

# General Terms and Conditions rental apartment "The Hideout"

## Address of 'The Hideout':

Preyerand Hameau des Marmottes area

188 Rue des Marmottes,

73440 Les Menuires

St Martin de Belleville, France

Building C, Apartment 8, 2nd floor

These general terms and conditions apply to every rental of the apartment "The Hideout", unless otherwise agreed in writing.

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## 1. Definitions

In these general terms and conditions, the following definitions apply:

1. **Landlord:** the owner and/or manager of apartment "The Hideout", or the person who is authorized to rent out the apartment on behalf of the owner.
  2. **Tenant:** the person who makes the reservation and enters into the rental agreement.
  3. **Guests:** all persons who, with the permission of the landlord, stay in the apartment during the rental period.
  4. **Apartment:** the holiday apartment "The Hideout", located at the above address.
  5. **Rental agreement:** the agreement between the landlord and the tenant for temporary recreational stays in the apartment.
  6. **Rental Period:** The period from the agreed check-in date and time to the agreed check-out date and time.
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## 2. Applicability

1. These general terms and conditions are an integral part of every reservation and rental agreement regarding the apartment.

2. By making a reservation, the tenant declares to agree to these general terms and conditions.
  3. Deviations from these terms and conditions are only valid if they have been confirmed in writing by the landlord.
  4. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
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### 3. Destination and use

1. The apartment is only rented for temporary recreational stays.
  2. Permanent residence, subletting or use for commercial activities is not permitted.
  3. The tenant is not allowed to use all or part of the apartment to third parties without the prior written permission of the landlord.
  4. The tenant must treat the apartment, the inventory, common areas and the building carefully and according to normal use.
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### 4. Reservation and conclusion of agreement

1. A reservation is only final after written confirmation by the landlord and, if applicable, after receipt of the agreed deposit.
  2. The tenant is responsible for providing correct details, including name, address, telephone number, e-mail address, number of guests and dates of stay.
  3. The landlord reserves the right to refuse a reservation without giving reasons, as long as the reservation has not yet been definitively confirmed.
  4. The person making the reservation must be at least 18 years old and is jointly and severally liable for all obligations of the tenant and the guests.
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### 5. Rental price, payment and deposit

1. The rental price is stated in the reservation confirmation or rental agreement.
2. The rental price only includes the use of the apartment during the agreed rental period, unless otherwise stated in writing.

3. Any additional costs, such as cleaning costs, bed linen, towels, tourist tax, service costs, parking costs or other surcharges, will be mentioned separately.
  4. The payment terms, including the amount and due date of the deposit and the remaining payment, are set out in the booking confirmation.
  5. If payment is not made on time, the landlord is entitled to cancel the reservation, without prejudice to the right to cancellation costs or compensation.
  6. The landlord may require a deposit. The amount of the deposit will be communicated to the tenant in advance.
  7. The deposit serves as security for damage, loss of inventory, additional cleaning costs, fines, loss of keys/badges or other costs arising from the stay.
  8. The deposit will be refunded after departure within a reasonable period of time, after inspection of the apartment and after deduction of any costs or damages.
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## 6. Cancellation by tenant

1. Cancellation must be notified to the landlord in writing or by e-mail.
  2. Unless otherwise agreed in writing, the following cancellation conditions apply:
    - In case of cancellation up to 60 days before arrival: refund of rent already paid, minus any administration costs.
    - In case of cancellation between 60 and 30 days before arrival: tenant owes 50% of the rental price .
    - In case of cancellation less than 30 days before arrival: tenant owes 100% of the rental price .
  3. Costs already incurred or non-refundable, such as administration fees, payment fees or specific services, may be charged.
  4. If the tenant arrives later or leaves earlier than agreed, there is no right to a refund.
  5. The renter is advised to take out travel and cancellation insurance.
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## 7. Cancellation by the landlord

1. The landlord can cancel the rental agreement if there is force majeure, unforeseen circumstances, damage to the apartment, safety risks,

government measures or other circumstances that make rental not reasonably possible.

