

CHALET CRY – TERMS & CONDITIONS

Updated November 2020

Rent and expenses

A tourist tax of €2.50 per day per person is payable in addition to the rent.

The Rent includes, for the entire term of the Contract, the payment of rental expenses and available supplies, in particular: water, gas, heating and, except for what is mentioned in the Description Sheet, access to the Internet and the use of television.

The Rent also includes the standard housekeeping before the start and at the end of the stay as well as the housekeeping during the Customer's stay, in accordance with the conditions specified in the Summary Sheet.

The Rent includes the provision of sheets and sponges as well as breakfast for the number of people indicated in the Summary Sheet.

The Customer is hereby informed that if the rented property or any of its contents are damaged and that standard housekeeping is not sufficient to restore its condition, the Customer shall be asked to pay the additional cost of the extra housekeeping necessary to restore the property to its original state.

Security deposit

The amount of the security deposit is set by the Owner at 25% of the Rent.

This security deposit is intended to cover damages and/or deterioration caused by the Customer to the rented property, and any furniture, appliance, and all items that it contains, as well as for the loss of keys or any related items.

TLS Travel Group LTD may also compensate itself for any sum owed to it by the Customer using the sums to be returned to the Customer as part of the security deposit.

TLS Travel Group LTD keeps the security deposit on behalf of the Owner for the term of the Contract and will return it to the Customer subject to a stock list and inventory of fixtures drawn up upon check-out which is in accordance with the stock list and inventory of fixtures which was drawn up on arrival.

In the absence of any notice of damage to the rented property, the security deposit will be refunded in full to the Customer no later than fifteen (15) days after the return of the keys.

Should an inventory of fixtures on departure not be drawn up, TLS Travel Group LTD will pay the Customer the security deposit as long as no claim is made by the Owner within fifteen (15) days of the return of the keys by the Customer.

In the event of damage or loss being recorded, TLS Travel Group LTD reserves the right not to refund the Customer within the aforementioned time frame, so that the necessary assessments and findings can be made to assess the cost of the damage caused.

The final repair cost as assessed and the resulting loss of earnings for the Owner in the event of it being temporarily impossible to re-rent the property during the repair period will be assessed and deducted from the amount of the security deposit returned to the Customer and, if necessary, an additional amount may be claimed from the Customer if the security deposit is insufficient.

Payment

In its capacity as the Owner's agent, TLS Travel Group LTD collects:

- i. the down-payment paid by the Customer at the time of the booking confirmation,
- ii. the balance of the rent paid no later than one (1) month before the start of the rental, and
- iii. the security deposit paid no later than fifteen (15) days before the start of the rental.

Booking

Booking conditions

Any Customer wishing to book a property should contact TLS Travel Group LTD directly.

Once the Customer, with the help of the representative of TLS Travel Group LTD, has decided on the property and the rental dates, it will send all the information relating to the Customer and the proposed rental by email.

In return, TLS Travel Group LTD sends it an email to the email address provided by the Customer with all the documents necessary for its booking:

- The draft contract to be approved;
- The appendices to the Contract.

Once the Customer and TLS Travel Group LTD have agreed on all the clauses of the Contract, the Customer returns it, signed and initialled in two original copies to TLS Travel Group LTD by email.

The booking will be confirmed and the Contract signed between the Parties within a maximum of seventy-two (72) hours following the receipt of the two original copies of the Contract signed by the Customer and subject to the Customer making the down-payment.

Change of booking by the Customer

Should the Customer wish to change its booking, it must inform TLS Travel Group LTD as soon as possible before the start of the stay in the rented property in order to obtain the approval of the Owner as well as of its Agent who will not be under any obligation to accept.

Change to the booking by the Owner

Any change made by the Owner to the conditions of the booking made by the Customer are subject to the Customer's agreement.

If the Customer accepts these changes, the Owner undertakes to make every effort to provide a satisfactory solution for the Customer.

Changes to the Customer's initial booking must be recorded in a written agreement signed by the Owner and by the Customer.

Price

Prices are expressed in Euros or in any other currency agreed between the Customer and the Owner, inclusive of VAT, and take into account the VAT applicable on the day when the Contract was signed.

Payment terms

For each booking a down-payment equal to 25% of the rental amount must be paid by the Customer when the Contract is signed.

The balance of the rent must be paid no later than one (1) month before the start date of the rental.

The security deposit must itself be paid no later than thirty (30) days before the start date of the rental.

Should, after a reminder from TLS Travel Group LTD, the Customer still not have paid the security deposit, it is at risk of the Rental contract being terminated as of rights.

The amounts owed are payable by the Customer by interbank transfer to the bank account of TLS Travel Group LTD.

Cancellation of the booking

Cancellation of the booking by the Customer

If the Customer cancels its booking, it will not be reimbursed in respect of the sums which have already been paid as part of:

- the down-payment
- the ancillary services already reserved with the Service Provider for the organisation of its stay.

