



## General Terms of Sale

### Preamble

These general terms of sale (hereinafter referred to as the "GTCs") apply to the sale of seasonal rentals offered by the Isabella Lodge website (hereinafter referred to as the "Site").

The Site is operated by Isabella Lodge SARL, a SARL with a capital of 100,000 euros, registered with the Trade and Companies Register of RODEZ under the Siret number: 898 949 706 00011 (hereinafter referred to as the "Owner").

### Article 1 - Designation-Characteristics of the chalet, terms of stay

- Address of the accommodation: 6 Route de Bolquère –Lot N° 4-Lotissement de la Perche Montana lodge-66 210 BOLQUERE
- Date of construction: 2023
- Maximum number of people accepted in the accommodation: 14 people
- This accommodation is a NON-SMOKING accommodation.
- Pets are not allowed.
- The installation of tents or the parking of caravans or campers on the land of the accommodation is prohibited unless prior agreement with the Lessor.
- Designation of the private parts and equipment specific to the rented premises: A chalet, comprising an entrance-a living room - dining room - kitchen, 6 bedrooms including a dormitory and 1 bathroom and 5 shower rooms, 1 outdoor SPA area, 1 mezzanine with 1 games room, 1 gym, 1 sauna, 1 large garage with laundry room - ski-room-1 parking space with electric charging-4 outdoor parking spaces. Linen, bed linen and bath towels provided by the owner. End-of-stay cleaning included. The sleeping accommodation is for a maximum of 14 people.

### Article 2 - Legal Regime - Short Stay

The Host or Operator agrees to the Client, who agrees, a short stay, for the agreed period, accompanied by the provision of para-hotel services, within the furnished premises that are the subject of this agreement.

This stay is concluded for short periods, by night, by week or by month.

Given the para-hotel accommodation activity operated in the premises, the Client will benefit from the following para-hotel services:

- Welcome,
- Provision of linen (bed linen and towels),
- Regular cleaning of the premises.

The Client may also benefit from "à la carte" services, which are defined in Article 12 below.

The premises, which are the subject of the reservation, are made available to the Client fully furnished, so that the Client will have all the necessary facilities and equipment for their accommodation and the preparation of their meals, in optimal comfort conditions, and this, throughout the duration of their stay.

The stay is governed by this contract as well as by the non-contradictory provisions of Articles 1714 et seq. of the Civil Code. The Client not fixing his main residence in the premises that are the subject of this contract, the rental will not be subject to the law n ° 89-462 of July 6, 1989 and subsequent texts.

### **Article 3 - Designation**

The premises within which the stay will take place are designated in Article 1. It is recalled here that the Client will have the use of the premises, common spaces and equipment, subject to compliance with the internal regulations of the chalet. The Client will ensure that the peace of the neighbors is respected.

Furniture Equipment: The accommodation premises made available to the Client are fully furnished and equipped. A complete inventory of furniture and equipment is available in the rented accommodation.

All that is designated above constitutes "the premises" or "the accommodation" within the meaning of this contract.

as well as all the furniture that equips it, as well as the whole continues and behaves, without exception or reservation.

### **Article 4 - Duration - Arrival - Departure**

#### **Duration of stay**

The Client may not, under any circumstances, claim any right to remain in the premises after the end of the initial stay period specified in this contract, unless otherwise agreed by the Host.

The terms of cancellation or postponement of stays are defined in Article 11 below. The rental period may not exceed 30 days, which the lessee accepts.

#### **Arrival**

The stay begins, unless otherwise agreed, on the first day of the stay defined in this agreement at 4 p.m.

The Client must arrive on the specified day and at the agreed time. In case of late or delayed arrival, the Client must immediately notify the Host or his representative.

A representative of the Host will be present to welcome the Client, show him/her around the premises and inform him/her of all the practical details and how the various appliances and equipment work.

### **Departure**

The stay ends on the last day of the agreed period, as defined in this agreement, at 10 a.m. or at a time convenient to the Host or his representative after the return of the exit keys (check-out).

The Client must return the premises in the same condition as he/she found them (tidying up objects, putting furniture back in place, etc.), it being specified that a complete exit cleaning will be carried out on his/her departure. In addition, the Client may benefit from additional cleaning or laundry during his/her stay at his/her request, which will be invoiced separately.

