

## **General conditions (CGU and CGV)**

### **1. Parties concerned**

Le Désert d'en Haut (the Lessor) is a general partnership (SNC) whose purpose is the rental of furnished tourist accommodation in Valmeinier, sports and cultural services. Its head office is located at 54 rue du Four - 75006 Paris. The Lessor is the publisher of the website and owner of the accommodation rented as furnished tourist accommodation; it is not subject to the rules of a professional Lessor. The company is governed by the French laws as amended from time to time. The Vacationer is any person consulting the website, using it to make a reservation or renting a service or property offered. The Lessor and the Vacationer agree that they are also responsible for complying with all laws, rules and regulations applicable to the use of the website and the proposed holiday rental.

### **2. Purpose of the general conditions**

These general conditions constitute the contract which governs the relationship between the Lessor and the Vacationer. Any use of the chalet 1898 website, reservation and rental of this chalet with the Lessor are governed by the general conditions. They constitute a legally binding contract between SNC le Désert d'en Haut and the Vacationer. By consulting the website or by renting the accommodation, the Vacationer acknowledges accepting the general conditions without reservation. If the accommodation is rented from the online booking site, the signing of a contract is not required in accordance with legal provisions. In case of contradiction between the linguistic versions of the general conditions only the French language version prevails.

### **3. Confirmation email**

As part of a rental, the confirmation email sent by the Lessor or his representative constitutes an inseparable annex to these general conditions. It records the agreement of the Lessor; it specifies the effective date and time, the duration of the seasonal rental, its price and the estimated amount of the tourist tax; where appropriate, it contains various instructions.

### **4. Use of the website**

All content appearing on the website is protected by copyright and database rights. Unauthorized reproduction of all or part of the site is prohibited. Vacationers are required to provide accurate information regarding their personal identity, including their country of residence, on their user profile and in all other communications. Transmitting information that is in any way false, fraudulent or misleading may be subject to damages and rectification for the benefit of the Lessor. It is prohibited to control the content of the site using robots, spiders or other automatic instruments. Using the functionality of the site for purposes other than for research or a request for personal rental is prohibited and may be subject to prosecution.

### **5. Definition of rental**

The rental is of vacation rental type of a furnished accommodation. The parties declare that the rental does not relate to premises rented for the use of main accommodation or mixed use of professional and main accommodation. The rental is reserved for the exclusive use of the tenant on a temporary basis and is concluded for a maximum period of two consecutive months to the same person. Consequently, they

agree that their respective rights and obligations will be governed by the provisions of this contract, by the decree of December 28, 1976 modified and failing this by the provisions of the French Civil Code.

#### 6. Designation of rental accommodation

The accommodation is an alpine chalet located at a place called Le Désert d'en Haut in Valmeinier (73450) and rebuilt in 2017 in a high quality way. It is classified in 4 stars for a capacity of 10 people in furnished accommodation. The total area is 120 square meters.

- Level 1 consists of a living room open onto a paved courtyard and comprising a kitchen area (with sink, fridge, induction hob, microwave), a bedroom for four, a bathroom (with WC, bathtub and shower / steam room) and a laundry room with washing machine, dryer, iron and ironing board and baby kit available.
- Level 2 consists of an entrance area, a living room (with wood stove), an open kitchen (sink, fridge / freezer, induction hob, oven, microwave, dishwasher, toaster, electric kettle, Nespresso coffee machine, electric coffee maker). The mezzanine includes a 140 x 200 cm convertible sofa, a large video monitor with DVD player, a HI-FI system and a library.
- Level 3 consists of a bedroom (1 twin bed 160 x 200 cm, 1 bed 80 x 200 cm), another bedroom (1 twin bed 160 x 200 cm, 1 Table).

#### 7. Number of people

The rental of the chalet is limited to ten people. If the number of people is exceeded, an indemnity equal to 50% of the rental price is payable, and the Lessor may terminate the rent immediately for cause.

