booking and to report or rectify any errors immediately.

The registration of a reservation for a Service is carried out when the Client receives confirmation of the availability of the property, and the acceptance of the reservation by Douce France Location. A written confirmation of the reservation is sent to the Client as soon as possible by Douce France Location (email, mail, fax).

In addition to the main characteristics of the Service, the confirmation of the reservation must state the particular requirements of the Client that have been accepted by Douce France Location.

Douce France Location reserves the right to cancel or refuse any reservation from a Client with whom there is a dispute concerning the payment of a previous reservation.

ARTICLE 4 - Prices and terms of payment

The prices are displayed inclusive of tax and exclusive of tax on the offer and the confirmation of the booking of the Service, and are per property for the number of persons for the period of stay selected by the Client. Any applicable taxes will be those in force on the day of the reservation.

The price of the Service may only be increased if specific costs increase and if this possibility is explicitly provided for in the Contract, and may in any case not be changed less than twenty days before the start of the Service. If the price increase exceeds 8% of the price of the Service, the Client may terminate the contract. Conversely, the Client is entitled to a price reduction in the event of a reduction in the corresponding costs.

Reservations must be accompanied by a deposit of 25% by bank transfer, credit or debit card. The price of the Service must be paid 30 days before the Client's arrival by credit or debit card, minus the deposit paid at the time of booking.

The payments made by the Client will only be considered as final once Douce France Location has effectively collected the sums due.

An invoice will be sent to the Client by email on the day the deposit is paid. A final invoice will be sent by Douce France Location and given to the Client upon full payment of the Service, which will refer to the deposit invoices.

Any total or partial non-payment will result in the application by Douce France Location of a late payment penalty equivalent to three (3) times the legal interest rate on the day following the due date, without the need for a reminder.

If the Customer is a professional, any failure to pay in full or in part by the due date shall also result in the invoicing of a fixed indemnity for collection costs in the amount of 40 euros. In the event that the collection costs incurred are higher than the amount of this fixed indemnity, Douce France Location may request additional compensation, upon justification.

ARTICLE 5 - Residences - Guarantee

As a guarantee at the time of your property rental, an amount of 1000€ will be blocked on the bank card of your choice, in the form of pre-authorization. No debit request is made. You will not be able to take possession of the property without first blocking the above-mentioned guarantee. The guarantee will be blocked within 7 days before the date of arrival and released within 7 days after your departure. Deductions may be made in the event of damage and/or non-payment of sums due.

ARTICLE 6 - Capacity

Each property can accommodate a given number of people. The capacity of each property is specified at the time of booking. It is strictly forbidden to stay more than this number without the written agreement of Douce France Location.

It is agreed between the parties that if the tenant does not respect this rule, the totality of the deposit will be lost.

ARTICLE 7 - Maintenance and swimming pool

We do our utmost to make your stay as pleasant as possible in each of the properties, which must of course be maintained.

To this end, Douce France Location reserves the right to intervene at any time (depending on the weather) to mow and clean the property. The same applies to the maintenance of all the installations of the property (e.g. swimming pool, spa, sauna, etc.) and the watering of the plants.

Each swimming pool is equipped with a safety alarm. The Tenant undertakes to check the correct functioning of the alarm upon arrival at the property and to report any anomaly to Douce France Location. Douce France Location will send a specialist to remedy the problem as soon as possible.

If the problem has not been reported, Douce France Location declines all responsibility in case of accident.

ARTICLE 8 - Transfer of Contract

The Customer can transfer the Contract to a third party who satisfies all the conditions applicable to the Contract, by giving 7 days notice to Douce France Location.

The original Customer and the assignee are jointly and severally responsible for the payment of the price as well as any expenses, fees or other additional costs caused by this transfer. Douce France Location will inform the transferor of the real costs of the transfer.

ARTICLE 9 - Cancellation

The Client can cancel the Contract at any time before the beginning of the execution of the Service, however Douce France Location will be able to keep the deposit paid by the Client according to the following modalities:

up to 30 days before the arrival date: 100% of the deposit retained;

at D-30: 100% of the stay retained.

Douce France Location can cancel the Contract at any time before the beginning of the execution of the Service, by paying to the Client the double of the deposit paid, except in the following cases for which the modalities of cancellation are expressly provided for by the Tourism Code.

In the event of exceptional and unavoidable circumstances occurring in the vicinity of Douce France Location's facilities, the Client may request the cancellation, without costs, of the Contract before the start of the execution of the Service if these circumstances have important consequences on the execution of the Contract.

In the same way, if Douce France Location is prevented from executing the Agreement due to exceptional and unavoidable circumstances, it shall notify the termination of the Agreement to the Client as soon as possible and reimburse in full the payments already made by the Client.

