

## **General Terms and Conditions of Sale Cottage's in the La Réparade Estate**

### **GENERAL TERMS AND CONDITIONS**

In no circumstances can the guest claim any right to remain on the premises beyond the rental period initially provided for by this contract, without the written agreement of the owner, and without a new rental contract being signed.

No modification (deletion, surcharge, etc.) shall be accepted in the drafting of the contract without the agreement of both parties.

#### **Article 1 - USE OF THE PREMISES**

The guest shall enjoy the use of the cottage in a peaceful manner and shall use it properly, in compliance with the purpose of the premises. Upon his departure, the guest commits to leaving the cottage clean and in the way that he found it upon arrival. The rental cannot be for the benefit of a third party under any circumstances, except with the prior agreement of the owner. The owner shall provide the cottage conforming to the description he has provided of it and shall maintain it in such a way that it is fit for purpose.

#### **Article 2 - SCHEDULE OF CONDITION AND INVENTORY**

The schedule of condition and the inventory of the furniture and the various equipment shall be done by the owner, or his representative, and the guest at both the start and the end of the holiday.

#### **Article 3 - PARTICULAR CIRCUMSTANCES**

-If the number of guests exceeds the capacity indicated on the contract, without the owner's prior agreement of this, then the owner reserves the right to demand that a supplement be paid by each additional person present or to refuse access to the additional guests if the maximum occupancy capacity would be reached and therefore safety conditions would be violated.

-The use of the land for additional persons shall be subject to the prior authorisation of the owner and to an additional payment.

-The guest shall be fully responsible for adults or children using the pool.

-Under no circumstances shall the owner be held responsible for failure to comply with safety rules regarding the use of the pool, the spa and the pool and spa areas.

-Please refer to the rules specifically relating to the use of the pool and the spa.

#### **Article 4 - SECURITY DEPOSIT**

The security deposit shall amount to the equivalent of 2 weeks rent, at the most. As a general rule, it

shall be returned to the guest upon departure, following the schedule of condition. In the case of loss or damage to the cottage caused by the guest, the deposit amount shall be reduced by the cost of repairing the damage or the replacement cost amount upon presentation of documentary evidence by the owner and this shall be provided within a maximum of two months.

#### **Article 5 - PAYMENT**

The reservation shall become effective once the guest has returned 2 copies of the contract along with the deposit, that is **30%** of the holiday, before the date indicated on the contract. The rent balance shall be paid 15 days prior to arrival at the cottage. If the guest shall delay his arrival then he must advise the owner of this and must pay the rental balance 15 days prior to the initially agreed rental start date.

#### **Article 6 - CURTAILMENT OF HOLIDAY**

In the case of a curtailment of the holiday initiated by the guest, and if the owner's responsibility is not brought into question, then he shall not be entitled to any refund, other than the security deposit.

#### **Article 7 - CANCELLATION CONDITIONS**

Notification of any cancellation must be provided by registered mail or by email:

a) Before the contract becomes effective: as a general rule, the deposit shall be retained by the owner. However, the deposit shall be returned if the cottage is able to be rented out to another party for the same period and at the same price.

b) If the guest does not turn up within 24 hours of the date specified on the contract, without having notified the owner:

- This contract is considered to be terminated,
- The deposit shall be retained by the owner,
- The owner may use the cottage.

c) If the rental contract is cancelled by the owner then he shall pay the guest double the deposit which he has received, except in the case of force majeure.

#### **Article 8 - INSURANCE**

The guest must obtain "personal and family" civil liability holiday insurance. He must therefore verify that his main housing policy can be extended to the holiday rental property.

Personal or valuable property, regardless of the value of this, and vehicles parked on the owner's land are not covered by the owner's insurance.

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**Article 9 - PARTICULAR CONDITIONS**

The guest must close and lock all of the cottage's shutters, even when he is just going out for a short period of time.

In order to avoid the pool's filtration system (pump) being damaged by grains of sand from the beach, it is highly recommended that swimwear worn in the pool is not worn to the beach.

**Article 10 – TOURISM TAX**

The tourism tax is obligatory and is collected by the owner and then paid in full to the village Mayor.

**Article 10 - COMPLAINTS**

Complaints must be put into writing within the first three days of the holiday for any dispute regarding the schedule of condition or the descriptive statement.

**Article 11 - PETS**

Pets (dogs) are only permitted with the approval of the owner. The owner reserves the right to refuse entry to any person who has not declared in advance that he is bringing pets. In this case, no refund shall be given.

Date: \_\_\_\_ . \_\_\_\_ . \_\_\_\_\_

Guest Signature:

*The statement "read and approved" is to precede the signature*

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