

# General conditions of sale (CGV) and general conditions of use (CGU) Gîte de Llo SARL Pyrène et Compagnie

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### Individual or Group formula with catering (individual quote provided - from 8 p.)

# 1- PREAMBLE

The Pyrène et Compagnie Company is a limited liability company, with capital of 1000 euros, whose head office is route d'Eyne, 66800 Llo, registered in the Perpignan Trade and Companies Register under number 838 917 177.

Its particular purpose is the operation of the Gîte de Llo establishment as a "mountain lodge", located Route d'Eyne -66800 Llo and a small travel agency specializing in well-being and nature (mainly hiking).

The purpose of these General Conditions is to define the terms and conditions for booking the Services offered within the Gîte de Llo accommodation to its Customers "individuals in a room formula" or "groups with meals"

The terms "we", "us" and "our" refer to Société Pyrène et Compagnie.

The Customer is invited to carefully read these General Conditions, unreserved acceptance of which is obligatory and required for the reservation that we offer.

In the event of a contradiction between the Special Conditions and the General Conditions, the Special Conditions will be the only ones applicable to the obligation in question.

### 2- THE CUSTOMER

Beforehand, the Customer declares that his reservations are made for his personal needs.

For any group reservation (greater than 8 people), the referring Customer must contact the Reservation Department. A personalized quote will be established.

The Customer declares to have full legal capacity allowing him to commit to these general www.gitedello.fr contact@gitedello.fr 04 68 04 08 98 SARL Pyrène et Compagnie, route d'Eyne, 66800 LLO



conditions.

Any reservation made by a minor (between 16 and 18 years old) cannot be taken into account.

It is specified that the Customer must, upon arrival, present a valid identity document.

Foreign residents, including accompanying adults and adolescents over the age of 15, will also be required to present valid identification. The identity number completes the customer reservation form.

Finally, the Customer is solely responsible for the choices made during his reservation, the information communicated in this context or the use of his account and for any reservation made, both in his personal name and on behalf of third parties, including minors, unless they demonstrate fraudulent use not resulting from any fault or negligence

# 3- SERVICES

We offer you room reservation services as well as additional services designated below.

### 3.1/Accommodation: general organization and prices

We allow you to reserve rooms with their private bathroom at Gîte de Llo: www.gitedello.fr.

The essential characteristics of said rooms, availability dates, their price, options, cancellation conditions and payment conditions are presented to you during your reservation process.

Our rooms are on the 1st floor of the building. As a general rule (and except for the "twin" and the "tribe room") they are composed as follows: a double bed upon entering the room, a cupboard and at the mezzanine level a single or bunk bed as well as the bathroom including a toilet, shower and sink.

A Person with Reduced Mobility room located on the ground floor can only be booked by telephone.

Our rates differ depending on the number of people and occupants per room. They also differ depending on the number of nights spent with us:

- Preferential rate for rooms rented for 3 nights and more
- Reduced rate per person for the largest rooms (called "between friends & family")
- Price adapted to the request and profile of the group (group reduction)

### 3.2/Additional services



We can also offer you, when you book, additional services such as the evening table. Breakfast is included in the rates.

- Breakfast is served every morning from 7:30 a.m. to 9 a.m. as a buffet. It is made up of fresh, local and/or organic produce.
- The evening table d'hôtes is a unique menu (suitable for vegetarians only and on request) composed of a starter, a main course, a dessert and a herbal tea at the end of the meal (for those who wish).

An option can be placed online, without requiring the payment of a deposit (except for group quotes established in advance). We offer meals certain evenings of the week, taking into account the number of requests from customers (8 people minimum) and the availability of the versatile team who works at the gîte. No deposit will be paid for the table d'hôtes for individual reservations. In return, we cannot assure you that we will make the meal on the evenings requested.

For all groups for which a personalized quote has been made, a deposit concerning – in particular – the evening table will be paid. No changes (unless agreed by the group account manager within the company) will be possible regarding the meal options.

The cuisine at the Llo gîte is family-friendly and friendly. Our products are fresh, local, and come from organic farming as much as possible. Everything is homemade! Also, any help at the end of the meal or in setting up the table is welcome!

