

Rental Terms and Conditions for *Les Trois Palmes*, Vieil Antibes, France



1 Owners, Agents and Guests

1.1 These Rental Terms and Conditions shall apply to the rental of the whole of part of the property known as *Les Trois Palmes* on Rue Guillaumont, Old Antibes, France by the owners of the property, hereafter referred to as 'the Owners', to persons who wish to rent the property for an agreed period, hereafter referred to as 'the Guests'.

1.2 The Owners shall be represented by one or more designated persons to be made known to the Guests prior to arrival. The designated person or persons are hereafter referred to as 'the Agents'. The Agents shall act as the fully-authorized representative(s) of the Owners in all matters relating to the rental and the property.

2 The upper house and studio

2.1 *Les Trois Palmes*, hereafter referred to as the House, consists of six floors. The lowest floor, hereafter called 'the Studio', is accessible via its own entrance on *Impasse Sade*. The upper five floors, hereafter called the 'Upper House', is accessible from Rue Guillaumont. An internal door and staircase lead from the Upper House to the Studio.

2.2 The Studio and the Upper House may be rented jointly or separately. In the event that they are rented separately, the internal door that provides access to the Studio from within the House shall be locked via bolts on either side of this door. The parties renting the separate parts shall not have any entitlement to access any part of the House that they are not renting.

2.3 In the event of a rental of the whole House, the internal door providing access to the Studio will not be locked.

3 Reservations

3.1 In order to reserve the House, Upper House or Studio for an agreed period, a deposit of 20% of the agreed total rental amount for this period for the part or parts of the House in question shall be paid by the Guests to the Owners.

3.2 Payment of the deposit shall be made by electronic transfer to the designated bank account of the Owners by the Guests, or by some other means previously agreed between the Owners and the Guests.

3.3 The reservation shall be deemed to be confirmed on the arrival of the full amount of the deposit in this bank account.

3.4 The Guests shall be notified by the Owners of the arrival of the deposit and the confirmation of the reservation.

3.5 The balance of the agreed total rental amount shall be paid no later than two months prior to the commencement date of the rental period by the Guests to the Owners by electronic transfer to the designated bank account of the Owners by the Guests, or by some other means previously agreed between the Owners and the Guests.

4 Cancellations

4.1 In the event that the Guests wish to cancel their booking, they shall notify the Owners of this immediately in writing and preferably by email.

4.2 If notification of cancellation by the Guests is received by the Owners more than two months prior to the commencement of the rental period, the Owners shall refund the deposit and any balance of the rental amount paid by the Guests in full, less any costs, such as bank charges, incurred by the Owners in taking the booking.

4.3 If notification of cancellation by the Guests is received by the Owners more than one month but less than two months prior to the commencement of the rental period, the Owners shall refund an amount equal to 50% of the amount paid by the Guests for the rental period. Any further repayment, up to the full amount paid by the Guests, shall be subject to the reletting of the property for the rental period, and shall in any event be at the Owners' discretion.

4.4 If notification of cancellation by the Guests is received by the Owners less than one month prior to the commencement of the rental period, any refund of sums paid by the Guests to the Owners for the rental period shall be subject to the reletting of the property for the rental period and shall in any event be entirely at the Owners' discretion.

4.5 The Owners reserve the right to cancel the booking at any time. In such an event, the Owners shall inform the Guests of this and return all deposits, rental charges and any other payments made by the Guests to the Owners in full.

4.6 While the Owners will make every effort to find alternative accommodation of a similar nature and standard in the area, they shall not be liable for any claim for compensation for any costs incurred by the Guests or claims for other losses incurred due to the cancellation of the booking by the Owners.

5 Arrival, check-in and security deposit

5.1 Check-in on the day of arrival shall be no earlier than 5.00 p.m. unless agreed otherwise in advance with the Owners or Agents.

5.2 On arrival at *Les Trois Palmes*, the Guests shall receive from the Agents copies of the Inventory or Inventories of the part or parts of the House they are renting.

5.3 The Guests shall pay a security deposit of an amount of 500 € for the House or Upper House, or 300 € for rental of the Studio. On departure, the Agents shall refund the security deposit, less any costs for the replacement of broken items etc.

5.4 After payment of the security deposit, the Agents shall provide a tour of the accommodation and point out any important aspects relating to safety.

5.5 There is also a DVD available that details the House and also includes the safety information. All guests of the Upper House or House are advised to watch this soon after arrival.

5.6 Following the tour of the accommodation, the Agents shall provide the Guests with keys for the part or parts of the House they are renting. These keys shall remain the property of the Owners and shall be returned at the end of the rental period.

6 During the rental

6.1 The Guests shall maintain the part or parts of the House they are renting in a reasonable state of cleanliness and tidiness.

6.2 The Guest shall not do anything to upset the peace of the surroundings: In particular, they shall keep noise emanating from the terrace and balcony to a reasonable level and respect the tranquil nature of the area.

6.3 The Guests shall permit the Agents to enter the part or parts of the house they are renting at any reasonable time for the purposes of changing the linen, watering the plants, maintenance, or any other reason.

6.4 Should any problem arise requiring urgent maintenance, such as a water leak, the Guests shall inform the Agents immediately of this.

6.5 Guests shall not adjust the settings of the technical services such as hot water or central heating without prior consultation and approval of the Agents. If there is any kind of the problem with these systems, the Guests should immediately notify the Agents of this.

6.6 Any breakages or damage to the property shall be notified by the Guests to the Agents as soon as possible.

7 Check-out

7.1 At check-out time, Guests shall ensure that the property is in a reasonably clean and tidy condition and that the items in the inventory are all present and in their proper places.

7.2 Thorough cleaning of the property is included in the rental charge, although if the property is not left in a reasonably clean and tidy condition, the Owners reserve the right to charge the Guests for the costs of the cleaning to bring the House back to a proper clean condition.

7.3 Any breakages or damage to the property or its contents that have not yet been notified to the Agents shall be made known to the Agents at the time of check-out.

7.4 The check-out shall take place no later than 11.00 a.m. on the day of departure, unless agreed otherwise in advance with the Agents. It should, however, be possible to leave luggage and other items at the house prior to departure in consultation with the Agents.

7.5 Should the Agents deem the property and its contents to be in a proper condition, they will return the security deposit less any deductions for breakages, damage or additional cleaning that may be required. The Guests shall return the keys to the Agents.

8 Liability

8.1 The Owners accept no liability for loss due to theft or any other reason of the property of the Guests while it is in the House. Guests should take all usual precautions regarding locking doors and windows while at the property, and should ensure that their belongings are properly insured through a travel insurance policy.

8.2 The Owners shall not be liable for any injury to persons or damage to property inside the House. The Guests should, in particular, take due care when negotiating the staircases and when on the balcony and terrace. Guests with children should ensure that they are properly supervised at all times.

8.3 The gas-fired open fire in the Upper House shall be used at the Guests' own risk. The proper procedure, as described by the Agents and described on the DVD, should be adhered to. When lit, the fire should not be left unattended and should in any event be turned off before Guests retire to bed.

8.4 The gas-powered terrace heater shall be used at the Guest's own risk. The Guests shall observe all due safety considerations and the instructions provided when using the appliance. The appliance shall remain outside on the terrace at all times and be stored away properly when not in use.