

General Terms of Sale

Bed & Breakfast « La Vieille Forge »

Version 2024

These general terms of sale describe the rules for the booking of a stay in bed & breakfast “La Vieille Forge”, Les Fricots, 58230 Gouloux, France. This document can be considered as a contract between La Vieille Forge SARL (801 578 816 RCS Nevers) and the client of the bed & breakfast.

Article 1 – Duration of the stay: The client rents one or more rooms for a fixed term and cannot, under any circumstances, claim any right to maintain on the premises.

Article 2 – Prices: Prices on the web site www.fricots.com are the only contractual prices. They include all taxes except tourist tax (La Vieille Forge does not pay VAT, French law article 293 B of the CGI).

Article 3 – Booking’s confirmation: Booking can be done by mail or by phone. Booking is definitive after reception of a deposit, cashed upon reception. The amount of deposit will be deducted from the total price of the stay. Deposit must be paid at least 5 working days after the booking request. Deposit amount is 25% of the total price of the stay.

The payment of the deposit can be done:

- By international bank transfer to the following beneficiary:
SARL La Vieille Forge, Les Fricots, 58230 Gouloux, France.
Banque: Crédit Agricole Centre Loire – Montsauche.
IBAN: FR76 1480 6580 0072 0043 6105 048
Code BIC: AGRIFRPP848
- By secure online payment. This method is mostly used in July and August to confirm the reservation instantly due to the high demand in this period.
- Online payment for non-European cards: please contact us. Different fees apply.

The payment of a deposit implies the acceptance of these general conditions of sale. Upon receipt of the deposit, you will be sent a confirmation email confirming the deposit. At this point reservation is confirmed & contractual. If the reservation is made by telephone, we commit ourselves to confirm the deposit by telephone or SMS.

Article 4 – Cancellation by the client: All cancellations must be made by letter or email addressed to <La Vieille Forge>.

- If the client cancels more than 21 days before the beginning of the stay, the deposit will be returned (with a deduction of 5 € for administration fees).
- If the client cancels less than 21 days before rental period, the deposit remains acquired.
- If the client does not show up before 7pm the day of arrival, La Vieille Forge reserves the right to dispose of their rooms. The deposit remains acquired and La Vieille Forge reserves the right to claim the balance of the price of accommodation.

- In case of shortened stay, the total price corresponding to the cost of the accommodation remains fully acquired as well as the additional services consumed.

Article 5 – Cancellation by the owners: If the owners cancel the stay for reasons beyond their control, they must inform the client as soon as possible by phone or email. The client will be refunded of the amount already paid.

Article 6 – Arrival time: The client must present himself the day specified by the booking and at the time mentioned below. The rooms are available from 4pm. Please notify us in case of arrival after 7pm. We do not accept arrival after 10pm.

Article 7 – Checkout time: The room is yours until 11am on the day of departure. After 12pm, La Vieille Forge has a right to charge for additional night. Only if the room is not reserved on your day of departure, a late check-out (until 3pm) is possible with additional fee of 20 € par room. Please check in advance.

Article 8 – Payment of the remaining balance: The remaining balance of the stay, consumptions, any additional services and the tourist tax should be paid at the time of check-out. A detailed invoice will be issued. The balance can be paid by:

- Cash.
- Check (only possible for customers resident in France).
- Credit card (Visa/Mastercard/Amex) per SumUP secured card reader. On your bank statement the transaction will be marked with "SumUp Vieille Forge" or equivalent.
- By secure online payment via Stripe Payments (Only for European cards)
- Online payment for **non-European cards:** A **5% fee** will be added to your final bill to cover Credit Card and Exchange rate fees.

In case of a prolonged long stay (more than a week), an invoice will be issued per week.

Article 9 – Tourist tax: The tourist tax is a local tax and is distinctly mentioned on your invoice. It is collected by La Vieille Forge and paid to the Treasury office.

