

## **General Terms and Conditions of Sale**

### **Please Note:**

The reservation becomes effective upon receipt of the deposit and the signed contract by the client.

A 7-day option period is granted to send the contract and the payment of the deposit, which is 30% of the total price of the stay.

Failure to receive your payment by the expiration of the option period will result in the cancellation of the reservation, and the property will become available again.

After signing, the contract is final and binding. The tenant, having paid a deposit of 30% of the rental amount, undertakes to take possession of the premises at the time specified in the contract and to pay the balance of the rental one month before the start of the rental. If these conditions are not met, the agent shall be entitled to immediately re-let the premises subject to this contract. However, the tenant shall remain liable for the payment of the rental balance. If the premises can be re-let, only the loss incurred by the owner and the agency commission shall remain the responsibility of the defaulting tenant. The deposit paid in advance shall be retained as a minimum indemnity.

For a reservation made more than one month before the start of the stay, the payment requested is a deposit corresponding to 30% of the rental amount. The balance must be settled no later than one month before the start of the stay to facilitate arrivals on site.

For a reservation made less than one month before the start of the stay, the payment requested corresponds to the full amount of the rental.

Our agency accepts payments by:

- Credit Card: VISA – MASTERCARD
- Cash (maximum 1000€)
- Remote Credit Card Payment
- Bank Transfer
- ANCV Classic / ANCV Connect Holiday Vouchers (For added security, these should be sent by registered mail with acknowledgment of receipt).
- Secure Payment on Internet Booking Sites

### **Cancellation Policy:**

For any cancellation more than 30 days before your arrival, we will refund the full amount paid. Beyond this date, you may subscribe to the cancellation insurance offered during your reservation (see the paragraph corresponding to the optional cancellation insurance).

### **Cancellation Insurance (Optional)**

The optional subscription to cancellation/trip interruption insurance is offered. A serious difficulty can always arise (illness, accident, dismissal, transfer, fire, explosion, serious event), and the only way to avoid cancellation fees is to cover the risk at a low cost.

The subscription to cancellation insurance is optional. The coverage of your stay depends on their application conditions with the tenant and does not engage Select'so Home in these.

**NB: Holiday insurance is mandatory.**

## **Online Transactions**

The use of the online payment system requires the full and unconditional acceptance of these general terms and conditions. Reservations made online with secure payment by credit card will only become final after the deposit (or the full price for reservations made less than one month before possession) and the signing of the rental contract. Our rental offers and prices are valid subject to final confirmation of availability. Errors or modifications may exceptionally occur. Although we strive to provide a quality service, we cannot be held responsible for these, as well as for any service interruption, technical failure, breakdown, repair, update, improvement, or maintenance of our website and that of our banking partner. If we are unable to satisfy your request, the credit card payment will be refunded.

## **Upon Arrival**

Arrivals are between 4:00 PM and 6:00 PM. In case of late arrival or outside opening hours, the tenant must inform the agency in advance to determine the key handover procedures. The tourist tax and the deposit must be settled BEFORE your arrival if your arrival is planned outside the agency's opening hours/days.

An inventory and a check-in report will be provided to you. The deposit must be paid (the amount is indicated on your rental contract), and you will be asked to settle the tourist tax. The keys to the accommodation will then be handed over to you.

## **During the Stay**

The tenant must inform the agency within forty-eight hours of taking possession of any anomalies found. After this period, the rented property will be considered free of damage and in accordance with the inventory provided upon entry. For any inconvenience (incomplete dishes, appliance breakdown), please contact the agency in advance so that the necessary measures can be taken. Any damage or breakage occurring during the stay must be reported. The tenant is responsible for the items listed in the inventory and will be required to financially cover the damage caused, as well as the cost of washing or cleaning carpets, rugs, blankets, mattresses, bedding, etc., that have been stained, as assessed by the agency for reimbursement, repairs, and necessary restoration.

None of the objects or equipment installed in a property may be moved to another property. It will be considered missing if this is the case during the check-out inventory and will be deducted from the security deposit. The tenant must absolutely refrain from throwing objects likely to clog the drains into the sinks, bathtubs, bidets, washbasins, laundry sinks, toilets, etc. Otherwise, they will be liable for the costs incurred for the restoration of these appliances.

