

Standard terms and conditions of sale

Updated on 01/10/2021

INTRODUCTION

These Standard Terms and Conditions of Sale (hereinafter the “Standard Terms and Conditions”) define the contractual relationship between any non-professional user (hereinafter the “Client”) of Château de Brou (hereinafter the “Lessor”) and its website www.chateau-de-brou.com (hereinafter the “Website”), operated by SNC GHPN, a partnership registered with the Trade and Companies register of Paris under number 38180543100016, having its registered office at avenue du téléport, 86360 Chasseneuil du Poitou, and VAT number FR50 381805431 (hereinafter, the “Service Provider”), from the time of reservation to the time the Client leaves the premises, and also the conditions applicable to any reservation made through the reservation services of the Website of the Château.

The Service Provider reserves the right to modify the Standard Terms and Conditions entirely or in part at any time. In that event, the new version of the Standard Terms and Conditions will be available on the Website with its effective date. The applicable conditions shall be those in force on the day when the reservation of the Client is confirmed. The Client declares that it has reviewed the Standard Terms and Conditions, the prior acceptance of which is a necessary condition for confirmation of its reservation. All confirmed reservations entail the express and complete acceptance of the Standard Terms and Conditions and the waiver of the Client’s own conditions of purchase or other conditions. When the reservation is made from the Website of the Château, the Client declares that it has reviewed the Standard Terms and Conditions and accepted them by checking the box provided before confirming the reservation. The Client may save and print these Standard Terms and Conditions using the standard features of its browser or computer.

1. FIELD OF APPLICATION

The Standard Terms and Conditions apply to all reservations made directly with the Service Provider or online using the reservation services of the Website of the Château. The Standard Terms and Conditions apply to all the services offered by the Château. A record of the reservation and the sending of confirmation & a quote shall constitute evidence of the transaction and the acceptance of the operations carried out.

2. CAPACITY

The Client declares that it is acting in its personal capacity for purposes unrelated to its commercial, industrial, trade, professional or agricultural activities and that it has full legal capacity to agree to these Standard Terms and Conditions. The Client declares that it is responsible for the use of the reservation feature of the Website of the Château, on its own behalf and on behalf of third parties, in particular minors. In that respect, the Client guarantees the truthfulness and accuracy of the information provided, both by itself and by the minors in its care at the time of reservation. Fraudulent use of the reservation services of the Château or use that goes against the Standard Terms and Conditions may result in denial of the services offered and may give rise to legal proceedings before the competent courts.

3. FORMATION OF THE AGREEMENT

The Agreement shall be deemed to have been formed when the numbered quote has been signed by the Service Provider to the Client, and returned by email, by any means of communication (email, post, etc.) or via the website.

4. RESERVATION

The Client chooses services from among those proposed by the Service Provider in the quote. The Client agrees that it has reviewed the nature, purpose and modalities of reservation of the services available on the Website of the Château and that it has requested and obtained the necessary and/or additional information in order to make its reservation in full knowledge of the facts. The Client shall be solely responsible for its choice of services and their suitability for its needs, and the Service Provider shall not have any liability in that respect. The reservation shall be deemed to be accepted by the Client once it has signed the quote.

5. RESERVATION PROCEDURE

Reservations for the services offered by the Château may be made by calling the following number: +33(0)2 47 65 80 80, or sending email to chateaudebrou@esprithotelier.com or online via the Website of the Château.

Written confirmation of the reservation shall be communicated to the Client as soon as possible, no later than eight (8) days following the reservation, by any means of communication. Such confirmation shall include the essential details of the reservation, such as the type of gite rented, number of nights, price and expected date of availability.

6. EVIDENCE OF TRANSACTION

It is expressly agreed that, unless otherwise proven, the data stored in the Service Provider's information system, on computer or electronic media, shall have evidentiary value in respect of the reservations made by the Client. As a result, such data may be produced as evidence in any litigation or other proceedings, and shall be admissible, valid and enforceable between the Parties in the same way, under the same conditions and with the same evidentiary value as any document that would have been made out, received or kept in writing.

7. PRICE

The prices for the reservation are indicated before and at the time of booking. The amount to be paid by the Client includes the price of the stay (unit price of the gite selected by the Client multiplied by the number of nights) plus the options chosen at the time of reservation (unit price multiplied by the quantity ordered), if applicable. Unless otherwise stated, options (breakfast) that are not offered at the time of reservation are not included in the price.