-Picnic: on request and for groups of at least 8 people, it is possible to reserve lunch picnics at the time of booking and up to 48 hours before your arrival.

Under no circumstances do we provide bottled water and we limit packaging in general. Also, remember to take your water bottle. If you are present for several days, we will give you packaging that is reusable and washable by us as much as possible.

-Late arrival check-in (after 7 p.m.): our reception is open from 4:30 p.m. to 7 p.m. This free option will allow you to arrive at the gîte after 7 p.m. You can receive advice on the area and the room the next morning. The customer must correctly enter the telephone number on which to send them the entry code and the name of their room. From 10 p.m. to 8 a.m., the Llo gîte is quiet. It is imperative not to disturb other guests of the gîte when you arrive. Also remember to notify you of your presence or not at breakfast the next day.

- Backup or emergency kitchen with opening hours: 6:30 a.m. - 9 a.m. / 4:30 p.m. - 9 p.m. (on request at lunchtime): This kitchen is at your disposal for a symbolic fee of €4 per stay and per room. This can only come in addition to options taken on site (guest tables) and when we do not offer guest tables on site. It can only be used for simple cooking.

The rules concerning its operation are available to you on site. The customer undertakes to return the



kitchen clean as on arrival and for the following people.

This kitchen is your responsibility for the time you occupy it. This is an emergency kitchen only. In no case does it allow you to create very elaborate menus.

You must make sure to put on the fume hood and close the door leading into the dining room if there are a lot of odors.

Invoicing for loss or breakage of utensils in the small free kitchen: cutlery €1/unit, Plates €1/unit, glass €1/unit, cup €2/unit, bowl: €2/unit, Dish: €10/unit unit, Others (coffee maker, cutting board). The customer can also buy the utensils he has broken and replace them during his stay.

The customer undertakes to also take responsibility for ordering and replacing spare parts if he has damaged accessories inside the fridges or microwaves made available.

Generally, we clean this kitchen (trash cans, floor and dish storage) once a day around 11 a.m.-12 p.m. It is important to respect this cleaning time and renew your presence later in this place.

- Travel cot and bathtub: We have rooms of varying size which may or may not accept travel cots. This possibility of adding or not is indicated in the reservation process. If the option is not bookable, this means that it is not possible to include a travel cot. You must call us directly to see with us the most suitable solution for your stay.

If your baby makes noise at night, also think about the other guests and do not hesitate to go to the common areas of the gîte, on the ground floor, until he calms down. THANKS.

- Extras on site: On table d'hôte evenings, we offer an aperitif for our customers from 7 p.m. The menu is small and corresponds to our way of working: local, good quality products. Extras will be noted on your reservation and must be paid the day before your departure or on the day.

### 4- RESERVATION AND PAYMENT OF THE DEPOSIT AND BALANCE

You can book in different ways at the Llo gîte: online on our website, by telephone or following a specific email, or through resale platforms with their T&Cs and policies (booking, airbnb, expedia, etc.).

You can also book through our group customer manager if you are more than 8 people and you require a quote in advance.

The simplest and most obvious way to book at the Llo gîte is to go directly to our website or directly by telephone: www.gitedello.fr This is also the cheapest solution for the customer because we do not we have no remuneration to make to any reseller.

In all cases, you will need to provide your identity, address, mobile phone during the stay, email



address and the type of services desired. Whether you go through our site or through us directly, you will have to pay a deposit (group) or pay the entire stay (individual) corresponding to our general conditions of sale and according to the type of public you represent (group, individual).

Payment at the Llo gîte is then made by bank card (Visa, Eurocard / Mastercard, Carte Bleue), via a payment form.

SARL Pyrène et Compagnie has a VADS number with the Banque Populaire du Sud. We chose Worldline to secure online payments by credit card using 3D Secure. The Customer's payment card is subject to security controls (outstanding control, control of the country of the card, control of the country of the IP address, etc.) by the designated partner and may be refused for several reasons: card stolen or blocked, ceiling reached, entry error etc.

Bank card data is only kept by our banking network, as part of a strict banking data security policy.

If you book online on the site, to finalize your reservation, you will have to go through this method. By phone or email, you will find a payment form link at the bottom of your reservation. You will have to provide your information in the same way and pay the amount due. Validation with "securi pass" agreement on your bank's online application is now necessary to validate.