#### 8. Transfer and subletting

This rental contract is concluded personally (intuitu personae) for the benefit of the Vacationer who has identified himself as such. Any assignment of this lease, any total or partial subletting, any transfer to a third party - even free - is strictly prohibited. The Vacationer cannot leave the arrangement of the premises, even free of charge and / or by loan, to a person which does not belong to his household.

#### 9. Rental price

The rental price is defined according to the rental period and duration, the options and price adjustments. It is determined and finally confirmed in the acceptance email sent to the Vacationer. The price is in euros. The price includes, for the entire duration of the rental, the payment of rental charges and supplies of water, electricity. Firewood for the stove, if available, is included. The price includes cleaning at the end of the stay, a set of sheets (including duvet) per bed and bathroom linen (a small and a large towel) depending on the number of people. Temporary furnished rentals are exempt from VAT. The tourist tax is included in the price and is forwarded by the Lessor to the municipality concerned.

#### 10. Reservation and deposits

In order to make a reservation of the chalet, the holiday maker makes a rental request through the website, a letter or an email; he/she simultaneously pays the requested down payment by bank transfer to the Lessor. This down payment corresponds to approximately 25% of the rental price. If the Lessor does not accept the rental request within a maximum of one week, the latter reimburses the provisional down payment to the Vacationer without any other compensation. If the rental is confirmed by the Lessor by email or letter, the Vacationer pays, by bank transfer to the Lessor, the final payment. This

payment must be credited to the Lessor's account before the month preceding the rental or within three days of the Lessor's confirmation if it is during that month. If the Vacationer then cancels the rental or does not pay the final payment, the provisional down payment paid to the Lessor is forfeited and the reservation is canceled. The amount of the final down payment equals the difference between all previous payments and the total rental price. If the Vacationer cancels the rental, for any reason whatsoever (including for reasons of weather or illness), he/she must pay the entire rental price unless the property has been re-let. If the Lessor cancels the rental for any reason other than a reason for which the Vacationer is liable, the Lessor reimburses the entire down payments to the Vacationer and any other compensation is excluded. In the case of a cancellation due to "force majeure" which is legally established, the statutory provisions apply. Bank transfer and possibly exchange rate charges are the responsibility of the Vacationer with the exception of the costs of the online payment service of the website which the Lessor bears.

#### 11. Security deposit

Before the start of the rental, the Vacationer must have made a security deposit of € 1,000 intended to cover damage and / or deterioration of the accommodation and furniture and objects furnishing the accommodation and its surroundings caused by the occupants, loss of keys or objects as well as the removal of objects or waste left by the occupants. This deposit is either made digitally for the benefit of the Lessor or made by a bank check in euros for the benefit of the Lessor supplemented by a photocopy of the ID or passport of the signatory. If the check bounces, the Lessor reserves the right to carry out any lawsuit at the expense of the Vacationer and to claim compensation of a minimum of € 500. The security deposit is returned to the Vacationer within a maximum period of three weeks after departure, after deduction of any sums covering damages suffered, if any. The return is made by transfer to the bank account that the Vacationer will have indicated, by check or by destruction of the check.

Notwithstanding the security deposit, the Vacationer is responsible for any legal and financial consequences, without limitation, for any damage for which he/she would have been liable.

#### 12. Beginning and end of rental

The rental begins on the day and at the time indicated in the confirmation email. At the start of the rental, the keys are given or made available to the Vacationer. The rental ends on the day and time indicated in the confirmation email or on the day of its termination.

#### 13. Acceptance and inventory

An inventory can be given on request to the Vacationer wishing to make a reservation; it specifies the inventory presented on the website. An acceptance report and a contractual inventory of furniture are given to the Vacationer upon entering the accommodation. If both are not established and signed simultaneously by the Lessor, or his representative, and the Vacationer (if inventory and acceptance report do not match), the inventory and acceptance report made by the Lessor alone and made available to the Vacationer will be open to challenge by the Vacationer within 48 hours of entering the accommodation. In the absence of challenge, the acceptance report and the inventory carried out by the Lessor are deemed as having been accepted without reservation by the Vacationer. The Vacationer cannot claim a possible difference between the stated inventory and the actual inventory at the entrance of the accommodation unless there is a significant adverse effect on daily life (large household

electrical appliances out of use for example). An acceptance report and an inventory may be drawn up by the parties at the end of the rental, each keeping a signed copy. In the absence of an acceptance report and / or an inventory at the end of the rental or if the Vacationer establishes the acceptance report and / or inventory alone at the end of the rental, the absence of a contest by the Lessor in the three days following the end of the rental means the restitution of the premises in good condition and / or complete inventory.

