

BON SEJOUR EN FRANCE – BOOKING TERMS & CONDITIONS

SARL BON SEJOUR EN FRANCE (hereafter BSEF), domiciled 14 rue de l'Abbaye, 17740 Sainte-Marie de Ré

Registered with the La Rochelle company register under the number 453 450 108

Financial Guarantee: SOCAF - 26, avenue de Suffren 75015 Paris

Professional Civil Responsibility Insurance: SAA Assurances

1 - GENERAL

BSEF, as the owners' agent, offers furnished accommodation for rent through its website (the Site) www.bon-sejour-en-france.fr (French version) & www.bon-sejour-en-france.com (English version).

Unless otherwise stated, furnished accommodation is available for rent as holiday rentals, on a weekly basis.

The owner & the occupants (the Tenant) establish a Contract with each other (the Contract) in which BSEF represents the owner.

2 - RENTAL PRICE

The prices indicated on the Site are stated in Euros per week.

The prices indicated on the Contract correspond to a length of stay & a defined number of Tenants. Depending on the rental period & on the accommodation, electricity and/or central heating are either included in the price or are in addition to the price; this information is clearly stated in the Contract & in the "Booking request" tab on the Site. Unless otherwise stated, the local dwelling tax ("taxe de séjour") is included in the rental price.

3 - BOOKING & PAYMENT OF THE BOOKING DEPOSIT

A provisional booking is made after an e-mail or telephone exchange with BSEF to check that the accommodation is available on the dates requested. The booking is confirmed once the deposit is paid & a signed copy of the Contract has been returned to BSEF. The payment must be made & the signed Contract returned to BSEF within 7 days of the Contract being sent to the Tenant via the Tenant's electronic address. Signature of the Contract by the Tenant implies that the Tenant has read & accepted the Booking Terms & Conditions.

Payment of the deposit is made to BSEF as the owner's representative, using one of the following means of payment: credit card (Visa or Mastercard), French cheque or wire transfer.

4 - PAYMENT OF THE BALANCE

By paying the booking deposit, the Tenant undertakes to pay the balance of the rental price, even in the event of cancellation.

The Tenant must pay the outstanding balance of the agreed rental price & options, either 30 days prior to the rental start date, or on the rental start date upon arrival in the accommodation. This information is specified in the Contract. Where the balance must be paid at least 30 days prior to the rental start date, the Tenant who has not paid the outstanding balance by the agreed date is considered to have cancelled the booking. In this case, the accommodation is considered available to be rented out again. In case of a late booking (less than 30 days before the beginning of the

rental period) & where the balance must be paid prior to the rental start date, the Tenant will be required to pay the full rental price at the time of booking.

The balance is paid to the owner or to BSEF on behalf of the owner, using one of the following means: credit card (Visa or Mastercard), French cheque, wire transfer, cash in Euros (only if the balance is paid on arrival in the accommodation).

5 – ARRIVAL & DEPARTURE

The Tenant must contact the owner or BSEF (contact information is specified in the Contract) at least 24 hours prior to arrival to agree on a meeting point & time. Unless otherwise stated in the Contract, the Tenant must arrive on the date stipulated in the Contract between 4pm & 8pm. In case of late arrival or a last minute problem, the Tenant must inform the owner or BSEF directly.

There will be no reimbursement relating to days or other services lost due to late arrival. However, any late arrival (after 8pm on the day the contract takes effect) that has not been notified may give rise to a penalty charge of 100 € payable with the balance of the rental price.

The departure must take place on the date stipulated by 10am at the latest.

6 – BREAKAGE DEPOSIT

Access to the accommodation will only take place once a breakage deposit has been paid, which is designed to cover the cost of any repairs necessary after the Tenant's stay in the accommodation & the cost of any damages which occur to the accommodation during their stay. The amount of this breakage deposit is specified in the Contract.

The breakage deposit must be paid upon arrival in the accommodation by French cheque or by pre-authorized credit card (Visa or Mastercard).

