

## GENERAL RENTAL CONDITIONS

Every accommodation is privately owned, VAL D'ISERE AGENCY acts as agent and organizes the rental on behalf of these owners.

**CAUTION:** The tenant is responsible for all his personal objects or belongings. They are not covered by any Building Owner Tenant or Owner-Agency insurance policy. Therefore, the tenant must personally insure his own belongings against theft; particularly for skis stored in outhouses such as the ski locker. The tenant is expected to insure himself with an insurance company in terms of personal liability and against risk of fire, flood rental risks, contents, as well as liability claims and thus must be able to prove to the owner or his agent such insurance. In consequence, the latest decline all responsibility for any liability claim made by their insurance company against the tenant.

### 1) OPTION

An option may be taken with the agency for the rental of a chalet, an apartment or studio

-by telephoning +33.4.79.06.73.50

-by Internet: <http://www.valdisere-agence.com>

-by E-mail: [reservation@valdisere-agence.com](mailto:reservation@valdisere-agence.com).

This option lasts 7 days. In the case of an option made less than one month from the arrival date, this period will be reduced to 4 days.

This option may be confirmed by sending an advance payment of 25% of the rental price within the option validity time defined above.

For an option made less than one month from the arrival date, this is the total amount of the rental that must be paid.

### 2) BOOKING RENTAL

The booking can only be confirmed after acknowledgement of reception of the advance payment, namely 25% of the rental price .

The rental is concluded with a numerated and dated contract. This contract must be signed electronically by the tenant.

The balance of the rental must be paid one month before the arrival date.

If a last minute rental is reserved by telephone, it is recommended that the balance of the rental must be sent by credit card: Visa, Eurocard or Mastercard (American express & Diners Club are not accepted). This amount becomes the property of the owner in the case of cancellation (for rentals over 3 days). The payment (deposit and balance) may be reimbursed in case of force majeure if a cancellation insurance is taken out (optional) and for a maximum amount of 10000 euros regardless of the amount of the lease subscribed.

In the case of payment made by banker's draft, the charges incurred are at the cost of the tenant.

Rentals are for a minimum of 7 nights.

Rental periods start from Saturday 5.00 pm and end on Saturday 10.00 am.

Overnight stays additional to those in the contract will be invoiced additionally pro rata to the current rate.

The apartment cannot be changed after the reservation and the contract has been made without losing the advance payment made to the Owner.

The tenant cannot claim any reduction or indemnity on the rental price in the following cases:

. any problems in the common parts (lifts, heating, hot water, electricity...).

. wireless malfunction, and/or TV reception in the apartment due to a failure by the operator and/or the collective system of the building. Please bear in mind that in the mountains, the signal quality may not always be as good or suitable for large amounts of streaming as it can be in the city. In addition, WIFI is not systematically installed in our rental properties (please refer to the commercial descriptions of the apartments).

. problem with the size of the parking (please refer to the commercial descriptions).

### 3) PRICE LISTS AND AUXILIARY COSTS

To the prices indicated on the tariff, are added:

. the administrative costs (26€),

. the municipal tourist tax applicable to the current tariff,

. the security deposit (in case of damage, loss of keys...) that must be paid before arrival and only electronically, via our partner Swikly, online secured deposit system (Mastercard, Visa and Eurocard). This deposit is not debited and does not affect the credit card limit. Payments by cheque, cash or bank transfer will not be accepted.

The amount of the deposit varies according to the apartments and is cashable at any time. The deposit is also cashable for long-term rentals (more than 3 weeks).

This security deposit, less any costs for breakage, cleaning or management costs, expires within 3 weeks after your departure. A notice of closure will be sent to you electronically.

If the amount of the security deposit proves to be insufficient, the tenant would be obliged to pay the difference.

If the keys were not returned, the cost of replacing the lock would be deducted from the deposit.

