

Ma Clé IMMO

Conditions générales de vente des locations

Ma Clé IMMO has a collection of privately owned apartments available. The estate agency acts as an appointed representative for seasonal lettings and payment.

Clients can contact us by email at info@macle-immobilier.com, via the website www.macle-immobilier.com and by telephone +33(0)479009148.

BOOKING

Ma Clé IMMO will send you a pre-booking contract stating the various facilities and services booked, the cost of the stay, and the payment deadline.

Upon receipt of the contract, check that the facilities and services booked match those requested (descriptions and photographs are for illustration purposes only) and confirm your booking with Ma Clé IMMO before the options deadline by paying a deposit of 30% of the total cost of the stay. This payment indicates your acceptance of the rental sales terms and conditions, confirms your booking and will be retained in full by Ma Clé IMMO if you were to cancel your stay. If this payment is not received within the validity period, the options contract automatically becomes null and void. After this payment has been received, you will receive a rental contract, which should be signed and returned to us as soon as possible.

The remaining balance (cost of rental plus additional facilities and services) must be paid 30 days before your arrival date. Late payments will not be accepted and will lead to your booking being cancelled and the loss of your deposit.

In the event that a booking is made less than 30 days before your arrival, you need to send your signed rental contract along with the total cost of the stay. In the case of last-minute bookings made less than 7 days before your arrival, only a debit or credit card payment will be accepted.

Upon arrival at the estate agency, present the rental contract you received after paying your deposit. You will then be asked to pay a damage deposit corresponding to your rental property (100€ / per bed) and the current local tourist tax (1€ per person per night) before receiving the keys. If these amounts are not paid, you will not be able to access your accommodation. The damage deposit will be returned to you 1 month after your departure at the latest, minus any deductions to cover the cost of any damage that might occur during your stay.

MODIFYING OR CANCELLING YOUR BOOKING

Ma Clé IMMO is within its rights to replace one rental booking by another of the same value or a higher value for reasons beyond our control.

- **Modifications requested by the client**

Requests for changes to confirmed bookings must be made in writing. Only changes which result in the client receiving a new, modified contract from Ma Clé IMMO will be treated as confirmed (modifications made to Ma Clé IMMO documents by the client alone will not be accepted).

Under no circumstances will any modification supersede the original conditions for paying the balance of your stay. Any change of dates or accommodation requested by the client constitutes cancellation of the initial contract (and is thus subject to cancellation charges) and requires that a new booking request be made. The new request must be made in accordance with specific sales terms and conditions, subject to availability.

Modification of any facilities or services booked incurs a 15€ charge.

- **Cancellation requested by the client**

Ma Clé IMMO must be notified of any cancellation in full by registered post or fax; the cancellation date is determined by the date that notification is received.

- ✓ Up to 30 days before arrival date: incurs a penalty of 30% of the total cost of the stay, equal to the deposit paid.
- ✓ Between 29 and 16 days before arrival date: incurs a penalty of 50% of the total cost of the stay.
- ✓ Between 15 days to NO SHOW: incurs a penalty of 100% of the total cost of the stay.

If the client has taken out cancellation insurance via Ma Clé IMMO and the cancellation meets the conditions specified by the insurer, the client may claim reimbursement for the sums paid. Under no circumstances will Ma Clé IMMO reimburse clients personally. In all instances, Ma Clé IMMO retains the administration fee and cancellation insurance.

- **Interrupted stays**

Should a client interrupt their stay, Ma Clé IMMO will not reimburse any payments.

- **Deferred arrival or no-shows on arrival day**

Should a client not inform Ma Clé IMMO of a late arrival or not arrive on the planned arrival day, the agency reserves the right to rent the apartment out again two days after the client's planned arrival date (as stated in the contract). Any sums already paid for the booking will be rightfully retained.

- **COVID-19**

In the event that a national or local French administrative authority takes the decision to close the resort or implements one or more measures restricting the movement of persons and preventing a client from having access to the accommodation and holiday location that they booked in the resort or requiring them to end their holiday in the resort early, Ma Clé IMMO will refund a percentage of the full amount paid pro rata to the number of days lost. Ma Clé IMMO will keep booking charges of 25€.

This clause will not be applicable if a decision is taken or measure implemented by a foreign authority.

INSURANCE

Ma Clé IMMO would like to draw the client's attention to the existence of an optional insurance policy (*Cabinet SAM Loisirs – 105 rue Jules Guesde – CS60165 – 92352 Levallois Perret Cedex*) covering booking cancellations resulting from one of the reasons listed below.

