

GENERAL TERMS AND CONDITIONS

This lease is made under the rules and conditions appearing in the advertisement and under the following general terms and conditions

I. LEGAL REGIME OF THE CONTRACT

This rental is concluded for a period that will irrevocably begin and cease on the dates and times indicated herein. The rental may not be extended without the prior permission of the lessor, and the lessee accepts this. The latter hereby solemnly declares that he does not exercise or seek to exercise any profession pertaining to the rental of property and that the premises forming the object hereof are rented to him solely as a temporary residence, a contingent condition without which this rental would not have been granted.

II. DURATION

The lease will rightfully end on expiry of the agreed rental period and without the need to give prior notice. The lease may, however be extended at the request of the tenant, on the condition that the tenant makes such request at least 48 hours before leaving the premises. In this event, and only with the lessor's prior agreement, a lease amendment will be drawn up setting out the new rental period and rental rate.

III. PRICE

The lease has been granted and accepted at the price stated with VAT and agency fees included for the determined period. Having paid a 25% deposit for the rental, the tenant shall take possession of the premises and pay the balance of the rental price according to the laws in force, 30 days before the planned arrival date, whatsoever may arise including illness, accident or unforeseen event. Should these conditions fail to be met, the agent shall be entitled to re-let the premises. However, the lessee would still be liable to pay the balance of the rent. If the premises can be re-let, the sums paid will be reimbursed to the tenant, after deduction of 10% of the total amount of the booking to cover the agency's administrative costs.

IV. DEPOSIT

The deposit is paid in order to cover any damage that may be caused by any chattels or fixtures furnishing the rented property. It will be repaid within one month [of the property being returned], after any costs for replacing items, refurbishing the property, telephone bills and/or invoices for films purchased via the TV and any additional housework have been deducted, where required.

If the amount of the deposit should prove insufficient, the lessee undertakes to make good the difference.

V. GENERAL TERMS AND CONDITIONS

The chattels and fixtures may not suffer any damage over and above the standard wear and tear from the regular use for which they are intended. Any chattels or fixtures missing or unusable for any reason other than standard wear and tear when this agreement expires must be paid for or replaced by the lessee. This clause shall also apply to wallpaper, paint, dyes and the building in general.

The lessee shall refrain from throwing any items (or cooking fats) down the washbasins, bathtubs, sinks, toilets, etc. under any circumstances so as to avoid blocking the pipes; failure to abide by this provision shall render the lessee liable for the fees incurred in restoring the pipes to a functional condition. In this regard, owing to the difficulty of securing the services of specialist personnel or a specialist company during peak season, the agency may not be held liable for any delay incurred in the performance of any necessary repairs.

The value of any broken, cracked, scratched or stained items, and/or the cost of washing or cleaning mats, blankets, mattresses, bedding, sofas or any other stained item - or to replace them if the stains cannot be removed - will also be deducted. A depreciation value of 5% per year will be applied in the event of replacement of a damaged item.

VI. TERMINATION

Failure to pay the sums due by the stipulated deadlines or failure to perform any clause of this agreement shall, one week after a formal notice to comply has failed to produce performance, entitle the owner or their representative to terminate this agreement immediately, in which case the lessee shall be required to vacate the rented premises by simple order from a judge granting interim relief.

VII. INSURANCE

The lessee shall be bound to insure the property with a reputable solvent Insurance Company against theft, fire and water damage, both for the risks to the property and for the risks to the furniture provided under the rental,

as well as against claims for compensation from neighbours, and shall furnish evidence of this on first request from the owner or their representative. Accordingly, the owner and their representative may not be held liable for any action taken by their Insurance Company against the lessees in the event of an incident.

VIII. MAIN OBLIGATIONS OF THE TENANT

The lessee is obliged to:

