

GENERAL TERMS & CONDITIONS OF RENTAL

The Appart'Ambiance Internet site was set up by Appart'Ambiance, which is the operator of this site. Any request for reservations for accommodation found on the Appart'Ambiance website (www.appart-ambiance.com) assumes that you have read and accepted these general terms and conditions beforehand.

The sub-lessee is entitled to save or print these general terms and conditions of rental, and it is specified that the saving or printing of this document is the sole responsibility of the sub-lessee. The sub-lessee, prior to reserving, declares that their reservation is not directly related to their professional or business activity. As a sub-lessee, the customer thus has specific rights, which would become invalid were the services acquired on the website directly related to their professional or business activity. In its website, Appart' Ambiance (www.appart-ambiance.com) provides the following information:

- a legal notice stating the detailed identity of Appart' Ambiance (www.appart-ambiance.com)
- a presentation of the main characteristics of the accommodations on offer
- the price of the rentals, in Euros
- information on the reservation, payment and cancellation procedures
- the existence of a right of withdrawal

All of this information is presented in English. The customer declares that they have full legal capacity to commit to complying with these general terms and conditions of rental.

Entire Agreement

These general terms and conditions of rental express all of the obligations of the parties hereto. To this effect, the sub-lessee is considered as accepting all of the provisions of these general terms and conditions of rental without any reservations.

Purpose

The purpose of these general terms and conditions of rental is to specify the rights and obligations of the parties hereto within the framework of online reservation of the goods and services offered by Appart' Ambiance (www.appart-ambiance.com) to the sub-lessee.

Contractual documents

This contract is composed of the following contractual documents: these general terms and conditions of rental; the reservation formula, and the accommodation contract.

Date of effect - duration

These general terms and conditions of rental come into effect at the date in which the reservation becomes definitive, that is, as the case may be, at the date of reception of the deposit or at the date of reception of the order form.. These general terms and conditions of rental are effective for the duration required for rental of the goods and services specified herein, until the guarantees owed by Appart' Ambiance (www.appart-ambiance.com) have expired.

Electronic signature

Confirmation of acceptance of the general terms and conditions of rental constitutes an electronic signature which, between the parties hereto, has the same value as a handwritten signature.

Proof of transaction

Computer registries, kept in the computer systems of Appart' Ambiance (www.appart-ambiance.com) in reasonable security conditions, are to be considered as proof of communication, reservations and payments between the parties hereto. Archiving of rental contracts and invoices is performed using a reliable, durable medium that can be submitted as proof, if required.

Information on accommodations

On its website, Appart' Ambiance (www.appart-ambiance.com) presents accommodations for rental with the characteristics required to comply with Article L 111-1 of the French Consumer Code, which enables potential customers to find out the basic characteristics of the accommodation or accommodations they wish to rent before confirming their reservation definitively.

Legal regime of the contract

It is concluded that this rental is a temporary residence. The premises may not be used as a primary or secondary residence. The sub-lessee may not carry out any business, contracting or professional activity on these premises. The sub-lessee may not claim any legal provisions regarding rental leases, namely as regards failure to vacate the premises. As a result, the contract shall be governed by the provisions of the French Civil Code as well as by the terms and conditions provided for herein.

