

# TERMS AND CONDITIONS

## **Sect 1 : RULES AMONG PEOPLES INVOLVED IN THE AGREEMENT**

The rules among the peoples involved in this agreement are stated in the french law n° 92-645 of the 13 of july 1992 and the « décret » n° 94-490 of the 15th of june 1994.

This document provides information for the peoples involved in this agreement prior to the commitment of those peoples and the signing of this agreement implies the unconditional acceptance of these terms.

## **Sect 2 : ENFORCEMENT OF THE AGREEMENT**

Accommodation bookings and services are firm right from the payment of a deposit valued at 30% of the total rental price and the return of the copy of the contract signed by the client. Any deposit payment implies acceptance of terms and conditions of rental, which the tenant admits having taken knowledge.

## **Sect 3 : BALANCE PAYMENT**

The customer shall pay to the Agency the remaining balance 6 weeks before the start of the rental. Any payment not made within the time limit will result in the application of penalties for late payment due the day following the settlement date appearing on this agreement. The applicable interest rate will be in accordance with the law of 15 May 2001, the interest rate applied by the European Central Bank 6 weeks before the start of the rental and to its most recent refinancing operation increased by 7%.

## **Sect 4 : LATE BOOKING**

If the contract is made less than five weeks before the date of arrival, full payment is required upon signing the agreement.

## **Sect 5 : SECURITY DEPOSIT**

The security deposit is intended to cover any damage that can be charged to the tenant, the amount is set in the present and the tenant expressly agrees. The accommodation must be left in a perfectly clean condition and without damage caused to the premises, furniture, equipment, materials and objects decorating the premises or will justify otherwise, of a total or partial retention on the amount of the security deposit. An inventory is established by the agency after each stay.

## **Sect 6 : CHECK IN STATE OF PLAY**

It is provided to the tenant a case report at the beginning of his stay. Any comments on the state of the premises, furniture, equipment, materials and objects decorating the premises, shall be carried out by means of this form by the tenant by calling the agency within 24 hours of entering the premises. When the agency is contacted in this way, we will come to check in the accommodation the comments made. Without observations within 24 hours of entering the accommodation, it is considered in good maintenance conditions and cleanliness. The tenant is required to enjoy the leased property in the respect of a normal use.

## **Sect 7 : ACCOMMODATION CAPACITY**

The contract is established for a maximum capacity for accommodation. For reasons of convenience and safety, the customer shall not exceed the contractual accommodation capacity. Otherwise, the agency may refuse these additional people. The contract will be considered broken by the customer and any amount paid will be retained as compensation. The client personally assumes all adverse consequences of a breach of this obligation.

The rate is based on the accommodation capacity. If the number of participants is less than the contracted capacity, the overall price remains the same.

## **Sect 8 : DISRUPTION OF STAY, SHORTER STAY**

In case of disruption of the stay by the customer or shortened stay solely because of the tenant, it will not lead to any refund by the agency.

## **Sect 9 : END OF STAY**

The contract terminates automatically at the expiry of the term established forth herein, without the need to give notice.

The lease can not be extended without the prior written consent of the agency. Any occupation beyond the dates and times specified in this contract would expose the tenant to a prosecution for illegal occupation and claim for damages and interest both from the agency and the tenant injured.

## **Sect 10 : CANCELLATION, PENALTY CLAUSE**

Any cancellation must be notified to the Agency by registered letter. The relevant date is the date of submission of the letter to the agency.

In case of cancellation of the contract by the tenant:

Over 60 days before the start of the tenancy, 10% is forfeited to the agency

From 60 to 35 days before the start of the tenancy, the deposit is forfeited to the agency

35 days or less before the start of the lease, the total rental price must be retained by the agency by way of penalty. Even if it has not yet been paid. In case the property will be leased back by the agency My Home, the rental price will be refunded to the tenant minus fee of 10% of the total rental price. It is specified that the tenant have the possibility to subscribe a cancellation insurance when booking their stay.

The agency is not responsible for the transportation of its customers. It can not be held responsible for failure of its customers to reach the resort for whatever reason and will not make any refund.