### **Article 5 - Inventory of fixtures and fittings**

An inventory of fixtures, fittings and equipment will be provided by the Host to the Client at the beginning of the stay.

The Client must inform the Host of any difficulties as soon as possible and, if possible, within forty-eight hours of the keys being handed over.

After this period, the rented property will be considered to be complete and free of defects or damage on the client's entry.

If the inventory of fixtures and fittings is not carried out on departure, due to the client's choice or due to a departure time other than that initially provided for in the contract, the Host will unilaterally carry out the inventory of fixtures and fittings and return the security deposit within a maximum of one month after the Client's departure, in the absence of damage and subject to the inventory of fixtures and fittings being returned.

If the Host notices any damage, he must inform the Client within eight days, and the security deposit will be dealt with as described in Article 10 below.

The Host will endeavour, if necessary, to keep all evidence of any damage to the premises by photography or video and will provide the Client with proof.

### **Article 6 - Purpose - Use**

The premises described above are intended for short-term accommodation, excluding any professional, commercial or artisanal activity of any kind whatsoever; they are not suitable for group rental. The Client may not, under any circumstances, establish his/her main residence in the rented premises, for any reason whatsoever.

The Host undertakes to welcome the Client on the day of his/her arrival, in order to facilitate his/her installation, stay and discovery of the premises.

The Client shall enjoy the premises in a peaceful, serious and reasonable manner and shall make good use of them in accordance with the purpose of the premises. The Client undertakes to occupy the premises personally, for himself/herself and his/her family. He/she shall comply with the safety instructions given by the Host, particularly with regard to fire prevention. He/she must respect the capacity of the premises, otherwise the present contract may be terminated immediately.

The making available of the premises or subletting to third parties is prohibited, for any reason whatsoever, even free of charge, under penalty of termination of the contract, the full amount of the stay then remaining due to the Host as a fixed indemnity.

The Client must ensure that the neighbourhood is respected and kept quiet.

On his/her departure, the Client undertakes to return the premises as clean as he/she found them on arrival. In particular, he/she will ensure that he/she empties the refrigerator and dishwasher, lowers the heating, empties the bins and places them with any other rubbish in the containers provided for this purpose. The Client must have taken back all his/her personal belongings and effects. Otherwise, he/she will be deemed to have abandoned them.

The doors and windows must be closed. All the furniture and equipment listed in the inventory must be put back in the place it occupied on entering the premises. The Client undertakes to use and maintain the sanitary, electrical and heating installations in perfect condition. All repairs made necessary by negligence or misuse during the rental period shall be at the Client's expense, both in the premises and throughout the property.

The Client is prohibited from making any modifications to the premises or to the electricity and water installations existing in the rented premises for any reason whatsoever and undertakes to inform the Host immediately of any misuse of these installations, who may, if necessary, have any repairs carried out at the Client's expense.

## **Article 7 - Capacity of the premises**

The Client undertakes to respect the capacity of the premises in conditions of optimal comfort as described at the time of booking.

The Client must provide the Host, on first request, with all documents or evidence justifying the number and age of the occupants of the premises for the present stay.

## **Article 8 - Price of the stay**

### **8.1. Price of the stay**

The price of the stay is indicated on the Website and is expressed in euros, all taxes included (TTC).

The price of the stay includes:

- Rental of the Chalet
- Linen (bed and bath linen)
- End-of-stay cleaning

The price of the stay does not include:

- The deposit
- Optional services (grocery delivery, daily cleaning, ski equipment rental, ski lessons, massages, beauty treatments)
- Insurance

The price of the stay shall be payable under the following conditions: Payment in 2 instalments without interest

- 30% of the price of the stay shall be paid by the Client as a deposit on the date of this agreement
- The balance, i.e. 70%, will be paid by the Client no later than 21 days before the handover of the keys (check-in)

It is specified that the price of the stay is automatically subject to VAT in view of the provision by the Host or his representative of at least three of the four para-hotel services provided for in article 261 D 4° b) of the French Tax Code (reception, provision of linen, regular cleaning of the premises, breakfast service). These services must be provided under conditions similar to those of professionally operated hotel establishments, and in accordance with the procedures laid down in administrative doctrine (BOI-TVA-CHAMP-10-10-50-20-20120912).