- Occupy the premises personally (the list of occupants will be registered at the time of reservation) and may not under any circumstances sublet, even free of charge, or assign his rights under this lease without the written permission of the lessor. He shall refrain from engaging in any commercial or artisanal activities on the premises;
- Respect the maximum number of occupants as set out on page 1, unless the owner's representative authorises otherwise in advance;
- Refrain from committing any act or allowing his family or contacts to commit any act liable to jeopardise the quiet possession of the neighbours and other occupants;
- Refrain from bringing any pets (dogs, cats, etc.) into the rented premises without prior authorisation from the lessor, and such authorisation may be granted contingent on the pet in question not causing any damage to the building or interfering with the quiet possession of the neighbours;
- Refrain from using any illegal downloading software via the internet connection of the rented premises;
- Check the accuracy of the online photographic inventory within 24 hours of his arrival and report any discrepancies observed to the agency. Once this period has elapsed, the rented property shall be deemed to have been free of damage when the lessee took possession of it;
- Refrain from making any modifications or changes to the arrangement of the furniture or the property, and shall use the furniture and items decorating the rented property for their intended purpose and in their original location. Transporting these items off the rented property is strictly prohibited;
- Inform the lessor immediately of any incident and/or degradation occurring in the rented premises, even if no damage is immediately visible.
- Permit any urgent or necessary work to be carried out on the premises for the purposes of maintaining the rented premises and the shared facilities in good condition without claiming compensation therefor;
- Grant access to the persons responsible for maintaining the garden, swimming pool and spa, on a weekly basis or more frequently if required by the circumstances;
- Maintain the rented premises and keep them clean, empty the dustbins and carry out all repairs incumbent on him in his capacity as the lessee by the time the property is returned. In accordance with the Local Urban Planning Regulations for the commune, it is hereby stated that erecting tents or bringing caravans onto the property is strictly prohibited. Organising any demonstrations, evening events etc. on the rented premises without the written permission of the lessor is strictly prohibited, under penalty of immediate termination of the lease, and the lessor hereby reserves the right to bring legal action in the event that this prohibition is not observed. Failure to comply with one or more of these obligations by any of the lessees may result in this agreement being terminated immediately, without any of the sums previously paid being reimbursed or any compensation paid.

IX. SWIMMING POOLS & SPAS

For rental properties with swimming pools, the pools are fitted with a safety system that meets applicable standards, in accordance with Article L.128-2 of the French Construction and Habitation Code. These safety provisions may not under any circumstances stand in for supervision by parents. Children remain the full responsibility of their parents. As the swimming pool is a family pool, its usage is exclusively reserved for the tenants registered at the time of booking. Visitors may also use the pool, their number being limited to half the guest capacity of the house. Items, stones or any other things or products may not be thrown into the water. Pets are prohibited in the swimming pool. Users who have applied sun cream, sun oil or any other fatty substance to rinse themselves off under the shower before bathing. If the liner is stained by sun oils or is damaged by the incorrect use of the swimming pool, said liner will be replaced and the cost charged to the lessee. The water is cleaned every week by a specialist. The settings and products used for maintaining the swimming pool and/or spa may not be touched. If the condition of the water changes, the lessee must inform the lessor immediately.

X. FORMALITIES FOR ARRIVAL AND DEPARTURE

The tenant must respect the arrival and departure times stated on the booking confirmation. From 4pm, tenants can gain entry to the property independently by following the instructions received beforehand from the Hossegor Villas agency. Tenants may also leave the property independently on the day of departure, at the latest by 10am. The tenant may under no circumstances stay on the rented premises after the date and time set out in

the booking confirmation.

The tenant agrees to check the online inventory of fixtures at the URL provided on the day of arrival, within 48 hours of arrival, and to inform the agency of any anomalies observed. After this 48-hour period, the rented property will be considered free from damage and compliant with the photos (which hence become contractual) and the description, as of the date of the tenant's arrival. If the photo entry inventory procedure is not carried out online, and unless proven otherwise (Article 1731 of the French Civil Code), the tenant is presumed to have found the rental unit in a good state of repair and must return it as is.

The outgoing inventory is established and agreed by both parties in the presence of the tenant, or with the tenant's validation if he/she is absent. In the event of this leading to a dispute between the parties, the inventory may be established by a court bailiff at the expense of the tenant, in which case, the cost will be deducted from the security deposit.

XI.OPTIONS

- There is a fixed rate for end-of-stay cleaning. The house must be left tidy with rubbish bins emptied. If, however, the agency considers additional cleaning to be necessary following disrespectful use of the villa, an additional charge for the time spent will be invoiced at the rate of €35 per hour (taxes included).
 - Household linen is provided (a large and a small bath towel plus a swimming towel per person, tea towels and bath mat).
 - For the presence of a dog, an additional charge per dog of €8 per day (taxes included) will be invoiced.
- Reminder: dogs are not accepted in all villas.

XII.EQUIPMENT

By accepting these general terms and conditions, the tenant acknowledges having received sufficient information on the use of the appliances and equipment listed in the villa advertisement, except in the event that notification is sent to the HOSSEGOR VILLAS staff within 48 hours of the tenant's arrival.