

# GENERAL RENTAL TERMS AND CONDITIONS

**INTRODUCTION:** The purpose of these General Rental Terms and Conditions is to stipulate the conditions for rental of the apartments managed by The Company. The Company undertakes to keep a copy of these General Rental Terms and Conditions for a period that complies with the regulations in effect and guarantees the access of the Tenant thereto.

**I. PRICE OF THE RENTAL:** The prices of the rentals are expressed in the currency indicated on the particular terms of the contract. They are calculated with the value added tax (VAT) applicable to rental services at the rate in effect.

**II. RESERVATION / DEPOSIT:** The provisional reservation of an apartment by The Company can be made with a deposit that must correspond to 50% (fifty percent) of the price of the rent. In the absence of payment of this deposit, The Company shall not be obliged to retain the reservation of the apartment.

**III. PAYMENT OF THE PRICE OF THE RENTAL:** The balance of the price of the rental, i.e. the price of the rental after deduction of the deposit already paid, shall be paid at the latest 30 (thirty) days prior to the day of the remittance of the keys.

**IV. GUARANTEE DEPOSIT:** A guarantee deposit shall be paid to The Company on the day of the remittance of the keys of the premises rented, in order to cover the eventual physical damage. The guarantee deposit shall be provided by a debit authorization taken by impression of a bankcard (Visa, Euro card/MasterCard) on the day of the entry into the premises. If no damage is noted at the expiry of the rental, the deposit shall be released to the Tenant at the latest 7 (seven) days after the latter has left the apartment. Failing this, the guarantee deposit shall be released within a period of 1 (one) month, after deduction of the costs of the rental repairs. In the event where the cost of the damage should exceed the amount of the guarantee deposit, The Company shall charge the difference.

**V. TOURIST TAX:** On the day of the entry into the premises, the locally applicable tourist tax shall be paid to the Company in order to transfer these amounts to the competent administration.

## **VI. PAYMENT CONDITIONS:**

The reservation deposit and the balance of the rental price are payable online by bankcard (Visa, Eurocard/Mastercard). For a secure payment online, the Tenant has access to the hosting server center of the secured solution of the bank. The bank ensures the security of the transaction when the Tenant has access to its hosting server center. The payment shall only be validated by The Company when the bank server shall given its authorization for the transaction.

The guarantee deposit shall be provided by a debit authorization taken by the impression of the bankcard (Visa, Eurocard/Mastercard) on the day of the entry into the premises. The tourist tax is payable by bankcard debit (Visa, Eurocard/Mastercard) on the day of the entry into the premises.

## **VII. CANCELLATION / NON-ARRIVAL / EARLY DEPARTURE:**

Minimum fixed fee indemnity: for every cancellation and notwithstanding the date of cancellation and the commencement date of the stay, the Tenant shall be held to pay to the Company a minimum fixed fee indemnity of two hundred and fifty (250) euro, dollar or pound sterling corresponding with the currency of the destination.

In case of cancellation of the reservation by the Tenant:

- Received by the Company between one hundred seventy nine (179) days and sixty (60) days before the commencement of the stay, the Tenant will be held to pay The Company 25% of the total net price of the rental, reduced by any eventual amounts already received and by the minimum fixed fee indemnity,
- Received by the Company between fifty nine (59) days and fifteen (15) days before the commencement of the stay, the Tenant shall be held to pay to the Company 50% of the total net price of the rental, reduced by any eventual amounts already received and by the minimum fixed fee indemnity,
- Received by the Company less than fifteen (15) days before the commencement of the stay, the Tenant shall be held to pay to the Company, the total net price of the rental reduced by any eventual amounts already received and by the minimum fixed fee indemnity.

Maximum cancellation costs: for every cancellation of a rental for a duration of thirty (30) days or more and without regards to the cancellation dates and the dates of commencement of the rental, the Tenant will be held to pay to the Company the maximum amount equal to the first thirty (30) effective days of the rental, reduced by any eventual amounts already received and by the minimum fixed fee indemnity.

**VIII. INVENTORY OF FIXTURES:** A general inventory of fixtures including a detailed description of the premises rented and of the furniture furnishing them shall be drawn up in the presence of the Tenant and The Company at the time of the remittance of the keys at the end of the rental. The Company shall remit a copy to the Tenant. If no inventory of fixtures has been carried out at the departure, the premises rented shall be assumed to be in the state in which The Company shall have found them after the departure of the Tenant.

**IX. SERVICES RELATED TO THE RENTAL:** 1) The Company shall welcome the Tenant on the day of his arrival at the address of the premises rented and at the time that shall have been agreed between them beforehand 2) shall be responsible for having the housekeeping carried out of the premises before the arrival and after the departure of the Tenant. In the event of renting for more than 8 (eight) days, The Company shall be responsible for having the weekly housekeeping of the premises carried out 3) The Company shall provide the Tenant with household linen (sheets, pillow cases and towels). In the event of renting for more than 8 (eight) days, The Company shall change the household linen every week. These services are included in the price of the rental stipulated in the rental contract.

