

Terms and Conditions of Sale - La Villa du Guern

ARTICLE 1: SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE (GVC)

The present General Terms and Conditions of Sale apply to all reservations made by any Client at La Villa du Guern. Acceptance and compliance with these Terms and Conditions is deemed to have been acquired upon payment of the reservation deposit.

ARTICLE 2: CONDITIONS OF THE RESERVATION

Timing of Check-in and access to rooms is between 5 and 7pm. Rooms must be vacated by 11am at the latest on the departure day, and any delay beyond this time may trigger the charge of an additional night at the current public rate.

Reservations can be made directly with La Villa du Guern, by post, e-mail, telephone or via internet reservation platforms.

Reservations made directly with La Villa du Guern are subject to written confirmation by La Villa du Guern.

Reservations made through a reservation platform are confirmed by the said platform. The present terms and conditions of sale apply to all bookings regardless of the booking method used.

A reservation becomes definitive only after the payment of a deposit by the Client equivalent to 50% of the total amount of the stay (excluding tourist tax and incrementals). This deposit must be paid no later than eight days after the booking has been made, or on the day of the booking, for stays starting less than eight days after the booking.

In the case of bookings made directly with La Villa du Guern, La Villa du Guern will ask the Client for authorization to debit the deposit to his/her credit card.

For bookings made through booking platforms, La Villa du Guern will collect the credit card details provided by the Client from the website that handled the reservation.

ARTICLE 3: MODIFICATION OF RESERVATION

All reservations modifications must be made by e-mail to the address given in article 15 of the present terms and conditions.

La Villa du Guern endeavors to satisfy Clients requests for a date change. However, such requests cannot always be accepted. In such a case, La Villa du Guern will propose to cancel the reservation, under the conditions set in article 4 of the present terms and conditions.

Any stay started at La Villa du Guern is due in full. No reduction or discount will be made in the event of no-show or early departure, at the initiative of the Client, for any reason whatsoever.

La Villa du Guern reserves the right to re-rent a room that has become available after a cancellation or an early departure. The Client who cancelled or left prematurely is not eligible for reimbursement of the price paid.

ARTICLE 4: CANCELLATION

The following cases are considered as cancellations:

- Oral or written notification by the Client of his/her non-presentation for personal reasons.
- No-show by the Client without warning.

Cancellation conditions

The following cancellation policy applies to all confirmed bookings:

- more than 30 days before the arrival date, the booking deposit paid will be refunded less a fixed cancellation fee equivalent to 10% of the amount of the stay.
- less than 30 days before the date of arrival, the deposit will not be refunded.
- less than 15 days before the date of arrival, or in case of a no-show, the full amount of the stay will be due.

Should a client fail to pay any outstanding amount due to La Villa du Guern, La Villa du Guern may use the credit card details given as a guarantee in order to settle the Client's account.

ARTICLE 5: PRICES

The applicable rates are those in force on the day the reservation is made.

A tourist tax comes on top of the rates quoted by La Villa du Guern.

ARTICLE 6 : TERMS OF PAYMENT

Deposit : The deposit can be paid by credit card, check, or by transfer directly to the bank account of La Villa du Guern. In case of reservation via a reservation platform, La Villa du Guern will use the card details communicated to the reservation platform.

Balance: The balance must be paid no later than the day of departure. Cash, checks and credit cards are accepted.

Failure to pay: In the case of delay in payment, La Villa du Guern will apply late payment penalties at the legal rate plus eight points, and reserves the right to add to the outstanding amount all collection costs incurred.

ARTICLE 7 : « ART DE VIVRE » AND USE OF THE PREMISES

In order to ensure a peaceful and comfortable setting for all Clients, La Villa du Guern requires its Clients to respect a certain "*art de vivre*".

All Clients undertake to use the room, premises and facilities of La Villa du Guern with due care and attention. Clients are required not to eat in their rooms.

Clients further undertake to return the rooms in perfect condition at the end of their stay and to systematically declare - and to pay for - any damage caused.

Clients' attention is drawn to the fact that minors staying on the property are placed under the sole and entire responsibility of their parents or of persons having authority over them.

Access to the swimming pool, spa, sauna, gym: The Client agrees to respect the rules mentioned in the Welcome Booklet for the use of such facilities.

ARTICLE 8 : ANIMALS

Pets are not allowed at La Villa du Guern. Any Client arriving with an animal will be refused access to La Villa du Guern and cancellation conditions of article 4 will apply.

ARTICLE 9 : TOBACCO

It is strictly forbidden to smoke at La Villa du Guern, in accordance with decree n°2006-1386 of November 15, 2006.

ARTICLE 10: THEFT

A safe box is provided free of charge in the Client's room to enable the Client to deposit valuables.

Except in the case of proven fault, La Villa du Guern cannot be held responsible for the theft of Client's property during his/her stay.

ARTICLE 11: LIABILITY

The Client acknowledges and accepts that La Villa du Guern cannot be held liable for any inconvenience or damage related to the use of the Internet network.

Regardless of the nature, basis and terms of any action brought against La Villa du Guern, the total and cumulative amount of damages for direct and indirect damage established by the Client, may not exceed the total amount actually paid by the Client for the services provided by La Villa du Guern.

ARTICLE 12: HEALTH REGULATIONS - HEALTH PROTOCOL

La Villa du Guern undertakes to do its utmost to preserve and ensure the health and safety of its Clients. As a consequence of this best-efforts obligation, it can only be considered liable in case of proven fault or negligence.

In the event that a Client acts in violation of the protocol implemented by La Villa du Guern to comply with applicable health regulations, La Villa du Guern cannot be held liable for direct or indirect damage and/or consequences of any kind resulting from such violation.

ARTICLE 13: SERVICES OF EXTERNAL SERVICE PROVIDERS

La Villa du Guern may, where appropriate, recommend services provided by external service providers (catering, massages, yoga classes, boat trips, etc...).

It is up to the Client to check whether such services correspond to his/her needs.

La Villa du Guern may not be held liable under any circumstances, for an agreement concluded between a Client and an external service provider, for a service provided and invoiced by such service provider.

ARTICLE 14: FORCE MAJEURE - ACCOMMODATION

For the purposes of this Article, force majeure is understood as any unforeseeable and irresistible event or fact that the parties could not reasonably foresee and control at the time of the reservation because of its external nature to the parties.

Each party cannot be held responsible towards the other party in the event of non-performance of its obligations resulting from an event of force majeure.

In the event of force majeure, of an exceptional event or in the impossibility of making the reserved room available to the Client, La Villa du Guern may offer to host the Client, in whole or in part, in an accommodation of an equivalent category. Reasonable expenses relating to the transfer (possible additional cost of the room, transport and telephone call) between the two accommodations will be borne by Villa du Guern.

ARTICLE 15: CONTACT

All requests for changes, cancellations or complaints must be sent by e-mail to the following address: contact@lavilladuguern.com.

ARTICLE 16: PERSONAL DATA

Pursuant to the General Data Protection Regulation n°2016/679 (GDPR), the Client is informed that the information provided at the time of his/her reservation is subject to personal data processing for the purposes of managing reservations, and for billing and payment purposes.

The Client has a right to access, rectify and delete his/her personal data, which he/she may exercise by writing to the contact e-mail indicated in article 15 of the present terms and conditions.

ARTICLE 17: APPLICABLE LAW AND DISPUTES

The authentic language for the present terms and conditions is French, and the applicable law is French law.

All disputes relating to the interpretation or execution of these terms and conditions shall be of the exclusive competence of the Tribunal de Commerce de Vannes, France.