If the Customer cancels more than 30 days before the Contract takes effect, the Customer will forfeit the down-payment.

If the Customer cancels less than 30 days before the Contract takes effect, the Customer will have to pay the rental in full to the Agent, as part of a penalty clause.

However, if the Owner manages to find another tenant for the agreed dates, it may, as a commercial gesture, waive the payment of the full rent.

In any event, the down-payment received by the Owner will not be refunded to the Customer in the event of a cancellation by the Customer.

Cancellation of the booking by the Owner

If the Owner decides to cancel the booking, the Customer will be refunded the amount of the down-payment paid at the time of the booking confirmation.

The Owner will also be required to compensate the Customer for the prejudice suffered as a result of this cancellation, which may not exceed the amount of the down- payment paid by the Customer.

The Owner may only exempt itself from its obligations by providing proof of the occurrence of a force majeure event which prevented it from providing the Customer with the property which was booked.

Liability

TLS Travel Group LTD is only liable, with regard to the Customer, for the contact and booking service that it provides.

As TLS Travel Group LTD only acts as an agent between the Customer and the Owner, it may not be held liable as a result of a breach by the Owner in respect to its obligations.

TLS Travel Group LTD will not accept any liability as such, particularly with regard to the acts, actions, behaviour, dereliction of duty and possible negligence of the Owner.

Customer service

For any questions relating to the establishment of contact with Owners or the booking of a property, the Customer may contact the guest experience services department.

Handover of the keys, arrival and departure inventory of fixtures and stock list

Arrival of the Customer at the rented property

The Customer is expected to arrive at 5 p.m. (local time) at the rented property (unless a special arrival time is agreed in writing).

Early arrival may be possible if the following conditions are met:

- (i) The Customer must give TLS Travel Group LTD reasonable advance notice of at least 24 hours;*
- (ii) The requested early arrival must not be for a date and time when the property is still rented out;*
- (iii) The early arrival time must be approved by TLS Travel Group LTD in writing prior to the customer's arrival at the rented property.*

The keys are handed over upon arrival of the Customer by TLS Travel Group LTD or by any other person whom it has appointed for this purpose.

An inventory of fixtures and a list of the furniture provided to the Customer are drawn up with the Customer, or provided to the Customer, when it enters the property.

Should the inventory of fixtures and/or stock list not be carried out in the presence of both parties, the Customer has, from the time when the keys are handed over, 48 hours to report any anomalies.

After this period, the inventory of fixtures and stock list carried out by TLS Travel Group LTD and provided to the Customer upon entering the premises will be deemed as having been accepted without reserve by the Customer.

Customer's departure from the rented property

The Customer must vacate the rented property and return the keys at 10 a.m. (local time) on the last day of its stay, unless a special departure time has been agreed with TLS Travel Group LTD.

A late departure may be arranged if the following conditions are met:

- (i) The Customer must give TLS Travel Group LTD reasonable advance notice of at least 48 hours;*
- (ii) The requested late departure must not be for a date and time when the property is rented out;*
- (iii) The late departure time must be approved by TLS Travel Group LTD in writing 72 hours before the end of the rental.*

Should the Customer not observe the departure time without having obtained prior approval from TLS Travel Group LTD, an additional day's rental fee will be charged by TLS Travel Group LTD.

The Customer will return to the representative of the chalet the exact number of keys which were entrusted to it upon arrival at the rented property.

Should the Customer fail to fulfil this obligation, the amount necessary for replacing the unreturned keys or for the costs of changing the locks of the rented property will be invoiced and deducted from the security deposit.

A departure inventory of fixtures and/or stock list will be drawn up at the end of the Rental Contract or on the actual date of departure from the Customer's premises in the presence of both parties, with each party retaining a signed copy.

However, the departure inventory of fixtures and exit stock list may be carried out by the representative of TLS Travel Group LTD alone, with it being specified that the Customer is still entitled to require a departure inventory of fixtures and an exit stock list to be drawn up in the presence of both parties when the keys are returned.

Should the departure inventory of fixtures and/or stock list not be carried out in the presence of both parties, the Customer has seventy-two (72) hours as of the presentation of the departure inventory of fixtures and the exit stock list to make any claims.

In the absence of a challenge by the Customer within this timeframe, the inventory of fixtures and stock list carried out by the Owner and provided to the Customer will be deemed as having been accepted without reserve by the Customer.

Obligations of the Parties

Owner's Obligations

The Owner provides the Customer with the rented property, on the date agreed between the Parties, indicated in the article concerning the term of the Contract.

The Owner provides the rented property in a condition which is consistent with the use for which it is intended.

