

GENERAL TERMS AND CONDITIONS

This rental agreement is drawn up under the ordinary conditions and law governing this type of contract and especially those detailed here below, which the leaseholder shall observe, failure to do so shall lead to the leaseholder being liable to bear any damages and may even lead to the cancellation of this contract, should the landlady deem this appropriate, and without any power to claim a reduction in the rent.

a) Arrival - Departure

The normal anticipated times of arrival are **Saturday afternoon between 3pm and 8pm**
The normal anticipated hours of departure are **Saturday morning between 8am and 11am**

b) Use of the premises

The number of people staying in the rented accommodation should not exceed 6 (six), children included. The leaseholder shall personally occupy the premises, reside there and look after the premises with due diligence. All the equipment and fixtures and fittings are in good working order and any claim concerning them made 24 hours after taking possession of the premises, may not be accepted. Repairs becoming necessary through negligence or incorrect use shall be the responsibility of the leaseholder, who shall also ensure that the neighbourhood is not troubled by the presence of the leaseholder or his/her family. The accommodation should be handed back in a clean and tidy state. All the furniture and equipment detailed on the inventory should be put back into place.

c) Payment

A 25% down payment has to be made by the leaseholder, to book the villa. The balance shall be paid one month before the start of the rental period.

d) Cancellation

Any cancellation of the rental should be notified by registered letter.

Should the leaseholder cancel the rental agreement for whatever reason (accident, illness, force majeure or unforeseen event), the down payment already made shall be kept by the landlady.

- From 1 day to 30 days before the due date of arrival, the amounts paid shall be kept by the landlady.

- Before 30 days, the down payment shall be kept by the landlady.

If the leaseholder is not present on the day mentioned in the agreement, after 24 hours and without prior notice being given to the landlady, « this agreement shall be considered as being terminated; the sums paid being kept by the landlady ». The landlady may then use the rental property as seems fit.

The landlady may not be considered as being liable for the transport of the leaseholder and may not be held liable for any impossibility that the leaseholder may have in arriving at the holiday rental, for whatever reason this may be, even in a case of force majeure, and no reimbursement shall be made.

Should the landlady cancel the rental agreement for any serious and justified reason, the amounts paid by the leaseholder shall be returned in their entirety.

d) Early departures

Should the leaseholder leave the rented accommodation prior to the established departure date, the price of the rental shall remain the same. No reimbursement shall be made, apart from the guarantee deposit, subject to no damage being incurred.

e) The premises are rented furnished with kitchen equipment, crockery, glassware, bedcovers and pillows, bed linen, towels. Should it prove necessary, the landlady or her representative shall have the right to claim from the leaseholder, at the time of departure, the total cost of replacing any objects, furniture or equipment that is broken, cracked, chipped or deteriorated or used beyond normal wear and tear during the rental

period, the cost of cleaning covers handed back in a dirty condition, an indemnity for any deterioration of any nature concerning the curtains, wallpaper, ceilings, carpets and rugs, windows, bedding, etc,

f) Insurance

The leaseholder shall insure the accommodation that he/she is renting and should therefore check that his/her main residence insurance policy covers holiday accommodation. Should this prove not to be the case, he/she should ask for an extension or take out the necessary insurance cover with his/her insurers to cover holiday rentals.

g) Guarantee deposit

The amount of the guarantee deposit is set at 500 Euros. No keys will be handed over unless all the payments, balance and guarantee deposit have been paid. Any late payment by the leaseholder may lead to a delay in the keys being handed to him/her and this shall not give rise to any reimbursement or damages even if the period is partly or totally reduced due to this delay.

This guarantee deposit shall be handed back to the leaseholder at departure, after inspection of the premises.

Should any loss or damage occur to any part of the furnished accommodation caused by the leaseholder, the amount of this guarantee deposit shall be reduced by the amount of the cost to make good or replace, upon presentation of documentary proof by the landlady within two months. If the guarantee deposit is insufficient, the leaseholder undertakes to pay the balance of these costs upon presentation of documentary proof. This deposit guarantee may, in no circumstances whatsoever, be considered as part of the rent payable.

h) Remaining on the premises

The leaseholder may, in no circumstances whatsoever, lay claim to any right to remain on the premises after the initially anticipated rental period has expired, unless previously agreed with the landlady. Remaining on the premises after the established day and time leads to the total confiscation of the guarantee deposit; the payment of a supplement to the rent equivalent to one and a half the amount of rent paid, damages covering the landlady's, or her beneficiaries', deprivation of possession, payment of hotel costs, payment of any costs to find a hotel and any other costs that may arise from this serious fault. The landlady, represented by the legal leaseholder waiting to take possession, shall request the police to evacuate the premises without any prior notice or authorisation, upon the simple fact of viewing the dates and times stipulated in this contract plus a respite of one hour. A request shall also be made to lodge a complaint for illegal occupation of a house. Should the police decline or be unable to intervene, the leaseholder waiting to take possession of the premises may at any moment and after the anticipated one-hour respite, evacuate the premises without any reproach being made to him since, at that time, he/she is the sole occupier authorised to be in the rented accommodation. The defaulting leaseholder may make no claim to any rights, nor lodge any complaint for forcible entry, theft, expulsion, nor on any other grounds whatsoever. Only a serious health problem, with documentary medical proof specifying that it is necessary to remain on the premises due to an inability to be transported, may prevent forceful evacuation by the police or legal leaseholder. In any case, this situation does not suspend any reimbursements, costs, damages detailed in this paragraph.

i) Litigation

Should any litigation arise and an agreement fail to be reached with the landlady, the matter shall be laid solely before the landlady's local courts. In signing this agreement, the leaseholder acknowledges that he/she is aware of the clauses therein.

j) The leaseholder may not oppose any request to visit the premises made by the landlady or his representative.

The landlady

The leaseholder
Read and approved for signature