Sub-lessee's obligations

1. The sub-lessee promises to use the residence in a peaceful manner and to cause no trouble or nuisance; they may not carry out any commercial, professional or industrial activities on the premises; they acknowledge the fact that the premises specified in this contract are rented to them only as a temporary residence for leisure purposes. The sub-lessee promises to take good care of the equipment and appliances provided.
2. The sub-lessee promises not to replace any individual whatsoever or to sub-let, even free of charge, the rented premises, except with the express written consent of the service provider, subject to termination of this contract.
3. The sub-lessee promises to comply with the maximum occupancy of the premises and will inform the provider in advance if animals are to be on the premises. The provider and / or owner may in such a case require payment of additional rent or refuse entry to the premises in the event of non-compliance with the provisions of the contract.
4. The sub-lessee promises to comply with the procedures for taking possession of and returning the keys as agreed upon with the provider or the owner.
5. The sub-lessee promises not to dispose of any objects in water pipes, namely those that may clog or block the pipes, subject to paying the costs for repairing the said water pipes.
6. The sub-lessee promises to inform the provider or owner as quickly as possible in the event that an urgent repair should be required during the rental period, to enable the provider or owner or any other authorized third party to perform the necessary repairs and to make no claim for a reduction in the rental as a result of such an event. The sub-lessee promises to leave the provider or owner a sufficiently long and reasonable time to repair any malfunction, namely based on the type of repair to be performed. In any case, the time period left to organize any required repair shall not be shorter than five (5) business days. This period is extended to fifteen (15) business days if repairing the malfunction requires work on the utilities network and / or work that must be performed remotely (i.e. telephone, Internet, cable television, etc.)
7. The sub-lessee promises to comply with the intended purpose of the rented premises and not to make any modifications to the premises (i.e. work, moving of furniture, etc.).
8. The sub-lessee must provide access to the provider or owner to perform housekeeping and ensure easy access to areas to be cleaned or maintained.
9. The apartments on offer are rented as "temporary" residences. Thus, receipt of postal mail is at the rented apartment is prohibited. The customer may not put their name on the mailbox. The customer may receive postal mail at the following address: Mr. /Mrs. /Miss /Ms XXX, care of Appart'Ambiance – 19, rue Desaix – 69003 Lyon, France.
10. The sub-lessee promises to clean the kitchenette and dishes before checking out, and to leave the premises clean and free of any waste or garbage. They also promise to put any furniture (items of furniture, lamps, etc. moved without the consent of the provider or owner) back in its original place. The sub-lessee is informed that the cleaning will be performed by a provider whose fees will automatically be deducted from the security deposit. The rate applied will be consistent with the price list in effect on the day the sub-lessee vacates the premises.

Internet - Purchase of videos (VOD)

The provider and owner cannot be held liable in any way for the Internet sites consulted by the sub-lessee on the premises. The purchase of Video on Demand (VOD) services is forbidden.

Provider's and owner's obligations

1. The provider or the owner promises to provide the sub-lessee with the apartment specified in the rental contract.
2. The provider or the owner promises to deliver the keys to the sub-lessee on the scheduled check-in day, as agreed upon.
3. The provider or the owner promises to provide the sub-lessee with the services specified in the contract.
4. The provider or the owner promises to provide the sub-lessee, at their request, with a full inventory of the equipment included in the rental apartment.
5. The provider or the owner promises to provide a manned telephone line from 10:00 a.m. to 7:00 p.m. from Monday to Friday and to provide the sub-lessee with emergency telephone numbers on the day they arrive.
6. The provider promises to offer the sub-lessee optional hotel services, such as dry-cleaning, housekeeping, provision of additional linens, etc. The provider will give the sub-lessee the prices for these services upon request. The sub-lessee will be invoiced for the said services on a weekly basis.

Liability

The sub-lessee waives any right to any appeal for liability or claims against the provider or owner in the following circumstances:

1. Theft, attempted theft, any illegal act or any assault that the sub-lessee may be victim of on the rented premises; the sub-lessee expressly waives their right to the benefit of article 1719, sub-paragraph 3 of the French Civil Code, assuming no obligation of surveillance.
2. Irregularities, malfunction of the elevators or interruption of elevator service, or water, gas, electricity, telephone, air conditioning, or computer services, as well as the collective services shared by the building or those specific to the accommodation rented.
3. Damages caused to the premise rented, and/ or to all furniture items found inside of it subsequent to leaks, infiltrations, humidity or other circumstances.
4. Actions or activities of other occupants of the building resulting in damage.
5. Late arrival of the sub-lessee to the premises, namely due to transport-related difficulties.
6. Nuisances, namely noise disturbance, which may come from outside the accommodation.

