

## **GENERAL RENTAL TERMS AND CONDITIONS**

### **MY HOME IN THE ALPS**

#### **IMPORTANT INFORMATION - STAYS OF MORE THAN 14 DAYS**

For stays exceeding 14 consecutive days: Full payment (100%) required within one week following the deposit payment - Fully non-refundable - No cancellations possible - No date modifications possible - No exceptions (illness, unforeseen circumstances, force majeure). It is strongly recommended to take out cancellation insurance. By booking, you acknowledge that you have read and expressly accepted these conditions.

#### **ARTICLE 1: RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the parties is governed by the provisions of French law n° 92-645 of July 13, 1992 and decree n° 94-490 of June 15, 1994. This document constitutes pre-contractual information, and the conclusion of the contract implies full and unconditional acceptance of these terms.

#### **ARTICLE 2: DEFINITIONS - SHORT STAYS AND LONG STAYS**

Short stays: any rental of a duration equal to or less than 14 consecutive days.

Long stays: any rental exceeding 14 consecutive days (2 weeks).

Payment, cancellation and modification terms differ depending on the type of stay.

#### **ARTICLE 3: FORMATION OF THE CONTRACT**

Bookings become binding upon payment of a 30% deposit of the total rental price and return of the signed contract. Any deposit payment constitutes acceptance of these terms and conditions. Administration fees are charged in addition to the rental price. Administration fees are NON-REFUNDABLE under all circumstances, regardless of the cancellation date.

#### **ARTICLE 4: PAYMENT TERMS**

4.1 SHORT STAYS (14 days or less)

Deposit: 30% of the total price (excluding administration fees) upon booking. Balance: 70% + administration fees payable 44 days before the start of the stay. Any late payment will incur penalties at the ECB rate + 7%.

4.2 LONG STAYS (more than 14 days)

30% deposit upon booking (excluding administration fees). Balance of 70% + administration fees to be paid IN FULL within 7 days following the deposit. The full amount paid is DEFINITELY RETAINED BY THE OWNER. NO refund will be granted in case of cancellation, regardless of timing. NO exceptions (illness, force majeure, etc.). In case of non-payment within 7 days: booking cancelled and deposit retained. It is strongly recommended to take out cancellation insurance.

#### **ARTICLE 5: LATE BOOKINGS**

If the contract is concluded less than 45 days before the start of the stay, full payment is required upon signature of the contract, regardless of the duration of the stay.

#### **ARTICLE 6: SECURITY DEPOSIT**

The security deposit is intended to cover damages and any additional costs. Its amount is specified in the contract. The property must be returned in perfect condition. An inventory check is carried out after each stay. The deposit will be refunded within 15 days after departure, minus any damages.

#### **ARTICLE 7: INVENTORY CHECK**

An inspection sheet is provided at the beginning of the stay. Any observations must be made within 24 hours of arrival. In the absence of remarks within this period, the property is deemed to be in perfect condition. The tenant must use the property responsibly.

#### **ARTICLE 8: OCCUPANCY CAPACITY**

The contract is established for a maximum occupancy capacity. The client agrees not to exceed this limit. Failing this, the agency may refuse additional guests and the contract will be considered terminated. The price remains the same even if the number of occupants is lower than the contractual capacity.

#### **ARTICLE 9: INTERRUPTION OF STAY**

In the event of interruption or early departure by the tenant, no refund will be granted.

## **ARTICLE 10: OCCUPATION OF THE PROPERTY**

The contract ends at the agreed date. The rental cannot be extended without prior written agreement from the agency. Any stay beyond the agreed dates may result in legal action for unlawful occupation.

## **ARTICLE 11: CANCELLATION CONDITIONS**

Any cancellation must be notified by registered letter with acknowledgment of receipt. The effective date is the date of receipt of the letter.

### 11.1 SHORT STAYS (14 days or less)

From 3 to 6 months before: 10% + administration fees retained

From 89 to 45 days before: 30% (deposit) + administration fees retained

From 44 days until arrival: 100% + administration fees retained

Administration fees are NON-REFUNDABLE. From 44 days before arrival, the full price is due even if not yet paid.

### 11.2 LONG STAYS (more than 14 days)

FINAL AND NON-REFUNDABLE BOOKING - FULL AMOUNT RETAINED BY THE OWNER. NO refund under any circumstances. NO exceptions (illness, force majeure, etc.). The tenant expressly waives any right to reimbursement. Cancellation insurance strongly recommended.

The agency is not responsible for transport or inability to reach the property.

## **ARTICLE 12: MODIFICATION OF DATES OR PROPERTY**

### 12.1 SHORT STAYS (14 days or less)

Date modification:

From 3 to 6 months: Possible, administration fees + price adjustment

From 90 to 45 days: Cancellation + new booking. Deposit retained (30% + fees). Additional admin fees apply.

Higher price = pay difference. Lower price = difference retained.

Less than 45 days: Cancellation + new booking. 100% + fees retained. Price difference applies.

Property change:

From 3 to 6 months: Possible subject to agency approval, admin fees + price adjustment

From 90 to 45 days: Cancellation + new booking. Deposit retained + fees

Less than 45 days: Cancellation + new booking. 100% retained

### 12.2 LONG STAYS (more than 14 days)

NO modification of dates or property without agency approval. Any request = cancellation without refund. New booking requires full payment.

## **ARTICLE 13: MISCELLANEOUS**

No subletting. No pets unless prior approval. No smoking. The tenant must respect house rules and report any issue immediately. Risk reports available upon request.

## **ARTICLE 14: INSURANCE**

Tenants are strongly advised to take out insurance covering liability and personal belongings for the duration of the stay. The property is insured by the owner, and My Home SARL is covered by professional liability insurance.

## **ARTICLE 15: RIGHT OF WITHDRAWAL**

7-day withdrawal period without justification or penalty. Refund within 30 days. For long stays (more than 14 days): applicable only within 7 days following booking.

## **ARTICLE 16: CLAIMS**

Any claim must be sent by registered letter. The agency acts as intermediary for the owner, who is responsible for the quality of the accommodation.

## **ARTICLE 17: DISPUTES AND MEDIATION**

French law applies. Competent jurisdiction: Courts of Thonon-les-Bains (Haute-Savoie). In case of unresolved dispute, mediation is available: MTV Médiation Tourisme Voyage, BP 80 303 - 75 823 Paris Cedex 17 - [www.mtvtravel.com](http://www.mtvtravel.com) (free referral).

## **ANNEX - SUMMARY TABLES**

### **SHORT STAYS (14 days or less)**

Payment: 30% deposit + 70% at 44 days. Late booking: 100% required

Cancellation: 3-6 months: 10% + fees | 89-45 days: 30% + fees | Less than 45 days: 100% + fees

Date modification: >90 days: admin fees | 90-45 days: cancellation + new booking | <45 days: 100% retained

Property change: same conditions

Admin fees: NON-REFUNDABLE

### **LONG STAYS (more than 14 days)**

Payment: 100% within 7 days after deposit

Cancellation: NO REFUND

Modification: subject to availability only

Nature: FINAL AND NON-REFUNDABLE

