

BON SEJOUR EN FRANCE - BOOKING TERMS & CONDITIONS

BON SEJOUR EN FRANCE hereafter BSEF - ILE DE RE

- domiciled 14 rue de l'Abbaye, 17740 Sainte-Marie de Ré
- offices located Place du Bois de l'Ardilliers, 17630 La Flotte en Ré
- registered with the La Rochelle company register under the number 453 450 108
- financial guarantee of 250 000€ provided by the SOCAF - 26, avenue de Suffren 75015 Paris
- legally represented by its director, Didier Pélétengeas, holder of professional licence n°347G

1 - GENERAL

BSEF - ILE DE RE, as the owners'agent, offers furnished accommodation (hereafter the Accommodation) for rent on the ILE DE RE through its website (the Site) www.bon-sejour-en-france.fr (French version) & www.bon-sejour-en-france.com (English version).

The Accommodation is available for rent as holiday lets (in general for between one and four consecutive weeks), by holiday tenants (hereafter the Tenant).

The owner & the Tenant establish a rental agreement with each other (the Contract) in which BSEF - ILE DE RE represents the owner.

The owner and BSEF - ILE DE RE are bound by a property management agreement.

2 - RENTAL PRICE

The prices indicated on the Site are stated in Euros per week.

The prices indicated on the Contract correspond to a length of stay & a defined number of Tenants (see section entitled Sleeping Capacity).

Depending on the rental period & on the Accommodation, electricity and/or central heating are either included in the price or are in addition to the price; this information is clearly stated in the Contract & in the "Booking Conditions" tab on the Site.

Unless otherwise stated, the local dwelling tax ("taxe de séjour") is included in the rental price.

3 - BOOKING & PAYMENT OF THE BOOKING DEPOSIT

A provisional booking is made after an e-mail or telephone exchange with BSEF - ILE DE RE to check that the Accommodation is available on the dates requested. The booking is confirmed once the deposit is paid & a signed copy of the Contract has been returned to BSEF - ILE DE RE by the Tenant.

The payment must be made & the signed Contract returned to BSEF - ILE DE RE within 7 days of the Contract being sent to the Tenant via the Tenant's email address. By signing the Contract, the Tenant acknowledges that the Booking Terms & Conditions have been read & accepted by themselves.

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Payment of the deposit is made to BSEF - ILE DE RE as the owner's representative, using one of the following means of payment: credit card (Visa or Mastercard) via the Online Payment section of the Site, French cheque or bank transfer.

4 – PAYMENT OF THE BALANCE

By paying the booking deposit, the Tenant undertakes to pay the balance of the rental price, even in the event of cancellation.

The Tenant must pay the outstanding balance of the agreed rental price & options on one of the following dates (as specified in the Contract):

- at least 30 days prior to the rental start date if the rental period falls within the Very High Season (July & August) and no cancellation insurance has been taken out with BSEF - ILE DE RE;
- on the rental start date, upon arrival in the Accommodation if the rental period does not fall within the Very High Season (July & August) OR for a rental period that does fall within the Very High Season AND cancellation insurance has been taken out with BSEF - ILE DE RE.

Where the balance must be paid at least 30 days prior to the rental start date, the Tenant who has not paid the outstanding balance by the agreed date may be considered to have cancelled the booking. In this case, the Accommodation is considered available to be rented out again. In case of a late booking (less than 30 days before the beginning of the rental period) & where the balance must be paid prior to the rental start date, the Tenant will be required to pay the full rental price at the time of booking. This information is specified in the Contract.

The balance is paid to BSEF - ILE DE RE on behalf of the owner, using one of the following means: credit card (Visa or Mastercard) via the Online Payment section of the Site, French cheque, bank transfer, cash in Euros (only if the balance is paid on arrival in the accommodation) within the legal limits and conditions for paying in cash.

5 – ARRIVAL & DEPARTURE

The Tenant must contact the owner or BSEF - ILE DE RE (contact information is specified in the Contract) at least 24 hours prior to arrival to agree on a provisional meeting point & time to welcome the Tenant to the Accommodation. Unless otherwise stated in the Contract, the Tenant must arrive on the date stipulated in the Contract between 4pm & 8pm. In case of late arrival or a last minute problem, the Tenant must inform BSEF - ILE DE RE immediately. After 8pm, BSEF - ILE DE RE has the right to:

- refuse the Tenant access to the Accommodation and fix an arrival time for the next day;
- allow the Tenant to access the Accommodation upon payment of a fixed amount of €100 in addition to all other amounts due, payable at the time of taking possession of the Accommodation.