Prices are quoted inclusive of taxes (including VAT), in euros, and are only valid for the indicated date or period. The tourist tax indicated for each rate shall be paid directly at the Château unless otherwise specified at the time of reservation. Any change or introduction of new governmental or local taxes levied by competent authorities shall automatically be applied to the prices indicated on the date of invoicing. For reservations made online on the Website of the Château, the Client may choose between several rates depending on the period:

- Reservation that is changeable and refundable under specific conditions linked to a specific rental agreement that is prepaid at the time of reservation in the form of a deposit and the balance paid on the due date.

The Service Provider reserves the right to change at any time and without prior notice the prices stated in brochures and other commercial material, as well as the prices displayed in the establishments. Such changes shall not apply to reservations previously accepted by the Service Provider.

8. PAYMENT METHODS & DEPOSIT

At the time of reservation, the Client shall confirm the quote and send the requested deposit on the due date specified on the quote by bank transfer. Failure to do so will result in the automatic cancellation of the reservation. The Château will also ask the client to show proof

of identity, as well as a valid third-party insurance certificate for the rented property. A deposit is also required and stated in the quote signed at the time of reservation. The deposit will be taken on the day of arrival by pre-authorisation. The amount is specified in the quote.

— **Payment of extra charges:** any extra charges that are not explicitly included in the price list shall be paid directly on site at the end of the stay.

- **Deposit:** the deposit will be returned within a maximum of 10 days after the client's departure. It may be used in accordance with the signed document "*attestation d'état des lieux*" during the incoming inventory of fixtures drawn up with the lessor.

— **Payment of extra charges:** The Client expressly authorises the Service Provider to debit the bank card submitted as a guarantee for the payment of extra charges.

9. CHANGE OF RESERVATION

This provision shall not apply to reservations made at the preferential rate.

— **Changes at the request of the Client:** changes to reservations may be made free of charge, subject to availability. Any additional charge resulting from the changes requested by the Client will give rise to an additional invoice.

— **Modification at the request of the Service Provider:** if the reserved gites become unavailable due to a fortuitous event, the Service Provider agrees to offer alternative accommodation to the Client for no extra cost within a 45 km radius. The transfer charges relating to such relocation shall be borne by the Service Provider if needed.

10. RESERVATION CANCELLATION POLICY

The Client is reminded that, in accordance with Article L. 221-28 of the French Consumer Code, it does not have the right of cancellation provided for in Article L. 221-18 of the French Consumer Code. Reservations may not be cancelled by the Client after the time stated in the signed agreement.

— **Cancellation by the Customer of a stay:** More than 3 months before the scheduled arrival date: no cancellation fee

Between 3 months and 30 days before the scheduled arrival date: 30% cancellation fee

Between 30 and 15 days before the scheduled arrival date: 50% cancellation fee

Between 15 and 7 days before the scheduled arrival date: 75% cancellation fee

Less than 7 days before the scheduled arrival date: 100% cancellation fee

For other cancellations, if a Balance owed by you is not paid within the period specified in the Cancellation Policy or if you fail to arrive at the property within 24 hours of your scheduled arrival time without notifying us, we will be entitled to treat your Reservation as cancelled by you and to apply the Cancellation Policy.

In the event of a pandemic with governmental restrictions in the host country or the country of the guests, cancellation or postponement of the rental will be granted. Any amounts already paid will be refunded in full.

—Cancellation by the Service Provider: In the event of cancellation by the Service Provider, no fee will be charged to the Client; however, certain problems may arise which require the modification or even cancellation of the latter.

In that case, we will contact you as soon as possible to inform you. In case of cancellation of your

Reservation, all the amounts paid by you will be refunded.

However, we will not be required to refund any amounts you may have paid to third parties in connection with your holiday (e.g., travel, leisure, activity or insurance costs).

11. STAY

The Estate may be reached from Monday to Friday from 9 a.m. to 5 p.m. A dedicated hotline for customers on site is specified in the reception document, with a person reachable 24 hours a day. Unless otherwise expressly agreed, the Client may arrive at the Château from 3 p.m. on the first day of the reservation and must leave the gite by noon on the day the reservation ends. Otherwise, an early arrival fee or late check-out fee shall be charged unless there is a special agreement at the time of reservation. The Client accepts and agrees to use the gite and the communal areas made available to it with all due care. Any behaviour that is contrary to the principles of safety and/or health, good morals and/or public order may entitle the Service Provider to ask the Client to leave the premises without any compensation and/or without any refund if payment has already been made. Any damage caused by the Client to the reserved estate or gite may be invoiced directly to the Client following the inventory of fixtures.

