

## **GENERAL RENTAL CONDITIONS AGENCE LA CIME**

**1-PRICES** : The prices mentioned are all-inclusive, including rental, water, heating and electricity. Not included: bed linen, towels, end-of-stay cleaning.

Possibility of renting on site, subject to booking and availability.

**2-END OF STAY CLEANING** : The apartment must be left by the tenant in a perfectly clean condition, with the furnitures in the same state as it is at the arrival.

This can be done for a supplement, to be booked and paid 5 days before departure.

**3- KEY DELIVERY** : The keys will be handed over only after payment of a security deposit (from €200 to €1,500 depending on the flat) by **Visa/Mastercard or via the secure SWIKLY link**, which will be cancelled within a maximum of 15 days following your departure, after deduction of any breakage or cleaning charges (indicative table of deductions from the security deposit displayed in the agency), and on condition that all the keys are handed over to us at **10am** on departure. **Any delay will be invoiced on a pro rata basis** (except by special agreement). Deposits in the form of cheques, cash, Maestro or American Express are not accepted.

The accommodation must be left clean and tidy, the dishes done and put away, the fridge cleaned, the bins emptied, the blankets folded and put away with the pillows in the cupboards, the floors cleaned.

The tenant may also validate the check-out by QR code in the flat.

**4- CANCELLATION** : If a cancellation is made no later than 31 days before the scheduled date of occupancy, the deposit paid will be returned to the tenant, less a handling fee of €25. In the event of cancellation less than 31 days before the scheduled occupancy date, the rental amount will be retained by the agency.

**5- LATE ARRIVAL** : If you arrive outside the Agency's opening hours, you must contact the Agency before 6 p.m. to find out about the specific procedure. If no news is received, arrival will not be guaranteed. The balance of the rental and the deposit must be paid beforehand.

**6-ASSESSMENT OF PREMISES** : The customer is responsible for complying with the general conditions for checking in and out the apartment.

The check-in must be scanned by QR Code in the apartment within 24 hours.

No claim or request for compensation can be taken into account after this period and the responsibility of the tenant may be incurred.

The hirer will be responsible for the inventory and will be required to :

- reimburse the price of all missing or damaged items at the replacement price (plus any costs of delivery, assembly, installation, disposal, subsequent customer compensation, etc.).
- reimburse the cost of cleaning bedding (if necessary) as well as the cost of repairs to the premises themselves (walls, ceilings, paintwork, etc.).
- to leave the premises in a perfectly clean condition, as the cost of any necessary cleaning may be deducted from the deposit. It is forbidden to move furniture from one apartment to another.

### **Opening hours during the winter season:**

- Monday to Friday : 9am-12pm and 3.30pm-7pm
- Saturday : 9am-12pm and 2pm-7pm
- Sunday : 10am-12pm and 5pm-7pm
- Open on public holidays

**7-DATES OF OCCUPANCY** : All rentals start at 5 p.m. on the day of arrival and end at 10 a.m. on the day of departure.

In the event of no-show and no news from the tenant the day after arrival, L'AGENCE LA CIME reserves the right to re-let the apartment.

**8-OCCUPATION** : The leased premises are for temporary residential and leisure use, excluding any professional, commercial or craft activity of any kind whatsoever, or even of a complementary or occasional nature.

a) The lessee undertakes to use the premises personally and in good faith, to maintain them in perfect condition, and to comply with the building's internal regulations, in particular the obligation to be generally quiet, and more particularly after 10 pm. All furniture and equipment listed in the inventory must be returned to their original position. Should this not be the case, the agency is authorized to reduce the deposit by the cost of restoring the premises.

b) The lessee undertakes to maintain the sanitary, electrical and heating installations in perfect condition, and to take all necessary precautions.

c) The lessee also undertakes not to over-consume electricity, in particular by switching off the heating when the windows are open, or by switching off the lights and television when absent.

Any repairs made necessary by negligence or poor maintenance, and any energy consumption in excess of an average recorded during the rental period, will be charged to the lessee.

d) Animals may not be brought into the rented premises, unless L'AGENCE LA CIME agrees.

e) The tenant is forbidden to sublet under any pretext whatsoever, even free of charge, on pain of termination of the contract. The full amount of the rent shall remain the property of or payable to L'AGENCE LA CIME.

f) The number of occupants must not exceed that mentioned for the present rental. Any breach of the present article will give rise to an increase in the rent or termination of the contract, as the case may be.

g) The LA CIME AGENCY cannot guarantee the regularity of public water, electricity, heating, television or telephone/internet services, nor can it be held responsible for the deprivation of use of any appliance for any length of time if this is due to a fault beyond its control. It will do everything in its power to ensure that the necessary repairs are carried out as quickly as possible.

h) Any necessary maintenance work will be freely decided by L'AGENCE LA CIME without the possibility of opposition by the lessee, insofar as the work would guarantee the latter the proper enjoyment of the leased premises.

i) In the event of the property being put up for sale, L'AGENCE LA CIME will also authorize visits (by potential customers or companies).

**9-INSURANCE** : The agency declines all responsibility in the event of theft, burglary and risks to the tenant's personal property in the event of a claim. The tenant's insurance will not be able to exercise any recourse against the owner or his agent in the event of a claim. The tenant is required to take out an insurance policy covering the risks of the occupant and any damage he may cause.

Objects and personal effects: All rented apartments are the property of private individuals.

Please note : all objects and personal effects belonging to the tenant are the tenant's own responsibility. They are not covered by any insurance policy issued by the building, the owner or the agency. The tenant is therefore responsible for insuring his or her own property, particularly against theft. In addition, the tenant

is required to take out insurance against fire and water damage, both for his rental risks and for the rented furniture.

If the tenant takes possession of the premises after the date stipulated in the contract, or leaves the premises before this date, he will not be entitled to any reimbursement for the period that has not elapsed.

**10. NOISE :** The tenant undertakes to respect his neighbors and not to make any noise day or night beyond the limits of French law. Should these conditions not be respected, Agence LA CIME reserves the right to **terminate the rental contract and cash the security deposit and/or proceed with immediate eviction without reimbursement of the rental.**

**11-PROTECTION OF PERSONAL DATA:** The data collected for the purposes of this contract are recorded in a computer file used by Agence La Cime de Thorens. In accordance with the French Data Protection Act (Informatique et Liberté) and the General Data Protection Regulation (RGPD), to know and exercise your rights, please consult our personal data management policy available on our website. You can exercise your right to access, rectify or object to data by contacting : [info@agencelacime.com](mailto:info@agencelacime.com)

**12- TOURIST TAX :** By express agreement, the tenant undertakes to pay to the agency, on the day of arrival at the latest, in addition to the balance of the rent, the tourist tax in force in the commune.

**13-ATTRIBUTION OF JURISDICTION :** For the execution of the present contract, the undersigned parties elect domicile in the agency's offices and agree that, in the event of a dispute, the court will be that of the district in which the rented premises are located (Albertville).

**14-MEDIATOR :** Any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable resolution of any dispute that may arise between him/her and a professional. To this end, any consumer may contact the following mediator: "VIVONS MIEUX ENSEMBLE", 465 avenue de la Libération 54000 NANCY.