#### 14. Obligations of the Vacationer during the rental

Access to the chalet is prohibited for animals. The chalet is "non-smoking". The abandonment of cigarette butts around the chalet entitles the Lessor to make a deduction from the security deposit. The Vacationer is informed that the environment of the locality and the chalet are not adapted to receive people with reduced mobility or fragile persons, and that the premises may not comply with the rules of publicly accessible places. The Vacationer cannot claim or exercise any recourse against the Lessor of any consequence linked to the isolated nature of the alpine chalet for which he acknowledges having assessed the risks and constraints. The Vacationer will peacefully use the rented accommodation, the furniture according to the destination given to them and the outdoor spaces adjoining the chalet. He will answer for degradations and losses which could occur in and around the places of which he has the exclusive enjoyment. The Vacationer will maintain the rented accommodation and return it in good rental condition at the end of the contract. The Vacationer will not be able to exercise any recourse against the Lessor in case of theft or damage in the rented places. The Vacationer will respect the maximum number of people who can enter the premises, in accordance with the description given. The Vacationer cannot deny the visit of the premises if the Lessor or his agent request it. The use of the equipment made available must be carried out by persons who have first read the conditions and instructions for use. The wood stove should not be used in the absence of supervision. If the Vacationer does not comply with these contractual obligations or rules or in the event of incivility, the Lessor reserves the right in particular to report it to websites and vacation rental agencies. The Vacationer cannot leave in or around the chalet, any objects, waste or perishable goods. Foodstuffs which may subsist due to a previous user of the chalet are not the responsibility of the Lessor.

#### 15. Cleaning

The chalet must be returned in the general condition in which it was found (furniture and equipment in their place). The price of a cleaning at the end of stay is included in the rental price. This housekeeping is limited to the interior and to a level corresponding to a normal and careful use of the chalet; it includes the cleaning of sheets and towels provided but excludes the cleaning of dishes, of the ovens used and exteriors. The disposal of waste is the responsibility of the Vacationer and bags must be disposed in the containers of the station provided for this purpose. If the condition of the chalet requires additional cleaning, it will be at the responsibility and cost of the Vacationer. The Vacationer can request that one or more additional cleanings be carried out by outside persons. They are at his expense and can only be carried out by persons authorized by the Lessor.

#### 16. Problems during rental

The Vacationer must immediately report to the Lessor or his representative any material problem encountered during the rental and in particular if the furniture or objects listed in the inventory are

damaged or missing. The Vacationer is responsible for taking the necessary measures to resolve or limit the consequences of the problem encountered. The Lessor may claim the value and costs of replacing or repairing damaged goods. If the report was not made before the end of the rental, the replacement or repair price will be increased by 20%. A voluntary concealment noted, even after the report of return of the premises in good condition, may be subject to a deduction from the security deposit. If the reporting of possible problems is carried out in an abusive manner, that concern the normal use of the premises or can be solved by reference to the instructions for use made available, the Lessor may retain processing costs.

#### 17. Insurance

Holiday liability insurance is not required for people domiciled in a country of the European Union, but it is highly recommended in order to protect against rental risks (water damage, fire ...). Persons not resident in the European Union must produce, when paying the security deposit, an insurance certificate in French and covering the rental.

#### 18. Election of domicile and competent jurisdiction

For the execution of their respective obligations, the Lessor and the Vacationer elect the domicile in their respective home addresses. However, in the event of a dispute, the court of the Lessor's domicile will have sole jurisdiction. This contract and its consequences are subject to French law.