The breakage deposit will be returned at most three weeks after the end of the Tenant's stay in the accommodation (cheque sent back or destroyed or cancellation of the credit card pre-authorization). The cost of damages imputable to the Tenant, the price of any objects that need replacing and/or the cost of returning the accommodation to its original state and/or the cost of any additional cleaning necessary, will be paid by the Tenant in one of the following ways:

- by French cheque - in this case either the original breakage deposit cheque will be returned to the Tenant in exchange for a new cheque in the amount of the damages due OR the original breakage deposit cheque will be cashed. If the cost of damages is less than the original breakage deposit cheque, the difference will be returned to the Tenant by French cheque
- by credit card (transformation of all or part of the pre-authorized transaction into a debit)
- in cash.

If the amount of the original breakage deposit paid is less than the amount due for damages caused, the Tenant agrees to make up the difference.

7 – CLEANING

The accommodation is fully cleaned before the start of the rental period. The Tenant is responsible for cleaning the accommodation throughout the rental period & at the end of the rental period in order to ensure the accommodation is left in the state in which it was at the beginning of the rental period.

The "end of stay cleaning" option on the Contract consists of putting the Tenant into contact with a person who can clean the accommodation in place of the Tenant at the end of their stay. The price indicated on the Contract is therefore only an estimate.

The owner (or BSEF) reserves the right to deduct from the breakage deposit the estimated amount of end of stay cleaning if:

- The end of stay cleaning option is not chosen & the accommodation is not left in the same state of cleanliness as at the beginning of the rental period (ie the accommodation cannot be occupied without some additional cleaning);
- The end of stay cleaning option is chosen but the accommodation is left in an abnormally dirty state.

In all cases, (end of stay cleaning option chosen or not), the kitchen must be tidied by the Tenant - dishwasher emptied, washing up done & tidied away...

8 – HOUSE LINEN

The provision of house linen is either an optional service or is included in the rental price. If the optional service is chosen, the Tenant must tick the relevant box on the Contract & make payment for this service upon arrival. The house linen option includes bed linen, bath towels, bathmats & tea towels. Beach towels & cot linen are not provided. Bath towels may not be used as beach towels.

In general one set of house linen is provided for the entire length of the rental period. If the Tenant wishes a change in house linen during their stay, the Tenant must indicate this choice on arrival & make the corresponding payment.

If the house linen is returned in a state which renders it unusable thereafter, the cost of replacing the house linen will be deducted from the breakage deposit.

If the Tenant uses his/her own house linen, he/she must ensure that it corresponds to the size of the beds as indicated in the accommodation description on the Site. The use of beds without any bed linen is strictly prohibited.

9 – NUMBERS ACCOMMODATED

The Contract covers the maximum number of people accommodated. If the number (including children) is exceeded, BSEF or the owner may refuse the extra occupants. The Contract is then considered terminated through the Tenant's fault & the full rental price remains due.

10 – PETS

The Tenant must inform BSEF at the time of booking of the presence of any pets (cats & dogs only) during the rental period, this information must then appear on the Contract. If the Tenant brings animals of which BSEF or the owner have not been informed at the time of booking, the owner and/or BSEF can terminate the Contract & the full rental price remains due.

In all cases, animals must not go upstairs in any of the rental properties & all faeces must be picked up & disposed of properly, even if the Tenant has opted for the end of stay cleaning service.

11 - SWIMMING POOL

If the accommodation includes a swimming pool, or access to a swimming pool, BSEF draws the Tenant's attention to the fact that the owner is solely responsible for the safety system (pool cover, alarm or fencing), & the owner ensures that this safety system corresponds to current norms. Even though a safety system is in place, it is up to the Tenant to take all precautions necessary with regard to the use of the pool - children should never be left alone & without adult supervision in or near a swimming pool. BSEF cannot be held responsible, under any circumstances, for accidents resulting from the use of the swimming pool.

12 - LENGTH OF STAY

The Tenant who has signed the Contract for a specific rental period cannot in any circumstances claim a right to stay in the accommodation after the end date of the rental period.

