

QUALITY CHARTER

Mr/Ms (1)

Address

Landlord of the accommodation with quality seal number

Address

Rental is subject to the following conditions:

ARTICLE 1: DEFINITION

Clévacances holiday accommodation is accommodation for rent in a resort or tourist area in the countryside, in the mountains, by the sea, in a spa or in a town.

Clévacances accommodation may be a detached house, a chalet, a flat in a private house, self-catering block or service block.

All accommodation must meet minimum conditions of facilities and habitability (Decree n° 87-149 of 6 March 1987) for which the Landlord is responsible.

The "Locations de France Clévacances" quality seal is awarded by name to each accommodation.

If these requirements are not complied with, Clévacances reserves the right to withdraw the quality seal, under conditions laid down in Article 6 of the Quality Charter.

ARTICLE 2: SERVICE TO GUESTS

Personalised service is provided by the Landlord or representative.

All endeavours will be made to facilitate guests' stay, movements and tourist information.

ARTICLE 3: CHARTER MEMBERSHIP

Charter membership is voluntary.

It involves for the Landlord (professional or not) non-membership of any other quality seal for the same accommodation.

The commitment is tacitly renewed each year, unless it is terminated either by the Landlord on the date the subscription reminder is sent, or by the departmental body. If financial aid is received, the Landlord undertakes to belong to Clévacances for a minimum period laid down by local authorities.

The Landlord awarded the Clévacances France quality seal will help promote recognition of this seal.

The financial conditions of membership are determined annually by the departmental Clévacances body.

The conditions of membership in Clévacances are contained in each department's standing orders.

Charter membership procedure:

- At the Landlord's request, the accommodation is inspected by the representative of the departmental Clévacances body, who may be accompanied by a representative of the local tourist office.
- The results of the inspection are submitted to the Préfecture for official registration, in accordance with the stipulations of the valid Ministerial Decree.
- The Landlord subsequently receives the Clévacances grading decision in writing.
- Any appeal against the grading decision must be sent by registered letter within one month of receipt. After that period, the grading remains valid until the following renewal inspection.
- If the "Locations de France Clévacances" Quality Charter is not complied with, grading will be withdrawn.
- After signing two copies of this charter, the Landlord will receive the documents establishing membership of the Locations de France Clévacances quality seal.

ARTICLE 4: CLÉVACANCES QUALITY GRADING

The Clévacances quality grading is displayed on two compulsory notices:

- An external sign.
- A certificate showing the grading and period of validity, clearly posted inside the door of the graded accommodation.

These notices remain the property of the departmental Clévacances body.

The seal is awarded for three years to all landlords who have signed the Quality Charter, on condition they comply with the Charter and pay the subscription, until the renewal inspection.

Any modification made by the Landlord to the accommodation, likely to affect the standard of the facilities, must be reported to the departmental Clévacances body (internal or external refurbishment, full-time rental, sale, etc.).

In case of any dispute, the Landlord and the tenant may appeal to the decision of the departmental Clévacances body, on condition the Landlord is in compliance with this Charter and the tenant has an accommodation contract and Clévacances description sheet.

Clévacances expressly reserves the right to sue for damages from any Landlord owning accommodations other than those awarded the Clévacances quality seal who in any way uses the documents and information received as a member of Clévacances to promote the non-Clévacances accommodation.

If the property is transferred or sold, the member-Landlord will report the fact to the relevant departmental Clévacances body, so that it can settle the financial arrangements and Clévacances requirements with the new Landlord.

After a renewal inspection, scheduled every three years, the departmental Clévacances body reserves the right to maintain or modify the grading.

ARTICLE 5: RENTAL - PRICES

Under the stipulations of the Quality Charter, the accommodation is rented by the week or weekend.

Prices include the accommodation rental and are reported each year to the departmental body approved by Clévacances to publish the catalogue. If, however, maintenance charges are not included, the Landlord undertakes to inform guests of the fact clearly and explicitly, and to invoice these charges separately.

For each rental the guest will be sent:

- a rental agreement
- a description sheet of the rented accommodation

Standard documents will be made available to the Landlord or representative by the departmental Clévacances body.

ARTICLE 6: REMOVAL OF QUALITY SEAL

The departmental Clévacances body reserves the right to remove the quality seal for any reason prejudicial to the moral and material interests of the network, and in particular:

- non-compliance with the prices reported to the departmental Clévacances body
- the member's refusal to have the accommodation listed in Clévacances advertising material
- non-payment of annual subscriptions and other dues
- one or more complaints from guests (according to seriousness)
- declaration of false information
- transfer of the accommodation to a third party
- non-compliance with undertakings, or with the current rules of the national federation.

On notification by the departmental Clévacances body of the removal of the quality seal, the undersigned is prohibited from making any form of reference to the "Clévacances France" quality seal, and may be prosecuted otherwise.

ARTICLE 7: UNDERTAKING

I, the undersigned,

- declare that I have read the "Locations de France Clévacances" Quality Charter and freely accept its terms;
- undertake to use the logo and publicise my membership and grading on any advertising material other than that produced by Clévacances, in compliance with the national Clévacances Quality Charter;
- agree to provide the departmental Clévacances body with any information required concerning the previous season (occupancy rate, origin of guests, etc.);
- undertake (except for *force majeure*) to make the premises concerned available to tenants each year;
- undertake to maintain the accommodation at all times at a quality standard compliant with the Clévacances Quality Charter;

The responsible bodies, for their part, undertake to invest the necessary resources to develop the "Locations de France Clévacances"

quality seal, in particular by publishing an annual catalogue, and to defend the interests of members.

This Charter is made in two copies.

Place Date

Signature of Landlord Signature and stamp of departmental
Clévacances body

(1) If the Landlord is a local authority or consortium, enter the name of the legal representative.

N.B. This version of the "Locations de France Clévacances" Quality Charter has been adopted by Clévacances France.

- This Charter applies to all Landlords of Clévacances approved accommodation (individuals, consortia, public authorities, etc.) who will be informed of any modification.
- Any fraudulent use of the Clévacances quality seal on documents bearing the logo for accommodation that has not received the seal or has had it removed will expose the Landlord to prosecution in the courts.

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