

GENERAL TERMS AND CONDITIONS

RENTAL OF TOURIST FURNITURE

LEGAL NATURE OF THE CONTRACT

The contract is subject to the status of furnished tourist rentals. Rentals are concluded as temporary residences. The premises may not be used as a primary or secondary residence. The tenant may not regularly or occasionally carry out any commercial or professional activity there, unless agreed with the owner.

The tenant may not rely on the legal provisions applicable to residential leases, in particular with regard to remaining on the premises.

In the event that illegal or harmful activities in terms of neighborhood (lack of hygiene, noise pollution, aggressiveness, etc.) are suspected or observed, the owner reserves the right to cancel the stay outright. In this specific case, no refund of the sums paid will be made.

DURATION

The tenant accepting the contract, concluded for a period determined by the reservation, may not under any circumstances claim any right to remain in the premises upon expiry of the period initially provided for in this contract.

PAYMENT

The reservation becomes effective when the tenant returns a copy of the contract accompanied by the amount of the deposit, including the rental price, tourist tax and cleaning fee, before the date indicated on the contract.

- Effective reservation following payment of the 30% deposit
- The balance of 70% and the security deposit are to be paid 20 days before the arrival date.

Note: the amount of the sums required as a security deposit before the rental (deposit) cannot exceed 30%.

ARRIVAL AND DEPARTURE

The arrival and departure time slots are:

Arrival from 4 p.m./Departure before 10 a.m.

The final times will be decided by the owner.

INVENTORY OF FIXTURES

The accommodation contains dishes, furniture, bedding, household appliances, etc., all clean and in good condition, as indicated in the inventory of fixtures and inventory.

The inventory of fixtures and inventory are carried out jointly at the beginning and end of the stay by the owner (or his representative) and bear the signature of both parties. These documents constitute the only references in the event of a dispute concerning the rented premises.

The tenant must check the inventory of fixtures and inventory as well as the proper functioning of household and sanitary appliances upon arrival. The installations are in working order and any complaint concerning them arising more than 24 hours after taking possession of the premises will not be accepted. Failing this, the accommodation will be deemed to be in good condition and the inventory of fixtures and inventory as being in accordance with reality.

In cases where the inventory cannot be carried out :

- In the event of late arrival: an inventory and inventory will be made available to the tenant, he must report any anomalies, missing items or damage not indicated, by email, within 24 hours of his arrival.
- In the event of early departure preventing the inventory from being drawn up on the day of the tenant's departure, the owner (or his representative) will carry out the inventory and inform the tenant within one month of the return of the security deposit.

Furthermore, the state of cleanliness upon the tenant's arrival must be noted in the inventory. Cleaning of the premises in normal use is the responsibility of the owner. In the event of abnormal use of the premises, or exceptional dirt, cleaning costs (20€/hour) will be re-invoiced to the tenant.

Any presence of odor (cigarette or vaping) will be billed 200€.

SECURITY DEPOSIT (DEPOSIT)

A security deposit of 600€ is requested by the owner.

After the contradictory establishment of the exit inventory, this deposit is returned to the tenant no later than 1 month (except in exceptional cases, for example owners' vacation) after the tenant's departure, unless a deduction is made.

In the event of a deduction:

When the tenant leaves, the inventory and the state of cleanliness will be checked by the owner. The tenant is held responsible for any broken or damaged object, any deterioration, and any damage that may be caused to the facilities during the duration of their stay.

The owner will be entitled to claim from the tenant the full value at the replacement price of objects, furniture or equipment that are broken, cracked, chipped, stained, missing or damaged and those whose wear exceeds normal for the duration of the rental, the price of cleaning duvets returned dirty, compensation for damage of any kind concerning curtains, walls, ceilings, carpets, floors, windows, sofas, bedding, household appliances, stoves, terrace, etc.

If it is necessary to carry out any repairs, to restore the premises to their original condition or to replace an object, the amount withheld from the security deposit will be supported by an invoice or any other document.

If the deposit is insufficient, the tenant agrees to make up the difference, on the basis of supporting documents provided by the owner.