### 4) RECEPTION AND HANDING OVER KEYS

Reception will be at VAL D'ISERE AGENCY (VAL D'ISERE center) 971 avenue Olympique from 9 .00 am to noon and 3.00 pm to 7.00 pm, and for the apartments situated in La Daille, in our office in La Daille, 30 place du Rosoleil (winter season only).

The Agency will hand over the keys starting from 5.00 pm after reception of the total rental price and the guarantee deposit. The reception formalities can be carried out throughout the day.

Any late arrival (after 7 :00pm) must be reported to the agency. Exceptionally, tenants who want to take possession of the apartment after 7.00 pm must pay either the balance of the rental price (one month before the arrival date) and also the guarantee deposit.

The balance will also have to be paid if the premises are not occupied on the planned date (except in a case of force majeure covered by cancellation insurance conditions).

Outside the agency's opening hours, there is no emergency service.

### 5) OCCUPATIONS

On arrival, an inventory of the premises will be made and returned signed by the tenant to the Agency at the latest the day after arrival, before 5.00 pm.

Any claim concerning rented premises and the inventory must be presented within 48 hours after handing over the keys.

Occupancy dates and release times must be strictly respected. Any delayed departure, without prior authorization from the rental department, will be invoiced in addition according to the property rented. Animals may be admitted subject to the current legislation. The inventory is made initially in the presence and in agreement with the tenant.

### 6) SPECIAL INSTRUCTIONS

Tenants are requested to:

- treat the rented premises and their contents with due care.

- strictly avoid housing more occupants than are stated in the rental contract, that corresponds to the accommodations facilities in the apartment considered.

- use only the beddings specified in the apartment's commercial description, the bedding being adapted to them.

- do not make any change in the arrangement of the furniture in the apartment and it's forbidden to take them outside the apartment.

- allow any urgent work required to maintain the leased premises to be carried out.

- give the apartment back in the same state as initially found (rubbish emptied, dishwashing cleaned, linen taken off and fold up in the entrance of the apartment...).

- respect the rented premises and their contents

- respect instructions concerning energy savings, particularly avoiding leaving windows open and radiators on unreasonably, and also to take all precautions against risks of frost.

- respect the internal regulations of the building as displayed, in particular with regard to neighborhood disturbances, namely:

➤ to avoid any abnormal noise pollution from 7:00 a.m. to 10:00 p.m.

➤ to respect the obligation of calm after 10 p.m.

- respect the non smoking instructions

- follow the prohibition of the use of Internet contrary to French law and more particularly rights to intellectual property (illegal downloading, respect of copyright...). Breaches of these obligations exposes the tenant to prosecution by the head of internet legal governance.

### 7) LINEN AND CLEANING

Bed linen and towels are included in all the apartments, and the final cleaning too. Beds are made up on arrival (except for last-minute rentals).

### 8) ALL INCLUSIVE STAYS

Accommodation + lift pass (applicable on certain periods and subject to the opening of the Espace Tignes/Val d'Isère).

There will be no refund on the ski pass for any reason (bad weather, partial or total closure of the ski area).

### 9) PROTECTION OF PERSONAL DATA

Val d'Isère Agence carries out its business in compliance with RGD conditions (General Data Protection Regulation) to ensure the confidentiality and security of its customers' personal information.

ALL LITIGIOUS proceedings that might have occurrence between the two parties must exclusively be in the tribunal of the locality rented.

**CAUTION:** The bunkbeds should not be used by children under six years old.

It must be noted that the commune of Val d'Isère has introduced a prevention plan of possible natural risks (PPRNP) dated 27.04.06, (Arrete prefectoral nr 1.1 du 16.02.06). For more information, Web site of the « préfecture de la Savoie »: <http://www.savoie.pref.gouv.fr>

CAISSE DE GARANTIE DE LA FNAIM - N°3411 - 89 Rue de la Boétie - PARIS / Cartes professionnelles délivrées par la CCI de la Savoie: CPI 73012016000004584

