

1. Introduction

The sale conditions outlined below are an integral part of the contract between the two parties, the tenant on one hand and HOME SUD agency on the other hand, representing the owner. Please read them carefully before booking your accommodation.

2. Pre-booking Information

Before finalizing your reservation contract, you will find information on the website about prices, dates, and elements relative to your stay such as: location of the accommodation, level of comfort, main characteristics, classification according to HOME SUD criteria, payment amount and schedule, cancellation conditions, etc. The contract and the invoice are the only contractual elements of your reservation.

3. Registration, Conclusion of the Contract, and Payment Conditions

When booking, a deposit of 25% of the rent will be required. This must be received by the agency within 7 days from the date of your contract. The contract will be considered concluded upon receipt of this deposit. If payment is not made within 7 days, HOME SUD will freely dispose of the reserved period again and will put it back on the market.

The balance is due at the latest 30 days before the start date of your rent as indicated on your contract. **Any tenant who has not paid the balance by the agreed date will be considered as having definitively cancelled their stay.** HOME SUD will consider itself free of any commitment. The accommodation will be re-offered for rent, and **no refund will be made.**

In case of late bookings, less than 1 month before the start of your stay, the total amount of your invoice is due on the reservation day. The conclusion of the contract is therefore subject to the receipt of this full payment.

Your check-in voucher will be sent to you once the full payment of your invoice has been paid and before the start of your stay. It will include all the useful information to reach the reception point, and you must hand it over to the person in charge of your meet & greet.

4. Services and Prices

Unless stated differently, published prices on our website for holiday accommodations are per week. The number of people allowed per accommodation is understood as the maximum capacity, including adults, children, and babies.

The minimum rental duration is 7 nights. Arrivals and departures are on Saturdays. Exceptions are possible outside of peak seasons and must be requested in advance to our team. When your stay is over two different price periods, the calculation is made pro-rata for nights spent in each price period. Unless stated otherwise in the description, energy costs are generally included in the prices. Bed linen and towels, as well as final cleaning, are mandatory. You will find the amounts to be charged indicated in the price grids.

Our accommodations are offered for accommodation purposes only. Private events are strictly prohibited. A special request may be made to us and will be subject to the approval of the agency and the owner.

For each reservation, handling fees of 35 € are applied. For any reservation on our website www.homesud.fr, only the administrative fees are immediately retained on the credit card pending verification of the availability of the accommodation. In case the requested accommodation is not available, these fees are immediately refunded to you.

To be paid in addition to your rent before your arrival:

- Tourist tax (amount per person per day, cost depends on the municipality),
- Any special services you may have requested on supplement,
- Additional cleaning, linen, energy costs, etc., indicated on your invoice,
- Holiday insurance for any non-French resident.

Information about local infrastructure (transport, shops, restaurants, sports facilities, tourist visits, etc.) mentioned on our website is provided to HOME SUD by the owners. Changes may occur without us knowing. Likewise, the photos of the residences presented are not contractual, and modifications may have been made by the owners without informing us. Therefore, the responsibility of HOME SUD cannot be engaged. The same applies to all services that are subject to external constraints (water, gas, and electricity supply, for example) and to regulations that may be modified at any time by the relevant administrations.

5. Rentals with Pools

When the rented property includes access to a private or shared swimming-pool, **access to the pool is strictly prohibited for children under 6 years of age unless accompanied by an adult.**

The owner will do everything possible to ensure that the tenant benefits from a secured and pleasant access to the pool. However, the owner and the tenant must comply with the rules imposed by the communities regarding water management. In the event that a public authority order leads to a restriction on water management, the tenant must comply without recourse to the owner or HOME SUD for the resulting inconveniences.

6. Modification of Prices and Services

The descriptions of the rentals and the price calculation indicated on the HOME SUD website are meticulously done. However, modifications may occur before your reservation is confirmed. Updated data will be mentioned on your contract and invoice. Payment of your first deposit implies acceptance of the terms of the contract and any modifications made.

7. Arrival and Departure - Shortened or Extended Stay

Arrival is by appointment between 4 PM and 7 PM, and departures are before 10 AM, on the days indicated on your check-in voucher. You will be greeted by a HOME SUD representative dedicated to you on-site. If your arrival cannot take place at the agreed time and day, it will automatically be postponed to the next working day without any refund or discount.

Accidental arrivals between 7 PM and 9 PM, if doable, will be charged 80 €.

Accidental arrivals between 9 PM and 11 PM, if doable, will be charged 160 €.

Agreed arrivals on Sundays and public holidays will be charged extra. (160€ between 4 PM and 7 PM, 320€ for accidental arrivals after 7 PM, if doable).

Departures on Sundays and public holidays will be subject to the same charges.

In case you cannot respect the scheduled time or date of arrival, you must contact the person in charge of your check-in in order to make new arrangements. Its contact details are indicated on your voucher. It is especially important to do so in high season when arrival days are very busy. If you cannot take possession of your rental on the scheduled days and times, the total price of the stay remains due. The same applies to any shortened stay. Should you like to extend your stay, please contact us early to check this possibility for you. Except in the cases of cancellation listed in paragraph 8 below, the total amount billed remain due even if you do not take possession of the rental at all, for any reason. For logistical reasons, departures are not possible after 10 AM. Any delay will be charged extra (up to the daily rental rate according to the length of the delay).