Due to the difficulties in obtaining the intervention of qualified personnel or a specialized company, especially during peak season, the agency declines all responsibility for any delay in carrying out the necessary repairs for the rental. The tenant may not claim any rent reduction or compensation if urgent repairs incumbent upon the owner appear during the rental.

### **Equipment of the Accommodations**

High sleeping arrangements are not suitable for children under 6 years old.

The pools are not supervised. Parents are asked to be vigilant in supervising their children.

### **Occupation of the Rented Premises**

The rented premises concern private accommodation for residential and recreational use. The tenant will enjoy these premises with respect for the property and furniture and must strictly comply with the building's regulations, particularly regarding noise pollution, drying of laundry, cleanliness, and removal of household waste.

The tenant will authorize the necessary repairs or work incumbent upon the owner or the building, the urgency and necessity of which may appear during the occupation period.

The Agency reserves the right to show the apartment, particularly if it is for sale.

The agency cannot be held responsible for the consequences of breakdowns occurring on the installations or appliances of the co-ownership (elevator, heating, water, pool, electricity, etc.).

In the event of a technical incident preventing the occupation of the reserved accommodation, the agency reserves the right to relocate the tenant to another equivalent apartment.

Under penalty of termination, the tenant may, UNDER NO CIRCUMSTANCES, sublet or transfer their rights under this agreement without the express consent of the owner or their agent.

### **Duration**

The rental may not be extended without the prior agreement of the owner or the agency, with the tenant accepting this. The latter declares on their honor that they do not practice any profession in the rental and that the premises subject to this contract are rented to them only as temporary residence, major conditions without which the present rental would not have been consented.

### **Maximum Capacity of the Accommodations**

The rental of the apartment indicated on the front of this contract is made for a number of people that may not be exceeded. If it is found that the number of occupants exceeds that provided for in the contract, the agency may refuse entry to the rented premises or request the payment of a penalty of 100.00€ per person per week. This is without prejudice to any other damages and interests.

### **Pets**

Some accommodations accept pets. The presence of animals in the accommodation is subject to prior authorization during the reservation. When they are accepted, a supplement will be applied. In the event of undeclared presence of an animal, a deduction from the deposit may be made, corresponding to the amount of the damage observed and/or the additional cleaning costs incurred.

## No Smoking

All accommodations are strictly non-smoking. Smoking is prohibited inside the premises. In case of non-compliance with this prohibition (particularly in case of persistent tobacco odor), a deduction from the deposit may be applied to cover the necessary cleaning and deodorization costs.

## Security Deposit

The security deposit can be made by bank imprint (on-site or remotely by phone) or by check or bank transfer. In case of loss of keys, an amount of 50€ to 2000€ will be deducted depending on the type of lock. The amount of the deposit will be refunded within a maximum of 1 month from the end of the stay, less the value of the replaced items, any costs for restoration, additional cleaning, and transfer fees. The goods and objects must only suffer from the depreciation resulting from normal use. Those that, at the expiration of this agreement, are missing or damaged for a cause other than normal wear and tear must be paid for by the tenant. The agency will then issue an invoice for the restoration of the premises, and the security deposit will be cashed. In this case, any difference would be refunded to the tenant within three months after the security deposit is cashed. If the amount of the security deposit proves insufficient, the tenant would be obliged to pay the difference.

## Insurance

All personal belongings or effects belonging to the tenant are the sole responsibility of the latter. They are not covered by any insurance policy issued by the building, the owner-landlord, or the mandated agency. The tenant must therefore take personal responsibility for insuring their own property, particularly with regard to theft of any nature.

***The tenant must possess liability insurance including a holiday clause covering any risk caused by a third party, themselves, and the persons accompanying them.***

The tenant must be able to provide any proof upon request from the owner or the agency. Consequently, the latter declines all responsibility for any recourse that their insurance company may take against the tenants in the event of a claim.

## Keys

Upon departure, the tenant must carefully close the premises and return the keys to the agency.