There will be no reimbursement relating to days or other services lost due to late arrival.

The departure must take place on the date stipulated by 10am at the latest unless BSEF - ILE DE RE agrees to a later departure time.

6 – BREAKAGE DEPOSIT

The Tenant undertakes to take good care of the Accommodation.

Access to the Accommodation will only be allowed once a breakage deposit has been paid, which is designed to cover the cost of any repairs necessary after the Tenant's stay in the Accommodation & the cost of any damages which occur to the Accommodation during their stay. The amount of this breakage deposit is specified in the Contract.

The breakage deposit must be paid upon arrival in the Accommodation by French cheque or by pre-authorised credit card (Visa or Mastercard) if the Tenant cannot provide a French cheque.

Within 48 hours of arriving in the Accommodation, the Tenant should notify BSEF - ILE DE RE by email or by SMS, of any damage to the Accommodation which existed at the time of their arrival (damage, broken objects or faulty equipment). If, at the end of the Tenant's stay, BSEF - ILE DE RE determines that damage has been caused, or objects broken, or equipment malfunctioning, and this hadn't been notified to BSEF - ILE DE RE at the beginning of the Tenant's stay, the damage, breakage or malfunction will be considered to have been caused by the Tenant. The cost of repairing the damage or malfunction or replacing damaged items will be deducted from the breakage deposit.

The breakage deposit will be returned to the Tenant at most two weeks after the end of the Tenant's stay in the Accommodation (cheque sent back or destroyed or cancellation of the credit card pre-authorisation).

The cost of damages imputable to the Tenant, the price of any objects that need replacing and/or the cost of returning the Accommodation to its original state and/or the cost of any additional cleaning necessary, will be paid by the Tenant in one of the following ways:

by French cheque - in this case either the original breakage deposit cheque will be returned to the Tenant in exchange for a new cheque in the amount of the damages due OR the original breakage deposit cheque will be cashed. If the cost of damages is less than the original breakage deposit cheque, the difference will be returned to the Tenant by French cheque

by credit card (transformation of all or part of the pre-authorised transaction into a debit).

If the amount of the original breakage deposit paid is less than the amount due for damages caused, the Tenant agrees to make up the difference.

7 - CLEANING

The Accommodation is fully cleaned by BSEF - ILE DE RE between Tenants and before the start of the rental period.

The Tenant is responsible for ensuring that the Accommodation, at the end of the rental period, is left in the state of cleanliness in which it was at the beginning of the rental period. The cost of cleaning the property (end of stay cleaning), is stipulated in the Contract and must be paid, at the latest, on arrival in the Accommodation.

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The end of stay cleaning does not include washing up and tidying the kitchen. At the end of their stay, the washing up must be done by the Tenant, the dishwasher must be emptied and the crockery and cutlery must be put away by the Tenant in the cupboards. The fridge must be emptied of all its contents.

As part of caring for the Accommodation, the Tenant undertakes to properly recycle kitchen and other household waste and put the 2 dustbins (yellow lid for certain recyclable waste and green lid for non recyclable waste) out in the road for collection on the right collection days. The Tenant will be informed of the collection days upon arrival in the Accommodation by their greeter.

At the end of their stay, the Tenant must carefully strip the beds, leaving the mattress protectors and pillow protectors in place, and leave all the used household linen (sheets, towels, bathmats and tea towels) in one place, for example in a bedroom or bathroom, for collection.

BSEF - ILE DE RE reserves the right to deduct from the breakage deposit the estimated amount of additional end of stay cleaning if:

- the Accommodation is left in an abnormally dirty state when compared to careful occupation of the Accommodation – traces of dirt on the walls, untidy kitchen, furniture moved and not put back in its original place etc.
- the dustbins are left full as they clearly have not been put out for collection throughout the rental period.

8 – HOUSE LINEN

The provision of house linen by BSEF - ILE DE RE is optional. If the optional service is required, the Tenant must tick the relevant box on the Contract at the time of booking. Payment for this service, at the price which features on the Contract, is payable on arrival.