Penalties of up to the price of the deposit may be applied if the Client fails to comply with the no-smoking signs in the gites.

The Client further agrees that the computer resources made available by the Château (in particular the Wi-Fi network) shall not be used in any way for the purpose of reproducing, representing, making available or communicating to the public works or objects protected by copyright or by a related right, such as text, images, photographs, musical works, audiovisual works, software and video games, without the permission of the holders of the rights provided for in Books I and II of the French Intellectual Property Code, where such permission is required.

12. COMMITMENTS AND RESPONSIBILITY OF THE CLIENT

The Client shall be solely responsible for the information provided at the time of the creation of its account and/or any reservation. The Service Provider shall not be liable if the Client provides inaccurate or fraudulent information. In addition, the Client shall have sole responsibility for any reservation made, both in its own name and on behalf of third parties, including minors, unless it can demonstrate that the fraudulent use does not result from any fault or negligence on its part. In that respect, the Service Provider must be immediately

notified of any unlawful or fraudulent use of its email address. The Client agrees to use the Website of the Château and the services offered thereon in accordance with the applicable laws and regulations and these Standard Terms and Conditions. If the Client fails to comply with its obligations under these Standard Terms and Conditions, it shall be liable for any damage caused by it to the Château de Brou, the Service Provider or third parties. In that regard, the Client agrees to indemnify the Service Provider from any resulting claims, action or remedies of any kind and to compensate the Service Provider for any damages, costs or compensation whatsoever relating thereto. In particular, by making a final reservation, the Client undertakes to pay the price and to comply with any special conditions relating to it. Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for a reason attributable to the Client will result in the cancellation of the order at the Client's expense, without prejudice to any civil or criminal action against the Client.

13. RESPONSIBILITY OF THE SERVICE PROVIDER

The Service Provider takes on a best-efforts obligation in respect of its online reservation process. It shall not be liable for any damage resulting from the use of the Internet, such as loss of data, intrusion, viruses, service interruptions, etc. Hypertext links may lead to sites other than that of the Château, which accepts no liability for the content of these sites or the services offered. The Client shall therefore be fully responsible for its decision to view third-party websites. Although every effort is made to ensure that the photographs, graphics and text used to illustrate the estate give as accurate an idea as possible of the services offered, minor variations may occur, particularly as a result of changes in furnishings or renovations. The Client shall not be entitled to any claim as a result. In accordance with the laws and regulations governing intellectual property rights, the use and/or reproduction of all or part of the elements making up the offers on the Website of the Château is strictly prohibited. The Service Provider shall not be liable for any consequential loss or damage arising from this Agreement, particularly loss or damage caused by a third party, the Client or the partners of the Château.

14. PERSONAL DATA

The Client agrees and accepts that the Château, as the data controller, will collect and process the personal data required for the purpose of managing reservations and clients, billing and payment, and for conducting its marketing activities and satisfaction surveys. The data are intended for the Château and its service providers. The Client is informed, in each personal data collection form, of the required or optional nature of the answers and information by the presence of an asterisk. Processing of information communicated via the Website of the Château complies with the legal requirements regarding the protection of personal data, as the information system used ensures optimum protection of such data. In accordance with applicable national and European regulations, the Client has the right to access, rectify and delete its personal data and may object to the processing of its data. To exercise these rights, the Client must contact the Château, by post or by email, at the following address:

Château de Brou – Route de Brou – 37800 NOYANT DE TOURAIN –

Email: chateaudebrou@esprithotelier.com – Website: www.chateau-de-brou.com – The Client

is also informed of its right under article L.223-2 of the French Consumer Code to be registered as opposed to telephone canvassing when its telephone details are collected.
www.bloctel.gouv.fr

15. COOKIES

The Château-de-brou.com Website uses cookies. A cookie is a computer file stored on the hard drive of the Client's computer. Its purpose is to indicate a previous visit by the Client to the Website of the Château. Cookies are only used by the Service Provider to personalise the service offered to the Client. In particular, they allow château-de-brou.com to understand how users navigate our websites, obtain data in order to improve future browsing experience, send you personalised offers (depending on your language), and identify you when you access your client account.

The Client retains the option of refusing cookies by configuring its web browser accordingly. In that case, the Client forfeits the possibility of customising the service provided by the Service Provider via the Website. Learn more about our [cookie policy](#).