**X. OBLIGATIONS OF THE COMPANY:** The Company undertakes to provide the Tenant with the accommodation rented in accordance with the description and to comply with the obligations resulting from these General Terms and Conditions.

**XI. OBLIGATIONS OF THE TENANT:** The Tenant undertakes to:

- Take the premises rented in the state in which they are at the time of entry into possession, as they shall have been described in the description provided on the Internet site they booked it from,
- Verify the accuracy of the inventory of the moveable items of the premises rented at his entry and to notify The Company if any anomaly and missing or damaged objects, as the case may be within 24 (twenty-four) hours from his arrival,

- Not to exceed the accommodation capacity of the apartment. The supplying of another bed is not allowed, except for babies' beds,
- To live responsibly in the premises, not to exercise a commercial, artisans or professional activity therein and not to deposit furniture therein except for linen and small objects,
- Not to bring any animal into the premises rented,
- Not to smoke in the premises rented,
- To use the property and its installations as a "responsible adult". The Tenant shall alone be responsible for any eventual disturbance to the neighborhood. The Tenant undertakes to use the furniture and the objects furnishing the property rented for the use for which they are intended and in the premises where they are located. He formally undertakes not to move them or remove them from the premises rented. The furniture and the moveable objects which, at the expiry of the rental, shall be missing, broken or shall have been made unusable, for a reason other than normal wear and tear, shall be replaced at the Tenant's expense. Similarly, in the event of abnormal deterioration of the wallpaper, curtains, carpets, covers, mattress, bed linen, etc., and/or of the property in general (inside and outside), the Tenant shall be liable for the cost of the rental repairs and/or cost of cleaning to be done,
- Entirely refrain from throwing down in the basins, bathes, bidets, sinks, washing sinks, W.C., etc., objects capable of blocking the pipes, failing which he shall be liable for the costs incurred for the repairing of these appliances,
- To immediately inform The Company of any damage or deterioration that has occurred in the premises rented even if no apparent damage may result there from,
- Allow The Company to enter the premises rented in order to provide the services related to the rental stipulated in Article IX of these General Terms and Conditions and/or to take any measures or execute any urgent works necessary to maintain the state of the premises rented.

**XII. PENALTY CLAUSE:** This rental terminates ipso jure at the expiry of the term stipulated by the rental contract, without it being necessary to give notice. If, at the expiry of the rental, the Tenant does not vacate the premises, for any reason whatsoever, he must pay The Company an indemnity per day later amounting to twice the daily rent until the complete vacating of the premises and return of the keys.

**XIII. RESPONSIBILITY OF THE COMPANY:** The responsibility of The Company cannot be involved in the event of thefts of or damage to personal belongings in the apartments. In the event of cancellation of the rental by the owner of the apartment, for any reason whatsoever, The Company shall be obliged to take every action to re-accommodate the Tenant in a property equivalent to that reserved for the same dates. In the event of impossibility of re-accommodation, The Company shall reimburse the Tenant for the amount of the rental already paid. The Company shall not be held liable for any temporary lack of equipment, electricity blackout, reduction or cutting-off of water not resulting from its action, for loss, breakage or injury pursuant.

**XIV. FORCE MAJEURE:** The Company shall not be held liable in the event of force majeure, i.e. natural disasters, fire, epidemics, war or total destruction of the property entailing the cancellation of the rental and/or the early termination thereof. The complete cancellation of the rental shall entail the termination of the rental contract and the reimbursement by The Company to the Tenant of the amounts already paid. The Company shall not be obliged to pay any compensation other than the reimbursement of the price of the rental. The early termination of the rental shall give rise to the reimbursement by The Company of the price of the unused rental term. Any force majeure, having no impact on the property itself, which would prevent the Tenant from arriving in the area of the rental, will not cause the cancellation of the rental agreement, and will not amount to a cancellation of the contract. The Tenant will be responsible for the full amount stipulated in the rental contract.

**XV. TERMINATION:** In the event of breach of any obligation whatsoever resulting from these General Rental Terms and Conditions, the Tenant must immediately leave the premises rented. The Company shall not be obliged to make any reimbursement whatsoever.

**XVI. GOVERNING LAW / JURISDICTION OF THE COURTS:** This rental contract and these General Terms and Conditions are governed by the law of the country of residence of The Company. In the event of a dispute arising concerning the performance or the interpretation of the rental contract and/or these General terms and Conditions, the Courts of the location of the apartment shall have jurisdiction. In the event where one of the provisions of these General Rental Terms and Conditions should be judged illegal, null and void or inapplicable for any reason whatsoever, it would be considered not to be part of these General Rental Terms and Conditions and it would not affect the validity or the application of the other provisions.