Article 10 – Change of rooms: Without the client being able to claim any compensation, La Vieille Forge reserves the right to change the room originally reserved by the guest (if specified) for a room of the same or higher capacity. In such a case, the cost of the reservation remains unchanged.

Article 11 - Capacity: A reservation is defined for a certain number of persons. If, upon the day of arrival, the number of persons is higher, La Vieille Forge reserves the right to refuse additional persons. This refusal cannot be considered as a modification or breach of contract by La Vieille Forge. Thus no refund can be considered in case of the departure of a greater number of persons than those refused.

Article 12 – Breakfast: The breakfast is served when guests arrive from 8:30 am to 10 am in the common room (La Forge) or outside if the weather allows it.

Article 13 – Dinner: The dinner is served at 7:30 pm for all guests in the common room (La Forge). To allow enough time for grocery shopping it is required that clients reserve dinner at least 72h before the meal (if not already specified during reservation).

If you have reserved the dinner for the day of your arrival, please arrive before 7 pm. If you cannot arrive before 7 pm, please inform us before 6 pm, otherwise the dinner will be charged in full.

During dinner it is possible to drink your own bottle of wine that you have brought, but we will charge you a corkage charge (“droit de bouchon”) of 5 € per bottle.

Article 14 - Pets: For reasons of hygiene and tranquility of our guests, pets are not admitted in La Vieille Forge. If the client does not respect this clause, the owners reserve the right to refuse the client. This refusal cannot be considered as a modification or breach of contract by the owners. Thus no refund can be considered in the case of the departure of the client.

Article 15 – Behavior and use of premises: For the tranquility and wellbeing, we ask all guests to behave with a certain “art de vivre”. We would like to insist on the fact that we are a B&B and not a rental cottage that you occupy alone.

La Vieille Forge is entirely non-smoking, except the outside in front of La Forge and on the road. It is prohibited to smoke around the swimming pool. Guests are also asked not to eat in the rooms.

Picnic: On days where there is no dinner served by us, you are allowed to have a picnic either inside or outside after having asked for permission.

Children are under the sole responsibility of their parents/guides.

The client commits to leave the rooms in a perfect condition at the end of the stay and to declare, and to assume financially, any possible degradation for which the client is responsible.

La Vieille Forge will not accept any liability for loss, theft and/or damage or injury to property, goods, items and/or persons on the premises, and this for any reason.

Article 16 – Internet use: La Vieille Forge offers its guests a free Wi-Fi connection. The user is prohibited from using this service for purposes contrary to the regulations & laws in place.

In particular, it is prohibited to use the internet connection for:

- ✧ attempting to access other machines connected to the network
- ✧ Making illegal and unethical downloads
- ✧ Viewing & downloading large videos both legal and illegal (streaming/torrents)
- ✧ Sending mass e-mail (spamming)
- ✧ Attempting to gain unauthorized access to a computer (within and outside of La Vieille Forge)

By accepting these general terms of sale, the client certifies that her/his equipment (computer, tablet and telephone) has no virus and is protected by an up-to-date anti-virus. The client is responsible for her/his equipment. La Vieille Forge cannot be responsible for any loss, theft or damage.

Article 17 - Force majeure: By force majeure is understood any event external to both parties having a character both unpredictable and insurmountable that prevents either the customer or La Vieille Forge to ensure all or part of the obligations stipulated in the contract. This is particularly so in case of strike, insurrection, riot, prohibitions issued by the governmental or public authorities. It is expressly agreed that force majeure suspends the fulfillment of mutual obligations by the parties and that each party bears the costs arising therefrom.

Article 18 - Data Protection: In accordance with the law of January 6, 1978, you have the right to access and rectify data concerning you. The e-mail addresses or other personal information of which La Vieille Forge is the recipient are not exploited in any way and are only kept as long as needed for your stay. La Vieille Forge commits not to convey personal information to other companies and organizations.

The present general terms of sale are modifiable at any time without prior notice. Acceptance and respect of these general terms of sale are deemed acquired upon payment of the deposit.