The cost of this insurance cancellation is **4.4%** of the total cost of accommodation.

Said insurance policy can only be purchased at the time of booking and only covers facilities and services booked by the client at this time.

Once taken out, the cancellation insurance policy may not be cancelled and the paid insurance premium cannot be refunded (even in the event of COVID-19 cancellation following decisions by the French government).

Definition: Insured Party is a natural or legal person who is the beneficiary of the coverage.

Cancellation insurance: Reimbursement of the covered Benefits not used and not refunded when one of the covered Events occurs and forces you to cancel your stay, to postpone the start of your stay or to interrupt your stay.

Covered services

> The main provision of accommodation (holiday cottage, bed and breakfast, room or apartment).

> Ancillary leisure, sports and professional benefits purchased at the same time as the accommodation provision from the same supplier.

The insurance covers only the services taken into account on the basis of the insurance premium and within the limits of the amount declared, after deduction of administrative fees, cleaning fees, tourist tax and the insurance premium.

Events covered

1- Health problems and death

- > Of the Tenant or a Near Relative,
- > Of the person charged of caring for your under-age or disabled children,
- > Of the person charged of replacing you professionally (if you are self-employed or independent professional, in the medical or paramedical profession). This event also applies to your Partner and, in any case, only if a replacement agreement has been signed and settled before the reservation date.

The following are not covered:

- > Any manifestation of relapses, worsening health or complications in the months preceding the reservation,
- > Pregnancy, except for any complications due to this including, miscarriage, childbirth and so on, in the month prior to the effective date of the reservation,
- > Spa therapy, (unless following an accident or illness), psychological or psychotherapeutic treatment, including a breakdown, except in the event of hospitalisation for at least 3 days.

2- Your redundancy or professional transfer requiring you to move house.

The following are not covered :

- > The managers and legal representatives of the company, liberal professions and independent workers (including tradespersons and entertainment workers),
- > Termination of employment, end of temporary contract and resignation,
- > Dismissal for gross misconduct,

3- The removal or modification of your holiday leave dates by your employer provided that the holiday leave had been agreed upon before the reservation of the rental and that it has been cancelled within the 30 days preceding the holiday start date.

4- Your divorce or separation registered with the court office provided that the procedure was initiated after the reservation date.

Are not covered : separation of cohabitants.

5- Roadblocks or strikes, floods or natural events, preventing movement on the rental start day and the following 48 hours.

6- Theft or accidental Material Damages to your vehicle on the condition that it cannot be repaired, found or replaced before the holiday start date.

Are not covered: accidental material damages and theft occurring more than 7 days before the holiday start date.

7- Visa refusal for one of the Tenants by the authorities of the visited country, provided that the request was made within the time period required by the competent authorities of this country.

8- Theft of the identity card or passport belonging to one of the Tenants within the 24 hours before your departure, preventing you from satisfying the border police's formalities.

9- Serious material damage to your home or your secondary residence or your company's premises and which justifies your imperative presence on site.

Are not covered: accidental material damages and theft occurring more than 7 days before the holiday start date.

10- Finding employment or service provision assignment lasting at least three months coming into effect before the holiday start date and continuing during this time, provided that it is not an extension or a renewal.

Are not covered : employer change at your initiative.

11- Summons which is imperative and cannot be delayed from the judicial administration as a juror, for adoption, for a medical exam, an organ transplant or a re-take exam for higher education.

12- The occurrence of one of the following events leading to the local competent administrative authorities banning access to the site within a 5 km radius, provided that in the 48 hours preceding the holiday start date, no release of the ban has been published by said authorities:

- > Natural disaster under French law no. 82-600 from the 13th of July 1982,
- > Technological disaster under article L. 128-1 of the French Insurance Code,
- > Attack under article L. 412-1 of the French Criminal Code,
- > Pollution, storm, forest fire, riot.

Included extensions

1- Lack or excess of snow

For holidays in winter sports resorts, the coverage is extended to cancellations which follow the closure, within the 48 hours preceding the holiday start date, of more than 2/3 of the station's Ski area due to the lack or excess of snow. This coverage only applies between the official opening and closing dates of the Skiing area.

