

# **General rental conditions**

## English version

Written in French only.

English version translated from the French version.

**General Information Note forming part of the annexes to the lease agreement.**

### **Who we are?**

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SavoieLac Agency – Alexandre Latscha – 53 Avenue de la Mavéria – 74000 Annecy – France, registered RCS Annecy under the number 447 567 314 – phone: +33(0)450 673 765 – mobile : + 33(0)662 350 482 – [info@savoielac.com](mailto:info@savoielac.com) is a french real estate agency

Created in 2002, it benefits :

1. The professional card N° CCPI74012016000017909 delivered by CCI of Haute Savoie on behalf of Alexandre LATSCHA. The professional card is obligatory in France and can be consulted on the site: [www.cci.fr/web/trouver-un-professionnel-de-l-immobilier/accueil](http://www.cci.fr/web/trouver-un-professionnel-de-l-immobilier/accueil)

The villas, chalets and apartments managed by the SavoieLac agency, Alexandre Latscha are primary and secondary residences. They are available for seasonal rental or as a second home.

### **SEASONAL RENTAL OR AS A SECONDARY RESIDENCE**

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Rentals offered by the agency are not intended for rental as a principal residence. In all cases, you will be required to state that your principal residence is and remains at the address specified on the rental agreement and have no intention to fix it in the rented premises.

The premises are thus open for rent for the duration of the lease, either as a second home or as a seasonal rental.

**Rentals as a second home are concluded for a period of 12 months MAXIMUM.** You will be asked to acknowledge the lease having been informed of the will of the lessor to dispose of the rented premises from the end of the contract, and to have accepted that the prohibition that is made to you to fix your principal residence is an essential and determining condition of the lease without which the lessor would not have agreed to regularize the present lease.

These rentals are not subject to the provisions of Law 89-462 of July 6, 1989 (with the exception of the provisions of Article 3-3, the first two paragraphs of Article 6, Article 20-1 and Article 24-1 of the said Law), or the provisions relating to seasonal rentals but the provisions of Articles 1719 to 1778 of the Civil Code as well as the general and special conditions provided for in the signed lease.

**The rentals as seasonal rentals are concluded to the week or the month without being able to exceed 90 days**, and without possibility of renewal or maintenance in the places. You will be asked to recognize the lease to have been informed of the will of the lessor of to be able to dispose of rented premises from the end of the contract, and to have accepted that the prohibition which is made to you to fix your principal residence there and even your second home is an essential and determining condition of the lease without which the lessor does not would not have agreed to regularize this lease.

These rentals are subject to articles L 211-1 and following and L324-1 and following of the Code of Tourism relating to the seasonal hirings, the provisions of articles 1719 to 1778 of the Civil Code and the general and particular conditions of the lease.

No commercial, craft or professional activity may be permitted in the rented premises

### **RESERVATION (Seasonal rentals)**

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To book, you must be 18 years old at the time of booking and be able to contract. The person who reserves, agrees to pay the rental in full and is responsible for the actions of all the occupants of its head, including any damage to the rental

To book, you are asked to follow the following procedures:

**Direct booking through the website** [www.savoielac.com](http://www.savoielac.com)

1. Check the availability of each villa, chalet or apartment by consulting the respective schedules on [www.savoielac.com](http://www.savoielac.com).
2. Fill out the information form on the presentation sheet so that we can make a proposal, write and send you the lease.
3. If the proposal we send you is suitable for you, and your booking is made less than 6 months before the start of your stay: you just have to return the contract signed and accompanied by the payment of the deposit (25% of the amount of rent), by bank transfer, bank check (in euros only) or credit card (Visa or Master Card, a payment order by email via Systempay from the Bank Populaire des Alpes will be sent to you).  
If the reservation intervenes more than 6 months before the beginning of your stay: you just have to return to us your contract signed, then 6 months before the beginning of your stay to address us on reminder of our part, the payment of the deposit referred to above .

4. The balance of the rent is to be paid directly to the agency savoielac 30 days before the date of your arrival. A reminder email will be sent to you.

#### **Reservation with Homeaway, Abritel, etc.**

1. You book through the HomeAway platform, which charges only the service charge on your credit card.
2. We receive your confirmed reservation directly.
3. We send you a rental contract from the Savoielac Agency by email which we ask you to check to warn us of any errors in its drafting.
4. If the reservation occurs less than six months before the start of your stay, you return the signed contract and accompanied by the payment of the deposit (25% of the rental amount), by bank transfer, check (in euros only) or credit card (Visa or Master Card, a payment order by email via Systempay from Banque Populaire des Alpes will be sent to you).  
If the reservation is made more than six months before the beginning of your stay you return the contract signed, then, six months before the beginning of your stay, you send us the deposit provided for in the contract, on reminder from us, by the one of the means of payment provided for above.
5. You will receive a booking confirmation by email from Savoielac agency
6. The balance of the rent is to be paid directly to the agency Savoielac 30 days before the date of your arrival. A reminder email will be sent to you.
7. Warning ! services charges charged by Homeaway, HomeAway, etc. are not reduced by the deposit requested in the Savoielac contract.