## **Sect 11: CANCELLATION CONDITIONS SPECIFIC TO THE "COVID-19" HEALTH CRISIS (Applicable for any reservation made from March 8, 2021 )**

If it's established that on the date of the stay, one of the following events will occur in connection with the COVID-19 health crises:

- Lockdown in the location of the rented property.
- Lockdown in the location of the tenant.
- Quarantine imposed on arrival at the location of the rented property.
- Quarantine imposed on arrival at the location of the tenant in his original country
- Borders closed in tenant's original country
- French borders closed

Cancellation of the stay will be subject to the following conditions:

- Postponement over a maximum period of 18 months for a booking cancelled up to the day before start date of the stay with conservation by the agency SARL My Home of the amounts already paid by the tenant (The postponement will be made on one of the My Home properties, the rates will be those of the new week booked)
- If one of the events above occurs during the stay, forcing the tenant to shorten the stay, the agency will refund in proportion of the actual occupancy (charges related to cleaning and linen will remain due in totality).

If on the date of the stay, the ski lifts located in the municipality are closed following a government or local decision related to the "Covid-19" health crisis:

The agency will provide 20% discount on the total amount of the stay. If this restriction occurs during the stay, no discount will be granted.

These specific cancellation conditions cannot be applied, in particular in the event of :

- Presence of a positive case or a contact case of COVID-19 among the trip participants (tenant or accompanying person)
- Concern over future government restrictions
- Reluctance of the tenant to travel due to COVID-19
- Cancellation of the transport arrangements (cancellation of flight, rail transport or any other means of transport)
- Recommendation to avoid non-essential travel to France
- Or any other reason unrelated to the COVID-19 health crisis
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If the specific causes of cancellation listed in article 11 are excluded, the cancellation conditions in article 10 will apply. It's recalled here that the tenant is strongly advised to take a travel insurance covering medical situations related to Covid-19.

#### **Sect 12 : VARIOUS**

The tenant may not sublet the property for rent without written authorization of the agency, even for free, or transfer the rights in whole or in part to any third party, under penalty of cancellation of this contract. In this case, the transferor remains attached to the transferee.

A state of natural and technological risks can be provided on request.

For health and safety reasons, pets are not allowed in the accommodation without a specific agreement with the Agency.

It is strictly forbidden to smoke in the rented accommodation.

The tenant must leave running in rented accommodation any work justify by urgency, without being able to claim any compensation. The tenant is obliged to respect the rules of the building.

The tenant must immediately report to the agency any malfunction or damage regardless of caused.

#### **Sect 13 : INSURANCE**

The tenant is obliged to provide an insurance for the rented accommodation and only for the duration of his stay. It is therefore compulsory to subscribe a "holiday home" insurance which will cover his responsibility in case of fire, theft, windows damages, water damage and claims by third parties relating to the leased accommodation, furniture, equipment, materials and objects decorating the premises. The tenant must therefore determine whether he is the holder of an insurance as described before (travel insurance or any of his insurance contracts), and if not he must contact the agent SARL MyHome and inform.

The accommodation is also insured by the owner as a holiday home, without this being able to relieve the tenants of their obligation to subscribe insurance as defined above

The agency is insured for its professional civil liability.

#### **Sect 14 : RIGHT OF WITHDRAWAL**

When this agreement was concluded over distance, the tenant has a period of 7 days to exercise his right of withdrawal without having to give reasons or pay penalties.

Where the right of withdrawal is exercised in conformity with the French law, the agency will reimburse the tenant no later than within 30 days of the deposit which may have been paid prior to the conclusion of this contract.

#### **Sect 15 : COMPLAINTS**

Any claim relating to a breach or poor performance of the contract must be submitted to the Agency as soon as possible by registered letter with return receipt. The agency is an agent of the owner. Therefore, it is the owner which is responsible for the quality of accommodation.

#### **Sect 16 : CLAIMS – DISPUTES**

The contractual language is French, and the law of agreement is French. A French version of this agreement is available upon request to the agency My HOME.

Jurisdiction: For any dispute, only the "Tribunaux d'instance, de grande instance ou de commerce of Thonon (Haute-Savoie) are competent.