



GENERAL TERMS AND CONDITIONS FOR SEASONAL RENTALS

ASCENSION IMMOBILIER – 96 RUE DU BOURG 74110 MORZINE

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Preamble

ASCENSION IMMOBILIER (hereinafter referred to as the “Agency”) acts as the agent of property owners, offering their properties for seasonal rental to its clients, either directly through its own website: www.ascension-location.com, or through its partners, which operate their own booking platforms. Across the Agency’s and/or its partners’ platforms, clients will have access to all the information necessary regarding the rental conditions, including the price, the property’s characteristics and location, its facilities and layout, its maximum occupancy, and the facilities available within the residence.

These General Terms and Conditions of Rental (hereinafter the “GTCR”) govern the relationship between SAS ASCENSION IMMOBILIER (a simplified joint-stock company with a share capital of €20,000, registered with the Thonon-les-Bains Trade and Companies Register under number 905 213 971, with its registered office at 944 Route de Morzine, 74110 Montriond, France), trading under the name ASCENSION IMMOBILIER, and any person (hereinafter referred to individually or collectively as the “Client”) renting a property managed by the Agency.

These GTCR apply in accordance with the legislation in force, in particular the regulatory provisions of Book II of the French Tourism Code governing the conditions under which activities relating to the organisation and sale of travel and holiday packages may be carried out. Where a booking is made through one of the Agency’s partners, the Client must also comply with these GTCR.

1. Purpose

These General Terms and Conditions of Rental (GTCR) are intended to define the conditions, terms and procedures governing the booking, performance and cancellation of properties offered for seasonal rental by the Agency. They supplement the occupancy conditions set out in the Seasonal Rental Agreement entered into between the Client and the Agency (Specific Terms and Conditions), or between the Agency’s partner and the Client. Unless otherwise expressly provided, these GTCR apply without restriction or reservation to all bookings made with the Agency.

2. Acceptance of the General Terms and Conditions – Effective Date

By booking a stay with the Agency, the Client acknowledges that they have read these General Terms and Conditions of Rental in advance and accepted them without reservation. The Client also acknowledges having received all essential information regarding the size, condition, location, layout and facilities of the property being rented, including the items and furnishings provided.

The Client is informed that the Agency may amend these General Terms and Conditions from time to time. In such circumstances, the applicable terms and conditions shall be those in force at the time the Client places their order and/or makes their booking.

3. Booking Procedure

Bookings are made through the Agency’s aforementioned websites, which provide the essential details of each property offered for seasonal rental. Before making a booking, the Client may request any additional information regarding the property by contacting the following email address: location@ascension-immo.com.

The Seasonal Rental Agreement shall be deemed definitively concluded once the Client has paid the deposit or the full cost of the stay, in accordance with the provisions of the said agreement. Where the agreement is signed electronically, it shall likewise be deemed concluded upon receipt of the deposit or the full amount payable for the stay.

The agreement shall specify, in particular, the applicable rates, the services booked, the dates of the stay, the number of occupants and their identities.

4. No Right of Withdrawal

Pursuant to Article L. 221-28, 12° of the French Consumer Code, the right of withdrawal does not apply to accommodation, transport, catering or leisure services. Consequently, a Client who has made a booking online, by telephone or by any other means of distance communication may not exercise the right of withdrawal applicable to distance contracts concluded between consumers and professionals.



5. Payment Terms

Unless otherwise specified in the Specific Terms and Conditions, payment must be made by credit or debit card (via the website or by telephone) or by bank transfer.

- A deposit of 25% of the rental price, together with payment for cancellation insurance, should the Client choose to take out such insurance.
If payment by credit or debit card is not made at the time of booking, payment must be received by the Agency within a maximum of 92 hours following the booking. If the funds have not been received by the end of this period, the Agency reserves the right to cancel the booking at its sole discretion.
- The remaining balance of the rental price must be paid no later than one month before the arrival date. If the outstanding balance has not been paid one month before the Client's arrival, the Agency reserves the right to cancel the stay.

Where a booking is made less than one month before the start of the stay, the full balance of the rental price shall be payable on the date of booking. If payment is not received within this period, the Seasonal Rental Agreement may be terminated automatically by the Agency, at its sole discretion.

The tourist tax applicable in the municipality is not included in the accommodation price and must be paid either at the time of booking or directly by the Client on arrival at the property. The tax is calculated per night and per person aged 18 or over.

Access to the accommodation will not be permitted unless the full cost of the stay, the applicable tourist taxes and any additional charges (including booking fees, pet surcharges, parking fees and any other applicable costs) have been paid in full.