2- Epidemic/Pandemic

The coverage is extended to cancellations, interruptions and late arrivals resulting from one of the following events when the origin is the occurrence of a severe acute respiratory syndrome (SARS), bird flu, the A-H1N1 influenza (swine flu), Covid-19 or any epidemic or pandemic recognised by the national or international health authorities subject to a public health emergency declaration or leading to a public health policy involving limiting and restrictive measures in terms of movement of peoples and sanitary treatment:

- > Health problems for the Tenant.
- > Death of the Tenant or a Near Relative,
- > Positive test carried out in the 7 days preceding the stay.
- > Boarding refused by the transporter justified by a temperature higher than the temperature accepted for boarding subject to a test within 48 hours:
 - If you are unable to leave: we cover the entirety of the covered Services which have not been used and not refunded.
 - If you are able to leave: we cover the entirety of the covered Services which have not been used and not refunded between the initial departure date and the arrival date.

Excess

No excess in the following events

- > Health problems and death
- > Extension Epidemic/Pandemic in case of health problems for the Tenant, death of the Tenant or a Near Relative, positive test carried out in the 7 days preceding the stay.

In all the other events mentioned above, an excess of 10% will be applied (minimum 50 €) within the limit of 25,000 € per booking.

Common exclusions

The following are not covered :

1- Damages directly or indirectly linked to:

- > Epidemics and pandemics recognised by the national or international health authorities being subject of an emergency public health declaration or leading to a public health policy involving limiting and restrictive measures regarding the movement of peoples and sanitary treatment,
- > Foreign war and civil war,
- > All the direct or indirect effects of explosion, heat release, irradiation resulting from the transmutation of nuclei or the radioactivity of an explosion of any substance or contamination of a biological or chemical nature,
- > Incidents due to alcoholism, drunkenness, drugs or narcotics, use of non-medically prescribed medications
- > The insured party's intentional act or their suicide or attempted suicide.
- > Practicing a sport as a professional as well as air sports, bobsleigh, skeleton, rock-climbing, ice-hockey, motor sports, scuba diving.

2- The absence of risks,

3- Health cures,

4- Administrative fees, cleaning packages, tourist tax appearing in the rental agreement, as well as the insurance premium, airport charges (refunded by the transporter or any collecting body) and visa fees are not refundable.

Contract statement: the Insurer is committed only to the unabridged text of the contract, which is available to the client via the Underwriter.

LIABILITY

Ma Clé IMMO accepts no responsibility in the event of force majeure or steps carried out by anyone outside the organisation, for the day-to-day running of the stay or accommodation, facilities or services provided at this time. Ma Clé IMMO accepts no responsibility for any inconvenience experienced by the tenant caused by third parties. Ma Clé IMMO accepts no responsibility in the event of temporary loss of water/and or energy supply, non-functioning lifts, non-functioning heating or heating installation, ...; nor for access routes to the resort or ski lifts being closed, ...

The tenant is required to take out insurance covering their risk and any damage that they may be held responsible for. Before their stay, the tenant must therefore have checked that his or her domestic insurance policy covers holiday accommodation (holiday rental). The tenant's insurer will have no recourse against the landlord or his/her appointed representative in the event of damage.

COMPLAINTS

Any complaints relating to a holiday must be sent to Ma Clé IMMO by registered post with acknowledgement of receipt at the latest 8 days after the end of the stay. Ma Clé IMMO will offer no reimbursement or exchange for services or facilities booked but not used by the client. In the event of a legal dispute, only the Albertville Superior Court is able to make a ruling (73200, France).

PRICE

Advertised prices are net, excluding additional administration charges but including agency fees, water, heating and electricity.

The Agency accepts payment in cash (Euros), Visa/Eurocard-Mastercard bank card, cheques (Euros) that will clear in France, and holiday cheques.

The rental price excludes bedsheets and household linen (with some exceptions), end-of-stay apartment cleaning (with some exceptions), tourist tax, and the damage deposit.

Use of bed linen is obligatory. Bedsheets can be hired on site (rates between 10 and 15€ depending on the bedding). A pillow and a duvet are provided for every rental bed.

Please note that the top bunk in bunk beds is not suitable for children under the age of 6 years.

DEPOSIT

When you arrive to pick up the keys to your accommodation, you will be asked to pay a damage deposit to guarantee the safety of property and furniture, either:

- ✓ **By bank card:** via pre-authorised payment.
- ✓ **By uncashed cheque:** destroyed or returned to the account holder's address if you provide a stamped addressed envelope.
- ✓ **By bank transfer:** to be made before arrival and refunded to your account minus any handling fees.
- ✓ **In cash:** returned by bank transfer directly to your account, minus any handling fees.