When a non-conformity considerably disturbs the execution of the Service and Douce France Location does not remedy it within a reasonable period of time fixed by the Customer, the latter can terminate the Contract without paying any termination fee and ask for a reduction in price and in case of separate damage for damages.

ARTICLE 10 - Cancellation - Specific conditions

D-8 : Cancellation without charge in case of : confinement / traffic restrictions / quarantine or fourteen days in the city or country of origin of the client or in the city of the rented property.

D-0: Cancellation without charge :

In the event of COVID-19 contamination of one of the persons taking part in the trip, it will be possible to cancel your booking up to the day before your departure (subject to justification with a medical certificate or positive test result)

Exclusions: requests for refunds where the reason was known at the time of booking (confinement, closed borders, quarantine already in force in the country of origin...)

In the case of a reservation involving several households, only the occupants of the household affected by the Covid-19 cancellation measures may be reimbursed on a pro rata basis.

ARTICLE 11 - Force majeure

Neither party may be held responsible for the absence or delay in the execution of all or part of the Contract due to an event of force majeure, if it fulfils the conditions required to qualify as force majeure as specified in Article 1218 of the Civil Code.

If the impediment is definitive, the Contract shall be terminated by operation of law and the parties shall be released from their obligations in accordance with the law. If the impediment is temporary, the case of force majeure suspends the obligations arising from the Contract for the entire duration of its existence. However, if the case of force majeure lasts for more than 7 consecutive days, it shall entitle either party to terminate the Contract by operation of law eight days after the first presentation of a registered letter with acknowledgement of receipt, notifying this decision.

ARTICLE 12 - Compliance

The Customer shall inform Douce France Location as soon as possible of any non-conformity found during the execution of the Service. Douce France Location undertakes to remedy any non-conformity found, unless this is impossible or involves disproportionate costs, taking into account the importance of the non-conformity and the value of the Service.

The Customer may request a reduction in price if Douce France Location is unable to remedy the non-conformity.

When a significant part of the Service cannot be provided as provided for in the Contract, Douce France Location shall offer, at no extra cost to the Client, other appropriate services, if possible of equal or higher quality than those specified in the Contract, for the continuation of the Contract. If the other services offered result in a stay of lower quality than that specified in the Contract, Douce France Location will grant the Client an appropriate price reduction.

The Client can only refuse the other services offered if they are not comparable to what was agreed in the Contract or if the price reduction granted is not appropriate.

If it proves impossible to offer alternative services or if the Customer refuses the alternative services offered, the Customer shall be entitled, where appropriate, to a price reduction and, in the event of separate damage, to damages without termination of the Agreement.

ARTICLE 13 - Assistance

Upon request from the Customer, Douce France Location can also provide information on health services, local authorities and consular assistance.

ARTICLE 14 - Personal data

The personal data collected by Douce France Location is intended for the proper execution of the Services, the respect of legal requirements, or the establishment of commercial statistics.

Our personal data protection policy is detailed in a document on the Website under the tab "Privacy Policy".

ARTICLE 15 - Telephone canvassing

In order not to be the subject of commercial prospecting by telephone, the Customer may register free of charge on the telephone anti-solicitation list managed by OPOSETEL SAS, 92-98 Boulevard Victor Hugo - 92110 CLICHY. This list can be accessed at the following address: <http://www.bloctel.gouv.fr/>

ARTICLE 16 - Language

These General Terms of Service are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 17 - Complaints

For any question or claim relating to the execution of the present contract, the Customer may contact the Customer Service Department:

by telephone: +33 9 72 52 56 47 (price of a local call) from Monday to Friday from 9am to 5.30pm without interruption;

by post: Douce France Location SAS, Chalet La Joubarbe, 23, rue du Cudrey, Saint-Martin-de-Belleville, 73440 Les Belleville, France.

by mail: info@doucefrancelocation.fr

Douce France Location undertakes to deal with complaints as quickly as possible.

The Customer is informed that a written complaint will be necessary in the event of subsequent recourse to the mediation provided below.

ARTICLE 18 - Mediation

In the absence of a resolution of the dispute by the complaint procedure detailed in the article "Complaints" or in the absence of a response from Douce France Location within two (2) months of the submission of the complaint, the Customer may, within a limit of twelve (12) months from the date of the written complaint, have recourse free of charge to a conventional mediation with the online dispute resolution platform:

<https://webgate.ec.europa.eu/>

For more information, it is possible to contact Douce France Location by email at the address indicated in the article "Complaints".

ARTICLE 19 - Applicable law and jurisdiction

The present General Terms of Service and the services resulting from them are subject to French law, subject to the more favourable mandatory rules of the country of residence applicable to accommodation services.

The exclusively competent court will be determined in accordance with the rules of common law.