

RENTAL CONDITIONS

GENERAL RULES

In no case can the tenant change the length of the originally agreed to contract period, without the owner's consent.

The lease can in no case benefit a third-party, without the owner's consent.

Subleasing (even free of charge) is forbidden to the tenant, whatever the reason. In that case, the contract would be revoked.

The leased premises are meant for temporary living or holiday purposes, thus excluding any professional or business use.

The owner commits himself not to forward to anyone, any information given by the tenant in rental contract. This last clause is however not enforceable, if the information is requested by a civil service or the court.

WEBSITE AND CONTRACT

The website www.la-fraissinede.com gives a detailed description of the gites and the associated equipment that can be leased.

On that same website, on the page named « Price », the tenant can download a document including the present contract and rental conditions.






When booking, the tenant must send by mail or post a copy of the filled in contract.

No modification (deletion, overprint ...) will be accepted on the contract without the agreement of both parties.

RENTAL PRICES

HESPERIE/AURORE/APOLLON/VULCAIN/AMARYLLIS gite

(prices per week, from Saturday 6:00 P.M. to following Saturday 10:00 A.M.)

-  350 € from 30/10/09 to 03/04/10
-  500 € from 03/04/10 to 29/05/10
-  650 € from 29/08/09 to 26/09/09, from 29/05/10 to 03/07/10, from 28/08/10 to 25/10/10
-  1050 € from 03/07/10 to 17/07/10, from 21/08/10 to 28/08/10
-  1150 € from 17/07/10 to 21/08/10

For prices for short stays (minimum 2 nights, exclusively in low season), please contact us.

Dinner

20 € per person. 10 € per child under 10 years of age.

Aperitif, wine, coffee and tea included.

Reservations required.

Accepted means of payment

Only payments in euros are accepted, by one of following means:

- transfer to owner's bank account
- bank check in euros
- cash

RENTAL FEATURES

Rentals occur weekly, from Saturday 18 :00 P.M. to Saturday 10 :00 A.M. (exceptions for short stays)

- rental prices include electricity, water and gas, heating
- bed linens and towels are supplied.

PAYMENT

- 1 The booking takes effect when the tenant has confirmed that he has read and accepted these rental conditions (by email or post) and has paid the deposit (25% of the total cost for the stay).
- 2 The balance has to be paid 30 days before the holiday start date. The non-payment of the balance at the due date is considered as a booking cancellation. In such a case, the concerned premises will be put back on sale and no refund will be made.

If the booking takes place less than 30 days before the holiday start date, the total rental cost will need to be paid at the time booking.

INVENTORY

The inventory of furniture and equipment will be done on arrival and departure by the owner (or his representative) and the tenant.

If an inventory cannot be done on arrival, the tenant has 48 hours to check the displayed inventory and to report any damaged or missing item. Past this period, the rented goods will be considered as free from damages at tenant's entry.

If the owner notices damages or missing items, he will inform the tenant either immediately or within 8 days.

If the tenant causes damages to any part of the property, he understands and agrees to pay all costs due to necessary repairs or replacement of damaged items or rehabilitation of premises.

The costs will be justified by the owner based on the inventory, bailiff reports, cost estimates, invoices...

CANCELLATION

All cancellations must be made by registered post or email.

a) Cancellation at tenant's initiative

Cancellations of the rental contract must be sent to the owner's postal address by registered mail with confirmation of delivery or by email. The effective cancellation date is the date when the owner receives the letter.

- If cancellation occurs more than 3 months before the rental start date, the owner sends back the booking deposit paid by the tenant.
- If cancellation occurs between 3 months and 30 days before the rental start date, the owner sends back 50% of the booking deposit paid by the tenant.
- If cancellation occurs less than 30 days before rental start, the owner keeps all sums paid by the tenant (booking deposit and balance). The owner can deviate from this rule, at his own initiative and as a commercial gesture, if he succeeds in renting the premises concerned by the cancellation.
- If the tenant does not appear on the scheduled arrival day:
 - All sums paid by tenant for the rental (deposit and balance) are kept by the owner
 - The owner keeps the premises at the disposal of the tenant
 - The tenant will contact the owner to inform him of his new arrival date, in order to organise his reception.

b) Cancellation at owner's initiative

- Before the rental start date :

If the owner has to cancel the rental, before the rental start date, whatever the reason (except in case of *force majeure*), he will refund the tenant with double the amount of the received booking deposit. He will also refund the tenant with the balance, if the balance has been already paid. This sum will be sent to the tenant by registered mail with confirmation of delivery, within 15 days after cancellation.

This rule does not apply if an agreement is found, where the tenant accepts a substituted stay,

suggested by the owner.

In case of *force majeure*, only sums already paid by the tenant are refunded.

➤ After the tenant has entered the premises:

If the owner wishes to cancel the rental, during the rental period, it needs to be duly justified (payment defect, check with insufficient funds issued by tenant, proven deterioration of rented premises, neighbour's complaints...).

This rental cancellation is made by a letter given to the tenant in person.

This notification involves the immediate departure of the tenant.

Whatever the reason of the cancellation, the owner has the right to keep all sums paid for the rental.

STAY DISCONTINUATION

If the tenant interrupts his stay, and if the owner is not liable, no refund will be made.

INSURANCE

The tenant is advised to be insured for the premises which are leased to him.

He should therefore check with his insurance company whether his main residence insurance policy covers holiday rentals (generally the case).

UTILIZATION OF PREMISES

Capacity: the number of occupants cannot be greater than the maximum capacity indicated in this rental contract.

If the number of visitors is higher than the maximum capacity, the owner can refuse the additional occupants. Any contract modification or cancellation will be considered at the tenant's initiative.

In exceptional cases and subject to the owner's agreement, this rule can be changed.

Pets: pets are not allowed. If this rule is disregarded by the tenant, the owner can refuse the stay. In that case, no refund will be made.

Pool: The pool and its surroundings can be used solely by people staying in the gites and the owners.

The pool is generally open from June to September. However these dates are subject to weather conditions. The owner has the right to temporarily deny access to the pool for maintenance.

The pool can be accessed from 10:00 A.M. to 10:00 P.M.

Swimming is not supervised and therefore takes place under the entire responsibility of tenants. Minors use the pool under their parent's responsibility.

The tenant will be informed of specific precautions to take regarding the use of the pool.

Additional rules:

For the well-being of everyone, smoking is not permitted inside the facility or around the pool.

The tenant will enjoy the property with reasonable and due care.

In order to observe the peace and quiet of all, it is requested not to make unnecessary noise from 10:00 P.M. to 10:00 A.M.

The tenant commits himself to hand back the premises in a clean state. Cleaning the premises during the rental period and before his departure is the tenant's duty. All of the equipment listed in the inventory must be put back at the right place.

Installing tents or parking caravans on the property is forbidden, unless the owner has agreed to it.

DISPUTES OR CLAIMS

It is recommended to address oneself to the local Tourism Office, which will intervene to encourage an amicable settlement of disputes:

- If the contract has been signed by both the owner and the tenant
- If the claim is lodged within the 3 days after arrival, for any dispute about the inventory or the description of the premises
- At the end of the stay for any other complaint

The present contract is governed by French laws. Should any dispute arise from the implementation of its interpretation, or from consequences of termination of contract, the litigation will be submitted to the competent French jurisdictions.