7. Accidents occurring in the rented premises or resulting from the rented premises throughout the contract period, whatever the cause.

8. Malfunctioning of the Internet connection or cable television, or in the event of incompatibility between the equipment in the apartment with that of the sub-lessee.

Reservations

The reservation of an apartment is valid only after the provider has accepted the customer's reservation. Confirmation of the customer's reservation is at the provider's discretion. Furthermore, in order to be firm, the reservation must be followed by payment of a rental deposit or payment in full for the stay. Payment of the rental deposit must be made immediately for online reservations and within 48 hours for all reservations by telephone or e-mail. This deadline may be reduced to 24 hours if the time between the date of reservation and the date of check-in is less than 7 days. The provider retains the right to cancel the reservation without prior warning and without compensation in the following circumstances: - if the sub-lessee cannot be reached due to erroneous information provided by the sub-lessee, in particular the postal address and telephone number; - in the event of failure to pay, if the rental deposit has not been received within the deadlines mentioned above. If no payment has been received, the reservation is not confirmed and the provider is free to offer the pre-reserved apartment for rental during the period indicated.

The rental deposit may be paid by credit card, bank transfer or check.

Special conditions for stays of shorter than 7 nights.

1. Stays of fewer than 7 nights with an arrival date within 6 months: Appart'Ambiance will record the reservation but reserves the right to change the choice of apartment based on the schedule.

2. Stays of fewer than 7 nights with an arrival date more than 6 months in the future: Appart'Ambiance will e-mail the sub-lessee a list of the apartments available and their rental conditions 8 weeks before the scheduled check-in date.

Special conditions for rental extensions

1. The customer occupying the apartment is given priority to remain in the apartment if the rental period is extended.

2. If a customer wishes to reserve an already occupied apartment, the customer occupying the apartment has 24 hours to inform the provider of their desire to extend their stay. Should the occupying customer fail to do so, they must vacate the apartment on the planned end date of the rental contract.

3. The provider is to offer an alternative solution to customers who have reserved an apartment whose current occupant extends their stay. If the customer does not accept the temporary alternative solution, the provider promises to refund their deposit within 7 days of receipt of the refusal (by e-mail or mail).

Rates

Prices are given in Euros (€). Prices include all taxes, and cover only provision of the accommodation. They do not include tourist taxes or optional services. Prices include provision of linens, consumption of water, gas, electricity and heating in "normal quantities" (i.e. 10 to 35 KW per day for electricity consumption, depending on the apartment selected) and Internet access. Any excessive consumption may be subject to additional charges to be deducted from the security deposit.

Check-in and checkout

Apartment keys are to be given to and returned by the sub-lessee based on the schedule provided at the www.appart-ambiance.com website. Based on the availability of the accommodations and the sub-lessee's scheduled arrival time, the time and procedure for delivering the keys is subject to change. In such an event the provider will inform the sub-lessee of the procedure to be followed.

During check-in, the customer is to provide a valid piece of ID or passport.

Late arrival

In the event of late arrival and with no information from the sub-lessee at least twenty four hours before the agreed upon time of arrival, the provider or owner reserves the right to cancel the reservation without warning or compensation.

The sub-lessee will be charged an additional fee of € 30 if the provider or owner is required to travel to meet the sub-lessee a second time due to a late arrival.

Payment

Payment for the stay must be made on the following dates:

For any stay of 30 nights or less, payment must be made in full, minus the rental deposit paid, on the date the keys are given to the sub-lessee.

For any stay of over 30 nights, payment must be made in advance based on a pre-determined payment schedule.

Payment may be made by credit card, bank transfer or check. Payments made by bank transfer or credit card must be made within 72 hours before arrival/ check-in or before the start of the new rental period for extended stays.

Any delay in payment bound to a booking made by an individual will involve, without advance notice, the application of a late penalty totaling 1.5% of the amount owed, payable immediately.

Any delay in payment bound to a booking made by a legal entity will involve, without advance notice, the application of a late penalty totaling 3 times the legal interest rate to which will be added a fixed 40-euro compensation (article L441-6 of the commercial law), due immediately.