6. Modification – Cancellation of the Stay

6.1 No-Show – Late Arrival

The Client undertakes to inform the Agency of any expected arrival after 7:00 p.m., no later than 6:00 p.m. on the day of arrival. Failing this, as the Agency will be closed, no keys can be handed over and access to the apartment will not be possible.

For late arrivals after 7:00 p.m., provided the Agency has been informed in advance, the Client may collect the keys from a secure key safe designated for late arrivals.

Unless the Client has notified the Agency of the reasons for a delayed arrival extending beyond 12:00 noon on the day following the scheduled arrival date, the booking shall automatically be deemed cancelled due to the Client's sole fault, and the property may be made available for rental again.

Failure by the Client to arrive by midnight on the scheduled arrival date shall result in the cancellation fees set out below being applied, and the Agency shall be entitled to immediately re-let the property.

6.2 Amendment or Cancellation by the Client

Amendment :

Any amendment to the original booking requested by the Client, including but not limited to changes to the dates of the stay, the type of accommodation or the package selected, shall be treated as a cancellation of the original booking followed by a new booking. In such circumstances, the cancellation terms applicable to the original booking shall apply as of right.

Cancellation :

The Client wishing to cancel their stay before arrival must notify the Agency by registered letter or by email to the following address: location@ascension-immo.com. In all circumstances, the administration fees shall remain payable to the Agency and shall be non-refundable.

For any cancellation initiated by the Client, cancellation fees shall apply according to the date on which the cancellation is notified. This date shall be determined by the date on which the Agency receives the cancellation letter or email.

Accordingly, any cancellation of a stay at the Client's request shall be subject to the following conditions:



- More than 31 days before the start of the stay (arrival date): the cancellation fee shall amount to 30% of the total price of the stay, as specified in the Special Conditions ;
- Between 30 and 15 days before the start of the stay (arrival date): the cancellation fee shall amount to 50% of the total price of the stay, as specified in the Special Conditions;
- Between 14 and 8 days before the start of the stay (arrival date): the cancellation fee shall amount to 75% of the total price of the stay, as specified in the Special Conditions;
- Less than 8 days before the start of the stay (arrival date), or in the event of a no-show at the property: cancellation fees amount to 100% of the total price of the stay, as specified in the Special Conditions.

Partial cancellation:

Any cancellation is final and applies to the entire stay. Partial cancellations are not permitted and will be treated as a full cancellation. No price reduction shall be granted if the Client does not reach the number of participants specified in the Special Conditions at the time of booking.

Shortened Stay:

Any stay shortened or interrupted by the Client, as well as any service voluntarily waived by the Client, shall not entitle the Client to any refund, regardless of the reason. In all cases, booking fees are non-refundable.

6.3 Specific Cancellation Terms in the Event of a Public Health Crisis

In the event of a new public health crisis similar to the COVID-19 pandemic, the stay may be cancelled, in whole or in part, in accordance with the legal and regulatory provisions in force at the time of cancellation.

6.4 Amendment or Cancellation by the Agency

The Agency may be required to amend or cancel a stay due to external events beyond its control. Furthermore, despite the care taken in preparing its website, material errors may occasionally occur. Accordingly, the Agency reserves the right to make any necessary corrections in the event of an identified error or omission.

Should the Agency be required to cancel the stay initially booked by the Client, alternative arrangements with new stay dates will be offered as soon as possible. The Client shall have 72 hours from notification to accept or reject this proposal. If no response is received within this period, the Client shall be deemed to have accepted the alternative arrangements, which shall then be payable as the agreed stay.

If the Client expressly rejects the proposal within the specified period, the Agency shall compensate the Client in accordance with the provisions of the French Tourism Code (Code du tourisme).

6.5 Cancellation Insurance

This contract does not include any insurance covering cancellation fees. The Client is informed that they may take out insurance covering all or part of the cancellation fees through CABINET DE BELEM, an insurance broker located at 22-24 Rue Bernard Palissy, 53960 Bonchamp-lès-Laval, which is a partner of the Agency.

It is expressly stated that any amounts paid in respect of insurance premiums are non-refundable and non-transferable. The essential terms and conditions of the insurance policy will be provided upon the Client's written request. The Client is responsible for contacting CABINET DE BELEM directly for any further information.

7. Security Deposit

Upon the Client's arrival, the Agency shall require a security deposit of between €100.00 and €10,000.00, depending on the type of accommodation booked, as specified in the Special Conditions. The security deposit shall not accrue any interest. It shall be provided either by way of a credit card pre-authorisation or by cash payment. Cheques shall not be accepted as security deposits.

If the security deposit is not provided, the Client shall be denied access to the accommodation, and the seasonal rental agreement shall be terminated automatically, solely at the Client's fault. In such circumstances, the full price of the stay shall remain payable to the Agency and shall not be refunded.