Other means of payment: Bank transfer (for all groups), Checks, Cash (for the balance only) or ANCV holiday vouchers (to be completed by the customer regarding their identity).

# 5- MODIFICATION, DEPOSIT and CANCELLATION OF THE STAY

Modifications/cancellations of stays are always subject to approval by a member of the Llo gîte team and, if necessary, by a member of management, and with a minimum of 24 hours notice (example: cancellation of a breakfast, a table, etc.). They do not necessarily give rise to an agreement since they depend on our possibilities.

We are nevertheless committed to doing our best to meet your needs while respecting our work and our reality.

### Any modification/cancellation must be notified in writing.

A Prepayment: We require 100% upon booking your stay for all individual guests.

# B / Cancellations before the stay, for individuals

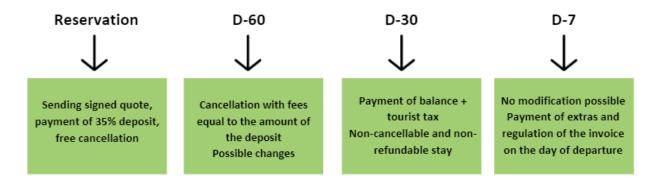
- In case of cancellation <u>between the booking and D-7 days</u>: Possibility to **cancel free of charge**, the refund of the deposit will be made within 30 days. **Stay cancellable & refund up to D-7.**
- In case of cancellation occurring 7 days before your arrival, the deposit is automatically retained and 100% of the reservation is due.



\*Special "Gîte de Llo": We nevertheless undertake to do our utmost to rent out your room again. Notify us as soon as possible, by telephone and in writing by email, we will do our best to re-let your room - while respecting our work schedule (days off, etc.) and our reality (time to devote). If the room is re-let, we will only keep a 35% deposit (this takes into account the time spent re-letting the room, any booking commissions, etc.)

# C/ Cancellations before the stay, for groups

- A deposit of 35% of the nights is requested at the time of booking and return of the signed quote. and initialed.
- In the event of cancellation between booking and D-60: Possibility of canceling free of charge, the deposit will be refunded within 30 days. Cancellable stay & refund up to D-2 months.
- From D-60 to D-30: We keep the 35% deposit. Possibility of modifying up to +/- 5 people and depending on the availability of the gîte.
- D-30: Payment of the balance is due. The stay is non-cancellable and non-refundable. Possibility of modifying up to +/- 5 people and depending on the availability of the gîte.
- D-7: The rooming list is returned by the customer. No modification possible, except for the addition of participants and extras depending on the availability of the gîte. Regularization of the invoice and payment of extras on the day of departure if necessary.



# D / Cancellations during the stay, for individuals and groups:

In the event of cancellation during the stay\*: if you end your stay for personal reasons (illness, accident, breakdown, or other): the total amount of the stay is due (excluding consumption of meals), it must be paid before leaving the establishment if this was not done upon arrival. You can contact your personal insurance because in the event of an accident for example, they can intervene.

\*Special "Gîte de Llo": We nevertheless undertake to do our utmost to rent out your room again.



Notify us as soon as possible on site + in writing, we will do our best to re-let your room - while respecting our work schedule (days off etc.) and our reality (time to devote).

If the room is re-rented, you will only have to pay for the stay consumed.

# 6- PETS, PARKING, OUTDOOR SPACES

Our animal friends are not allowed in our establishment (except with the written agreement of the gîte operators and in the case of guide dogs).

If, however, an exceptional agreement was granted to the customer to stay with their dog in our gîte, then the animal must be kept on a leash in the common areas (corridor, garden). For hygienic reasons, the animal will not sleep in/on the bed or bunk beds. He will not be able to go to the common areas of the gîte, namely: living room, dining rooms and free kitchen.

<u>The outdoor spaces</u> are open and free to access in compliance with the rules of the gîte which consist of not disturbing others from 10 p.m. to 8 a.m.

A smoking area (slightly apart) has been set up to avoid disturbing the peace and quiet of other customers.

The presence of parents or responsible adults is mandatory in outdoor spaces and in the play area (allowed for children up to 12 years old).