Security deposit

The sub-lessee will pay the provider, on the date of check-in at the latest, a security deposit to cover the costs of any damage that could be caused to the items furnishing the rented premises or the premises itself. The amount of the security deposit depends on the accommodation rented. The amount is indicated when the reservation is made.

The security deposit may be paid by credit card, bank transfer, check or in cash.

Payments by bank transfer or credit card must be made within 72 hours prior to the scheduled arrival/ check-in time.

For security deposits paid in cash, the cash is put in the bank for security reasons. The deposit is refunded by check using the procedure described below.

If no damage to the apartment or furnishings has been found, the provider promises to refund the sub-lessee the amount of the security deposit within 7 days depending on the procedure for returning the keys agreed upon by the provider or the owner and the sub-lessee.

In the event damage is found, the provider promises to refund to the sub-lessee any funds remaining from the security deposit after the amount required to repair the damage has been deducted. These remaining funds are to be paid back within 30 days after the keys have been returned to the provider or owner.

In the event of late payment, the security deposit will be cashed.

Assessment of property and inventory

An inventory list is provided to the sub-lessee on request.

An assessment of the condition of the property will be given to the sub-lessee on the day they arrive based on the information received from the previous sub-lessee.

The sub-lessee has 24 hours starting from the time of check-in to inform the provider or owner of any major malfunction not specified in the assessment. The provider or owner is to be informed of any malfunction by e-mail.

Cancellation

1. In the event the reservation is cancelled within 30 days before the date the sub-lessee is scheduled to arrive, Appart'Ambiance will retain all of the deposit paid by the sub-lessee.
2. In the event the reservation is cancelled more than 30 days before the date the sub-lessee is scheduled to arrive, Appart'Ambiance will retain 50% of the deposit paid by the sub-lessee, the minimum amount being a flat fee of € 80.
3. The sub-lessee can take out ADAR cancellation insurance as part of Appart'Ambiance's partnership with www.aduciel.fr.
4. The provider is to be informed of any cancellation in writing. The date any written cancellation takes effect is the day it is received by the provider.
5. Any cancellation is subject to a processing fee of €30.

Changes to the duration of the stay

1. The duration of the stay is that indicated in the rental contract.
2. If no agreement has been made between the two parties, the provider or owner will keep all of the rent owed and paid up to the end of the stay.
The provider is to be informed of any changes (extension or early departure) in writing. The date the changes take effect is the date the provider or owner has received this written information. The provider will then send the sub-lessee an e-mail to confirm the extension. The extensions will be subject to an amendment to the initial contract.
3. Any changes will be subject to a processing fee of € 10 per change.

Termination

This contract will be terminated ipso jure, without formality or delay, in the event the sub-lessee fails to meet one of their obligations or behaves in an inappropriate manner that disturbs the stay of the other occupants. In such a case, the sub-lessee must immediately leave the premises and may be evicted, if required, by law enforcement officials.

Changes to the services

If required by circumstances independent of its will, the provider or owner may be forced to partially or totally modify the services, both in terms of accommodation and optional services. The sub-lessee will not be invoiced for any services not provided, but cannot make any claim to damages.

Customer service

The provider or owner is available throughout the stay to answer the sub-lessee's questions or requests, repair any malfunctions observed and enable the sub-lessee to fully enjoy their stay.

Any claims must be sent in writing to the provider's head office at the following address: 19, rue Desaix – 69003 Lyon, France. Claims may also be sent by e-mail to: contact@appartambiance.com

Privacy and data files

The information the sub-lessee is asked to provide is required to process their reservation. The sub-lessee may write Appart'Ambiance (www.appart-ambiance.com), whose address is given in the privacy charter included on its website, to oppose provision of such information or to exercise their right to access and correct any personal information kept in the records of Appart'Ambiance (www.appart-ambiance.com), as provided for by the Law of 6 January 1978.