2. In the event of cancellation by the landlord, the tenant is entitled to a refund of rental amounts already paid insofar as the stay has not taken place.
  3. The landlord is not liable for additional damages, such as travel expenses, replacement accommodation or loss of holiday enjoyment, unless there is intent or gross negligence.
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## 8. Arrival and departure

1. Check-in and check-out take place at the times stated in the booking confirmation.
  2. Unless otherwise agreed:
    - Check-in: from 16:00
    - Check-out: no later than 9:30 am
  3. Different arrival or departure times are only possible with the prior written consent of the landlord.
  4. Late check-out without authorization may incur additional charges.
  5. The tenant must leave the apartment tidy upon departure, including:
    - dispose of waste according to local rules;
    - leave dishes clean or turn on the dishwasher;
    - empty the fridge;
    - close windows and doors;
    - leave heating and lighting according to instructions;
    - return or return keys/badges as instructed.
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## 9. Number of people

1. The apartment may only be used by the number of people specified at the time of booking and confirmed by the landlord.
2. The maximum number of people allowed may not be exceeded.
3. Additional guests or visitors are only allowed with the prior agreement of the landlord.
4. If the permitted number of people is exceeded, the landlord can refuse access, terminate the rental agreement and/or charge additional costs.

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## 10. House Rules

The tenant and guests must adhere to the following house rules:

1. Smoking cigarettes, cigars, pipes, e-cigarettes, vapes and similar products. In the apartment is not allowed.
2. Pets are not allowed.
3. Parties, events and nuisance gatherings are not allowed.
4. Between 22:00 and 08:00 you have to take into account a good night's rest and neighbours.
5. It is forbidden to cause damage to the apartment, the inventory, the building or communal facilities.
6. Skis, snowboards, ski boots must be stored in the ski locker and are not allowed in the other areas of the building and/or apartment.
7. The use of open flames or candles is not permitted.
8. The use of fondue/raclette equipment or other high-risk heat sources is only permitted if it is done safely and does not violate building or fire safety rules.
9. It is not allowed to move furniture to outdoor areas or common areas.
10. Waste must be separated and disposed of according to local regulations.
11. The tenant must follow all instructions from the landlord, manager, concierge, building management or local authorities.

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## 11. Cleaning

1. The final cleaning is mandatory and will be charged separately unless otherwise stated.
2. The final cleaning does not relieve the tenant of the obligation to leave the apartment orderly and broom clean.
3. If the apartment is left excessively dirty, an additional cleaning fee may be deducted from the deposit or charged separately.
4. Mold, damage due to moisture, grease, burns or other contamination as a result of careless use is at the expense of the tenant.

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## 12. Inventory and damage

1. The tenant must check the apartment and its inventory upon arrival.
  2. Any defects, damage or missing inventory must be reported to the manager and the landlord as soon as possible, preferably within 24 hours of arrival.
  3. Damage that occurs during the stay must be reported immediately.
  4. The tenant is liable for damage caused by himself, his guests or visitors.
  5. Costs for repair, replacement, extra cleaning, loss of income or other damage can be deducted from the deposit or claimed separately.
  6. Normal wear and tear is not covered by the liability of the renter.
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## 13. Keys, Badges, and Access

1. The tenant receives instructions for key handover or access to the apartment.
  2. Keys, badges, remote controls or access codes must be used carefully and must not be disclosed to unauthorized persons.
  3. In the event of loss, theft or damage to keys/badges, costs for replacement, locksmith and/or replacement of cylinders may be charged.
  4. The landlord or manager may enter the apartment if this is necessary for maintenance, inspection, safety, emergencies or urgent repairs. As far as possible, this is done after consultation with the tenant.
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## 14. Facilities and malfunctions

1. The landlord makes every effort to offer the apartment and the facilities in good condition.
  2. Malfunctions of, for example, heating, electricity, water, internet, kitchen appliances or communal facilities must be reported as soon as possible.
  3. The landlord will make every effort to have malfunctions resolved as soon as possible.
  4. Temporary failure of facilities does not automatically entitle the landlord to a rent reduction or compensation, unless there is serious negligence on the part of the landlord.
  5. Facilities beyond the direct control of the landlord, such as ski lifts, slopes, roads, weather conditions, public transport, shops or building installations, are not the liability of the landlord.
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## 15. Internet and digital facilities

1. Internet access, Wi-Fi and the smart TV are offered as additional services.
  2. The landlord does not guarantee constant speed, availability or trouble-free operation.
  3. The tenant may not use the internet for illegal activities, downloading or distributing copyrighted material, hacking, spam or other unlawful acts.
  4. Any fines, claims or damage resulting from unlawful internet use by the tenant or guests will be borne by the tenant.
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## 16. Safety