#### **Reservation with Airbnb, Trip Advisor, etc**

1. You book through the Airbnb platform, Trip Advisor, etc., who will charge their service charges and the full rent on your credit card.
2. We receive your confirmed reservation directly.
3. You process directly all the payments as well as the deposit with the Airbnb platform, Trip Advisor, etc.
4. The Savoielac Agency will welcome you for your arrival and during your stay.
5. The tourist tax will be paid to the agency Savoielac - Alexandre Latscha on your arrival.

#### **Reservation confirmation**

The reservation will be considered as definitively accepted only after receipt of the deposit. You will be informed by e-mail.

#### **Balance payment**

The balance of the rental must be paid 30 days before the start of the rental. If the balance is not paid at the latest on the day of arrival, the booking is considered canceled and the sums collected will not be refunded, and this without prejudice to the possibility for the Lessor to

solicit the payment of the balance of the stay in the conditions stipulated in the contract.

If you book less than 30 days before your arrival, the full amount will be due at the time of booking

### **ANNULATION (Seasonal rentals)**

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**Once the reservation becomes final as a result of the collection of the deposit provided for in the contract, no cancellation will be accepted.**

We strongly recommend that you take out our ADAR cancellation and interruption of stay insurance policy by completing the form in several languages at: [www.albinet.fr/fr/adar-luxe-assurance-locations-prestige](http://www.albinet.fr/fr/adar-luxe-assurance-locations-prestige)

#### **Modification**

Any request to modify the booking period will be considered as a cancellation, unless agreed by the Lessor, the deposit received being then transferred to the new location.

#### **Extending your stay**

You can only extend the duration of your stay if the rental is not booked and subject to the payment of additional accommodation costs.

#### **Photos and descriptions**

The photos and descriptive texts presented by the agency Savoielac - Alexandre Latscha as part of the description of your holiday rental are carried out in order to highlight and present it objectively and accurately. However, you must accept some differences between the photos and texts used and disseminated and the rental itself, concerning the state of general use, the elements of comfort, decoration or furnishing. By the way, some details that you can see on the pictures, such as flowers, candles, wine bottles, some items of dishes or food are not provided with the rental.

Our rentals are in very good condition but are not new and live with use.

We invite you to consult the google maps position provided in the description to show you the exact position of the villa. We are at your disposal to enlighten you.

The photos presented on the site cannot be used without the authorization of the agency Savoielac Alexandre Latscha under penalty of legal proceedings.

#### **Security deposit**

A deposit is required to cover any damage caused by the occupants of the rented property. The amount is specified on your rental agreement

The security deposit will be requested upon arrival by credit card by the PLBS system (Program of rental of goods and services) and the amount is blocked. It is your responsibility to check with your bank the ceiling of your card so that pre-authorization is accepted. In the absence of damage, the security deposit is unblocked 30 days maximum after your departure. In case of damage noted, the amount of the replacements or repairs will be

communicated to you and deducted from the deposit, the balance being released.

In the event of a loss requiring the support of your insurance company or the ADAR insurance taken out when you make your reservation;

If the instruction of the file and the reimbursement by the insurance occurs within 30 days of your departure, the amount will not be cashed, only the deductible will be charged.

If the processing of the file and the reimbursement by the insurance takes place more than 30 days after your departure, the amount of the deposit will be cashed on the safe account of the agency Savoielac - Alexandre Latscha and returned on receipt of payment by the insurance company deducting the deductible

## **Insurance**

In France, the tenant's liability insurance on real estate and movable property is an obligation. You will therefore be asked to provide proof of this insurance.

For any rental of a second home, you will be asked to take out a comprehensive household insurance with the company of your choice,

For all seasonal rentals, we would like to draw your attention to the need to check with your insurance company that your liability insurance covers damage to movable and immovable property of a seasonal rental

If you have any doubt, do not hesitate to inquire with our partners on the site:  
[www.cabinetalbinet.fr](http://www.cabinetalbinet.fr).

*In partnership with :*

**Albinet Insurance**

[www.cabinetalbinet.fr](http://www.cabinetalbinet.fr)

We offer the ADAR Luxury insurance contract covering:

1. Cancellation of stay
2. Interruption of stay
3. Occupier's liability for property damage

**To subscribe this insurance is a provident act** in the event of occurrence of an event likely to entail a cancellation or an interruption of your stay, and an **almost immediate refund** of the damages on the movable property.