13 - INSURANCE

Booking is conditioned upon the Tenant being in possession of appropriate insurance with an insurance company for theft, fire, water damage, rental risks, damage to furniture in the rental accommodation & recourse from neighbours. The Tenants must also have Civil Responsibility Insurance.

By signing the Contract, the Tenant attests that all the occupants are covered by appropriate insurance. An insurance certificate may be requested by the owner or BSEF upon the Tenant's arrival in the accommodation.

14 - CANCELLATION

In case of a cancellation which occurs at the Tenant's instigation, including failure to arrive in the accommodation on the agreed rental start date, any amounts paid by the Tenant (booking deposit and/or balance) to the owner or to BSEF on behalf of the owner, will not be refunded. Similarly, in case of a cancellation which occurs at the Tenant's instigation, including failure to arrive in the accommodation on the agreed rental start date, the Tenant must pay the balance of the rental price to the owner or to BSEF on behalf of the owner at the latest on the first day of the rental period as it appears on the Contract. In case of cancellation of a rental period which is then rented out again to a new Tenant, any amount paid by the original Tenant will be reimbursed up to the amount paid by the new Tenant & less a management fee equal to 5% of the amounts paid by the original Tenant.

For any cancellation instigated by BSEF, except a cancellation due to acts of god and/or a state of war, the Tenant will receive full reimbursement of sums paid. In addition, BSEF will take all possible measures to find comparable replacement accommodation.

15 - CANCELLATION INSURANCE

BSEF offers its Tenants the possibility to take out cancellation insurance, in partnership with an insurance broker. The General Sales Conditions of this insurance are available via the Site. Cancellation insurance may only be taken out at the time of booking.

16 - TENANT RESPONSIBILITIES

The Tenant must occupy the accommodation in a peaceful & responsible manner. All the furniture, amenities, equipment & materiel in the accommodation must be properly maintained by the Tenant.

The Tenant is responsible for any & all damage & loss occurring during his/her stay in the accommodation. Any loss or damage must be paid for by the Tenant.

The accommodation is solely for use as a holiday let to the exclusion of any commercial or other lucrative activity during the Tenant's stay. Weddings, receptions, large cocktail parties are strictly prohibited in the accommodation unless prior agreement has been obtained from BSEF or the owner.

17 - RESPONSIBILITIES OF BSEF & THE OWNER

The owner is fully responsible for the renting the accommodation to the Tenant & guarantees that it fulfils all applicable building, hygiene & safety norms.

BSEF cannot be held responsible for any losses, breakages or delays for which the cause is beyond BSEF's control, including but not limited to: natural catastrophes, explosions, flooding, storms, fires or accidents, war or threat of war, civil unrest, laws, restrictions, regulations, local restrictions or other measures decided upon by local or national government, strikes, lockouts or other industrial conflicts, weather conditions. In any of these cases, BSEF may consider the Contract to be nul & void & its responsibility will be limited to the refund of any sums paid by the Tenant & corresponding to the unused portion of the rental period calculated on a pro rata basis.

BSEF cannot be held responsible for any electrical or mechanical failures in any of the accommodation's amenities (heat pumps, boilers, filter systems for swimming pools etc) or any general power or water cuts.

Neither BSEF nor the owner can be held responsible for any excessive noise or other nuisance factors outside the accommodation's limits & of which the causes are beyond their control.

18 - DESCRIPTION OF THE ACCOMMODATION

The accommodation appearing on the Site has been carefully selected by BSEF. BSEF tries to ensure that all photos of the accommodation are faithful to reality. However, between the date of BSEF's initial photo visit & the rental period, minor changes may occur. In this case, BSEF cannot be held responsible for these changes.

19 - INTERRUPTION IN THE RENTAL PERIOD

If the Tenant cuts short their stay, no refund will be made.

20 - CLAIMS

No claim concerning the accommodation, an advertised description or any inventory may be made to BSEF or the owner beyond day three of the rental period.