The Host expressly declares that he/she has opted for VAT liability and waives the franchise on the basis, in accordance with the provisions of article 293 F of the French Tax Code. The Host will therefore invoice the Client for the amount of the tax, at the applicable rate in force. This tax must be paid to him/her at the same time as the price of the stay itself, in accordance with the terms and conditions and penalties provided for in this contract.

If the Client delays his/her arrival, he/she must inform the Host in advance and send him/her the balance of the price of the stay for the originally scheduled start date of the rental, otherwise the stay may be cancelled at his/her sole expense, as the Host may see fit.

## **8.2. PAYMENT TERMS**

The rent and any additional services are payable by bank transfer (see bank details below), by cheque to the Lessor's address or by credit card on the website. Bank details (RIB) of the Lessor:

Beneficiary: SARL ISABELLA LODGE

Bank: Crédit Agricole Nord Midi Pyrénées

Bank Code: 11206

Account number: 00744631726

RIB key: 44

IBAN:FR76 1120 6000 2300 7446 3172 644

BIC: Branch code: 00023

RIB key: 44

BIC: AGRIFRPP812

The Lessor will issue a receipt to the Lessee for any payment made.

### **Article 9 - BOOKING**

In order to book the accommodation, the Lessee returns the agreement sent paraphed on each page and signed on the last page. A deposit has been paid in accordance with the payment terms defined in article 8.1.

### **Article 10 - Security deposit**

The amount of the security deposit handed over by the Client to the host or operator at the latest on the day of the handing over of the keys (check-in), is fixed at 4000 Euros.

In order to cover any loss or damage that may be caused to the installations, objects, furniture or other, the Client undertakes to hand over to the Host, at the latest on the day of the handing over of the keys, a security deposit (in addition to the price of the stay).

It will be returned within a maximum period of one (1) month after the Client's departure date, after deduction of the amount of repairs for damage and the replacement of lost or damaged items.

The amount is determined by mutual agreement between the Host and the Client on the basis of the value of the damaged or destroyed goods, upon production of an invoice by the Host.

In case of dispute, an estimate will be drawn up by a qualified person, at the request of the Host, and will be considered as an agreement on the value of the cost of replacement or repair of the lost or damaged goods.

This security deposit may not in any case be considered as a contribution to the payment of the price of the stay.

### **Article 11 - Cancellation and postponement of the stay**

#### **Cancellation**

Any cancellation of the stay by the Client must be brought to the attention of the Host as soon as possible, by letter, email or directly through the website. In any case, it is agreed that in case of cancellation:

- On the part of the Client:
  - Full refund in case of cancellation up to 30 days before arrival.
  - If the reservation was made less than 30 days before arrival, full refund for any cancellation made within 48 hours of the reservation and at least 14 days before the

arrival date. Beyond that, a 50% refund applies up to 7 days before arrival. No refund will be made after this period.

- Unless 30 days before arrival or without presenting himself on site, the client loses 100% of the total amount of the stay.
- On the part of the Host, the Client will be fully and immediately reimbursed for the sums paid, except for the right to claim compensation for any actual damage suffered in case of cancellation without reason.

## **Postponement**

In case of legitimate and serious impediment, the Client may ask the Host to postpone the dates of his stay.

In this case, the Host will be free to accept or refuse this request in consideration of the periods and booking schedule of the premises.

If no postponement can be proposed to the Client, the cancellation conditions of the stay referred to above will be applied, in particular with regard to the sums already paid by the Client.

In case of agreement between the parties on a solution to postpone the initially planned stay, no compensation or indemnity will be due by the Client for this change. However, it is specified that the new stay will be governed by and subject to these terms and conditions, particularly with regard to the payment of the price of the stay and the cancellation conditions..

## **Article 12 - Equipment and facilities - Para-hotel services**

**Equipment and Facilities:** It is specified that the Client will remain solely responsible for the use of the equipment and facilities of the premises and must take all necessary precautions to ensure, in particular, the safety of children and vulnerable persons whom he may have brought onto the premises. The Host may not in any case and under any pretext be held liable or guaranteed in this respect.

The conditions of use of the appliances and various equipment (televisions, household appliances, etc.) must be strictly respected by the Client, his beneficiaries and assigns, so that the Host is never sought after or worried about this matter.