Upon arrival, the Client shall inspect the accommodation and check the inventory of all goods, items and furniture made available. Any discrepancies or defects must be reported to the Agency within a maximum of 24 hours by returning the duly completed and signed check-in form. After this period, no claims will be accepted. Failing such notification, all equipment, furniture and items shall be deemed to have been provided in good working order and in accordance with the check-in inventory and condition report prepared unilaterally by the Agency.



The Client agrees to use the premises and equipment for their intended purpose and shall be responsible only for normal wear and tear. The Client must return all furniture and items to their original locations and leave the accommodation clean and tidy.

The Client shall be liable for any damage caused by the Client or any accompanying persons, whether resulting from intentional misconduct or negligence.

The security deposit shall be refunded within a maximum period of one month following the Client's departure, less any amounts due in respect of damage, loss or other deficiencies identified during the check-out inspection. This inspection shall be carried out jointly by the Client and the Agency (or its representatives) or, failing this, unilaterally by the Agency before the arrival of the next occupants.

The Client acknowledges and accepts the check-out condition report as drawn up and undertakes to inform the Agency, prior to departure, of any damage or breakages identified in the accommodation.

The refund period may be extended to three months if the restoration of the accommodation requires the intervention of external contractors.

8. Loss, Theft and Fire

The Client's personal belongings and effects shall remain their sole responsibility throughout the stay. The Agency shall not be held liable for any items forgotten, lost, stolen or damaged in the rented accommodation.

The Client undertakes to maintain adequate holiday rental insurance ("assurance villégiature") covering all rental-related risks, including fire, water damage, broken glass, theft, damage to furniture, and liability claims brought by neighbours or third parties. This insurance must be taken out with a financially sound insurance company, and proof of cover may be requested at any time by the Agency or the property owner.

In the absence of adequate insurance coverage, the Client may be held personally liable for any damage caused during the stay and shall bear the full financial consequences thereof.

The Client also undertakes to notify the Agency of any claim, loss or incident occurring in the accommodation, its outbuildings or its equipment within a maximum period of 24 hours.

9. Insurance

The Tenant shall take out insurance with an insurance company covering the risks of theft, fire, broken glass and water damage, and, more generally, all rental-related risks, the furniture provided with the rented accommodation, and liability claims brought by neighbours. The Tenant shall provide proof of such insurance upon first request by the property owner or the Agency.

Accordingly, the property owner and the Agency disclaim any liability in respect of any claim that their respective insurance companies may bring against the Tenant in the event of a loss or damage.

10. Length of Stay – Key Collection and Return

Upon arrival, the Tenant must report to the Agency before being directed to the booked accommodation. Keys are handed over between 5:00 p.m. and 7:00 p.m. Depending on the arrangements in place for the relevant accommodation, check-in may also be completed independently using a secure key box located at the property.

Any late arrival must be notified to the Agency as soon as possible. The Agency reserves the right to request proof of identity from the Client and all occupants when handing over the keys.

On the day of departure, the accommodation must be vacated no later than 10:00 a.m., and the keys must be returned to the Agency before 10:30 a.m. Any late departure not previously authorised by the Agency may result in the charge of an additional night's accommodation.

Under no circumstances shall the Client be entitled to remain in the accommodation after the end of the stay. The Client undertakes to vacate and return the accommodation on the date specified in the Special Conditions.



11. Occupancy Conditions

1.1 Tenant's Obligations

The Client agrees to take possession of the rented premises in the condition in which they are found at the commencement of the stay, as described in the condition report attached to the rental agreement.

Furniture and other movable items shall be subject only to depreciation resulting from normal use for their intended purpose. Any items missing or rendered unusable at the end of the rental period for reasons other than normal wear and tear shall be paid for or replaced by the Client, with the consent of the property owner or their authorised representative. This provision also applies to wallpaper, curtains and the property as a whole.

Where applicable, the following costs may be deducted from the security deposit:

- a) The replacement value of broken or chipped items;
- b) The cost of washing or cleaning carpets, blankets, mattresses, bedding and similar items that have been stained.

The Client undertakes to use the furniture and other items provided in the rented property solely for their intended purpose and to keep them in the locations where they are placed. The Client is strictly prohibited from removing such items from the rented premises.

The Client must not dispose of any objects likely to block the plumbing or drainage systems in sinks, washbasins, bathtubs, bidets, kitchen sinks, laundry sinks, toilets or any other sanitary facilities. Should this obligation be breached, the Client shall be liable for all costs incurred in restoring the affected facilities to working order.

Under penalty of termination of the rental agreement, the Client shall not, under any circumstances, sublet the property or assign their rights under the rental agreement without the express consent of the property owner or the Agency. The Client must use the premises solely for residential purposes and may not store additional furniture on the premises, except for linen and small personal items.

