

## **General Terms and Conditions**

Please note the rental contract is drawn under French law – this translation is intended to convey the meaning of the General Terms and Conditions and is not a legal translation.

### **GENERAL PROVISIONS**

The rental contract is for short-term private accommodation rental only and does not apply to rental of long-term accommodation, or for professional or mixed use. Accordingly, the respective rights and obligations shall be governed by the terms of the contract and by the modified decree of 28 December 1976, and shall default to the provisions of the French Civil Code.

The property which is the subject of the contract shall be furnished and rented on a seasonal basis.

### **LENGTH OF STAY**

The rental contract is for a specified period and in no circumstances shall the Tenant invoke the right to remain on the premises for longer than the specified period.

### **PAYMENT**

To proceed with reservation of the accommodation, the Tenant shall return the contract, initialled on each page and signed, accompanied by a deposit of 30% of the total price of the rental and any additional services selected.

The balance of the rental price indicated in paragraph 3 of the contract and the balance of the additional services selected shall be paid no later than 30 days before arrival.

Reservations made less than 30 days before arrival shall be paid in full at the time of reservation.

In case of non-payment of the balance on the stipulated date and unless otherwise agreed between the Landlord and the Tenant, the contract shall be deemed to have been "cancelled". The property may be re-offered for rent and no refunds will be made.

"Cheques Vacances" are accepted as forms of payment.

### **DEPOSIT**

At the time of entry to the property at the latest, the Tenant shall pay a security deposit to the Landlord to cover damage and/or loss to the property, furniture and fittings caused by the Tenant, including loss of keys or other items.

The security deposit shall be returned to the Tenant within a maximum period of fifteen days after his departure, after deduction of appropriate amounts to cover damage and/or loss to the property, furniture and fittings caused by the Tenant including loss of keys or other items.

## **ASSIGNMENT AND SUB-LET**

The lease is made on a personal basis to the client identified in the contract.

Any assignment of the lease, any total or partial sublease, any provision, even free of charge, is strictly prohibited. The Tenant may not let the premises, even free of charge, to any person outside of his entourage.

## **INVENTORY**

An inventory of furniture, equipment and utensils available to the Tenant shall be delivered to the Tenant when he takes possession of the property at the start of the rental period.

If the inventory is not prepared and signed by the Landlord or his representative and the Tenant simultaneously, the inventory drawn up by the Landlord alone shall be given to the Tenant and shall be contestable by the Landlord for a period of 48 hours after his entry to the property.

In the absence of any objection by the Landlord in this period of 48 hours, the inventory made by the Landlord and given to the Tenant upon his entry into the property shall be deemed to be accepted without reservation by the Tenant.

An inventory shall be established by the Parties at the end of the rental period, each Party retaining a signed copy.

## **OBLIGATIONS OF THE TENANT**

- The Tenant shall use the rented accommodation in a peaceful manner and the furniture and equipment according to the purpose for which they are described in the lease and shall be liable for damages and losses that may occur during the contract period to the property of which he has exclusive use.

- The Tenant shall maintain the rented accommodation and shall leave it in a clean and proper condition at the end of the contract. If any objects in the inventory are broken or damaged, the Landlord may ask for replacement value.

- The Tenant shall not make noise likely to annoy the neighbours, especially those emitted by radio, television and others.

- The Tenant shall have no recourse against the Landlord in case of theft and/or damage in the leased property.

- The Tenant shall comply with the maximum number of people allowed to enter the property in accordance with the property description, unless he has the prior consent of the Landlord.

- The Tenant may not object to the Landlord or his agent visiting the property upon request.

## **TERMS OF CANCELLATION**

1. Cancellations shall be notified by registered letter.

2. Cancellation by the Tenant:

a) Cancellation more than 30 days before arrival, the deposit shall be forfeited.

b) Cancellation between 30 and 21 days before arrival date, 75% of the price shall be forfeited.

c) Cancellation less than 21 days before the arrival date 100% of the price shall be forfeited.

d) If the Tenant does not take up the lease within 24 hours of start of the rental period indicated on the contract, the contract shall be considered null and void and the Landlord may re-let the property if he so wishes.

e) If the stay is shortened by the Tenant, the balance of the rental price shall be forfeited. There shall be no refund.

3. Cancellation by the Landlord:

The Landlord shall repay all monies to the Tenant, as well as compensation at least equal to the expenses the Tenant would have incurred if the Tenant himself had cancelled at that date.

## **INSURANCE**

The Tenant has contracted a comprehensive insurance policy to guard against risks (water damage, fire, etc.). The Landlord may request a copy of the insurance policy from the Tenant at the time of entry into the property.

## **RIGHT TO TERMINATE**

In the case of failure by the Tenant to comply with his contractual obligations, the lease shall be automatically terminated. Such termination shall come into force 48 hours after a single warning by registered letter or letter delivered by hand which had no effect.

## **ELECTION OF DOMICILE GOVERNING LAW**

In case of dispute, the court of the domicile of the Landlord shall have sole jurisdiction. The contract and any attachments are subject to French law.