

RENTAL: GENERAL CONDITIONS

The tenant accepts the following conditions et recognizes that he/she is aware of the information concerning the situation, comfort, state of the reserved flat, after having asked any questions necessary, and having accepted the accommodation according to his/her aims, needs and particular requests.

ARTICLE 1 – ARRIVAL AND DEPARTURE DATE

1-1 Rental period begins on the arrival day at 5pm and ends on the departure day before 10 am, see article, 7-7. Arrival and departure days are determined in the rental: particular conditions document.

1-2 Keys are given to the tenant upon arrival. A deposit of **150 Euros** minimum is required from the tenant in case of loss of keys, as a new lock and keys will need to be made. In order to avoid any litigation, we cannot accept a copy of the accommodation key in the case of key loss.

1-3 The tenant must give the exact date and an approximate time of arrival to the landlord. This information is imperative if the arrival date is not the one given in the rental: particular conditions contract. If the tenant does not arrive on the given day and does not inform the landlord of his/her absence, then he/she loses his/her rental. In this case the landlord can immediately re-rent the accommodation according to his conditions. Arriving later than expected does not entitle the tenant to an extension to the holiday, as departure dates are fixed.

ARTICLE 2 – PRICE

2-1 The rental amount is fixed in the rental: particular conditions document. A deposit is needed for accommodation reservation, as stipulated in article 4 of rental: general conditions. By transferring a deposit the tenant gives a definitive acceptance if the payment is made within the agreed time period.

In the case of a bank transfer, the client must inform us on that day. Even if this is not the case, the transfer will be ineffective for all reservation and will be refunded as soon as possible.

There is, at this point, no possibility for the two parties to withdraw except in the case of a bank transfer.

2-2 The outstanding balance is then paid upon receipt of the keys.

2-3 Only one cheque can be accepted for the deposit. And the same condition applies to the outstanding rental balance.

2-4 A holiday-stay flat fee is applied to accommodation. This is received by the landlord when keys are given : 1,50 € per day and per person.

Exoneration : upon proof of age• under 18-year-olds

People benefitting from social security

Reduction : Members of large families with the official « family identity card ».

2-5 Should the tenant so wish, he/she can ask the landlord for a cleaner for the end of the holiday. In this case, the cost must be paid for by the tenant and is as follows:

studio	2 rooms	3 rooms	4 rooms	5 rooms
38 €	46 €	53 €	60 €	80 €

These cleaning costs will also be applied if the accommodation is left without having been cleaned by the tenant.

The same procedure is applied for any machines needing repair as stipulated in article 6 of the present rental: general conditions document.

ARTICLE 3 - CHARGES

The rental price includes expenses for water, electricity and heating.

ARTICLE 4 - RESERVATION

4-1 All requests for rental reservation must be accompanied by their respective bank transfer:

- 25 % of the total holiday price except for an all-inclusive flat in which case the deposit is 35 % one month before arrival
- 50 % of the total holiday price less than one month before arrival;
- 75 %, of the total holiday price less than fifteen days before arrival.

4-2 In the case of cancellation, regardless of the reason given, this deposit is non-refundable, as stipulated in article 9 of the present contract.

ARTICLE 5 – GUARANTEE DEPOSIT

5-1 For all accommodation rental, a guarantee deposit is required. The deposit is set at **500 Euros**.

5-2 This deposit is required upon arrival and is kept by the landlord during the holiday stay. It will be returned at checkout.

However the landlord reserves the right to keep the deposit for a period of two months maximum after checkout, as compensation for ; expenses and services not covered by rental price, any possible damage, in the case of the accommodation being returned dirty, etc... Should the deposit be insufficient, then the tenant is obliged to pay the difference.

5-2 The deposit given also covers supplementary goods hired or lent: linen, domestic appliances (washing machine, television ...), extra bed...

5-3 The tenants will not be able to enter the flat if the deposit has not be given upon arrival, even if the full rental price has been paid.

ARTICLE 6 – LANDLORD OBLIGATIONS

6-1 The landlord is required to supply clean accommodation. The accommodation is equipped with furniture, tableware, cooking utensils, cleaning materials, bed linen, and all these things must be clean and well maintained.

6-2 Due to seasonal difficulties in finding staff or a qualified company, the landlord declines all responsibility concerning the time period for repairs. The landlord will cover repair costs if deemed urgent during the holiday period. In the case of a technician or a company call-out requested by the tenant, all repair expenses and call-out rates linked to material bad usage are to be paid by the tenant.

6-3 The landlord cannot be held responsible for irregularities or a lack of supply for water, electricity, gas and telephone services, etc... Any interruption in these services does not warrant a reduction in rent or taxes, if these have not been caused willingly by the landlord.

In the same way, any roadwork, building sites, public or private demonstrations cannot be held against the landlord.

6-4 The landlord is not responsible for any difficulties within the neighbourhood.

6-5 The landlord agrees to facilitate access to the building, depending on weather conditions.