Under no circumstances may the rented premises be occupied by more persons than the number specified in the Special Conditions, unless prior authorisation has been obtained from the Agency

The Client shall allow any urgent works necessary to maintain the rented premises and shared equipment in good condition to be carried out.

Where the accommodation is located in a residential building, the Clients shall comply, as occupants, with the building's internal regulations, which they acknowledge having read and understood. Hanging laundry from windows or balconies is expressly prohibited.

Should the Client renew the rental, with or without an interruption between rental periods, the Agency's fees shall remain payable for each additional rental period, in accordance with the Agency's applicable fee schedule.

The Client must notify the Agency of any defects or irregularities identified within three days of taking possession of the property.

1.2 Minors

Access to the accommodation is strictly prohibited for minors who are not accompanied by an adult.

Minors, and young children in particular, shall remain under the full responsibility and supervision of their parents or accompanying adults throughout the stay, especially in communal areas and wellness facilities, which may include a jacuzzi, sauna, steam room and/or swimming pool.

Access to the relaxation area, sauna, jacuzzi and steam room, where available within the residence or accommodation, is strictly reserved for adults aged 18 and over.

1.3. Pets

Unless otherwise provided in the General Terms and Conditions, pets are not permitted in the accommodation. However, the Client may be authorised to stay with a pet, subject to the Agency's express prior consent. In such cases, only one pet is permitted per accommodation, subject to a flat-rate supplement of €100.00 per pet per week.



Within the residence and all communal areas, the Client undertakes to keep their pet on a lead at all times.

In all circumstances, Category 1 and Category 2 dogs, as defined under the applicable regulations governing dogs classified as dangerous, are strictly prohibited.

1.4 Smoking

Smoking is strictly prohibited inside the accommodation and in the communal areas of the residence. If any smell of tobacco is detected upon return of the property, a flat fee of €200 will be deducted from the security deposit to cover the additional cleaning and deodorisation costs.

1.5 Cleaning

Please note that end-of-stay cleaning is included in the rental service.

Nevertheless, the Client undertakes to leave the accommodation in a reasonable condition upon departure, including emptying the bins, tidying the kitchen, and ensuring that all dishes are clean and put away.

12. Internet Connection – Wi-Fi

If Internet access is provided at the accommodation, the Client undertakes not to use it in breach of French law.

In particular, the Client undertakes:

- Not to use the Internet connection to reproduce, display, make available or communicate to the public any works or protected subject matter covered by copyright or related rights, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the appropriate authorisation;
- Not to use illegal downloading software;
- To comply with the security policy established by the property owner, as well as the rules governing the use of the network and computer equipment.

The Client is informed that any breach of these obligations may result in legal proceedings for copyright infringement, pursuant to Article L. 335-3 of the French Intellectual Property Code (*Code de la propriété intellectuelle*).

No guarantee is given that the Internet connection will be stable or provide very high-speed access.

The Client shall be responsible for any use of the Internet access that may be provided during the rental period. More generally, the Client shall refrain from accessing websites containing content prohibited by law. The Client acknowledges that they are solely responsible for all Internet connections made during the stay.

The use of the access credentials and the signing of this agreement constitute acceptance of these terms. In the event of a breach of applicable law and upon request from any judicial or administrative authority, the Agency shall be required to provide the Client's identifying details.

13. Personal Data Protection

The personal data collected in connection with the preparation and performance of this agreement is processed where necessary for the performance of the agreement. Such data may also be used to comply with applicable regulations, including those relating to the prevention of money laundering and the financing of terrorism.

Your personal data shall be retained for the entire duration of this agreement, together with any additional retention period required under the applicable statutory limitation periods.

Your personal data is intended for the Property Management Department.

For the purposes of this agreement, your personal data may, where necessary, be disclosed to the following recipients, in particular:

- Providers of electronic signature and electronic registered mail services;
- Companies commissioned to carry out works on the building;
- Judicial officers and lawyers in the event of legal proceedings;



- Insurance organisations providing cover taken out by the LANDLORD.

The third parties listed above shall have access only to the personal data necessary for the performance of their respective services and shall be required to process such data in compliance with the applicable personal data protection legislation.

The data controller is Mr Anthony DELALE.

Each party may request access to their personal data held by the Agency, and may request its rectification, amendment or erasure, or object to its processing, by sending an email to contact@ascension-immo.com or by post to the following address: **96 rue du Bourg, 74110 Morzine, France**.

Any complaint may be submitted to the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés – CNIL) at www.cnil.fr.

Where telephone contact details have been collected, you are informed of your right to register on the telephone marketing opt-out list established for consumers under Article L. 223-1 of the French Consumer Code.