

## Terms and conditions of sale

*These conditions are applicable for all the sales concludes with the Hotel La Pointe Cap Coz, 153 avenue de la Pointe du Cap coz in FOUESNANT. Hence, the client admits having taken knowledge of these terms and undertakes to comply with them.*

*These conditions of sale can be edited at any time, and the applicable conditions will be the ones in effect at the date of the order by the buyer.*

### **Article 1 – Rates**

The indicated rates are in €uros including VAT, and take heed of the VAT applicable on the booking day. Every change of the applicable rate, or every modification or introduction of new legal taxes by competent authorities, will automatically be passed on the indicated rates at the day of the billing.

The rates are per room, and for the number of people indicated, and according to the selected period.

The tourist tax, payable per day and per person (more than 18 years old), isn't including in the rate and must be paid directly in the hotel.

Some benefits may be subject to a supplement and be subject to changes without prior notice, not binding on the hotel.

No booked stay before the establishment of a promotional offer will be refunded, even partially.

### **Article 2 – reservations and means of payment**

The bookings can be made on the websites [www.hotel-capcoz.com](http://www.hotel-capcoz.com) and [www.logishotels.com](http://www.logishotels.com), by phone, email or mail.

The booking will be effective when it will be guaranteed by the client, by communicating a credit card number with date of validity, or by giving a deposit, and after having received a detailed booking confirmation.

The regulation of all services will be done directly at the hotel (except for reservations prepaid at the time of the booking).

The hotel reserves the right to refuse any booking in the case where the credit card number would be incorrect.

The bookings, whatever their origins, will be payable in euros only, by credit card (Visa, Mastercard, American Express), cash, check, cheque vacances, or cheque logis.

At the moment of the booking record, a debit authorization will be done. This will be done for information purpose, and it will, in no case be a debit of the account, except in the following cases:

- If the validity date of the credit card is prior to arrival
- If the arrival is superior to 89 days compared to the booking day.

The client is the only responsible of his choice of services, and of their adequacy with his needs, in such a way that the responsibility of SARL LE TORC'H can't be incurred.

### **Article 3 – Major force**

We hear by major force, every external event presenting an unpredictable and insurmountable nature, which prevents the customer in the performance of the trip, from performing all or part of the obligations provided for in the contract. This will also apply in case of the strike of means of transport, hotel staff, governmental or public riots.

### **Article 4 – Modification or cancellation of stay**

Every modification or cancellation of stay will have to be the subject of a request by email at [bienvenue@hotel-capcoz.com](mailto:bienvenue@hotel-capcoz.com) or by phone at 02 98 56 01 63.

The request will become effective when the hotel has confirmed its acceptance in writing.

In case of modification or cancellation, the following conditions apply (except for major force):

- For every request completed less than 72 hours from the date of arrival, the amount of the first night will be charged.
- In case of no show, the amount of the first night will be charged on your credit card.
- Every stay, once started, must be fully paid for.

For the bookings made on our partners' website, the cancellation must be made via this website. The conditions of cancellation which apply are specific to the partner and may be different from ours.

In case of extension of stay, the client will have to inform the reception before 10am the day of the departure, to know the availabilities.

### **Article 5 – Hotel and deliveries**

Dogs are accepted inside our hotel, with an extra charge which will be communicated to you during the booking, but they must be kept on a lead inside the hotel and in around the hotel.

Rooms are available from 12:00am to 12:00am. A supplement may be required if the client doesn't respect the maximal hour of departure. In case of arrival after 8:00pm, reception must be notified. The customer undertakes to have a good behaviour inside the hotel.

Any behaviour contrary to good morals and public order will lead the hotelier to ask the customer to leave the establishment without any compensation and without any refund if a settlement has already been effected.

### **Article 6 – Dislodgements**

In case of unavailability of the hotel La Pointe Cap Coz or in case of major force, the hotel reserves the right to accommodate the guest wholly or partly in an establishment of the same category, and offering services of same nature. The transfer will be at the expense of the hotelier, and no compensation will be paid.

### **Article 7 – Complaints**

All complaints must be addressed to the hotel by registered letter, within a maximum of 15 days after the departure date. After this deadline, no claim can be taken into account.

### **Article 8 – Computing and freedom**

The hotel La Pointe Cap Coz offers a Wi-Fi access. The user client agrees that the computer resources made available to him shall not be used in any way for the purpose of reproduction, representation, making available or communicating to the public works or objects protected by a Copyright, by a neighbouring right such as texts, photographic images, audio-visual musical works, software and video games, without the authorization of the holders of the rights provided for in Book I and II of the Intellectual Property Code when this authorization is required.

### **Article 9 – Responsibilities**

The security of goods and people inside the hotel is his own responsibility, however, the hotel cannot be held responsible in case of damage or theft concerning the cars parked outside the establishment.

The customer will be held responsible for any damage, degradation or vandalism, committed against the hotel and its properties. Therefore, the hotel can ask the customer to leave the establishment without any compensation and without any refund of the stay in progress, and to reimburse the damages caused by his acts.

#### **Article 10 – Governing law**

These general conditions of sale are governed by French law. The same applies to the substantive rules as to the rules of form. All disputes will fall within the exclusive jurisdiction of the French Courts.