The house linen option includes bed linen, bath towels, bathmats & tea towels. Beach towels & cot linen are not provided.

Beach towels are provided if the Comfort Pack option is chosen at the time of booking.

Bath towels may not be used as beach towels ie they must not be taken out of the Accommodation to be used on the beach.

If the house linen is returned in a state which renders it unusable thereafter (eg by using self-tanning lotion), the cost of replacing the house linen will be deducted from the breakage deposit.

If the Tenant uses their own house linen, they must ensure that it corresponds to the size of the beds as indicated in the Accommodation description on the Site. The use of beds without any bed linen is strictly prohibited. All the beds are equipped with duvets and duvet covers must be used.

9 – SLEEPING CAPACITY

The Contract covers the Maximum Sleeping Capacity (MSC) including children sleeping in a cot. The MSC is indicated on the Contract and on the Site on the Accommodation description page.

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The number of occupants (including children in cots) is specified by the Tenant at the time of booking and is noted on the Contract.

If the actual number of occupants (including children in cots) noted at the time of arrival exceeds the MSC, BSEF - ILE DE RE may refuse access to the Accommodation. The Contract is then considered terminated through the Tenant's fault & the full rental price remains due.

10 - PETS

The Tenant must inform BSEF - ILE DE RE at the time of booking of the presence of any pets (cats & dogs only) during the rental period, and this information then appears on the Contract. If the Tenant brings animals of which BSEF - ILE DE RE has not been informed at the time of booking, BSEF - ILE DE RE can refuse the Tenant access to the Accommodation and terminate the Contract. In this case, the full rental price remains due.

If the presence of an animal has been accepted by BSEF - ILE DE RE, access to the upper floors of the Accommodation is strictly forbidden to the animal, as are all the bedrooms and sofas. The Tenant must ensure that all faeces are picked up & disposed of properly, including from the garden, courtyard and patio, by the end of the rental period.

11 - SWIMMING POOL

If the Accommodation includes a swimming pool, BSEF - ILE DE RE draws the Tenant's attention to the fact that the owner is solely responsible for the safety system (pool cover, alarm or fencing), & the owner ensures that this safety system corresponds to current norms. Even though a safety system is in place, it is up to the Tenant to take all precautions necessary with regard to the use of the pool - children should never be left alone & without adult supervision in or near a swimming pool. BSEF - ILE DE RE cannot be held responsible, under any circumstances, for accidents resulting from the use of the swimming pool.

The Tenant is not authorized to modify the settings of any of the technical equipment relating to the pool, which can generally be found in a separate room near the pool (pool house). The settings of any equipment, (including the pool robot cleaner, heat pump, chlorine regulator, ph regulator) can only be changed by a professional pool technician. Should the Tenant notice that any of the equipment is malfunctioning, they should alert BSEF - ILE DE RE who will ask a professional pool technician to intervene.

12 - LENGTH OF STAY

The Contract is concluded for a specific rental period (seasonal let). The Tenant cannot in any circumstances claim a right to stay in the accommodation beyond end date of the rental period.

13 - INSURANCE

Per the property management agreement, the owner is supposed to insure the Accommodation directly for use as a seasonal let. Nevertheless, the Tenant may find that their domestic insurance policy covers holiday accommodation for civil responsibility in case of damage by the Tenant, during their stay, to the Accommodation or to neighbouring property, whether for fire damage, water damage, theft... BSEF - ILE DE RE

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strongly recommends that the Tenant checks their domestic insurance policy for an extension to their holiday accommodation.

14 - CANCELLATION

In case of a cancellation which occurs at the Tenant's instigation, including failure to arrive in the Accommodation on the agreed rental start date, any amounts paid by the Tenant (booking deposit and/or balance) to the owner or to BSEF - ILE DE RE on behalf of the owner, will not be refunded. Similarly, in case of a cancellation which occurs at the Tenant's instigation, including failure to arrive in the Accommodation on the agreed rental start date, the Tenant undertakes to pay the balance of the rental price to the owner or to BSEF - ILE DE RE on behalf of the owner at the latest on the first day of the rental period as it appears on the Contract. In case of cancellation of a rental period which is then rented out again to a new Tenant, any amount paid by the original Tenant will be reimbursed up to the amount paid by the new Tenant, less a management fee equal to 5% of the amounts paid by the original Tenant.