6-6 The landlord supplies a parking space for use by the tenant. If the latter has several vehicles, only one vehicle can use the place provided. The other vehicles must be parked in public car parks, either free or otherwise.

ARTICLE 7 – TENANT OBLIGATIONS

7-1 The tenant must behave responsibly and ensure the correct usage of accommodation, material and objects, whether rented or lent.

7-2 The inventory of all the objects contained in the accommodation is given to the tenant upon arrival. He/she is asked to check the inventory and to bring it back to the landlord within 48 hours with any observations necessary. After this deadline the inventory is deemed correct.

Upon checkout the inventory is checked. The tenant is required to return the flat in the same condition as upon arrival. He/she is required to put back all the objects in their original place as outlined in the inventory. He/she must refund any missing or damaged objects and is responsible for any damage occurred during accommodation rental. If this cost exceeds the guarantee deposit, then the tenant is responsible for paying the difference.

7-3 Unusual events (weddings, receptions...) must be agreed by the landlord.

7-4 The tenant may not, under any pretext, bring animals into the accommodation without permission from the landlord.

7-5 The tenant must abstain from using the sink, toilets, bath, and bidet... to dispose of any objects which will obstruct the sanitation system. Failure to do so will result in the tenant being responsible for the repair costs occurred.

7-6 Unless otherwise agreed by the landlord, the number of persons outlined in the contract cannot be exceeded, and the addition of extra beds is not permitted. In the case where the number of persons accommodated exceeds the number of beds in the flat, the landlord has the right to cancel the rental contract and the tenants will have to rent supplementary accommodation or else leave the rented accommodation without any refund.

In the same way, it is forbidden to set up tents in the garden or to park caravans.

If these rules are not respected, the landlord can apply a proportional compensation fee or take the money out of the guarantee deposit.

7-7 The present rental is seasonal and the tenant is required to checkout at the date and at the time stipulated in the contract.

During checkout a supplementary charge of 25 euros will be taken for every quarter of an hour after 10 am.

7-8 7-8 Any sub-letting of accommodation is forbidden.

ARTICLE 8 - INSURANCE

The tenant is obliged to take out insurance against any rental risks which may be occurred during his/her stay, and for which he/she may be responsible. The landlord reserves the right to ask for proof of insurance covering the accommodation.

In the case of a special all-inclusive Semaine Blanche holiday you can take out insurance for ski-lifts, valid in the case of loss or accidents (no refund will be given), directly from the ski-lift company : please bring your ski-pass, and ask for information at la Sté des Remontées Mécaniques. For the general conditions no refund or compensation will be met by the SCI l'ECHO DES MONTAGNES.

ARTICLE 9 — CANCELATION

9-1 In the case of cancellation, regardless of reasons given, the following fees are applied:

- If the cancellation takes place 30 days before arrival, the cancellation fees are fixed at 25 % of the total holiday cost.
- If the cancellation takes place between 30 and 15 days before arrival, the cancellation fees are fixed at 50 % of the total holiday cost.
- If the cancellation takes place less than 15 days before arrival, the cancellation fees are fixed at 100 % of the total holiday cost.

9-2 Whatever the reasons for cancelling, the tenant must inform the landlord by recorded delivery with proof of reception. The reception date of this notice will determine which cancellation fee will be applied. Any tenant who fails to inform the landlord will have to pay the total price of the holiday.

9-3 The landlord is in no way responsible for the loss or any additional expense due to delays or changes in train, boat, plane or other transport services caused by sickness, strikes, climate or other reasons. Any additional costs must be met by the tenant.

9-4 In the same way, any holiday interrupted or cut short will not warrant a refund.

9-5 No refund will be given due to climatic, pandemic or epidemic reasons. The tenant can take out special insurance from an insurance company.

ARTICLE 10 - RECLAIMS

Any possible reclaims concerning the accommodation rented must be formulated to the landlord within 48 hours of arrival accompanied by proof. After this time, any reclaims cannot be taken into consideration.

ARTICLE 11 - COMPETENCE

Any contestation with regards to the interpretation or execution of the contract comes under the jurisdiction of the Tribunal de Grande Instance de Thonon-les-Bains. The tenant declares that he/she has read all clauses and accepts them without any restriction or reserve.

Sir/Madam,

We confirm the reservation outlined below for the period and conditions for the price list indicated. We urge you to check our rental general conditions again.

ARTICLE 12 – CONTRACT VALIDATION DEADLINE

You must send back to us a copy of the contract signed and accompanied by the deposit before the date indicated on the reservation contract.

Without reception of your deposit and signed contract by this date, the option will be cancelled, and must be addressed to the SCI L'ECHO des Montagnes at the following address : SCI L'ECHO des Montagnes 377 Rte de Thonon, L' TOILE DU BERGER, 74390 CHATEL,

No other comment or crossing-out can be added without our agreement. After this date, the transaction becomes void.