USE OF THE PREMISES

The tenant uses the rental in a peaceful manner and makes good use of it, in accordance with the intended purpose of the premises.

The tenant agrees to occupy the premises personally, in accordance with the number of people expected, to live there "as a good father" and to maintain them. The tenant ensures that the peace and quiet of the neighborhood are preserved.

The tenant agrees to read the instructions and to respect them (no smoking inside, unauthorized parties, noise pollution outside in accordance with neighborhood rules, etc.).

The rental concluded between the parties to this deed may not under any circumstances benefit, even partially, third parties, natural or legal persons, unless the owner agrees in writing. Any violation of this last paragraph would be likely to result in the immediate termination of the rental at the tenant's expense, the rental proceeds remaining definitively acquired by the owner.

The tenant may not oppose the visit of the premises, when the owner or his representative so requests.

The tenant agrees to return the apartment upon departure in the condition in which he found it.

NUMBER OF OCCUPANTS

The number of tenants cannot exceed the capacity – maximum 7 people, including babies or children sleeping in travel cots. The number of tenants actually present must correspond to the number indicated in the contract. In the event of non-compliance, the rental will be cancelled and the cost of the stay remains the responsibility of the tenant.

ANIMALS

Pets are not accepted.

INSURANCE

The tenant is responsible for all damage and deterioration caused by him, as well as any loss of equipment.

The tenant agrees to insure against rental risks (fire, water damage, etc.) and personal injury, and against damage of any nature likely to incur his liability.

The tenant declares that he holds private life liability insurance covering the holiday risk (holiday rental). The owner requests an up-to-date insurance certificate before each rental. Failure to insure, in the event of a claim, will give rise to damages.

The owner undertakes to insure the accommodation against rental risks on behalf of the tenant, the latter having the obligation to notify him, within 24 hours, of any damage occurring in the accommodation, its outbuildings or accessories.

LIABILITY

The owner cannot be held liable for damage or theft of personal belongings in the accommodation or in outdoor areas.

The owner cannot be held liable for unforeseeable circumstances of force majeure or nuisance that disrupt, interrupt or prevent the stay.

Minors under 18 are under the sole and complete responsibility of their parents for the entire duration of their stay.

Tenants must not enter areas marked as private (garage door parking, cellar, cupboards, etc.).

The owner cannot be held liable for damage caused to tenants' vehicles in the event of bad weather (snowfall, storm, etc.).

CANCELLATION BY THE TENANT

Modification: If the tenant wishes to modify his reservation, once it has been confirmed, the owner will do his best to satisfy him. In the event that this proves impossible, the tenant may request the cancellation of the reservation which will be subject to the cancellation conditions listed below.

Cancellation before arrival on the premises: Any cancellation must be notified to the owner, by registered letter or email with acknowledgment of receipt.

- Cancellation more than 15 days before the start of the stay: the deposit remains acquired by the owner
- Cancellation less than 15 days before the start of the stay: the deposit and the balance remain acquired

If the tenant does not come forward within 24 hours following the indicated arrival date, the contract becomes null and void and the owner can dispose of the apartment. The deposit and the balance remain acquired by the owner, no refund will be made.

If the stay is shortened, the rental price remains acquired by the owner. No refund will be made, except for the security deposit.

It is advisable to take out cancellation insurance with your insurance company, in order to be insured against cancellations or interruptions of your stay.

CANCELLATION BY THE OWNER

The owner will refund the tenant all amounts paid in advance.

COMPLAINTS AND DISPUTES

Any possible complaint during the tenant's stay must be reported immediately to the owner or his representative in order to resolve the problem as quickly as possible. The tenant may not claim any compensation in the event of urgent repairs that need to be carried out during his stay inside the accommodation.

If the complaint concerns the condition of the premises or the inventory of the rental, it must then be made, in writing, within 24 hours of arrival. The owner and the tenant must promote an amicable settlement. For other disputes, the tenant may refer the matter to a representative body without any time limit. Any complaint relating to the rental will be handled by the competent Court.