



GENERAL TERMS AND CONDITIONS OF SALE

1 – Payment Terms

A deposit of 25% of the rental price is required upon booking, payable to Emmanuelle IMMO. The balance must be paid on the day of your arrival or thirty days before, depending on the property.

2 - Accepted Payment Methods

Payment can be made by credit card, French check, bank transfer, cash (limited according to applicable law on the day of payment), or ANCV holiday vouchers.

3 - Cancellation Policy

Vacationers who cancel at least 14 days before the arrival date will receive a refund of 100%. If cancellation occurs after the specified dates, the 25% deposit will be retained as a credit valid for 1 year. In case of no-show, no refund or credit will be given, and the full rent will be due.

4 - Duration

The rental cannot be extended beyond the agreed-upon period without prior agreement from the owner or agency.

5 - Purpose of Lease

The accommodation is rented for temporary residence. It is prohibited for the tenant to conduct or seek to conduct any business in the rental.

6 - Price

The price indicated in the advertisement includes rent, charges, and agency fees payable by the tenant. Tourist tax, linen rental, fees for pets, or any other additional services requested by the tenant are not included in this price.

7 - Description

The description of the rentals is made in good faith according to the indications provided by the owners. All rentals are equipped with dishes and duvets, pillows, and mattress protectors for the beds. Generally, sheets, table linens, and towels are not provided unless otherwise stated in the description. Baby equipment is provided free of charge but upon request. "Pets allowed" means dogs; always make a request to confirm authorization. The presence of a pet must always be stated on the booking form. The maximum number of people allowed in the rental is indicated in the description; it must be strictly adhered to, and the Agency may, at its discretion, refuse entry to any persons in excess. The maximum number of people includes children and babies.

8 - Security Deposit

The security deposit must be paid upon entry into the premises; its amount is specified in the description. A credit card imprint, a check, or the deposit of a sum of money will serve as a security deposit. It is deposited to respond to damages that may be caused to the rented property and furnishings or other items in the rented premises, as well as to various charges and consumptions. This amount will be refunded within a minimum period of 48 hours to one week or more in case of damage (time required for necessary estimates), less the cost of replaced items, any additional cleaning fees, and the amount of consumptions. If the security deposit is insufficient, the tenant agrees to pay the difference.

9 - Tenant's Obligations

- The tenant agrees to take the rented accommodation in the condition in which it is at the time of taking possession and as described in the description.
- Furniture and furnishings should only suffer from depreciation due to normal use for which they are intended. Those which, at the end of this agreement, are missing or have been put out of service for any reason other than normal wear and tear, must be paid for or replaced by the tenant with the consent of the owner or their agent. This clause also applies to papers, hangings, and the building in general.
- The tenant will be liable, if necessary, for:

a) the replacement value of broken or chipped items;

b) the cost of washing or cleaning carpets, blankets, mattresses, bedding, linens, etc., that may have been stained.

- The tenant undertakes to use the furniture and furnishings in the rented accommodation in accordance with their intended use and in the places where they are located. The tenant formally undertakes not to transport them outside the rented premises.
- The tenant must absolutely refrain from throwing objects into sinks, bathtubs, bidets, sinks, washbasins, WCs, etc., which could obstruct the pipes; otherwise, they will be liable for the costs incurred for putting these appliances back into service.
- Under penalty of termination, the tenant may not, under any circumstances, sublet or assign the lease without the express consent of the owner or their agent; they must live in the rented premises with dignity and may not, under any circumstances, store furniture therein, except for linens and small items.
- The rented accommodation must under no circumstances be occupied by a number of people exceeding its capacity as indicated in the advertisement and in the rental agreement, unless prior agreement is obtained from the agent.
- The tenant must allow urgent work necessary for the maintenance of the rented premises and common equipment to be carried out on the premises.
- The tenant may bring a pet into the rented premises with the express consent of the agency.
- In the case of renting in a collective building, the tenants will comply, as occupants of the premises, with the condominium regulations or the internal regulations of the building.

It is expressly forbidden to hang laundry on windows and balconies.

- In the event that the tenant renews the lease, with or without interruption, fees will be due to the agency during the new rental periods, in accordance with the agency's fees.
- The tenant must inform the agency of any anomalies within three days of taking possession.

10 - Landlord's Obligations

The landlord undertakes to make the rented accommodation available to the tenant in accordance with the description.

11 - Insurance

The tenant shall be required to obtain insurance coverage from an insurance company against the risks of theft, fire, glass breakage, water damage, and more generally, for all rental risks as well as for the furniture rented, and for the recourse of neighbors, and to provide proof thereof upon the first request of the owner or their agent. Consequently, the latter disclaim any liability for any claims that their insurance company may assert against the tenant in the event of a disaster. Please inform your civil liability insurance of your dates and places of stay; a certificate may be requested. Your insurance company's name must appear in the seasonal rental agreement.

12 - Mechanical, Electrical, and Technical Malfunctions

Emmanuelle IMMO cannot be held responsible for mechanical, electrical, and technical malfunctions such as television, cable service, internet connection, household appliances, air conditioning, etc. We will endeavor to address such issues as quickly as possible, which are beyond our control. Emmanuelle IMMO will assess the level of inconvenience caused to its clients and will either offer a commercial discount or relocation if necessary. When Wifi connection is provided, it is free throughout our program (unless otherwise specified in the description), but we do not offer any guarantee regarding the stability of this service. Emmanuelle IMMO cannot be held responsible for any incompatibility of laptops with the modem.

13 - Termination

In case of default in payment on the due dates or failure to comply with any clause of the lease agreement, and eight days after an unsuccessful formal notice, the owner or their agent may demand the immediate termination of the lease agreement, and the tenant must vacate the premises upon a simple order of the summary judge.

14 - Right of Withdrawal

In accordance with Article L. 221-28, 12° of the Consumer Code, no right of withdrawal may be exercised by the tenant after the conclusion of the contract.

15 - Complaints

If you have any complaints about the accommodation you have chosen or about the inventory, you must report them to us and inform the key holder within 48 hours following the scheduled start of your stay. We remind you that forgetting personal effects inside the

rented accommodation upon vacating the premises shall not engage the liability of Emmanuelle IMMO. Tenants or landlords may lodge their complaints:

- With Emmanuelle IMMO agency (Emmanuelle Martinetto 06.21.50.34.68 or emmanuelle@emmanuelle.immo)

- With the Quality Department of FNAIM at the following address:

129 rue du Faubourg Saint Honoré – 75 008 PARIS

- Or with the FNAIM regional union at the following address:

FNAIM Côte d'Azur, 36 avenue Simone Veil 06200 NICE

16 - Data Protection

The information collected by the agent in the context of this rental is subject to computer processing necessary for the execution of the missions entrusted to the agent. In accordance with the amended Data Protection Act of January 6, 1978, the parties have the right to access, rectify, and delete information concerning them. To exercise these rights, the parties may contact the agency at the contact details provided on this site.

17 - Jurisdiction

In the event of a dispute or disagreement, only the Courts of Appeal of Aix-en-Provence shall have jurisdiction, without novation or waiver of this jurisdiction clause.

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