Customer's Obligations

The Customer must be able to have peaceful enjoyment at the rented property, and of the furniture and equipment provided to it, in accordance with the intended use which is indicated by the Rental Contract and, as the case may be, in accordance with the rules which are specific to the rented property, as indicated in the Description Sheet.

The Customer undertakes not:

- to use the Internet network provided to it in the rented property in any way which is illegal;
- to open the enclosures reserved by the Owner in the rented property, and indicated as such;
- to indulge in any behaviour which is likely to disturb the neighbours, particularly as result of the noise levels of radios, televisions and other devices;
- to use the rented property for commercial use (photography sessions, seminars, events or others) during its stay if the property was initially booked by the Customer for a non-business use, unless agreed in writing by TLS Travel Group LTD and the Owner;
- to take photographs of the rented property for commercial purposes, unless TLS Travel Group LTD and the Owner have given their written agreement.

The Customer undertakes to strictly observe the maximum number of people who may enter the premises, in accordance with the Description Sheet which was given to it, otherwise a penalty corresponding to fifty per cent (50%) of the rental amount may be charged to it.

As a rule, animals are not allowed into the rented property unless otherwise agreed in the Contract.

Should the Owner agree to the presence of animals during the Customer's stay, a special deposit as well as a special cleaning charge may be required from the Customer.

If during the stay the authorised animal causes damage to the rented property, damages and interest may be claimed.

Should the Customer introduce an animal into the rented property without having obtained the prior written agreement of TLS Travel Group LTD, the Contract may be terminated immediately and the Customer will not be entitled to any refund.

The Customer strictly undertakes to refrain from smoking inside the rented property (except in uncovered areas), unless otherwise agreed between the Parties.

Should the Customer ignore this ban, the Contract may be terminated as of rights, with the Customer not being able to claim any refund.

In addition, in this eventuality, an additional cleaning charge of five hundred euros (€500) will be charged to the Customer.

The Customer will maintain the rented property and return it in a clean state throughout the duration of the stay.

It must inform TLS Travel Group LTD immediately of any damage and will be responsible for any damages and losses which may occur during the term of the Contract in the property and in the communal areas (in the case of a co-owned property).

Should items which are shown in the inventory be broken or damaged, the Owner may charge for the cost of replacing them.

The Customer may not make any claim against the Owner in the event of theft and damage caused by third parties in the rented property during its stay.

The Customer may not object to the Owner or its agent visiting the property if they so request.

Obligations of TLS Travel Group LTD

TLS Travel Group LTD, in its capacity as the Owner's agent, will make every effort to ensure that the Customer has peaceful enjoyment of the rented property.

Should the Customer encounter a problem during the stay with the rented property and/or the service providers, it is kindly asked to explain the problem to TLS Travel Group LTD.

As soon as it has been informed of the problem by the Customer, TLS Travel Group LTD will then do everything that it can be reasonably expected to do, as soon as possible, in order to resolve the problems encountered by the Customer.

Ban on transfers and subleases

This Rental Contract is signed intuitu personae, depending on the Customer named at the beginning of the Contract and for its sole benefit.

Any transfer of this Contract, any total or partial subletting, and any provision - even free of charge - is strictly prohibited.

Insurance

The Customer certifies that it is covered by a civil liability insurance with an insurance company of reputed solvency to cover the damage caused to the property of others.

The Customer may be asked by TLS Travel Group LTD to provide a copy of these insurance policies.

Cancellation clause

In the event of a serious breach, by either of the Parties, of its obligations under the terms of this Contract, the other Party may put it on notice to correct it within forty-eight (48) hours.

If, within this time, the breaching Party has not corrected the breach which has been recorded, the other Party may terminate the Rental Contract as of rights, without the involvement of the courts and with immediate effect.

The formal demand, like the termination notification, must be sent by any appropriate written means.

Protection of personal data

TLS Travel Group LTD processes personal data, which from a legal point of view, is for the following legitimate purposes:

- Production, management, monitoring of the files of its customers (owner and tenant);
- Prospection and coordination;
- Management of the relationship with its customers and prospects;

- Organisation, registration and invitation to TLS Travel Group LTD events;
- Implementation of pre-contractual measures or of the Contract when processing is carried out for recovery purposes.
- Compliance with legal and regulatory obligations when undertaking processing which is for the purpose of:
 - Prevention of money laundering, corruption and the financing of terrorism;
 - Invoicing;
 - Accounting.

TLS Travel Group LTD only keeps the data for the duration required for the operations for which such data were collected and in compliance with current regulations.

In this regard, the Parties' data are kept for the duration of the contractual relationship plus 3 years for organisational and prospection purposes, without prejudice to the obligations or time limits on storing data. In the area of the prevention of money laundering and the financing of terrorism, data are kept for 5 years after the end of the relationship with the firm. In the field of accounting, they are kept for 10 years as of the end of the financial year. Sales lead data are kept for 3 years if no participation in or registration for TLS Travel Group LTD events has taken place.