This damage deposit will be returned to you one month after your departure at the latest, minus the cost of any damage that may occur, laundering of any stained bedding or a cleaning fee should the property not be left sufficiently clean after the tenant's departure.

The tenant must not: block outdoor ventilation or mechanical ventilation system openings, put objects or detergent likely to cause damage to or obstruct pipes or other equipment, down sinks, wash basins, bathtubs, toilets or any other sanitary equipment. Should any damage occur, the tenant will be liable for the cost of repairs.

If these charges exceed the amount of the deposit, the tenant is responsible for paying the remaining balance.

COLLECTING /RETURNING KEYS

- **Arrival**

The tenant will be able to collect the keys (2 sets per apartment) from the Ma Clé IMMO estate agency, Rue piétonne de Caron (20 metres before you come to Carrefour Montagne), 73440 Val Thorens, between 5pm and 7.30pm, on the day of arrival.

In the event of late arrival, the tenant must have paid the damage deposit prior to arrival in order to collect the apartment keys. Whatever the reason for the late arrival, the tenant must contact the estate agency and follow the established procedure.

- **Departure**

Apartments must be vacated by 10am, (unless prior agreement has been made with a Ma Clé IMMO manager). Both sets of keys must be returned, if not then the cost of cutting new keys or changing the locks will be payable by the client or taken out of their damage deposit (rates available on request).

If the tenant overstays the check-out time, they will be charged for an extra day.

Apartments must be left clean and tidy, with furniture in its original position, crockery cleaned and tidied away, refrigerators empty and cleaned, bins emptied, bedclothes and pillows folded and packed away in cupboards, and floors cleaned.

INVENTORY

The client will be provided with an inventory and a property inspection form on the day they arrive. These must be completed and returned to Ma Clé IMMO no more than 24 hours later. If this is not carried out, then no disputes or complaints on the part of the client will be taken into account and the current tenant may be held responsible for any missing items, additional cleaning, repairs....

Due to the large number of people arriving and leaving on the same days, it is difficult for the estate agency to carry out the apartment inspections in the presence of each tenant, so inspections are instead carried out between each rental period (departure and arrival of the next tenant).

The tenant accepts the inventory inspection that will be carried out by Ma Clé IMMO after their departure and before the arrival of the next occupants. Should the tenant request it, they have the option of being present for a joint inventory inspection, to take place during agency opening hours and before check-out time (10am). An appointment must be made with a member of the agency staff and the sum of 25€ be paid to cover additional costs.

OCCUPANCY

The tenant agrees to be prudent in their occupancy of the apartment, to oversee that the property is treated well and in keeping with the residence's rules, and that they, their family or friends do nothing whatsoever to disturb the peace and quiet of those around them, and to keep noise to a minimum after 10pm. If the tenant is

found to be in breach of these rules, they risk losing their damage deposit and being evicted from the accommodation.

The tenant confirms that they have taken out holiday insurance cover. In any event, they will be required to take out insurance to cover them for fire, theft, broken glass and water damage, and to cover all rental risks regarding the rented property, as well as any potential damage caused to neighbours and third parties. The tenant agrees to show the insurance certificate to Ma Clé IMMO if requested to do so. If they do not have any insurance cover, Ma Clé IMMO declines all responsibility with regards the tenant for any action that may be taken against them, especially by insurance companies, in the event of any damage being caused. The tenant will have to bear sole responsibility for any damage caused to the accommodation, to neighbours, to third parties as well as to themselves.

The tenant may under no circumstances sublet the apartment, even free of charge. They must not use the apartment for business purposes and may under no circumstances move furniture around, apart from linen and sundry small items.

The number of people the property may accommodate is limited to the number and name of those stated in the contract throughout the duration of the stay. If this rule is broken, the contract may be immediately terminated with no deduction in the rental price.

Pets are allowed only by prior agreement with the landlord and estate agency. A supplementary 25€ charge for pets must be paid to the agency.

It is forbidden to put towels, skis, apartment furniture etc on the balcony. It is also forbidden to wax your ski equipment in the apartment, on the balcony or in the communal areas.

The estate agency reserves the right to visit or intercede on behalf of the landlord during the rental period (putting the apartment on the market, necessary repairs...) and tenants cannot refuse their access.

Ma Clé IMMO declines all responsibility with regards the delay to necessary repairs whilst the apartment is occupied.