## HOLIDAY AND SEASONAL RENTAL CANCELLATION INSURANCE

Under the general and special terms and conditions of policy no. FRPOPA11790, CHUBB guarantees, in the event of cancellation of the holiday, the repayment of sums paid by way of deposit (less an excess of €12) and, if applicable, the balance of the rental which will be paid through Val d'Isère Agence, with a maximum of €10,000 due to one of the following cases:

### 1-CANCELLATION OF STAY:

1.a – Serious illness, serious accident or death of the reserving party, his/her spouse (including common-law partner or spouse bound by a civil partnership) or their descendants, ascendants, sons-in-law and daughters-in-law, sisters and brothers or persons designated in the rental contract. Serious illness or serious accident means any change in health or any bodily injury prohibiting leaving the home or hospital, place of treatment on the date of the start of the rental period and justified by a certificate of sick leave and by a medical certificate specifying the aforementioned prohibition. Chronic illnesses, whose progression at the time of departure would not allow departure, are included. Cancellations due to pregnancy are only covered if the pregnancy gives rise to medical complications (miscarriage, post-delivery) occurring after the effective reservation date.

1.b – Incident involving significant damage to the reserving party's home, secondary residence or business, occurring before the reserving party's departure and requiring the reserving party's presence at the location of the incident on the day of departure.

1.c – Incapacity to take possession of the rented premises following dismissal (except dismissal for serious professional misconduct) or transfer of the reserving party or his/her spouse (or common-law partner or partner bound by a civil partnership), provided that the employer's notification is subsequent to the effective date of the cover and that the insured party has worked for at least a year within the company that is notifying his or her dismissal or transfer.

1.d – Reserving party prevented from going to the rental site by road or rail, on the day scheduled for taking possession of the rented premises and within 48 hours thereafter, as a result of blockages or strikes preventing traffic, certified by the Mayor of the Municipality or any authority (Tourist Office, SNCF, etc.) of the location of the holiday residence.

1.e – If the reserving party is forced to cancel or abandon their stay within 48 hours prior to or after the contractual start date of the rental, due to: The amount of the cover is limited to €300,000 per claim, regardless of the number of cancelled or interrupted stays, which can be compensated. In the event of the cost exceeding the cover, pro-rata repayment.)

1.e.1: Lack of or excess snow. This cover is only valid if the lack of or excess snow occurs between 15 December and 1 April of the following year and if more than two-thirds of the slopes of the resort in question are closed according to the snow report published by an organisation authorised to issue this report.

1.e.2: As a result of natural disasters in accordance with the law of 13/07/1982 or forest fires occurring within 8 days preceding the start of the stay resulting in: a) either the prohibition of staying on the site by the competent authorities during all or part of the rental period, b) or damage to the rented premises and the site such that it does not allow the tenant to normally enjoy the environment and the services that motivated his/her rental. In the event of a dispute, the parties shall refer to the opinion of the local Tourist Office to assess the validity of the cancellation, given the local repercussions of the event on tourism.

1.f – Inability to take possession of the rented premises following an administrative summons.

**2-INTERRUPTION OF STAY:** The insurer shall reimburse the reserving party for the amount of rent not yet accrued as a result of interruption of the stay or delay in taking possession of the premises, as a result of one of the events listed in 1.a, 1.b, 1.e of the Cancellation of Stay, it being specified that in the event of delay, the event must occur within five days prior to the contractual date of taking possession of the premises.

**3-SEARCH AND RESCUE COSTS:** The insurer covers search and rescue costs incurred by an organisation authorised to come to the rescue of the beneficiary, his/her spouse (or common-law partner or civil partner), their ascendants or descendants or the persons mentioned in the reservation contract, up to €3,000.

**4-ASSISTANCE:** The insurer will cover the cost of:

4.a: medical repatriation by any means of the tenants or occupants as soon as they are in a hospital centre and cannot be treated on site.

4.b: repatriation of the body in the event of the death of the tenant(s) or occupant(s) to the place of burial in France.

4.c: the provision of a return ticket for a member of the family of the tenant(s) or occupant(s) if they are hospitalised for more than 10 days and more than 100 km from their home.