**Para-hotel services:** The following services and benefits are included in the price of the stay:

- Reception,
- Provision of sheets, towels and other household linen,
- Cleaning of the premises: full cleaning on arrival and departure.
- Laundry (washing machine and dryer, the client is responsible for the cleaning products detergent, etc., ...),
- Provision of ironing board and iron
- Provision of children's beds
- Provision of high chairs for children

The Client may, in addition and subject to additional invoicing according to the price list of the Host or his representative, benefit from the following "à la carte" services:

- Additional cleaning, regularly during the stay on option and on reservation 24 hours in advance at a price of €30 per hour.
- Additional provision of household linen regularly during the stay on option at a price of €30 per room for a change of sheets and €30 for a change of bath linen per room.

The Client will also benefit from free wifi access in the rented premises.

### **Article 13 - Insurance**

The client is required to provide the Owner with a Holiday Insurance Certificate, stating "holiday civil liability" at the address of the rented property (6 Route de Bolquère – Lot N° 4- Lotissement de la Perche Montana lodge-66 210 BOLQUERE Without this certificate, it will be impossible for us to validate the agreement sent to the Client for signature. The reservation will be automatically cancelled and the Owner will keep the sums paid as compensation. The Client is responsible for any damage caused to the Chalet during his stay, both to the premises and the furniture, and he will be required to reimburse them on presentation of invoices.

### **Article 14 - Natural risks and pollution:**

The Client expressly acknowledges having taken cognizance of and declares to be duly informed of the natural risks listed for the commune of the location of the premises, the subject of this lease, in accordance with the provisions of Article L. 125-5 of the Environmental Code.

### **Article 15 - Video surveillance**

#### **15.1. Presence of cameras**

The Chalet is equipped with an outdoor video surveillance system to ensure the safety of property and persons.

The cameras are installed outside the Chalet, so as not to film the occupants' private areas.

The images recorded by the cameras are stored on a secure server and are only accessible to a limited number of authorized persons.

#### **15.2. Information and consent**

By accepting these general terms and conditions of sale, the Client acknowledges having been informed of the presence of an outdoor video surveillance system at the Chalet.

### **Article 16 - Resolutive clause**

It is expressly agreed that in case of non-performance by the Client of any of his/her obligations hereunder, and in particular, in case of non-payment of the full price of the stay or of his/her consumption, and of non-compliance with the accommodation capacity of the



rented premises, and more generally, of non-compliance with any of the obligations defined herein, the Host shall have the right to terminate this contract ipso facto.

This termination shall take effect, as the Host may deem fit, immediately after the occurrence of the first fault or misconduct of the Client, without the need for any legal action.

### **Article 17 - Conciliation - Disputes**

In case of dispute, difficulty or contestation on the occasion of the execution, interpretation or termination of this contract of stay and para-hotel accommodation, the parties shall make every effort to find an amicable solution to their dispute. To this end, they undertake to meet at the initiative of the most diligent party in order to examine the conditions and modalities of implementation of any possible amicable settlement.

If, however, at the end of a period of two (2) months from the request of the most diligent party, no agreement has been reached, each of them shall have the right to seize the courts having material and territorial jurisdiction.

### **Article 18 - Computer processing of information**

"The Lessor or his agent is expressly authorized to:

- enter the information included in this act on a computer file: in accordance with the law of 6 January 1978, the tenant has a right of access and rectification to be exercised with the agent: the modalities of implementation will be fixed by mutual agreement".

### **Article 19 - INTERNET TRUST CHARTER**

We remind you of the terms of the HADOPI law: No illegal downloading of works protected by copyright, but also no visits to sites with prohibited content such as pornography, pedophilia, racism, incitement to violence, attacks on human dignity. By these presents, the Lessee undertakes to respect the terms of this Hadopi law. The Lessee undertakes to respect this charter and releases the Lessor from any liability concerning the use he will make of the internet directly or indirectly. The wifi access code is personal and cannot be transmitted to a third party without the Lessor's agreement.

### **Article 20. SUMMARY OF FINANCIAL CONDITIONS**

1-"30% deposit upon booking,

2-70% due 21 days prior to arrival."

- **Date and amount of the security deposit:** 4 000 Euros at the arrival

**PLEASE ENCLOSE PROOF OF INSURANCE COVERING CIVIL LIABILITY FOR THE RENTAL PROPERTY.**

Done in duplicate in Bolquère, on

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Signature of the Host:  
statement: "Read and approved"

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**Last Name**

Signature of the Guest: Handwritten  
Handwritten statement: "Read and approved"

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**First Name  
First Name Last Name**