For any cancellation instigated by BSEF - ILE DE RE (for example due to natural catastrophes, fire, flood), the Tenant will receive full reimbursement of sums paid. In addition, BSEF - ILE DE RE will take all possible measures to find comparable replacement Accommodation.

15 - CANCELLATION INSURANCE

BSEF - ILE DE RE offers its Tenants the possibility to take out insurance designed to cover cancellation and material damages, in partnership with an insurance broker (ADAR). The General Sales Conditions of this insurance are available via the Site. Cancellation insurance may only be taken out at the time of booking, as specified on the Contract.

16 - TENANT RESPONSIBILITIES

The Tenant must occupy the Accommodation in a peaceful & responsible manner. All the furniture, amenities, equipment & materiel in the accommodation must be properly maintained by the Tenant. The Tenant is responsible for any & all damage & loss occurring during their stay in the accommodation. Any loss or damage must be paid for by the Tenant.

The Accommodation is solely for use as a holiday let to the exclusion of any commercial or other lucrative activity during the Tenant's stay. Weddings, receptions, large cocktail parties are strictly prohibited in the Accommodation unless prior written agreement has been obtained from BSEF - ILE DE RE.

17 - RESPONSIBILITIES OF BSEF - ILE DE RE & THE OWNER

The owner is fully responsible for the availability of the Accommodation & guarantees that it fulfils all applicable building, hygiene & safety standards.

BSEF - ILE DE RE cannot be held responsible for any losses, breakages or delays for which the cause is beyond BSEF - ILE DE RE's control, including but not limited to: natural catastrophes, explosions, flooding, storms, fires or accidents, war or threat of war, civil unrest, laws, restrictions, regulations, local restrictions or other measures decided upon by local or national government, strikes, lockouts or other industrial conflicts, weather conditions. In any of these cases, BSEF - ILE DE RE may consider the Contract to be nul & void & its

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responsibility will be limited to the refund of any sums paid by the Tenant & corresponding to the unused portion of the rental period calculated on a pro rata basis.

BSEF - ILE DE RE cannot be held responsible for:

- any electrical or mechanical failures in any of the Accommodation's amenities (heat pumps, boilers, filter systems for swimming pools, kitchen appliances etc)
- any unexpected leaks (eg in the roof or general plumbing)
- general power or water cuts or interruptions in the phone network which would also cause connection to internet difficulties.

Should any appliances or equipment break down or malfunction, BSEF - ILE DE RE will do all it can to repair (or replace) the equipment as soon as possible taking into account various constraints (eg a plumber or repair service does not work on a Sunday, a spare part may need to be delivered etc).

Neither BSEF - ILE DE RE nor the owner can be held responsible for any excessive noise or other nuisance factors outside the Accommodation's limits & of which the causes are beyond their control.

18 - DESCRIPTION OF THE ACCOMMODATION

The Accommodation appearing on the Site has been carefully selected by BSEF - ILE DE RE. BSEF - ILE DE RE tries to ensure that all descriptions and photos of the Accommodation are true to reality. However, between the date of BSEF - ILE DE RE's initial photo visit & the rental period, minor changes may occur (eg the replacement of one piece of furniture with another). The minor, non-essential changes will not give rise to any refund, or part refund of the rental price.

19 - INTERRUPTION IN THE RENTAL PERIOD

If the Tenant cuts short their stay, no refund will be made.

20 – EXCHANGE RATE

The Contract is drawn up in Euros and all payments must be made in Euros.

If, for any reason, BSEF - ILE DE RE has to refund to the Tenant all or part of the sums paid, the refund will be made by BSEF - ILE DE RE in Euros. If the Tenant has a bank account outside the Euro zone, BSEF - ILE DE RE will not compensate any fluctuations in the exchange rate (eg between the Euro and GBP) between the moment when the sums were initially paid to BSEF - ILE DE RE by the Tenant, and the moment when these sums are refunded to the Tenant by BSEF - ILE DE RE.

21 – CLAIMS

Any claim concerning the Accommodation, the description of the Accommodation or the general state of the Accommodation, will not be taken into account beyond the third day of occupation of the Accommodation.