



## **GENERAL SALES AND TERM CONDITIONS OF THE RENTAL CONTRACT**

### **1/ FORMATION OF THE CONTRACT**

This contract only becomes firm and definitive after the deposit of 25% of the rental has been cashed. Once the reservation has been made, any change of apartment will entail the loss of the deposit which will be paid to the landlord. 30 days before the arrival date, the lessee will pay the balance of the rental. For any contract made less than one month before the beginning of the holiday, the full rental due must be paid on receipt of this contract. The lessee may take possession of the premises from 5.00 p.m. at the earliest on the day the rental period begins and will vacate the premises no later than 10.00 a.m. on the day the rental period ends

### **2/ SECURITY DEPOSIT**

The security deposit is paid to cover damage which may be occasioned to the rented property and to furnishings and other items in the rented property. It will be destroyed 15 days after the lessee's departure after deduction of any items that have been replaced, any costs incurred in putting the property back in order, additional cleaning and the amount of utilities consumed. If the amount of the security deposit is insufficient, the tenant undertakes to pay the additional sum.

### **3/ OBLIGATIONS OF THE TENANT**

Tenants must arrive during the opening hours of the agency. In the case of any arrival or departure outside these hours, the lessee undertakes to inform the agency in order to arrange the handover of the keys; otherwise the lessee will be unable to take possession of the rented premises until the following day without being entitled to any compensation.

An inventory and description of the premises, which have been inspected in advance by the lessor, will be handed over on arrival. The lessee undertakes to check them, notify the lessor of any anomalies and to return them within 72 hours at the latest. No claim will be considered beyond this time limit. These documents will serve as an inventory between the 2 parties.

Furniture and furnishings must not be damaged beyond the normal wear and tear caused by the normal usage for which they were intended. Those which, at the end of this rental period, are missing or out of order due to anything other than normal usage will have to be paid for or replaced by the lessee with the owner's or his/her agent's agreement. This clause also applies to wallpapers, wall coverings and to the building in general.



The amount retained will be whichever of the following apply: the value of the broken or damaged items, the price of washing or cleaning rugs, blankets, mattresses, bolsters, pillow protectors or bedding which have been stained.

The lessee is required to use the furniture and furnishings for the purpose for which they were intended and in the places where they are found. It is formally forbidden to remove them from the rented premises.

The lessee must refrain completely from putting into the washbasins, baths, bidet, sink, washtub, WC, anything liable to obstruct the drains, in which event he/she will be liable for the costs involved in returning these items to working order.

Subject to cancellation of the lease, the lessee may not in any circumstances sub-let or sell his rights without the express consent of the lessor. The rented premises must not under any pretext be occupied by a greater number of persons than that shown in this contract.

The lessee may not bring any animal into the rented premises, even briefly, without the agreement of the agency.

Where the rented premises are in an apartment building, the lessees as occupants of the premises must comply with the regulations of the building, of which they acknowledge having been advised. It is expressly forbidden to hang washing out of the windows or on the balconies.

Should the lessee renew the rental, with or without a break, the lessee undertakes to sign a new contract and to pay the rental on the date of renewal.

The lessee must, within 24 hours of taking possession, inform the agency of any anomaly observed.

The tenant is required to carry out the cleaning before vacating the premises and return the accommodation in a perfect state of cleanliness. Should this not be the case, cleaning costs will be at his/her expense and will be deducted from the security deposit.

If the rental includes internet access, the tenant undertakes not to use it in violation of French law.

They also undertake notably:

- not to use this access for the purposes of reproduction, representation, provision or broadcasting to the public works or objects protected by copyright or any related right –such as texts, images, photographs, musical works, audio-visual works, software or video games – without consent,
- not to use illegal download software,
- to abide by the security policy established by the lessor as well as the regulations for the use



of the internet and of information technology equipment.

The tenant is advised that non-compliance will render them liable to a charge of forgery (paragraph L. 335-3 of the intellectual property code).