4.d: the provision of a return ticket for the tenant or occupant in the event of the sudden and unforeseeable death of a close relative.

4.e: the provision of a driver for returning the vehicle if, following repatriation, none of the tenants or occupants can drive the vehicle.

This cover applies in mainland France and neighbouring countries, and exclusively during the stay of the insured parties. It takes effect when they leave their home and ends when they return.

In the event of a claim under this cover, the insured party must contact CHUBB ASSISTANCE directly on 33 (0)1.40.25.57.25 by providing the following references: 610782/FRBOPA11790

### ALL DAMAGES DIRECTLY OR INDIRECTLY RELATED TO THE FOLLOWING ARE EXCLUDED:

- *An epidemic or a pandemic declared and qualified as such by the world health organisation and/or requiring quarantine and/or lock down measures imposed by the government,*
- *Foreign war (it is the responsibility of the insured party to prove that the claim results from another fact),*
- *Civil war (it is the responsibility of the insurer to prove that the claim results from a civil war),*
- *All direct or indirect effects of explosion, release of heat, irradiation resulting from transmutation of atomic nuclei or radioactivity or exposure to any substance or contamination of a biological or chemical nature,*
- *Use of drugs not medically prescribed,*
- *Playing a sport as a professional,*
- *An intentional act by the insured party or his/her suicide or attempted suicide,*
- *Aesthetic, psychological or psychotherapeutic treatment,*
- *Illness or accident, pregnancy and in general any change in health, the first symptoms of which take place before the date of booking the holiday,*
- *A medical ban on treatment programmes,*
- *Rentals longer than 90 days.*

### FORMALITIES IN THE EVENT OF A CLAIM:

In the event of a claim, the insured party must inform the Agency within 8 days, and at the same time, GBC Montagne, 298 Avenue Maréchal Leclerc, CS 80023, 73704 BOURG ST MAURICE CEDEX, by attaching to its declaration all the supporting documents, and in particular concerning illness, accident or death, the medical certificate or death depending on the case, accompanied by a copy of the rental contract. Compensation due to the insured party will be paid directly by GBC Montagne within 30 days following the agreement of the parties

#### **CREATION, EFFECTIVE DATE:**

This cover provided by CHUBB shall be effective from the day following receipt by the reserving party of the rental contract drawn up by VAL D'ISERE AGENCE, and for the rental period indicated in said contract.

#### **THE PROVISIONS OF THIS INSURANCE CONTRACT DO NOT REPLACE THOSE OF THE RENTAL CONTRACT.**

For and on behalf of the insurance company, **GBC Montagne** – Insurance Brokerage Company: A simplified joint stock company with share capital of €2,800,000. Chambéry Trade & Companies Register no. 832 805 444. VAT no. 51832805444. Orias no.: 17 007 353 [www.orias.fr](http://www.orias.fr)

Registered office: Résidence le Grand Cœur – Bat. B – 298 Avenue Maréchal Leclerc – 73700 Bourg St Maurice. Under the supervision of the ACPR – Autorité de Contrôle Prudentiel et de Résolution – 4 Place de Budapest – CS92459 - 75436 Paris Cedex 09. Professional Liability Insurance and Financial Guarantee in accordance with the French Insurance Code. We receive commissions and/or fees and management fees.

Our brokerage firm operates in accordance with the provisions of Article L520-1-II-b of the French Insurance Code. Claims department: [reclamations@gbc-mountain.com](mailto:reclamations@gbc-mountain.com).

Non-contractual document, extract from insurance contract no. FRBOPA11790, taken out with **CHUBB** European Group SE by DEGOUEY ET CIE through GBC MONTAGNE. The cover and exclusions are detailed in the Special Agreements of the insurance contract, which alone have contractual value.

Chubb European Group SE, a company governed by the French Insurance Code, with share capital of €896,176,662, located at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, registered with the Nanterre Trade and Companies Register under number 450 327 374. Chubb European Group SE is subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.