1. The tenant must comply with all safety regulations, fire safety rules and instructions in the apartment or building.
  2. Escape routes, corridors, stairwells and emergency exits must not be blocked.
  3. Disabling, covering or damaging smoke detectors, fire detectors or other safety devices is prohibited.
  4. In the event of a fire, accident, water leakage or other calamity, the tenant must immediately inform the emergency services and the landlord/manager.
  5. In case of an emergency in France, emergency number 112 can be contacted.
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## 17. Parking and common areas

1. Parking spaces, ski lockers, storage rooms, lifts, stairwells or other communal facilities, are used according to the rules of the building.
  2. The rental company is not liable for theft, damage or loss of vehicles, luggage, ski equipment or other personal belongings in or around the building.
  3. The tenant must take into account other residents and users of the building.
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## 18. Tourist tax and local taxes

1. The tourist tax, local taxes or other levies that apply will be borne by the tenant, unless otherwise agreed in writing.

2. The amount of the tourist tax may depend on local regulations of the municipality or region.
  3. The host may be required to record or pass on tenant and guest information to local authorities to the extent required by law.
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## 19. Liability of the landlord

1. The landlord is not liable for damage, loss, theft, injury or accidents of tenant, guests or third parties, unless there is intent or gross negligence on the part of the landlord.
  2. The landlord is not liable for damage caused by weather conditions, natural disasters, avalanches, road closures, strikes, government measures, pandemics, power failures or other circumstances beyond its control.
  3. The landlord is not liable for nuisance caused by third parties, construction work, neighbours, traffic, catering, events or activities in the area.
  4. The liability of the landlord is, to the extent permitted by law, limited to the amount that the tenant has paid in rent for the rental period in question.
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## 20. Liability of the tenant

1. The tenant is responsible and liable for the behaviour of himself, his guests and visitors.
  2. The tenant indemnifies the landlord against claims from third parties arising from acts or omissions of the tenant, guests or visitors.
  3. Damage that is not fully covered by the deposit must be reimbursed by the tenant on first request.
  4. The tenant is advised to have liability insurance that covers damage to rented holiday accommodations.
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## 21. Complaints

1. Any complaints about the apartment should be reported to the landlord as soon as possible during the stay, so that a solution can be sought.

2. Complaints that are only reported after departure and that could have been remedied during the stay do not, in principle, give rise to a right to compensation.
  3. The tenant must give the landlord a reasonable period of time to repair any defects.
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## 22. Force majeure

1. Force majeure is understood to mean any circumstance beyond the reasonable control of the landlord or tenant as a result of which compliance with the agreement becomes wholly or partially impossible or unreasonably onerous.
  2. This includes extreme weather events, natural disasters, fire, flood, avalanche danger, war, terrorism, pandemics, government measures, strikes, transportation issues, and utility failures.
  3. In the event of force majeure, the parties will reasonably look for a suitable solution, such as rebooking or reimbursement of rent not used, insofar as reasonable and possible.
  4. The parties are not liable for damage as a result of force majeure.
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## 23. Privacy

1. The landlord processes personal data of the tenant and guests exclusively for purposes related to the reservation, execution of the rental agreement, payment, administration and legal obligations.
  2. Personal data will not be stored longer than necessary or required by law.
  3. The landlord only provides personal data to third parties if this is necessary for the execution of the agreement or if this is required by law.
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## 24. Termination of stay in case of violation

1. In the event of a serious violation of these terms and conditions, house rules, building rules or legal regulations, the landlord may terminate the rental agreement with immediate effect.

2. This includes nuisance, damage, illegal activities, exceeding the number of guests, unauthorized subletting or dangerous behavior.
  3. In the event of termination due to culpable conduct of the tenant, there is no right to a refund of rent or costs.
  4. Any damage and additional costs remain at the expense of the tenant.
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## 25. Applicable law and disputes

1. The tenancy agreement is governed by the law of the country in which the apartment is located, i.e. France.
  2. The parties will first try to resolve any disputes by mutual agreement.
  3. If no solution is reached, the dispute will be submitted to the competent court in accordance with the applicable legal rules.
  4. If the tenant is a consumer, any mandatory consumer protection provisions will continue to apply.
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## 26. Final provisions

1. The tenant declares to have read, understood and accepted these general terms and conditions.
  2. The tenant is responsible for informing all guests about these conditions and house rules.
  3. In the event of any conflict between these general terms and conditions and the reservation confirmation, the reservation confirmation shall prevail to the extent that it expressly deviates from these terms and conditions.
  4. These general terms and conditions can be changed by the landlord. For reservations that have already been confirmed, the conditions as they applied at the time of reservation apply, unless the parties agree otherwise in writing.
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