

## Terms and conditions of sale.

### ARTICLE 1 – LEGAL STATUS OF THE CONTRACT

The current rental is on a temporary basis only. The premises cannot be used as a main or even secondary residence. The tenant cannot use the premises for any trade, manufacturing or business activity. In no circumstances shall clients be able to take advantage of the legal provisions applicable to rented housing, in particular with regard to maintenance. As a result, this contract will be governed by the provisions of the civil code as well as by the terms set forth herein.

### ARTICLE 2 – RESERVATIONS

Appart'Ambiance has full discretion with regard to confirming client reservations. In addition, in order to be confirmed, bookings must be followed by a deposit or payment in full. The aforementioned deposit must correspond to one night in the case of stays of fewer than 7 nights and 25% of the total in the case of stays of longer than 7 nights. However, in the case of stays of longer than 28 nights, the cost of the stay taken as a basis for calculation will be the price for 28 days. The deposit must be made in the 7 days following the reservation. After this deadline, the reservation will be cancelled.

### ARTICLE 3 – TERMS OF PAYMENT

Invoices must be paid immediately on presentation. Appart'Ambiance will ask clients to pay for their entire stay on the day of arrival. However, in the case of stays longer than 28 nights, the invoices will be issued and presented monthly and are to be paid in advance. In cases where it has been agreed that a third party will pay for the client's stay, the client will remain personally responsible for the payment in question. Payment for optional services must be paid on presentation of the corresponding invoice. Appart'Ambiance shall be entitled to a monthly interest of 2%. In cases of an outstanding balance remaining unpaid on the resident's check-out date, Appart'Ambiance reserves the right to charge the security deposit for the outstanding balance.

### ARTICLE 4 - RATES

Rates are indicated in euros. They include all taxes and cover the accommodations. They do not include the visitor tax or optional services. Cleaning (except dishes) is included. Heating, electricity, water are included corresponding to normal use of 0,25 m<sup>3</sup> of water per day -per person and 35 kws per day for electricity Any additional water or electricity consumption will be charged based on the water and electricity meter readings and will be deducted from the security deposit.

### ARTICLE 5 – SECURITY DEPOSIT

Upon arrival, when the keys are given, the tenant must pay a security deposit of 400 euros for stays fewer than 7 days and 700 euros for stays of more than 7 nights. The security deposit will be immediately returned in its entirety under the following conditions: after the keys are returned, in the absence of damage to the apartment, and after payment for optional services. The return of the security deposit shall be subject to payment of all sums payable under the contract and it will be allocated to repairs of any damage, the replacement of missing items, or housekeeping expenses. The balance will be returned to the client no later than 30 days after check-out.

### ARTICLE 6 – CHANGES TO THE LENGTH OF STAY

The length of the stay shall be as provided for in the booking confirmation or accommodation offer. Subject to availability and at the discretion of Appart'Ambiance, a stay can be extended, without any obligation to retain the same apartment or the same price. In the event of an early departure, the applicable price will be that corresponding to the period thus cut short. Any price alteration linked with an early departure will be applied retroactively to the client's account as from the date of his arrival.

The guest must advise Appart'Ambiance seven days prior to an extension or a cutting short of the length of stay. Otherwise, the applicable price will be that corresponding to the period thus cut short.

### ARTICLE 7 – CANCELLATION/ NO SHOWS

All cancellations must be made to Appart'Ambiance in writing. The effective date of a written cancellation will be the date of its receipt at the establishment. Cancellation received less than one week before the scheduled arrival date will be subject to a cancellation charge equal to the security deposit. In the event of a cancellation received between one month and one week

prior to the arrival date the guest will be subject to a cancellation charge equal to 50% to the security deposit. In the event of a cancellation received less than one month prior to the arrival date the guest will be subject to a cancellation charge of 50 euros. Failure to arrive – with a reservation without making a cancellation shall be deemed to constitute a 'no show' and shall be subject to the cancellation charge of 100% of the total cost of the stay.

#### **ARTICLE 8 – CHECK-IN AND CHECK OUT**

Keys are handed over after 5 pm on the check-in day. These keys are to be returned before 10am on the check-out day. Appart'Ambiance will make arrangements directly with the tenant to give him the procedure to follow.

#### **ARTICLE 9 – APPART'AMBIANCE OBLIGATIONS**

Appart'Ambiance will rent the flats and equipments in good order and condition. Appart'Ambiance will insure the quiet use of the flat except for cleaning and maintenance. Appart'Ambiance will inform the tenant in the case of a necessary visit. Appart'Ambiance will change the bed linen and towels and clean the flat (except the dishes) weekly. Appart'Ambiance will supply the operating instructions described in the lease. Appart'ambiance will provide emergency contact information

#### **ARTICLE 10 – RESIDENT OBLIGATIONS**

The apartment shall be made available to the tenant in good order and condition. The resident shall use the rented space and facilities in such a way as not to disturb the other occupants of the building. The resident must abide by the following maximum occupancy rules: 2 guests per studio, 3 guests for a large studio, and 4 guests for a one bedroom suite. There is an inventory in each apartment. The resident must check it for accuracy and quality on arrival and advise Appart'Ambiance of any problems, or any items found to be missing or damaged on his arrival. On departure, Appart'Ambiance will check the inventory and the condition of the apartment, and any missing items or damage caused to the apartment will be invoiced to the resident. Appart'Ambiance reserves the right to enter the premises rented for purposes of maintenance or safety.

#### **ARTICLE 11 - LIABILITY**

Appart'Ambiance will not be held responsible in the event of theft or damage to personal effects in the apartments. Guests should carry personal theft and liability insurance covering their stay with Appart'Ambiance.

#### **ARTICLE 12 – CUSTOMER SERVICE**

Appart'Ambiance is available during your stay to deal with grievances, correct any malfunctions noted, and enable you to enjoy your stay to the fullest. Any complaints should be sent by registered mail to: Appart'Ambiance – 27, rue Desaix – 69003 Lyon – France or by e-mail to : [contact@apartambiance.com](mailto:contact@apartambiance.com)

#### **ARTICLE 13 – MODIFICATION OF OUR SERVICES :**

In the unexpected case of circumstances beyond our control, Appart'Ambiance may have to modify its services in full or in part. This includes changes to services concerning accommodations as well as to optional services. Services not provided will not be invoiced, but no compensation will be paid.

#### **ARTICLE 14 – TERMINATION – PENALTIES – NON-RENEWAL**

This contract shall be legally terminated, immediately and informally, in case of failure by the tenant to fulfil any of his obligations, or behaving inappropriately in a way that disturbs the other occupants of the building. The tenant will have to vacate the premises immediately and may be evicted if need be with the help of law enforcement authorities.