This insurance is offered to you at the signing of the lease contract.  
Its cost is 3.5% of the rent.

To subscribe you must go to the website [www.albinet.fr/fr/adar-luxe-assurance-locations-prestige/?ol=fr](http://www.albinet.fr/fr/adar-luxe-assurance-locations-prestige/?ol=fr) and return the completed form with your contract

**Otherwise, you must agree to provide with the contract a certificate in civil liability, specifying the coverage on movable property.**

## **FINANCIAL CONDITIONS AND PAYMENTS**

### **Price**

Prices for seasonal rentals are quoted in Euros for one week rental. Beyond this, the extra days will be prorated.

### **Payments accepted**

- Transfer in Euro (transfer fees are your responsibility)
- Bank check France in Euros only.
- Credit cards (Visa, Master Card, American Express) by manual debit (you give us your credit card information: numbers, expiry date and security number) and we proceed to secure debit life the People's Bank of the Alps. You will be charged 2% of bank fees, in addition to the cost of renting
- Credit cards (Visa, Master Card, American Express), by secure payment order by email via Systempay from Banque Populaire des Alpes  
An email will be sent to you to validate your payment  
You will be charged 2% of bank fees, in addition to the cost of renting



## **On the spot**

### **Arrival**

For your welcome, we give you appointment directly to your rental which you will find the address on your contract.

During your trip we thank you for keeping us informed of the evolution of your expected arrival time by phone or SMS at +33 (0) 662350482.

Our welcome schedule is flexible and adapts according to the trip of each one. However, note that the official delivery time is 5 pm

In case of arrival before 5 pm, if the rental is ready, we will be happy to deliver it to you as soon as you arrive.

Also if you want to leave your luggage, we will do our best to facilitate access while the cleaning service is finished.

The days of arrival and departure are very intense and we cannot be in all rentals at the same time given the geographical distribution and distance of each of them. You are therefore asked to understand and accept that your entry into the premises can be carried out without the immediate presence of a representative of the agency Savoielac-Alexandre Latscha, the terms of handing over the keys then being indicated to you by telephone. If we are not able to make the entry into the premises and take control of the rental before 9 pm, we will postpone our visit to the next morning.

In case of late arrival

After 20:00, a service charge of 60 euros can be requested.

After 23:00, a service charge of 100 euros can be requested

### **At the arrival**

Important: In seasonal rentals, unlike in furnished rentals, the inventory is not mandatory. The presumption of good condition (article 1731 of the Civil Code) therefore applies: the seasonal tenant is presumed to have received the accommodation in good condition and must return it in the same condition when leaving the premises.

When entering the premises and taking charge of the rental with a representative of the Savoielac - Alexandre Latscha agency, an inventory agreement will be signed between you and the Savoielac - Alexandre Latscha agency.

This agreement will specify this provision to you. When taking charge of the villa, we will report the most characteristic anomalies (blows, breakages, cuts, burns, stains, malfunctions) known to the Agence Savoielac or noted by it and will re-specify the tenant's obligation to carry out findings of use of the rented item within 24 hours of its arrival. This signed agreement will be worth a contradictory inventory of fixtures in the absence of any additional report of a defect or a breach by the tenant within 24 hours following the

signature of this document by email at the address [info@savoielac.com](mailto:info@savoielac.com) or by SMS at number +33(0)662350482, illustrated with additional photos.

### **To the output**

The constraints specific to seasonal rental require that the tenant accepts, that the inventory be made after his departure unilaterally by the agency Savoielac-Alexandre Latscha accepted as joint agent of the owner and the tenant and authorized as such to carry out the exit inventory in a fair and loyal manner towards the tenant and the owner

In the event of finding of disorders or of failure by comparison with the inventory of fixtures of entry, the agency Savoielac-Alexandre Latscha will send to the tenant, with copy to the owner, within 7 days maximum, an email detailing the anomalies observed on departure, with photo if justified.

In case of disagreement, a bailiff's report will be drawn up, the cost of which will be borne in half by the owner and the tenant.

### **Number of occupants**

The number of people must not exceed the capacity indicated on the booking contract (number also including children under 2 years).

In case of exceeding the number of occupants, Savoielac reserves the right to cancel the rental contract or to charge a supplement per person per night.

### **Cleaning and tidiness**

The rent will be delivered to you in perfect state of cleanliness. However, you notice an anomaly on the cleanliness of the hiring, we expressly ask you to announce it immediately, the day of your arrival by email, any complaint formulated more than 24 hours after taking possession of the premises cannot be considered as attributable to the owner.