16. INTELLECTUAL PROPERTY

In respect of the use of the Website of the Château, the Service Provider owns all intellectual property rights relating to the Website. The elements accessible on the Website, in particular in the form of text, photographs of the château, images, icons, video sounds, software and databases, are also protected by intellectual property and patent rights and other private rights held by the Service Provider. Unless otherwise agreed expressly in advance and in writing by the Service Provider, the reproduction, utilisation, distribution or use for any purpose whatsoever of any part of the elements present on the Website, or the distribution of a simple or hypertext link, is expressly forbidden.

17. ENTIRE AGREEMENT

These Standard Terms and Conditions, the conditions of sale for the rate reserved by the Client, and the reservation confirmation contain the entirety of the obligations of the parties and constitute the confirmation of the Agreement including all the information under Article L. 221-5 of the French Consumer Code in the meaning of Article L. 221-13 of the French Consumer Code. The documents forming the contractual commitments between the parties are, in decreasing order of priority, the reservation confirmation, including the special conditions of the rate and the service reserved, which have been confirmed by the Client and these Standard Terms and Conditions. In the event of a contradiction between the reservation confirmation and the Standard Terms and Conditions, the provisions set out in the reservation confirmation validated by the Client shall alone apply to the obligation in question.

18. FORCE MAJEURE CIRCUMSTANCE

The Service Provider, the Château and the Client shall not be held liable for any non-fulfilment of their obligations resulting from a force majeure circumstance as defined in Article 1218 of the French Civil Code. It is expressly agreed that the force majeure circumstance shall suspend the performance of the parties' mutual obligations. Each of the parties shall bear all the costs incurred by it as a result of the force majeure circumstance.

19. COMPLAINTS

All complaints relating to reservations must be sent by the Client by recorded delivery with acknowledgement of receipt to the email or postal address of the Château, no later than fifteen (15) days following the last night's stay, on pain of foreclosure:

Château de Brou

Route de Brou

37800 Noyant de Touraine

chateaudebrou@esprithotelier.com

20. JURISDICTION

Disputes will not be examined by the consumer ombudsman if the consumer fails to demonstrate that it has first attempted to settle them directly with the professional through a written complaint in accordance with the terms of the agreement, if applicable. These Standard Terms and Conditions and the contractual relationship between the Service Provider and the Client shall be governed by the laws of France.

ANY DISPUTES ARISING OUT OF THE PURCHASE AND SALE OPERATIONS UNDER THESE STANDARD TERMS AND CONDITIONS IN RESPECT OF THEIR VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION, CONSEQUENCES AND EFFECTS THAT COULD NOT BE RESOLVED BETWEEN THE SERVICE PROVIDER AND THE CLIENT SHALL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF ORDINARY LAW.

The Client may bring action either before one of the territorially competent courts under the French Code of Civil Procedure or before the court of the place of its residence at the time of the conclusion of the contract or the occurrence of the harmful event.

However, the Client agrees to seek an amicable solution before taking any legal action. The Client is hereby informed that it may in any event use out-of-court mediation, in particular with the Tourism and Travel Ombudsman, whose contact details are as follows:

MTV Médiation Tourisme Voyage

BP 80 303 75823

Paris Cedex

Email: info@mtv.travel

For more information about the Tourism and Travel Ombudsman, the Client may consult the website: www.mtv.travel.

The Client is informed that it may go to the European platform for Online Dispute Resolution (ODR) between consumers and professionals
[\(https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage\)](https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage)

21. PRE-CONTRACTUAL INFORMATION

The Client agrees that, prior to confirming its reservation, it has been provided, in a legible and comprehensible manner and on a durable medium, with these Standard Terms and Conditions and all the pre-contractual information provided for in Articles L. 221-5 and L. 221-11 of the French Consumer Code, and in particular:

- the essential characteristics of the services, taking into account the communication medium used and the service concerned;
- the price of the service and its ancillary costs;
- in the absence of immediate performance of the agreement, the date or time by which the Service Provider undertakes to perform the service;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details and its activities, insofar as this is not apparent from the context;
- information about legal guarantees and how they are to be applied;
- the features of digital content and, where appropriate, its interoperability;
- the possibility of resorting to out-of-court mediation in the event of a dispute;
- the non-applicability of the right of withdrawal.
- information about the costs, if any, of using remote communication techniques, the existence of codes of conduct, any deposits and guarantees, modalities of termination, dispute resolution and other contractual conditions.