The data processed are intended for use by TLS Travel Group LTD as well as by its service providers.

In accordance with the conditions stipulated by the Data Protection Act and the European Data Protection Regulation, natural persons are entitled to access, correct, question, limit, and erase data concerning them as well as to the portability of their data.

People who have their data processed are also entitled to object at any time, for reasons relating to their particular circumstances, to the processing of personal data which from a legal point of view is in the legitimate interest of the firm, as well as a right to object to sales canvassing. They are also entitled to set general and special guidelines which specify how they wish the rights mentioned above to be exercised after their death, by sending an e-mail to the following address: info@theluxurysignature.com accompanied by a copy of a signed identity document.

The persons concerned are entitled to lodge a complaint with the Commission nationale de l'informatique et des libertés (Cnil).

PROVISION OF SERVICES

Services

In addition to its role as an intermediary in property rental, TLS Travel Group LTD provides a range of rental related services:

- Reception and handover of keys;
- Welcome pack, breakfasts, and snacks;
- Housekeeper for the daily cleaning;
- Change of linen once a week;
- Key pick-up on departure.

There is no extra charge for these services.

It is pointed out to the Customer that any additional cleaning time required as a result of damage to the condition of the rented property will be liable to result in an additional charge at the end of the stay.

TLS Travel Group LTD can also provide guests with a private concierge service.

As part of this private concierge service, the Customer may order a series of à la carte products or services from TLS Travel Group LTD.

These services include amongst others:

- An on-site master chef,
- Laundry service;
- House staff;
- The organisation of excursions or activities;

A list of à la carte services will be sent to the customer.

Depending on their wishes and needs, Customers may also request other products and/or services from TLS Travel Group LTD concierge service which can be reserved (by telephone or email).

Ordering the services

During the booking process the Customer is informed about the services provided with the property.

The Customer may also make requests for additional services during the stay in the rented property.

In this case, the Customer is asked to contact the concierge service and make its requests within a reasonable time frame so as to allow TLS Travel Group LTD, as far as possible, to meet its request in full.

TLS Travel Group LTD is bound by an obligation of means and not by a performance guarantee for this concierge service.

For any request, the Customer may be asked to provide written confirmation of the request so that it can be processed.

TLS Travel Group LTD concierge service will handle any reasonable request.

No abusive, illegal, fraudulent request or one that is prejudicial to the interests of TLS Travel Group LTD, the Owner, or third parties may be accepted.

So that the best possible quality concierge service can be provided, calls made to the concierge service may be recorded, subject to the Customer being informed beforehand.

Price and payment terms

The products and services will be invoiced to the Customer at the rates indicated at the time of the order.

The services and products ordered by the Customer are paid when they are ordered, by interbank transfer directly to TLS Travel Group LTD.

TLS Travel Group LTD is paid for its intermediary service by the service provider/supplier, by means of a commission.

In exceptional circumstances, TLS Travel Group LTD may be mandated by the Customer to pay, in its name and on its behalf, the invoice of the service provider/supplier.

In this case, the Customer will pay the funds to TLS Travel Group LTD who will pay them to the service provider/supplier.

Claims

The Customer has seventy-two (72) hours as of the completion of the provision of the services or of the property to inform TLS Travel Group LTD about any claims that it may wish to make regarding the quality and proper performance of the agreed services.

Where possible, TLS Travel Group LTD will make every effort to work with the service provider/supplier to help the Customer find a solution.

Liability

The guest experience/concierge service provided by TLS Travel Group LTD is an intermediary service between the Customer and the service providers/suppliers of the products and services ordered by the Customer. TLS Travel Group LTD may therefore not be held liable in the event of the non-performance or poor performance of the services by the said service providers/suppliers, with the latter being solely liable for the products and services which they provide.

TLS Travel Group LTD is itself only responsible for the quality of the intermediary service and may not be held liable in the event of a total or partial non-performance caused by a force majeure event or through the fault of the Customer or of the service provider/supplier.

APPLICABLE LAW AND DISPUTE SETTLEMENT

The Contract is governed exclusively by French law.

Dispute settlement (Consumer customers - private individuals)

In the event of a dispute between the Parties, the Consumer Customer may request the intervention of a consumer mediator with a view to achieving an out-of-court settlement of the dispute between the other Parties at the following address:

MCP Médiation, 12 square Desnouettes, 75015 PARIS

The Customer must immediately inform TLS Travel Group LTD of this referral. The Parties will remain free to accept or reject the proposed solution and, if necessary, bring the request before the competent courts.

Dispute settlement (Business customers)

If the Customer reserves and rents as a business customer, the Parties will make every effort to settle any dispute amicably.

Should an out of court settlement not be possible within one (1) month, either of the parties may bring the dispute before the Commercial Court of Lyon, to which the parties assign sole jurisdiction.