During the stay, you will be asked to respect the place and to behave as a good father, in a bourgeois way, ensuring the usual daily cleaning in the matter, especially the dishes, its cleaning, and its storage.

In the same way, at the end of the stay the places will have to be made clean and tidy, the dishes made and stored, and the bins emptied, and this notwithstanding the fact that the hiring includes a cleaning of end of stay. Indeed, this cleaning will not be able stay included in the rental amount only if the rental is made accessible (rooms and dishes stored empty bins and cleanliness minimum, allowing easy access to our maintenance team ...) Otherwise, extra cleaning service will be charges at 50 € Per hour will be deducted from the amount of your security deposit.

We also thank you to report any breakage or degradation during the course of his stay.

In addition, if you want a cleaning or a change of linen during your stay, this service available on request will be charged at the indicated price.

The agency Savoielac - Alexandre Latscha or his representative, reserves the right, in case of need of access, to the renting whatever the time of the day, for a purpose of inspection, maintenance, or to clean or maintain the premises.

### **Linens**

Unless otherwise mentioned in the contract, the rent is delivered sheets and towels provided and beds made on your arrival. The sheets, towels, bath towels provided will appear in the inventory listed in the inventory.



### **Garbage and recycling**

The treatment of garbage cans as well as the selective sorting of garbage are the responsibility of the tenant during the stay. The treatment of garbage cans left at your departure will be billed 170 euros at a flat rate.

### **Departure**

The rental ends at 10 am, at which time the premises must be completely vacated. In case the rental is not rented the following week, you can stay a few more hours, this with the agreement of the agency Savoielac and without additional charge.

Make sure the rental is secure and secure.

Leave the keys in the place indicated by the agency.

## **RESPONSIBILITIES**

### **Your responsibilities**

You are received in a rented furnished, entirely equipped, and you are responsible for any deterioration of your fact, which can occur during your stay.

The rental must be returned in the state it was when taking possession of the premises.

It is forbidden for you:

- attach objects to walls, move equipment and furniture
- to assign the lease
- to sublet the rental
- to have a commercial or professional activity in the rental
- to organize parties in the rental.

In the event that one of these conditions is not respected, we can terminate without notice to rent. No refund will be due by the owner.

### **Our responsibilities**

We must provide you with a rental that is **clean and in good working** order. Our technical team checks each dwelling before renting.

### **We disclaim any responsibility:**

- In the event of a rent break or delay for reasons we cannot control: political events, religious, terrorism, natural disasters, fires, accidents, war, strikes, government measures, industrial actions, etc.
- In case of mechanical failure of a rental or co-ownership equipment, for example: elevator, electric doors, heating, TV antenna, etc.
- In case of malfunctions of the distribution services: electricity, water, gas or cable TV network.

The agency Savoielac- Alexandre Latscha reserves the right to provide the client with housing of equivalent or higher category if the circumstances require it.

### **Security and values**

Any valuable object left in the rent is under the responsibility of the tenant.

The Savoielac-Alexandre Latscha agency and the owner are not responsible for loss or theft of valuables.

All our rentals are in prestigious neighbourhoods, as a result, the risks of burglaries are more numerous.

Entrance doors must always be locked when you go out or when you are inside the rental. It is advisable to use the safe if the housing has one.

### **Complaints**

We do our best to satisfy you and make your stay pleasant, but in case you are disappointed by the rented accommodation, we ask you to contact in the first place the agency Savoielac-Alexandre Latscha.

If you leave the rental before the end without our agreement, you will lose your right to possible compensation for the damage you consider to have suffered.

By signing the rental agreement, in case of dispute, the tenant mandates the fair and fair arbitration of the Savoielac agency.

### **Disputes**

In case of dispute if no amicable solution is found, the District Court of Annecy has sole jurisdiction.

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## **Divers**

### **Internet - Telephone**

The method of payment for telephone calls depends on the location you occupy. A user's manual will be provided depending on the type of subscription chosen by the owner.

All the accommodations are not equipped with telephone or Internet (see the description of the accommodation)

### **Animals**

The contract specifies whether or not the customer can stay with a pet. In case of mention of the prohibition of any animal, the owner will be able to refuse the animals. This refusal cannot be considered as a modification or a breach of the contract on the initiative of the owner, so that in case of departure of the customer, no refund can be considered.

In the event that a pet is accepted, it must not sleep on the sofas and the beds, and the excrement must be picked up by their master.

**Smoking**

Only some rentals accept smokers. Please specify during your booking if you want a smoking rental.

Thank you for choosing the Savoielac- Alexandre Latscha agency and have a nice stay with us!