Ma Clé IMMO declines all responsibility with regards reduced or lack of tenancy due to a disruption in maintenance support operations that are beyond their control. A reduction in rental charges will not be applicable.

Ma Clé IMMO declines all responsibility in the event of theft or burglary in the rental accommodation.

WI-FI USAGE CONDITIONS

Some apartments are equipped with Wi-Fi internet connections: the tenant and apartment occupants agree that it is their own responsibility not to share or divulge in whatsoever form, the information (user name, password...) required to allow outside access to the Wi-Fi connection. All network access using the username and password remains the full responsibility of the user.

Use of Wi-Fi is conditional on the tenant and apartment occupants respecting the following provisos. Please note that any use whatsoever of the service indisputably signifies that the tenant and occupants agree to adhere to the following rules, without requiring their signature, regardless of current laws and regulations.

The tenant and apartment occupants agree:

- ✓ not to use Wi-Fi for illicit, forbidden or illegal purposes,
- ✓ not to gather or collect data concerning third parties without their consent,
- ✓ not to defame, circulate, harass, track down or threaten anyone, nor to violate other people's rights,
- ✓ not to create a false identity,
- ✓ not to try to gain unauthorised access to a service and/or data and/or file,

- ✓ not to circulate or allow the download of any data containing software or other material protected by intellectual property rights, unless you are the holder of the aforementioned rights or have received consent to do so in writing,
- ✓ not to send unwanted messages and not to spam,
- ✓ not to upload, save, publish, circulate or use documents, information, images, videos, programmes, software... that is violent or pornographic in character, contrary to decent morals, or likely to harm the dignity of other people and/or the protection of minors,
- ✓ not to transmit viruses, Trojan horses, logic bombs or any other harmful or destructive programme to other users or third parties,
- ✓ not to try to gain unauthorised access to an automated data capture system or to use one,
- ✓ not to disturb the services and/or content and/or data to which you have access.

Some of the activities listed above may constitute offences of a criminal nature.

It is up to the user to check that they possess the necessary hardware, software and browser required to use this service. The user must take every measure required to protect their equipment and/or own data and/or software, especially from contamination by any viruses that may circulate on the network or due to the intrusion of a third party in the terminal system.

The user is solely responsible for any direct or indirect, material or immaterial damage caused to third parties as a consequence of using this Wi-Fi network.

If the user is found to be in breach of any of the provisos and responsibilities listed above, Ma Clé IMMO will immediately suspend their access rights.

Ma Clé IMMO promises not to share any data gathered during Wi-Fi network registration, nor to share connection data (webpages, date and time of connection and disconnection) collected during use of the Wi-Fi network, and to respect private correspondence received or sent by the user on their network and/or on the internet network. Exceptions may be made to this confidentiality rule only as required by law, in the event of public/legal authorities requesting said information.

Ma Clé IMMO accepts no responsibility:

- ✓ for misuse of the service,
- ✓ in the event of faulty installation and/or faulty configuration and/or user laptop or PDA and/or Wireless LAN network card (IEEE 802.11b) malfunction,
- ✓ should the user breach the aforementioned provisos,
- ✓ should the virtual private network (VPN) not be accessible via the internet,
- ✓ should any disturbance or interruption to network or Wi-Fi access occur,
- ✓ in the event of any disturbance and/or total or partial unavailability of all or part of the services offered on networks operated by a third party,
- ✓ in the event of force majeure as defined by the Supreme Court,
- ✓ according to the terms and conditions provided herein, Ma Clé IMMO will not become involved in any disputes between the user of our services and third parties,
- ✓ according to the terms and conditions stated herein, Ma Clé IMMO offers access to the Wi-Fi network free-of-charge and can under no circumstances be held responsible in the event of disturbance or non-access.

PERSONAL DATA

Personal data collected will be electronically processed for the purposes of the registration process. The data recipients are us and our partner the Val Thorens Tourist Office, who may send you updates about the resort. In accordance with the "data and freedom" act of the 6th of January 1978 modified in 2004, you are entitled to access and correct any personal data that concerns you, a right that you can exercise by emailing info@macle-immobilier.com. You may also, for legitimate reasons, object to the processing of data that concerns you. If you do not wish your information to be shared with the Val Thorens Tourist Office, please email the address cited above to that effect.

ELECTION OF DOMICILE

The parties elect domicile at the address of Ma Clé IMMO and choose it as the appropriate district for all legal purposes.