#### **4/ OBLIGATIONS OF THE LESSOR**

The lessor is required to hand over the rented premises to the lessee in accordance with the description and to fulfill the obligations outlined in this contract.

#### **5/ INSURANCE**

The lessee is required to take out insurance with an insurance company against the risks of theft, fire and water damage, in respect of his/her rental risks and for the furnishings rented and for claims from neighbours and to provide proof when requested by the owner or his/her agent. Accordingly, the latter do not accept any responsibility for any recourse that their insurance company may exercise against the lessee in the event of a claim.

#### **6/ PRICE**

The lessee having paid the deposit on the rental undertakes to take possession of the premises at the handover established by the rental contract and to pay the balance of the rental one month before the arrival date whatever may arise; illness, accident or unforeseen event.

Should these conditions not be fulfilled, the agent will have the right to re-let immediately the premises covered by this contract. However, the lessee will still be required to pay the balance of the rental. If it is possible to re-let the premises, only the loss sustained by the landlord and the agent's commission remain at the defaulting lessee's expense.

Conversely, should the landlord not make the premises available, compensation equivalent to the amount of the deposit will be due to the lessee.

The amount of the rental stipulated in this contract includes:

- the rental itself of the accommodation equipped in accordance with the description in your possession,
- heating costs, consumption of hot and cold water, electricity (except during the season when electricity is at the tenant's expense).

In addition to the amount of the rental, the tenant will be responsible for:

- telephone costs (the cost of calls will be deducted from the security deposit following a meter reading), any firewood, cancellation insurance (if appropriate), bank charges in respect of cashing cheques drawn abroad. Local tourist tax is payable in addition to the prices shown.

#### **7/ CANCELLATION**



7.1 In the event of cancellation for whatever reason, the deposit will be paid to the landlord by way of compensation. Cancellation fees amount to 200€ inclusive of all taxes.

7.2 In case of impossibility for the lessor to make available the rented property, the lessee will receive as compensation twice the deposit paid to the reservation for its accommodation only, excluding all amounts paid in respect of other services and services stipulated in the contract. Cancellation by the lessee results in the retention of the deposit paid by the lessee to the lessor as compensation.

7.3 In the context of an "ALL INCLUSIVE", the services ordered cannot be cancelled or modified except for accepting an increase in the rental price, the "ALL INCLUSIVE" benefiting from a special discount rate.

7.4 A departure during the stay will not allow any refund. The amount of the rental and additional services included or not will be granted to the lessors.

7.5 If the policy holder takes out cancellation insurance, the amounts paid will be refunded according to the conditions set out in the insurance policy attached to this contract.

## **8/ CANCELLATION POLICY REGARDING STAY BOOKED DURING THE PERIOD FROM 05/12/20 TO 30/04/2021:**

The terms and conditions of paragraph 8 prevail over the terms and conditions of paragraph 7 (see above), if the stay is made impossible:

1. By measures binding the tenant or the lessor in the fight against the COVID 19 epidemic : lockdown, mobility restrictions, prohibition of secondary residence stays, or any kind of measures taken by the French authorities and/or by those taken by the tenant's country of residence,
2. By a COVID contamination of the tenant or one of the participants in the stay (medical certificate required),
3. By the statement, from the tenant or one the participants in the stay, to be a contact of someone who has been tested positive for COVID 19 (medical or administrative certificate required).

Both contracting parties agree:

8.1 Cancellation from the lessor : the tenant won't be entitled to claim any kind of compensation (financial or others).

8.2 Cancellation from the tenant : the lessor will refund the tenant with the whole amount of the transferred money with the exception of the extra services which will be refunded according to the service provider's terms and conditions, administrative costs and the amount paid for the cancellation insurance.



If the cancellation occurs during the stay, the refund will be calculated in proportion to the number of nights spent in the rental accommodation.