<u>Grilling area</u>: By reservation only with a member of the team and with knowledge of the essential rules concerning fire (never leave the fire unsupervised), knowledge of how the gîte operates (water point, etc.).

<u>Parking</u>: The managers of the establishment decline all responsibility in the event of accident, damage, theft or other damage caused to cars, motorcycles, bicycles, vans, and/or valuable objects left in the parking lot and in the establishment.

### 7- GENERAL INTERNAL RULES

The Client accepts and undertakes to respect the Rules of the Establishment, as well as all those accompanying them, namely:

- -Have decent dress and behavior, not contrary to good morals or public order, be non-alcoholic, non-noisy so as not to disturb the peace of other Customers or staff;
- -Be respectful and courteous, refrain from any comments of a sexual, racist, anti-Semitic, homophobic nature, as well as any form of harassment;
- -Refrain from any behavior that could harm the peace and quiet of other Customers and especially from 10 p.m. to 8 a.m.;
- -Do not transfer, for payment or free of charge, your reservation to a third party, this being nominative;
- -Do not enter third party accommodation without obtaining authorization from the www.gitedello.fr contact@gitedello.fr 04 68 04 08 98 SARL Pyrène et Compagnie, route d'Eyne, 66800 LLO



#### establishment;

- -Do not bring animals, even domestic animals, into the Establishment, as these are not authorized;
- -Leave access to your accommodation on the day planned for your arrival so that cleaning can be carried out and leave your accommodation before 10 a.m. at the end of your stay;
- -Respect the number of occupants of the accommodation indicated when booking, for obvious security reasons;
- Take care of your badge or keys allowing access to your accommodation, refrain from entrusting them to a third party and report any loss or theft immediately to reception;
- -Ensure that the door to the accommodation is securely closed before leaving or going to bed;
- -Take care of your objects considered to be valuable, we cannot be held responsible in this regard;
- -Monitor your luggage or personal effects in public spaces which remain under your responsibility;
- -Pay for all consumption or expenses on site; Refrain from smoking and bringing any illicit and/or dangerous substances or objects into the premises of the Establishment under penalty of a fine;
- -Prohibit yourself from eating meals in the rooms, the dining rooms being at your disposal if you clean up after yourself;
- -For obvious safety reasons, refrain from using any combustion or gas appliance within the Gîte;
- -Refrain from damaging places and objects within accommodation and in common areas, under penalty of invoicing.

The Customer is responsible for all damage caused by him and/or his occupants of his accommodation within the establishment and bears all costs caused by this damage and/or by non-compliance with the aforementioned rules.

Any behavior contrary to the principles of safety and/or hygiene, good morals and/or public order may lead us to ask the Customer to leave the establishment as well as all people sharing their stay. We may also refuse any future reservations.

# 8- ASSURANCE

We have civil liability and multi-risk insurance as accommodation open to the public.

The customer is responsible for all damages caused by him to others via civil liability at a minimum. The signing of this contract requires a sworn declaration of being insured.

The managers cannot under any circumstances be responsible for an accident occurring to a child



left unsupervised in and around the establishment, for example.

# 9- FORCE MAJEURE

Force majeure suspends, for the parties, the execution of their reciprocal obligations. Cases usually recognized by the case law of the French Courts are considered to be force majeure.

In the context of a health crisis or any other exceptional circumstance, if measures restricting access or even prohibiting the total or partial operation of certain spaces open to the public were taken by the competent authorities, the Client is informed that we could not make certain services other than accommodation available (access to the restaurant, self-catering, etc.), without our liability being called into question.

### 10- DISPUTES

The General and Special Conditions are governed by French law.

Solutions must be found together and upstream to satisfy both parties.

In the event of a dispute relating to these General and/or Special Conditions, the Customer is informed that he may have recourse to a conventional mediation procedure or any other alternative method of dispute resolution, under the conditions provided for in Title I of the Book VI of the Consumer Code.

After having contacted the establishment to try to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the referral, the Customer may contact the Tourism and Travel mediator.

Referral to the Mediator can be made within twelve (12) months after the first complaint using a payment form.

CLIENT'S SIGNATURE (with mention "read and approved")