MEUBLÉ DE TOURISME * * * * Ministre canner de s'acc These terms and conditions have been translated automatically; in case of doubt please refer to the original French reference version

Les Terrasses des Sielves

CONDITIONS GENERALES DE LOCATION



Numéro d'enregistrement du gîte : 07050 000002 R5

Article 1 - Length of stay : The tenant, signatory of the present contract concluded for a determined duration, will not be able to in no circumstance to prevail himself of any right to remain in the places at the end of the stay.

Article 2 - **Conclusion of the contract** : The reservation becomes effective as soon as the tenant has sent the owner a deposit of 50% of the total rental amount and a copy of the signed contract. A second copy is to be kept by the tenant.

The lease concluded between the parties to the present deed may in no case benefit even partially third parties, natural or legal persons, except with the written agreement of the owner.

Any infringement of this last paragraph would be likely to lead to the immediate cancellation of the rental to the detriment of the tenant, the proceeds of the rental remaining definitively acquired to the owner.

Article 3 - Absence of retraction: For reservations made by mail, by telephone or by Internet, the tenant does not benefit from the retraction period, in accordance with article L121-21-8 of the consumer code relating in particular to the provision of accommodation services provided on a given date or according to a given frequency.

Article 4 - Cancellation by the tenant: Any cancellation must be notified by registered letter to the owner.

- a) Cancellation before arrival: the deposit remains the property of the owner. This one will be able to moreover preserve the balance of the amount of the stay if the cancellation intervenes less than 6 weeks (42 days) before the date envisaged of entry in the places.
- b) if the tenant does not show up within 24 hours of the arrival date indicated on the contract, this contract becomes null and void and the owner may dispose of his gîte. The sums paid (excluding tourist taxes) remain the property of the owner.
- c) if the stay is shortened, the price of the rental remains the property of the owner. No refund will be made.

Article **5** - Cancellation by the owner: The owner shall pay the tenant the totality of the sums paid, as well as an indemnity at least equal to that which the tenant would have borne if the cancellation had taken place by his own fault on that date.

Article 6 - Arrival: The tenant must arrive on the day specified and at the time mentioned on the present contract. In the event of late or delayed arrival, the tenant must inform the owner to agree on a reception time. Under no circumstances may the tenant enter the premises after 10pm.

Article **7** - Payment of the balance: The balance of the rental is to be paid 6 weeks (42 days) before entering the premises. In the event of absence of payment within this period and of non response within 7 days to the reminder e-mail which will have been sent, the present rental contract will be considered as null and void and the deposit will remain definitively acquired by the owner.

Article 8 - Inventory of fixtures and maintenance of the premises: The owner welcomes the tenant personally on his arrival in the gîte; an inventory of fixtures is signed by both parties on arrival and departure. This inventory of fixtures constitutes the only reference in case of dispute.

The cleaning at the end of the stay is provided by the owner as well as a weekly cleaning in case of long stay (> 1 week). At the request of the tenant, additional cleaning services can be provided. The amount of these services is indicated in the description sheet.

These costs do not cover any possible damage nor the cleaning of the plancha and barbecue equipment, which must be returned clean.

Article 9 - Security deposit or deposit: Upon arrival of the tenant, a security deposit, the amount of which is indicated on the front of this contract, is required by the owner. After the inventory of fixtures and fittings has been drawn up, this deposit is returned, after deduction of the cost of restoring the premises if any damage has been noted.

In the event of early departure (before the time mentioned on this contract) preventing the inventory of fixtures being drawn up on the day of the tenant's departure, the security deposit will be returned by the owner within a period not exceeding one week.

Article 10 - **Use of the premises:** The tenant must ensure the peaceful nature of the rental and use it in accordance with the purpose of the premises.

Article 11 - Capacity: This contract is established for a maximum capacity of persons. If the number of tenants exceeds the capacity, the owner can refuse the additional persons. Any breach of the contract resulting from the non-respect of this requirement will be considered at the initiative of the client and will not give rise to reimbursement.

Article 12 - Reception of animals: The present contract specifies whether or not the tenant can stay with a pet. In case of non-respect of this clause, the owner can refuse the stay: no refund will then be made.

Article 13 - Insurance: The hirer is responsible for all damage caused by him. He is required to be insured by a Holiday Civil Liability type insurance contract for these various risks. It is also advisable to cover the Cancellation risk.

Article 14 - Payment of charges: At the end of the stay, the tenant must pay to the owner, the charges not included in the price. Their amount is established on the basis of the calculation mentioned on the present contract and in the descriptive sheet; a proof is given by the owner.

Article 15 - **Disputes:** In the event of a dispute, only the court of the judicial district where the rented premises are located shall be competent.

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