## Responsibility for Parasols, Awnings, and Furniture:

Damage: Any damage caused to parasols and awnings during your stay will be your responsibility. In case of unfavorable weather conditions, please close, lower, remove, or place the parasols and awnings to avoid any damage.

This measure aims to ensure their proper functioning and to prevent any incidents. **Any change will be your responsibility.** If these elements are already malfunctioning upon your arrival, please inform us immediately. We thank you for respecting these instructions to ensure the preservation of our equipment and to guarantee the safety of all occupants of the rental.

## Pool

The use of the pool is at your own risk. The pool is not supervised. Children must remain under your supervision at all times; it is your responsibility.

### **Upon Departure**

Departure must be by 10:00 AM at the latest. Any delay will be charged between 50€ and 100€ per hour.

Weekly and end-of-stay cleaning are included in your rental. However, you are asked to clean the kitchen, put away the dishes, empty the trash and waste, and gather the laundry. If the kitchen and dish cleaning are not done, a flat fee of 100€ to 200€ may be deducted from the security deposit.

### **Return of the Security Deposit**

After verifying the good condition of the accommodation during a check-out inventory, the deposit is returned at the end of the check-out or within 14 days, less any necessary restoration costs.

### **Reduction of the Duration of Stay or Non-Appearance of the Tenant**

In case of reduction of the planned stay, for any reason whatsoever, the agency will in no case be required to refund the tenant the rent corresponding to any pro rata.

In case of non-appearance of the tenant within 48 hours following the contract start date and without additional information, the contract will be canceled, and the tenant will remain liable for the payment of the balance of the stay. The agency reserves the right to re-let the apartment.

### **Included in the Rental:**

The rates include the rental of the accommodation, water, electricity, heating, and air conditioning. They are established in Euros. In order to satisfy its customers, the agency does everything possible to offer additional services (linen, cleaning, etc.). These are provided by a network of carefully referenced external partners. However, despite our efforts and for reasons beyond our control, if one of these services cannot be provided, the agency declines all responsibility, and the rental contract will not be canceled as a result.

Weekly cleanings during the stay are done in the presence of the tenant and according to the availability of a cleaning team. The scheduling modalities are therefore to be defined with the agency.

### **Not Included in the Rate:**

The tourist tax must be paid on-site upon arrival at the SELECT'soHOME agency or before your stay if you arrive outside the agency's opening hours/days. It may be subject to increases that depend on the city's Tourist Office and not on the agency. The tourist tax may vary in price and evolve depending on the city, period, and classification of the apartment. Its amount is therefore not fixed. For information, it is calculated and returned to the Tourist Office, and the difference in the event of a change may be requested upon arrival.

### **Disputes**

When a client notices that a service on-site has not been provided as planned, they must submit their complaint to the agency to avoid inconvenience throughout the stay. By express agreement, any dispute regarding the execution of these terms shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Toulon Tribunal. These are the conventions of the parties.

### **Obligations of the Lessor**

The lessor undertakes to make the rented accommodation available to the tenant in accordance with the descriptive statement and to respect the obligations arising from this contract.

### **Termination**

In the event of non-payment at the due dates or non-performance of any clause of this agreement, and eight days after a formal notice remains unanswered, the owner or their agent may require the immediate termination of this contract, and the tenant must vacate the rented premises upon simple order from the judge of urgent applications.

### **Data Protection and Privacy**

In accordance with the French Data Protection Act of January 6, 1978, and the GDPR of May 25, 2018, the client expressly authorizes the agency to record the information included in this contract in a computer file. The client has the right to access and rectify this information by contacting the agency.

We are at your disposal to issue the paid invoice or to fill out the certificate of stay, which will allow for the total or partial coverage of your rental costs by various organizations (Company Committee, Family Allowance Fund). Your form to be completed must be sent to us, accompanied by a copy of your rental contract, upon your return home.

We pay the utmost attention to your appreciation of your stay. In order to always better meet your expectations, we use the information that you kindly communicate to us through a satisfaction survey.

**WE WISH YOU A PLEASANT STAY IN OUR ACCOMMODATIONS!**