8. Cancellation of the Contract by the Client

In case of cancellation, the 35€ handling fees will not be refunded. In addition, fees will be retained depending on the time between the cancellation date and the start date of your stay:

- More than 45 days prior to arrival: 25% of the rent
- Between 45 and 30 days: 50% of the rent
- Between 30 and 7 days: 80% of the rent

- Less than 7 days before the start of the stay: the full amount is due.

In all cases, the cancellation must be communicated to us in writing. The date of this writing will be taken into account. If the cancellation occurs on a public holiday, it is the following day that will be taken into account.

9. Cancellation of the Contract by HOME SUD - Replacement Offer

In case of unforeseen circumstances, or in case of force majeure making the rental impossible, HOME SUD reserves the right to cancel the contract before the stay and offer you a replacement rental of similar value, if possible. A new contract would then be established. If no replacement solution can be found, or if you refuse the proposed replacement for legitimate reasons, HOME SUD will inform you in writing. You will then be refunded the amounts already paid according to the current legislation.

10. Tenant Obligations

The tenant must pay the security deposit at least 7 days before the scheduled arrival date indicated on the contract. The amount depends on the importance and value of the property. Except for damages, disputes, or unpaid bills, the security deposit will be refunded by bank transfer within 14 days following your departure.

The security deposit is mandatory. If HOME SUD does not receive the security deposit before your arrival, **entry to the rental will be refused.**

The person in charge of your check-in is authorized to forbid your check-in into the property in case of excess number of guests, adult or child, regardless of their age, as well as any animal that are not indicated on your reservation.

The tenant agrees to occupy the premises with care and **to respect the rules of good neighbourliness.** The rental is intended for accommodation purposes only. The organization of private events is strictly prohibited.

The tenant must ensure, before departure, the removal of garbage, glass bottles, kitchen tidying, and dishwashing, as those services are not included in the final cleaning. Otherwise, an **extra charge** of minimum **150€** can be applied.

The tenant will, in all cases, be considered responsible for any damage and deterioration observed. The amount of damage and deterioration may be retained from the security deposit, without prejudice to any further recourse if the deposit is less than the amount of repairs.

Tenants are required to take out civil liability insurance covering their holiday. We can provide this for you, do not hesitate to contact us about it (90€ per contract).

The tenant who causes the agency to travel unnecessarily (unnecessary troubleshooting, fictitious breakdown

The tenant who causes the agency to come to the property without a valid reason (unnecessary repairs, fictitious breakdown) may be charged a minimum intervention fee of 70€. **Any movement of law enforcement due to the tenant's inappropriate behaviour** (noise disturbance, excessive music, anarchic parking, etc.) resulting in the intervention of HOME SUD **will systematically be subject to an additional charge of 750€ per intervention.**

For safety reasons, please use only the mobile barbecue on the terrace without moving it and ensure that the fire is extinguished after use. It is forbidden to light a fire for barbecue needs inside the house. The BBQ must be cleaned by you before your departure. Otherwise, the cleaning will be charged in extra (**minimum 60€**).

11. Complaints and Compensation Requests

If upon arrival, the tenant notices that the rental is not in accordance with the reservation confirmation or if there are any defects, the tenant must inform immediately the HOME SUD office.

These rules also apply to defects noticed during the stay. The person in charge of your check-in can receive your complaints, observe them, and try to solve them but she will not judge the validity of the complaints and any possible compensation. Complaints and compensation requests are only admissible if they are submitted in writing, with proof, within a maximum of 48 hours after the end of the stay directly to HOME SUD. If these rules are not respected, the tenant loses all rights to compensation.

1. Responsibility of HOME SUD

If an unforeseen event prevents the rental of the reserved property, HOME SUD will do its best to provide an equivalent replacement rental. If this is impossible due to immediate lack of availability or if you refuse the proposed replacement for valid and legitimate reasons, HOME SUD will refund all or part of the stay, depending on the situation, and only if it can be considered responsible. HOME SUD is not responsible for the non-performance or imperfect performance of the contract in the following cases:

- An unforeseen international or national situation prevents the rental from happening,
- When HOME SUD is not in charge of on-site client management, as this task is assumed by the owners themselves.

HOME SUD cannot be held responsible in the following cases:

- Faulty actions or serious breaches by the tenant,
- Faulty actions or serious breaches by the owner in charge of managing the stay,
- Unpredictable or insurmountable situations attributable to a third party unrelated to the provision of contract services,
- In case of force majeure or in case of an event that neither HOME SUD nor its intermediaries or representatives (person in charge of your check-in for example) could foresee despite all their diligence and against which they cannot act,
- Damages and losses suffered by the tenant in case of break-in or theft. It is up to you to ensure that you are covered by your own insurance,
- Interruption of services (water, electricity, gas, television/satellite, Internet for example),
- Water restrictions imposed by public authorities.