The tenant or the lessor will let his co-contractor know, as soon as possible, if it is impossible for him to respect the terms of the contract.

The amount of money already transferred by the tenant will be refunded as quickly as possible from the moment of the notification of impossibility to fulfill the contract obligations.

**These terms and conditions do not apply:**

1. When the causes of the refund request are known at the time of the booking (lockdown, closed borders, quarantine in the home country, ...).
2. If the cancellation is due to the compulsory closing COVID measures of infrastructures such as swimming pool, SPA (sauna, hammam, jacuzzi), gym. In this case, no refund or discount can be granted.
3. **For the rental contracts between the tenant and intermediaries (tour operators, travel agencies, associations, sports clubs, etc...). In this case, the intermediate terms and conditions apply.**

Reminder : the lessor and the tenant are allowed to cancel the stay if the local, national or international COVID sanitary situation make the contract terms and conditions impossible to be fulfilled. This will be the case in the following situations (non exhaustive list):

1. Mobility restrictions, measures taken by the French authorities, by the tenant's country authorities, on a local, national or international scale, due to the occurrence, active spreading or diffusion of an epidemic making the access of the rental place impossible for the duration of the stay;
2. The administrative closure of the rental place dictated by the authorities, due to the occurrence, active spreading or diffusion of an epidemic for the duration of the stay;
3. In the case of an objective difficulty for the lessor due to the occurrence, active spreading or diffusion of an epidemic, mobility prohibition or restrictions taken by the authorities, including, for example, the impossibility for the lessor's employees to move, their right of withdrawal, the inexecution from the lessor's providers and/or contractors of some essential services for the stay, making the tenant stay impossible for the duration of the contract.
4. Closing of the ski resort slopes and skilifts decided by the authorities, for any kind of reasons, especially sanitary, on the tenant's booking dates, under the condition that this closing decision is made during the opening period of the ski resort.

## 9/ CONSUMER MEDIATION



For any dispute pertaining to the execution of the authority linking them to SAS GESTION SERVICES IMMOBILIER, the grantor, if they are a “consumer” as defined in the introductory paragraph of the consumer code, is advised that they may refer their case to the consumer mediator, either by electronic means to [www.anm-conso.com](http://www.anm-conso.com) or by post for the attention of l’ANM Conso, 62 rue Tiquetonne, 75002 Paris, France.

## **10/ COMPUTER HELD DATA AND FREEDOM OF INFORMATION AND SETTLEMENT OF DISPUTES**

Information gathered by the agent in respect of this contract is subject to data processing necessary for the agent to carry out the functions entrusted to him/her.

In accordance with the law on computer held data and freedom of information from the 6th of January 1978 modified, the parties have the right to access, correct and delete information regarding them. To exercise these rights, the parties may contact the agency (see above contact details).

## **11/ PROTECTION OF THE PARTIES PERSONAL DATA**

It is necessary to process your personal data collected as part of this contract in order to fulfill the latter. They may be used in respect of the application of regulations such as those relating to counter-measures against money-laundering and the funding of terrorism.

Your personal data will be retained throughout the duration of the operation of this contract, extended by legal periods of applicable limitation.

They might be used by SAS GSI’s HOLIDAY RENTALS DEPARTMENT SAS GSI - 22 square de la Liberté - 73600 MOUTIERS which is responsible for the processing of your personal data.

In accordance with the law regarding digitally held data and freedom of information, you have the right to access, to correct, to delete, to object and to transfer your data writing to [info@gsi.immo](mailto:info@gsi.immo) (include the postal address or e-mail address of the person in your office responsible for dealing with right of access requests). You may refer any claims to the Cnil ([www.cnil.fr](http://www.cnil.fr)). If telephone numbers have been collected, you are advised of the option to add your name to the list of persons objecting to telephone approaches intended to protect consumers (paragraph L. 223-1 of the consumer code).

## **CLIENT NAME AND SIGNATURE:**