

# General Terms of Sales 2017 - INDIVIDUALS

## 1<sup>st</sup> Clause: Object

The terms of sales written below will explain in detail the rights and obligations of the society « Hôtel de Bastard SAS » and his client within the framework of the sale of a hotel service. Any service done by the society « Hôtel de Bastard SAS » implies the total adherence of these terms of sales.

## 2<sup>nd</sup> Clause: Prices

The prices of the sold services are the ones in effect at the time of the order. They are denominated in Euros and all taxes are calculated. Therefore the VAT rate of the time of the order will be applied, but if this rate were to evolve, the price would also evolve due to the concurrency

The society « Hôtel de Bastard SAS » grant itself the right to change its fees at any time if a modification were to happen for the services asked by the client.

## 3<sup>rd</sup> Clause: Discount

No discount will be granted in the case of an anticipated payment.

## 4<sup>th</sup> Clause: Modes of payment

At the time of the registration of the order, the client will have to pay a 35% deposit of the total cost of the service if the client stays more than two nights. The balance must be paid on the day of the departure at the latest. For a stay of less than three nights, the client will deposit the same amount of money than the cost of one night.

The payment must be made at the benefice of the society « Hôtel de Bastard SAS »:

- either by a check of a French bank;
- or by credit card
- or by SEPA bank transfer

## 5<sup>th</sup> Clause: Cancellation

Any cancellation will lead to administration fees of 5€.

In case of a cancellation earlier than the 15<sup>th</sup> day before the date of the service, the deposit will be refunded 100% (minus the administration fees).

In case of a cancellation from the 15<sup>th</sup> to the 11<sup>th</sup> day before the date of the service, the deposit will be refunded 50% (minus the administration fees).

For any cancellation from the 10<sup>th</sup> day before the date of the service, the whole deposit will be kept.

In case of no-show, the total amount of the booked services must be paid entirely to the society « Hôtel de Bastard SAS ».

## 6<sup>th</sup> Clause: Case of emergency

The society « Hôtel de Bastard SAS » can't be held responsible for the non-execution of one of its obligations described in these terms of sales in case of an emergency. As such, this emergency is qualified by any unpredictable, overwhelming external event described in the article 1138 of the French Civil Code.

## 7<sup>th</sup> Clause: Court of competent jurisdiction

Any dispute related to the interpretation and the execution of these terms of sales is subjected to the French law. Both parties will try to settle any dispute amicably.

In case of a non-amicable resolution of the dispute, it will be brought to the commercial court of Auch (Gers).